



**A G E N D A**  
Carlsbad City Council  
**Regular Meeting**  
Municipal Building, 101 North Halagueno  
Carlsbad, New Mexico  
April 8, 2014 at 6:00 p.m.

Invocation – Pledge of Allegiance

1. Approval of Agenda
2. Consider approval of Resolution No. 2014-15, a Resolution making certain Budgetary Adjustments to the 2013-2014 Fiscal Year Budget
3. Routine and Regular Business

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

- A. **Minutes of the Regular City Council Meeting held on March 25, 2014**
  - B. **Personnel Report**
  - C. **Purchasing:**
    - 1) Consider approval to Award Bid No. 2014-01, to WW Construction for Renovations to the Softball, Baseball, and Soccer Concessions located at Bob Forrest Youth Sports Complex
    - 2) Consider approval to rescind Award of Bid No. 2014-05, to Power Ford for One (1) 15 Passenger Van for the CRC Department and purchase 15 Passenger Van from State Purchasing Agreement #40-000-13-00012
    - 3) Consider approval to Award Bid No. 2014-15, to Don Chalmers Ford for Two (2) SUV's for the Carlsbad Police Department Detective Division
    - 4) Consider approval to Advertise Invitation for Request for Proposal for Double Eagle Well Improvements
  - D. **Contracts and Agreements:**
    - 1) Consider approval of Grant Agreements between the City of Carlsbad and the State of New Mexico Department of Finance and Administration Fund 892 Capital Appropriation Project for Sunset Garden Cemetery, Lake Carlsbad Tennis Proshop Restroom Facility, and Halagueno Arts Park
  - E. **Monthly Department Reports:**
    - 1) Personnel Department Monthly Report for March 2014
  - F. **Board and Committee Appointments:**
    - 1) Southeastern New Mexico Economic Development District/Council of Governments: Councilor Nick Salcido – 2 year term
4. Consider approval of Resolution No. 2014-16, a Resolution declaring certain City property to be obsolete and unusable

5. Consider approval of Resolution No. 2014-17, a Resolution finding the Building or Structure at the Property commonly known as 105 Parker to be ruined, damaged, and dilapidated and finding the premises to be covered with ruins, rubbish, wreckage, weeds, debris; requiring the removal of the building, structure, ruins, rubbish, wreckage, weeds, debris – Owner: Ricky D. and Kathy Smith, c/o Rafael Marrufo Jr.
6. Consider approval of Resolution No. 2014-18, a Resolution finding 210 East Rose Street to be covered with ruins, rubbish, wreckage, debris, and/or weeds and requiring the removal of the ruins, rubbish, wreckage, debris and or weeds – Owner: Gary Roberts
7. Consider approval of Resolution No. 2014-19, a Resolution finding 203 Taylor Circle to be covered with ruins, rubbish, wreckage, debris, and/or weeds and requiring the removal of the ruins, rubbish, wreckage, debris and or weeds – Owner: Jose Mercado
8. Council Committee Reports
9. Adjourn into Closed Session pursuant to NMSA 1978, Section 10-15-1(H)(7) to Discuss Threatened or Pending Litigation

Upon adjournment into Closed Session, the Carlsbad City Council will not reconvene and/or take action on matters discussed without giving notice as required pursuant to the Open Meetings Act

---

---

## INFORMATION ONLY

### NEXT REGULAR CITY COUNCIL MEETINGS

- Regular City Council Meeting on Tuesday, April 22, 2014 at 6:00 p.m.
- Regular City Council Meeting on Tuesday, May 13, 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>
--

**RESOLUTION NO. 2014-15**

**A RESOLUTION MAKING CERTAIN BUDGETARY  
ADJUSTMENTS TO THE 2013-14 FISCAL YEAR BUDGET**

WHEREAS, it is necessary to amend the 2013-14 fiscal year budget to adjust revenues, transfers and expenditures as reflected on the attached pages, and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CARLSBAD that the 2013-14 fiscal year budget be amended as attached.

INTRODUCED, PASSED, ADOPTED AND APPROVED this 8<sup>th</sup> day of April, 2014.

---

Mayor

ATTEST:

---

City Clerk

**CITY OF CARLSBAD  
FY 2013-2014 BUDGET**

	<b>BEGINNING BUDGET</b>	<b>1ST QTR ADJUSTMENTS</b>	<b>2ND QTR ADJUSTMENTS</b>	<b>3RD QTR ADJUSTMENTS</b>	<b>APRIL ADJUSTMENTS</b>	<b>INCREASE/DECREASE ADJUSTMENTS</b>	<b>REVISED BUDGET</b>
GENERAL FUND   FUND 01							
CASH BALANCE	18,461,987						18,461,987
REVENUE	36,212,989		-	3,949	2,000		36,218,938
NET TRANSFERS	(1,617,236)		415,209	(590,400)			(1,792,427)
TOTAL REVENUES AND TRANSFERS	34,595,753		415,209	(586,451)	2,000		34,426,511
PERSONNEL EXPENSE	28,925,226	12,996	446,034	17,322	-		29,401,578
OPERATING EXPENSE	7,134,749	18,600	41,175	(88,548)	2,000	109,172	7,217,148
CAPITAL OUTLAY	4,816,439	-	591,600	657,128		(109,172)	5,955,995
TOTAL EXPENSES	40,876,414	31,596	1,078,809	585,902	2,000	-	42,574,721
NET REVENUES/EXPENSES	(6,280,661)	(31,596)	(663,600)	(1,172,353)	-		(8,148,210)
ENDING CASH BALANCE	12,181,326	(31,596)	(663,600)	(1,172,353)	-		10,313,777

**CITY OF CARLSBAD  
FY 2013-2014 BUDGET ADJUSTMENTS  
4TH QTR**

		Current Budget	Change Budget	New Budget	Item #
01-0000-32083-201314	FED GRANT - SMITHSONIAN FEDERAL GRANT MONEY RECEIVED FOR MUSEUM EXHIBITS	0	2,000	2,000	2
	<b>TOTAL REVENUES GENERAL FUND</b>		<b>2,000</b>		
01-0010-50010-000000	SALARIES & BENEFITS DECREASE SALARIES FOR DEPUTY CITY ADMINISTRATOR POSITION TO INCREASE SALARIES FOR NEW PLANNING, ENGINEERING & REGULATION DEPUTY DIRECTOR POSITION & NEW BUILDING INSPECTOR POSITION	848,980	(24,662)	824,318	1
01-0010-50011-000000	CITY SHARE - HEALTH INSUR. DECREASE SALARIES FOR DEPUTY CITY ADMINISTRATOR POSITION TO INCREASE SALARIES FOR NEW PLANNING, ENGINEERING & REGULATION DEPUTY DIRECTOR POSITION & NEW BUILDING INSPECTOR POSITION	152,346	(5,622)	146,724	1
01-0010-50012-000000	CITY SHARE - FICA DECREASE SALARIES FOR DEPUTY CITY ADMINISTRATOR POSITION TO INCREASE SALARIES FOR NEW PLANNING, ENGINEERING & REGULATION DEPUTY DIRECTOR POSITION & NEW BUILDING INSPECTOR POSITION	65,918	(1,887)	64,031	1
01-0010-50013-000000	CITY SHARE - PERA DECREASE SALARIES FOR DEPUTY CITY ADMINISTRATOR POSITION TO INCREASE SALARIES FOR NEW PLANNING, ENGINEERING & REGULATION DEPUTY DIRECTOR POSITION & NEW BUILDING INSPECTOR POSITION	72,774	(2,234)	70,540	1
01-0010-50014-000000	CITY SHARE - RHCA DECREASE SALARIES FOR DEPUTY CITY ADMINISTRATOR POSITION TO INCREASE SALARIES FOR NEW PLANNING, ENGINEERING & REGULATION DEPUTY DIRECTOR POSITION & NEW BUILDING INSPECTOR POSITION	15,907	(488)	15,419	1
01-0010-50015-000000	CITY SHARE-OTHER TAXES DECREASE SALARIES FOR DEPUTY CITY ADMINISTRATOR POSITION TO INCREASE SALARIES FOR NEW PLANNING, ENGINEERING & REGULATION DEPUTY DIRECTOR POSITION & NEW BUILDING INSPECTOR POSITION	120	(4)	116	1
	<b>TOTAL EXPENDITURES DEPT. 10 - EXECUTIVE</b>		<b>(34,897)</b>		

**CITY OF CARLSBAD  
FY 2013-2014 BUDGET ADJUSTMENTS  
4TH QTR**

		Current Budget	Change Budget	New Budget	Item #
01-0083-60440-000000	EXHIBIT EXPENSE	15,000	2,000	17,000	2
	FEDERAL GRANT MONEY RECEIVED FOR MUSEUM EXHIBITS				
	<b>TOTAL EXPENDITURES DEPT. 83 - MUSEUM</b>		<b>2,000</b>		
01-0110-50010-000000	SALARIES & BENEFITS	822,336	10,077	832,413	1
	INCREASE SALARIES FOR NEW BUILDING INSPECTOR POSITION				
01-0110-50011-000000	CITY SHARE - HEALTH INSUR.	160,898	2,811	163,709	1
	INCREASE SALARIES FOR NEW BUILDING INSPECTOR POSITION				
01-0110-50012-000000	CITY SHARE - FICA	63,728	771	64,499	1
	INCREASE SALARIES FOR NEW BUILDING INSPECTOR POSITION				
01-0110-50013-000000	CITY SHARE - PERA	72,596	911	73,507	1
	INCREASE SALARIES FOR NEW BUILDING INSPECTOR POSITION				
01-0110-50014-000000	CITY SHARE - RHCA	15,868	199	16,067	1
	INCREASE SALARIES FOR NEW BUILDING INSPECTOR POSITION				
01-0110-50015-000000	CITY SHARE-OTHER TAXES	140	2	142	1
	INCREASE SALARIES FOR NEW BUILDING INSPECTOR POSITION				

**CITY OF CARLSBAD  
FY 2013-2014 BUDGET ADJUSTMENTS  
4TH QTR**

		Current Budget	Change Budget	New Budget	Item #
01-0110-50010-000000	SALARIES & BENEFITS INCREASE SALARIES FOR NEW PLANNING, ENGINEERING & REGULATION DEPUTY DIRECTOR POSITION	832,413	14,585	846,998	1
01-0110-50011-000000	CITY SHARE - HEALTH INSUR. INCREASE SALARIES FOR NEW PLANNING, ENGINEERING & REGULATION DEPUTY DIRECTOR POSITION	163,709	2,811	166,520	1
01-0110-50012-000000	CITY SHARE - FICA INCREASE SALARIES FOR NEW PLANNING, ENGINEERING & REGULATION DEPUTY DIRECTOR POSITION	64,499	1,116	65,615	1
01-0110-50013-000000	CITY SHARE - PERA INCREASE SALARIES FOR NEW PLANNING, ENGINEERING & REGULATION DEPUTY DIRECTOR POSITION	73,507	1,323	74,830	1
01-0110-50014-000000	CITY SHARE - RHCA INCREASE SALARIES FOR NEW PLANNING, ENGINEERING & REGULATION DEPUTY DIRECTOR POSITION	16,067	289	16,356	1
01-0110-50015-000000	CITY SHARE-OTHER TAXES INCREASE SALARIES FOR NEW PLANNING, ENGINEERING & REGULATION DEPUTY DIRECTOR POSITION	142	2	142	1
	<b>TOTAL EXPENDITURES DEPT. 110 - PLANNING, ENGINEERING &amp; REGULATION</b>		<b>34,897</b>		
	<b>TOTAL EXPENDITURES GENERAL FUND</b>		<b>2,000</b>		
	<b>NET INC/DEC GENERAL FUND</b>		<b>-</b>		

**CITY OF CARLSBAD  
FY 2013-2014 BUDGET**

	<b>BEGINNING BUDGET</b>	<b>1ST QTR ADJUSTMENTS</b>	<b>2ND QTR ADJUSTMENTS</b>	<b>3RD QTR ADJUSTMENTS</b>	<b>APRIL ADJUSTMENTS</b>	<b>INCREASE/DECREASE ADJUSTMENTS</b>	<b>REVISED BUDGET</b>
LODGERS' TAX      FUND 23							
CASH BALANCE	1,431,393						1,431,393
REVENUE	1,300,000			-			1,300,000
NET TRANSFERS	(300,000)			-			(300,000)
TOTAL REVENUES AND TRANSFERS	1,000,000			-			1,000,000
PERSONNEL EXPENSE	-	-	-	-			-
OPERATING EXPENSE	1,005,314	30,000	27,500	4,800	22,249	17,004	1,106,867
CAPITAL OUTLAY	21,539	265,000	-	325,000	149,300	(17,004)	743,835
TOTAL EXPENSES	1,026,853	295,000	27,500	329,800	171,549		1,850,702
							-
NET REVENUES/EXPENSES	(26,853)	(295,000)	(27,500)	(329,800)	(171,549)		(850,702)
ENDING CASH BALANCE	1,404,540	(295,000)	(27,500)	(329,800)	(171,549)		580,691



**CITY OF CARLSBAD  
FY 2013-2014 BUDGET ADJUSTMENTS  
4TH QTR**

		Current Budget	Change Budget	New Budget	Item #
23-0230-60990-201314	CARLSBAD COMM CONCERT ASSN PRO ADDITIONAL PROMOTIONAL EXPENSE FOR CARLSBAD COMMUNITY CONCERT ASSOCIATION APPROVED BY LODGERS' TAX BOARD ON 3/4/14	5,500	6,890	12,390	3
23-0230-61464-201314	CALL CARLSBAD HOME VIDEO PROMO REIMBURSEMENT OF PRODUCTION COSTS FOR PROMOTIONAL VIDEO APPROVED BY LODGERS' TAX BOARD ON 3/4/14	0	6,459	6,459	4
23-0230-61465-201314	CARLSBAD AREA ART ASSOC PROMO PROMOTIONAL EXPENSE FOR CARLSBAD AREA ART ASSOCIATION APPROVED BY LODGERS' TAX BOARD ON 3/4/14	0	8,500	8,500	5
23-0230-60605-201314	BATAAN DOCUMENTARY PROMO ADDITIONAL PROMOTIONAL EXPENSE FOR BATAAN DOCUMENTARY SCREENING IN CARLSBAD APPROVED BY LODGERS' TAX BOARD ON 3/4/14	1,800	400	2,200	6
23-0230-80014-201314	PAVING PECOS RIVER COMMITTEE REQUEST TO PAVE PARKING LOT BETWEEN THE PLAYGROUND ON THE PECOS & THE PECOS RIVER CONFERENCE CENTER APPROVED BY LODGERS' TAX BOARD ON 3/4/14	0	119,300	119,300	7
23-0230-85146-201314	SIGNAGE PECOS RIVER COMMITTEE REQUEST TO PLACE BILLBOARDS ADVERTISING ATTRACTIONS & EVENTS IN CARLSBAD APPROVED BY LODGERS' TAX BOARD ON 3/4/14	0	30,000	30,000	8
	<b>TOTAL EXPENDITURES LODGERS' TAX</b>		<b>171,549</b>		
	<b>NET INC/DEC LODGERS' TAX</b>		<b>(171,549)</b>		

**CITY OF CARLSBAD  
FY 2013-2014 BUDGET**

		<b>BEGINNING BUDGET</b>	<b>1ST QTR ADJUSTMENTS</b>	<b>2ND QTR ADJUSTMENTS</b>	<b>3RD QTR ADJUSTMENTS</b>	<b>APRIL ADJUSTMENTS</b>	<b>INCREASE/DECREASE ADJUSTMENTS</b>	<b>REVISED BUDGET</b>
CEMETERY	FUND 26							
CASH BALANCE		436,355						436,355
REVENUE		455,000			195,360	40,000		690,360
NET TRANSFERS		405,000			-			405,000
TOTAL REVENUES AND TRANSFERS		860,000			195,360	40,000		1,095,360
					-			
PERSONNEL EXPENSE		132,882						132,882
OPERATING EXPENSE		493,500		(10,000)	-		3,600	487,100
CAPITAL OUTLAY		629,196		10,000	195,360	40,000	(3,600)	870,956
TOTAL EXPENSES		1,255,578		-	195,360	40,000	-	1,490,938
NET REVENUES/EXPENSES		(395,578)		-	-	-		(395,578)
ENDING CASH BALANCE		40,777		-	-	-		40,777

**CITY OF CARLSBAD  
FY 2013-2014 BUDGET ADJUSTMENTS  
4TH QTR**

		Current Budget	Change Budget	New Budget	Item #
26-0000-31335-000000	DONATIONS	0	40,000	40,000	9
	DONATION RECEIVED FROM MOSAIC FOR IRRIGATION SYSTEM AT VETERANS CEMETERY LOCATED AT SUNSET GARDENS				
	<b>TOTAL REVENUES CEMETERY</b>		<b>40,000</b>		
26-0260-85571-000002	CEMETERY IMPRV-SUNSET VETERANS	275,000	40,000	315,000	9
	DONATION RECEIVED FROM MOSAIC FOR IRRIGATION SYSTEM AT VETERANS CEMETERY LOCATED AT SUNSET GARDENS				
	<b>TOTAL EXPENDITURES CEMETERY</b>		<b>40,000</b>		
	<b>NET INC/DEC CEMETERY</b>		<b>-</b>		

**CITY OF CARLSBAD  
FY 2013-2014 BUDGET**

	<b>BEGINNING BUDGET</b>	<b>1ST QTR ADJUSTMENTS</b>	<b>2ND QTR ADJUSTMENTS</b>	<b>3RD QTR ADJUSTMENTS</b>	<b>APRIL ADJUSTMENTS</b>	<b>INCREASE/DECREASE ADJUSTMENTS</b>	<b>REVISED BUDGET</b>
SPORTS COMPLEX      FUND 29							
CASH BALANCE	2,748,521						2,748,521
REVENUE	1,320,000			-	200,000		1,520,000
NET TRANSFERS	-		10,559	-			10,559
TOTAL REVENUES AND TRANSFERS	1,320,000		10,559	-	200,000		1,530,559
PERSONNEL EXPENSE	536,183		10,559	-			546,742
OPERATING EXPENSE	850,403		-	-		22,014	872,417
CAPITAL OUTLAY	889,795		60,000	-	1,800,000	(22,014)	2,727,781
TOTAL EXPENSES	2,276,381		70,559	-	1,800,000	-	4,146,940
NET REVENUES/EXPENSES	(956,381)		(60,000)	-	(1,600,000)		(2,616,381)
ENDING CASH BALANCE	1,792,140		(60,000)	-	(1,600,000)		132,140

**CITY OF CARLSBAD  
FY 2013-2014 BUDGET ADJUSTMENTS  
4TH QTR**

		Current Budget	Change Budget	New Budget	Item #
29-0000-30212-000000	GROSS REC-INFRASTRUCTURE	1,320,000	200,000	1,520,000	10
	INCREASE GRT REVENUES TO ANTICIPATED ACTUALS				
	<b>TOTAL REVENUES SPORTS COMPLEX</b>		<b>200,000</b>		
29-0290-86540-000000	YOUTH COMPLEX	397,053	1,800,000	2,197,053	10
	BUDGET FUNDS FOR PHASE III CONSTRUCTION OF FIELDS, CONCESSION IMPROVEMENTS, IRRIGATION & PARKING IMPROVEMENTS IDENTIFIED IN PLAN				
	<b>TOTAL EXPENDITURES DEPT. 290 - SPORTS COMPLEX</b>		<b>1,800,000</b>		
	<b>TOTAL EXPENDITURES SPORTS COMPLEX</b>		<b>1,800,000</b>		
	<b>NET INC/DEC SPORTS COMPLEX</b>		<b>(1,600,000)</b>		

**CITY OF CARLSBAD  
FY 2013-2014 BUDGET**

	<b>BEGINNING BUDGET</b>	<b>1ST QTR ADJUSTMENTS</b>	<b>2ND QTR ADJUSTMENTS</b>	<b>3RD QTR ADJUSTMENTS</b>	<b>APRIL ADJUSTMENTS</b>	<b>INCREASE/DECREASE ADJUSTMENTS</b>	<b>REVISED BUDGET</b>
WATER & SEWER      FUND 36							
CASH BALANCE	15,630,207						15,630,207
REVENUE	13,468,000			20,200,000			33,668,000
NET TRANSFERS	(4,981,885)		65,843	-			(4,916,042)
TOTAL REVENUES AND TRANSFERS	8,486,115		65,843	20,200,000			28,751,958
PERSONNEL EXPENSE	4,463,766	-	65,843	-			4,529,609
OPERATING EXPENSE	2,971,442	-	-	58,219		15,000	3,044,661
CAPITAL OUTLAY	12,222,979	10,000	310,600	20,200,000	5,100	(15,000)	32,733,679
TOTAL EXPENSES	19,658,187	10,000	376,443	20,258,219	5,100	-	40,307,949
NET REVENUES/EXPENSES	(11,172,072)	(10,000)	(310,600)	(58,219)	(5,100)		(11,555,991)
ENDING CASH BALANCE	4,458,135	(10,000)	(310,600)	(58,219)	(5,100)		4,074,216

CITY OF CARLSBAD  
FY 2013-2014 BUDGET ADJUSTMENTS  
4TH QTR

		Current Budget	Change Budget	New Budget	Item #
36-0361-80015-000000	EQUIPMENT	305,886	5,100	310,986	11
	PURCHASE A 24 HR AUTO SAMPLER TO MEET COMPLIANCE REQUIREMENT FOR EPA/NPDES				
	<b>TOTAL EXPENDITURES DEPT. 361 - SEWER</b>		<b>5,100</b>		
	<b>TOTAL EXPENDITURES WATER &amp; SEWER</b>		<b>5,100</b>		
	<b>NET INC/DEC WATER &amp; SEWER</b>		<b>(5,100)</b>		

**CITY OF CARLSBAD  
FY 2013-2014 BUDGET**

	<b>BEGINNING BUDGET</b>	<b>1ST QTR ADJUSTMENTS</b>	<b>2ND QTR ADJUSTMENTS</b>	<b>3RD QTR ADJUSTMENTS</b>	<b>APRIL ADJUSTMENTS</b>	<b>INCREASE/DECREASE ADJUSTMENTS</b>	<b>REVISED BUDGET</b>
STREET IMPROVEMENT      FUND 44							
CASH BALANCE	2,615,056						2,615,056
REVENUE	1,276,210			-			1,276,210
NET TRANSFERS	2,589,256			415,400			3,004,656
TOTAL REVENUES AND TRANSFERS	3,865,466			415,400			4,280,866
PERSONNEL EXPENSE	-		-				-
OPERATING EXPENSE	-		-				-
CAPITAL OUTLAY	6,062,281		35,000	584,847	20,000		6,702,128
TOTAL EXPENSES	6,062,281		35,000	584,847	20,000		6,702,128
NET REVENUES/EXPENSES	(2,196,815)		(35,000)	(169,447)	(20,000)		(2,421,262)
ENDING CASH BALANCE	418,241		(35,000)	(169,447)	(20,000)		193,794



**CITY OF CARLSBAD  
FY 2013-2014 BUDGET ADJUSTMENTS  
4TH QTR**

		Current Budget	Change Budget	New Budget	Item #
44-0440-82062-907615	SAN JOSE PAVING PROJ PHASE II	2,013,867	20,000	2,033,867	12
	ADDITIONAL FUNDING REQUIRED TO COVER OBSERVATION				
	<b>TOTAL EXPENDITURES STREET IMPROVEMENT</b>		<b>20,000</b>		
	<b>NET INC/DEC STREET IMPROVEMENT FUND</b>		<b>(20,000)</b>		

**LINKED MINUTES OF REGULAR MEETING OF THE CITY COUNCIL OF THE  
CITY OF CARLSBAD, NEW MEXICO, HELD IN THE MUNICIPAL BUILDING  
ON MARCH 25, 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

0:00:37      **1. APPROVAL OF AGENDA**

0:00:40      **Motion**

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

0:00:45      **Vote**

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

0:01:02        **2. BUDGET REVIEW**

**Ms. Harris** reviewed the revenues and expenditures as of February 28, 2014, for the General Fund, Selected Enterprise and Special Funds contained within the City Budget.

0:05:54        **Motion**

The motion was made by Councilor Nunley and seconded by Councilor Shirley to approve the Budget Review.

0:06:02        **Vote**

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

0:06:22        **3. ROUTINE AND REGULAR BUSINESS**

- 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

0:06:25      **Mayor Janway said Item F.4 will be pulled from the agenda because there is a problem with the legal description. He explained there are some misconceptions that need to be cleared up before the item is brought back before Council.**

**Mayor Janway** asked Mr. McCutcheon to explain Item E.2 Consider approval to Award RFP No. 2014-13, to Charles H. Jurva for Tennis Professional Services; Item F.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; and Item F.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.

**Mr. McCutcheon** explained Item E.2 is the approval to award the tennis professional services contract to Mr. Jurva. He explained Mr. Jurva is the only bid the City received for the proposal and the City recommends approval.

**Mr. McCutcheon** explained that Item F.1 is for the Little Girls Softball League Sports Services at the Bob Forrest Youth Sports Complex. He said the contract is dependent upon tournament and games played and reimburses the League for keeping the fields maintained and for referee services.

**Mr. McCutcheon** explained Item F.2 is for the American Little League and is also for field maintenance as it does for the other little league organizations.

0:08:26      **Motion**

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

0:09:42      **Vote**

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

0:10:20      **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**

**Ms. Riordan** explained Mr. Goodale is requesting a Restaurant License which is more commonly called a Beer and Wine License. She explained the license would allow for the service of beer and wine associated with the purchase and the consumption of a meal.

0:12:16        **Motion**

The motion was made by Councilor Doss and seconded by Councilor Doporto to approve 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

0:12:24        **Vote**

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

0:12:44        **5. COUNCIL COMMITTEE REPORTS**

**Councilor Doss** commented on the transit service in Carlsbad. He explained that he spoke with a couple who uses the service and said the service is great and is always friendly and on time.

**Councilor Doss** also said that he is disturbed that he sees no condemnations on the Agenda. He explained there are a lot of properties that need to be addressed and taken care of in the City. **Ms. Riordan** explained that she has five condemnations on her desk that will be brought before Council at the next scheduled meeting. She explained there were no scheduled reviews for this meeting.

**Mayor Janway** agreed with Councilor Doss on the Transit System and added the Transit System does a great job.

**Councilor Shirley** said several trees have been planted at Martin Luther King Park, thanks to the Arbor Tree Advisory Board and the Parks Department. He added the Park is looking wonderful.

0:15:36        **6. ADJOURN**

0:15:37        **Motion**

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

0:15:49        **Vote**

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

0:16:11        **Adjourn**

There being no further business, the meeting was adjourned at 6:25 p.m.

---

Mayor

ATTEST:

---

City Clerk

DRAFT

CITY OF CARLSBAD  
**PERSONNEL REPORT**  
April 8, 2014

**APPOINTMENTS:**

<u>NAME</u>	<u>DATE</u>	<u>DEPARTMENT</u>	<u>CLASSIFICATION</u>
Roland Martinez	04/14/14	Permits, Engineering & Regulation	CAD Technician

**TERMINATIONS:**

<u>NAME</u>	<u>DATE</u>	<u>DEPARTMENT</u>	<u>CLASSIFICATION</u>	<u>REASON</u>
Michelle Boudrie	03/31/14	Police	Animal Control Officer	Resigned
David Chamberlain	03/25/14	Garage	Master Mechanic	Declined job

**INTERNAL TRANSFERS AND PROMOTIONS:**

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

# CITY OF CARLSBAD

## RECOMMENDATION FOR EMPLOYMENT

Dale Janway, Mayor

Steve McCutcheon, City Administrator

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

**FROM:** Eric Navarrete, City Engineer

**SUBJECT:** Recommendation for Employment

**DATE:** March 31, 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: Roland Martinez Classification/Position: Computer Aided Drafting & Design Technician  
Department: Planning, Engineering & Regulation

☒ Regular ☒ Full-time ☐ Hourly \$ \_\_\_\_\_ per hour  
☐ Seasonal ☐ Part-time ☒ Salary \$ 51,586 per annum  
☐ Temporary ☐ On call

### Education Level:

☒ Associates Degree ☐ High School Diploma ☐ GED or equivalent  
Associate Degree of Applied Science in Electronic Technology  
☐ Bachelors Degree \_\_\_\_\_  
☐ Masters Degree \_\_\_\_\_  
☐ Other \_\_\_\_\_

### Employment:

Present or last Employer: Intrepid Potash  
From 2003 to present Classification: Engineering Tech II  
Duties: Drafting and updating as-built drawings of projects, surveying surface and underground,  
Drafting Electrical & Instrumentation Drawings

Related Experience: Intrepid Potash, Stoller Corporation, City of El Paso

Comments: Candidate will need to bring a copy of Associate's Degree for Personnel File.

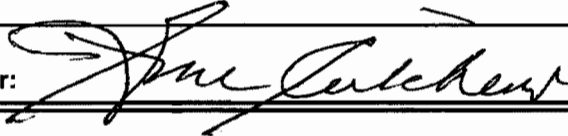


## CITY OF CARLSBAD

# **AGENDA BRIEFING MEMORANDUM PURCHASING RECOMMENDATION**

Council Meeting Date: 1/14/2014

<b>Department:</b> Executive	<b>BY:</b> Anna Beason, Project Administrator	<b>Date:</b> 1/8/2014
<b>SUBJECT:</b> Infrastructure <b>Description:</b> Renovations to the Softball, Baseball, Soccer Concessions located at Bob Forrest Youth Sports Complex		
<b>SYNOPSIS:</b> Qty _____ Total Est. Cost <u>\$ 233,800.00</u> Total Actual Cost <u>\$ 0.00</u> Budgeted Yes Est. City Share _____ Actual City Share <u>\$ 0.00</u> Account # <u>29-290-81012</u> <u>\$ 225,000.00</u> Account # <u>29-290-86540</u> <u>\$ 200,000.00</u> Account # _____ Account # _____ TOTAL <u>\$ 425,000.00</u>		
<b>BACKGROUND, JUSTIFICATION AND IMPACT:</b> (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)  The three (3) concessions that serve the BFYSC currently do not contain the facilities necessary to allow concessionaires the ability to prepare food other than snacks, popcorn, and hotdogs. The original plans for the concessions did include details for a commercial grill, fryer, warmer, refrigeration and fire suppression system but were eliminated due to funding limits. The City has budgeted \$250,000 to renovate the concessions as originally intended. NPSR Architects has completed bid documents to install commercial cooking equipment and fire suppression system at all three concessions. Also included is an upgrade of the evaporating cooling system to a Heating Ventilation Air Conditioning (HVAC) system. The BFYSC has reviewed the plans and the documents met their approval.  We are requesting Council consideration to allow the project to be advertised for bid.		
<b>Requested action to be taken by Council:</b> Advertise Invitation for Bid	<b>Council Action Taken:</b> Select one	<b>Date:</b>
<b>Reviewed by City Administrator:</b>		

<b>POST BID/RFP RECOMMENDATION</b>		<b>Council Meeting Date:</b>
<b>Requested action to be taken by Council:</b> Award Bid Number 2014-01	<b>Council Action Taken:</b> Select one	<b>Date:</b> 04/08/2014
<b>ADDITIONAL INFORMATION:</b> Recommend to Council the award of Bid No. 2014-01 for the renovation and equipping of three concessions to WW Construction of the base bid and alternate #1 in the amount of \$424,748.48 (including grt).		
<b>Reviewed by City Administrator:</b>  4-3-14		

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



April 2, 2014

City of Carlsbad  
PO Box 1569  
Carlsbad, NM 88220

RE: Carlsbad Sports Complex Concession Remodel

Two bids were received March 5, 2014 on the Carlsbad Sports Complex Concession Remodel. The bids were as follows:

	Base Bid	Alternate #1 (Add)
WW Construction	\$ 294,795	\$ 100,550
Southwest CM	\$ 306,000	\$ 98,000
* Does not include NMGR		

I recommend that the project be awarded to WW Construction.

Sincerely,

A handwritten signature in black ink, appearing to read "Brad Nesser", followed by a horizontal line.

Brad Nesser, AIA  
President



**Re-Bid Carlsbad Sports Complex Renovations**  
**March 5, 2014 @ 2:00 p.m.**

**606 W. Pierce**  
**Carlsbad, NM 88220**  
**Tele: 575-885-4775 Fax: 575-885-4827**

Name of Firm	Base Bid	Alternate #1	Errata Addendum 1 & 2
CD General Contractors	NBR		
Southwest CM	306,000	98,000	x
W W Construction	294,795	100,550	x

## CITY OF CARLSBAD

# AGENDA BRIEFING MEMORANDUM PURCHASING RECOMMENDATION

Council Meeting Date: 4/8/14

<b>Department:</b> CRC	<b>BY:</b> Matt Fletcher, Purchasing Mgr.	<b>Date:</b> 4/2/14
---------------------------	--	------------------------

**SUBJECT:** Equipment  
**Description:**  
One (1) 15 Passenger Van

<b>SYNOPSIS:</b>	Qty <u>1</u>	Total Est. Cost	<u>\$ 30,000.00</u>	Total Actual Cost	<u>\$ 27,245.00</u>
	Budgeted Yes	Est. City Share	<u>\$ 30,000.00</u>	Actual City Share	<u>\$ 27,245.00</u>
	Account # <u>01-0125-80301</u>		<u>\$ 30,000.00</u>		
	Account # _____		_____		
	Account # _____		_____		
	Account # _____		_____		
		<b>TOTAL</b>	<u>\$ 30,000.00</u>		

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

The City of Carlsbad solicited bids to purchase One (1) 12 Passenger Van to be used by the CRC Department. The low bid was received in the amount of \$25,635 from Bob Turner Ford (dba Power Ford).

However, when the order was placed, Power Ford notified the City that the 12 Passenger Econoline Wagon is no longer available. Ford Motor Company is no longer building 12 passenger or larger vans.

The City has the option of purchasing a 15 passenger van from a State of New Mexico Pricing Agreement #40-000-13-00012, which is valid until November 18, 2014. The van would be a Chevrolet Express and would be purchased from Reliable Chevrolet, Albuquerque, New Mexico. The purchase amount for the van is \$27,245.

It is recommended that the City rescind the original award to Power Ford, and purchase the van utilizing State Contract # 40-000-13-00012.

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

Reviewed by City Administrator:

<b>POST BID/RFP RECOMMENDATION</b>	<b>Council Meeting Date:</b>	4-08-14
<b>Requested action to be taken by Council:</b>	<b>Council Action Taken:</b>	<b>Date:</b> 4-08-14
Other: 2014-05	Select one	
Rescind Award to Power Ford		
<b>ADDITIONAL INFORMATION:</b>		
If it please the Council, it is recommended to rescind award Bid # 2014-05 to Power Ford in the amount of \$25,635, and purchase a new 15 passenger van that is available from Reliable Chevrolet in the amount of \$27,245 from State Purchasing Agreement # 40-000-13-00012.		
Reviewed by City Administrator: /s/Steve McCutcheon		

ATTACHMENT(S): ☒ Specifications ☒ Bid/RFP Summary ☒ Other: State Pricing Agreement 40-000-13-00012



State of New Mexico  
General Services Department

Statewide Price Agreement

Awarded Vendor  
4 Vendors – See Page 7

Telephone No. \_\_\_\_\_

Price Agreement Number: 40-000-13-00012

Payment Terms: Net 30

F.O.B.: Destination

Delivery: See Page 7

Ship To:  
All State of New Mexico agencies, commissions,  
institutions, political subdivisions and local public  
bodies allowed by law.

Procurement Specialist: Eric Sanchez *ES*

Telephone No.: (505) 827-0554

Invoice:  
As Requested

Title: **Automotive Vehicle Cars & Vans**

Term: **November 19, 2013 thru November 18, 2014**

This Price Agreement is made subject to the “terms and conditions” shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

*[Signature]*  
New Mexico State Purchasing Agent

Date: 11/14/13

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 40-000-13-00012

Page-7

**Awarded Vendors:**

(AA) 0000049896

Bob Turner Ford dba Power Ford  
1101 Montano NE  
Albuquerque, NM 87107  
(505) 766-6600

Delivery: As Requested

(AB) 0000047770

Melloy Dodge  
9621 Coors NW  
Albuquerque, NM 87114  
(505) 922-2559

Delivery: As Needed

(AC) 0000049313

Reliable Chevrolet  
9901 Coors Blvd. NW  
Albuquerque, NM 87114  
(505) 338-5870

Delivery: 60 - 90 Days

(AD) 0000046112

Rich Ford Sales Inc.  
8601 Lomas Blvd. NE  
Albuquerque, NM 87112  
(505) 275-4529

Delivery: 60 - 90 Days ARO (Subject to Scheduling)

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 40-000-13-00012

Page-39

Item	Approx. Qty.	Unit	Article and Description	Unit Price	
018	60	Each	Van, Fifteen (15) Passenger, <u>(NOT FOR SCHOOL BUS USE)</u>		
				(AA)	(AC)
Base Cost, per unit, FOB, dealer's place of business				\$23,321.00	\$26,290.00
Net Cost, per unit, FOB, Santa Fe, New Mexico				\$23,321.00	\$26,290.00
Model:				Econoline Wagon	Express
Make:				Ford	Chevrolet
Engine:				5.4 V-8	6.0 Liter
MPG City:				N/A	11
MPG Hwy:				N/A	16

**Minimum Specifications:**

Air bag: Driver, factory installed  
Air conditioning: Factory installed, front and rear (CFC free)  
Axle: Traction control  
Brakes: Power, anti-lock, front and rear  
Bumper: Front and rear  
Color: Factory standard – to be determined by user agency – *white*  
Cruise control and tilt wheel  
Horsepower: 250 Torque: 345  
Glass: Factory standard tint- all around  
Gross vehicle weight: Eight thousand five hundred fifty (8,550) pounds  
Interior: Fully lined, top, sides and floor area, factory installed  
Mirrors: Outside – right and left, below eye level, non-glare, inside – day/night  
Radio: AM/FM, factory installed  
Rear door: Two (2) vertical opening with windows  
Keys: Three (3) sets  
Seating: Vinyl, fifteen (15) passenger  
Side door: Double hinged with window  
Steering: Power  
Tires: Factory standard, radial, to meet GVW, spare included  
Wheel base: One hundred thirty (130) inches  
Transmission: Automatic  
Windshield wipers: Electric, two (2) speed intermittent with windshield washer

*TOTAL PRICE  
with selected  
options*

**Options:**

- A) Alternate engine, liter \_\_\_\_\_
- B) Color: Other than factory standard, five (5) unit minimum
- C) Cruise control and tilt wheel
- D) 4 X 4 after market (may reduce to twelve (12) passenger)
- E) Mileage charge for one way delivery of vehicle to area(s) other than Santa Fe, NM
- F) Power windows and door locks
- G) Privacy glass, factor installed
- H) Seats, cloth

	(AA)	(AC)
add	N/A	\$11,945.00 6.6 L Diesel
add	\$1,395.00	\$300.00
(deduct)	\$150.00	Std
add	\$13,995.00	\$12,500.00
add	\$2.50	\$1.60 mile <i>\$440</i>
add	\$795.00	\$100.00
add	\$525.00	\$395.00
add	\$100.00	\$295.00

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 40-000-13-00012

Page-40

(Item 018 Continued)

- I) Sliding side door with window
- J) Floor to ceiling grab rail
- K) Running boards
- L) Trailer towing package, receiver hitch less ball mount, zero deductible
- M) Warranty, factory, five (5) years – One hundred thousand (100,000) miles, motor and drive train
- N) Warranty, factory, five (5) years – Seventy-five thousand (75,000) miles, motor and drive train, zero (0) deductible, bumper to bumper.
- O) Electric trailer brake controller
- P) Keys, additional
- Q) CD player
- R) CNG bi- fuel extended range
- S) Locking differential limited slip
- T) Prisoner partition behind driver and behind last rear seat
- U) Window bars
- V) Light bar (specify location of light bar)
  
- W) Spot light
- X) Raised roof
- Y) Wheel locks
- Z) Dual rear wheels
- AA) Air bag lock

	(AA)	(AC)
add	\$150.00	\$150.00
add	\$499.00	N/A
add	\$525.00	\$675.00
add	\$395.00	\$265.00
add	\$1,690.00	Std
add	\$1,795.00	\$1,445.00
add	\$525.00	\$230.00
add	\$165.00	\$60.00
add	\$449.00	\$290.00
add	N/A	N/A
add	\$395.00	\$325.00
add	\$1,995.00	\$1,850.00
add	\$950.00	\$1,725.00
add	\$2,450.00	\$1,350.00 14 LED Modules
add	\$450.00	\$360.00
add	\$4,995.00	—
add	N/A	\$90.00
add	N/A	N/A
add	N/A	N/A

**Vendor (AA) – Additional Options:**

- BB) Police package (Basic)
- CC) Police package number 2
- DD) Police package number 3

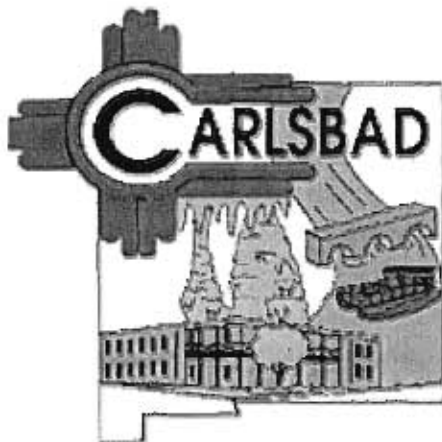
	(AA)
add	\$2,100
add	\$2,595.00
add	\$4,100.00

**Vendor (AC) – Additional Options:**

- BB) Rear vision camera
- CC) Remote keyless entry

	(AC)
add	\$200.00
add	\$170.00





AWARD NOTIFICATION  
Bid 2014-05  
One (1) Twelve Passenger Van

Award Date: February 25, 2014

Awarded to: Power Ford

Amount of Award: \$25,635

On February 25, 2014, the governing body of the City of Carlsbad approved the award of the above referenced Bid to Power Ford pending successful completion of the contract documents. I have attached a copy of the evaluation summary for your review.

If you should have any questions, please contact me at (575) 234-7905. Thank you for your bid.

Sincerely,

Matt Fletcher

Purchasing Manager

City of Carlsbad, NM

575-234-7905

[mstfletcher@cityofcarlsbadnm.com](mailto:mstfletcher@cityofcarlsbadnm.com)

## CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM  
PURCHASING RECOMMENDATION

Council Meeting Date: 2/25/14

Department: CRC	BY: Matt Fletcher, Purchasing Mgr.	Date: 2/19/14
--------------------	---------------------------------------	------------------

SUBJECT: Equipment  
Description:

One (1) 12 Passenger Van

<b>SYNOPSIS:</b>	Qty <u>1</u>	Total Est. Cost	<u>\$ 30,000.00</u>	Total Actual Cost	<u>\$ 25,635.00</u>
	Budgeted Yes	Est. City Share	<u>\$ 30,000.00</u>	Actual City Share	<u>\$ 25,635.00</u>
	Account # <u>01-0125-80301</u>		<u>\$ 30,000.00</u>		
	Account # _____		_____		
	Account # _____		_____		
	Account # _____		_____		
		<b>TOTAL</b>	<u>\$ 30,000.00</u>		

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

The City of Carlsbad solicited bids to purchase One (1) 12 Passenger Van to be used by the CRC Department.

The low bid was received in the amount of \$25,635 from Bob Turner Ford (dba Power Ford).

Requested action to be taken by Council:  
Other:

Council Action Taken:  
Select one

Date:

Reviewed by City Administrator:

**POST BID/RFP RECOMMENDATION**

Council Meeting Date:

Council Approved

Requested action to be taken by Council:

Council Action Taken:

Date:

Award Bid Number 2014-05

Select one

FEB 25 2014

Award to Power Ford

**ADDITIONAL INFORMATION:**

If it please the Council, it is recommended to award Bid # 2014-05 to Power Ford in the amount of \$25,635.

Reviewed by City Administrator:

*[Signature]* 2/20/14

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

## CITY OF CARLSBAD

# **AGENDA BRIEFING MEMORANDUM PURCHASING RECOMMENDATION**

Council Meeting Date: 4/8/14

<b>Department:</b> Police	<b>BY:</b> Matt Fletcher, Purchasing Mgr.	<b>Date:</b> 4/2/14
<b>SUBJECT:</b> Equipment <b>Description:</b> Two (2) SUV for Carlsbad Police Department Detective Division		
<b>SYNOPSIS:</b> Qty <u>2</u> Total Est. Cost <u>\$ 69,122.00</u> Total Actual Cost <u>\$ 56,520.00</u> Budgeted Yes    Est. City Share <u>\$ 69,122.00</u> Actual City Share <u>\$ 56,520.00</u> Account # <u>01-0040-85136</u> <u>\$ 69,122.00</u> Account # _____ Account # _____ Account # _____ <div style="text-align: right;">TOTAL <u>\$ 69,122.00</u></div>		

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

The City of Carlsbad solicited bids to purchase Two (2) SUV to be utilized by the Carlsbad Police Dept. Detective Division.

The low bid was received in the amount of \$56,520 from Don Chalmers Ford, Rio Rancho, New Mexico. The price per vehicle is \$28,260 each.

Requested action to be taken by Council:

Council Action Taken:

Date:

Other:

Select one

Reviewed by City Administrator:

**POST BID/RFP RECOMMENDATION**

Council Meeting Date:

04/08/2014

Requested action to be taken by Council:

Council Action Taken:

Date: 4/3/14

Award Bid Number

2014-15

Select one

Award to Don Chalmers Ford

**ADDITIONAL INFORMATION:**

If it please the Council, it is recommended to award Bid # 2014-15 to Don Chalmers Ford in the amount of \$56,520.

Reviewed by City Administrator: /s/Steve McCutcheon

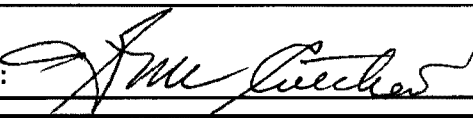
 ATTACHMENT(S): ☐ Specifications ☒ Bid/RFP Summary ☐ Other: \_\_\_\_\_



## CITY OF CARLSBAD

# **AGENDA BRIEFING MEMORANDUM PURCHASING RECOMMENDATION**

Council Meeting Date: 4/08/14

<b>Department:</b> Double Eagle	<b>BY:</b> Luis Camero, Director of Utilities	<b>Date:</b> 4/2/14
<b>SUBJECT:</b> Infrastructure <b>Description:</b> Double Eagle Well Improvements		
<b>SYNOPSIS:</b> Qty <u>One (1)</u> Total Est. Cost <u>\$ 243,000.00</u> Total Actual Cost _____ Budgeted Yes                   Est. City Share <u>\$ 243,000.00</u> Actual City Share _____ Account # <u>36-0362-85254-01</u> <u>\$ 200,000.00</u> Account # <u>36-0362-85254-02</u> <u>\$ 45,000.00</u> Account # _____ Account # _____ <div style="text-align: right;">TOTAL <u>\$ 245,000.00</u></div>		
<b>BACKGROUND, JUSTIFICATION AND IMPACT:</b> (Safety and Welfare/Financial/Personnel/Infrastructure/etc.) The City budgeted \$245,000 for the drilling of an additional five (5) Wells at the Double Eagle Water System. A total of seven (7) replacement wells have already been drilled, the budgeted funds will go towards engineering services to plan and design five (5) new wells which will be placed in locations permitted by the State Engineer's Office but where a well has never been located previously.  The City has made application to the Water Trust Board for grant funds in the amount of \$1.5 million to construct and equip these five wells. The total estimated cost of construction is \$2.4 Million. The remaining construction funds in the amount \$0.9 Million could be paid out of the remaining balance for the NMFA loan obtained for the Double Eagle Project.		
<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>  4-3-14		
<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>Date:</b>
<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: 4/8/14

<b>DEPARTMENT:</b> Executive	<b>BY:</b> Anna Beason, Project Administrator	<b>DATE:</b> 3/21/14
<b>SUBJECT:</b> 2013 Legislative Grants		
<p><b>BACKGROUND, ANALYSIS AND IMPACT:</b> (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)</p> <p>The City received capital appropriation funding during the 2013 Legislative Session. The City is in receipt of three (3) of the grant agreements for the following projects:</p> <p>Project No. 13-L-1708 Sunset Garden Cemetery - \$25,000          Project No. 13-L-1710 Lake Carlsbad Tennis Proshop Restroom Facility - \$100,000          Project No. 13-L-1706 Halagueno Arts Park - \$80,000</p> <p>The agreements are attached for your consideration and approval.</p>		
<b>DEPARTMENT RECOMMENDATION:</b> Acceptance and approval of the grant offer.		
<b>BOARD/COMMISSION/COMMITTEE ACTION:</b>		
P & Z Museum Board Library Board	Lodgers Tax Board San Jose Board N. Mesa Board	Cemetery Board Water Board Insurance Committee
} <input type="checkbox"/> APPROVED } <input type="checkbox"/> DISAPPROVED		

**Reviewed by:****City Administrator** /s/Steve McCutcheon**Date:** 4-3-14

ATTACHMENT(S): Grant Amendment (3 originals)

**STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
FUND 892 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the “Department” or abbreviation such as “DFA/LGD”, and City of Carlsbad, hereinafter called the “Grantee”. This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the Laws of 2013, Chapter 226, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

**WHEREAS**, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

**ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE**

A. The project that is the subject of this Agreement is described as follows:

13-L-1708

**\$25,000.00 APPROPRIATION REVERSION DATE: June 30, 2017**

**Laws of 2013, Chapter 226, Section 31, Para. 110, Twenty Five Thousand Dollars and No Cents (\$25,000.00), to plan, design, replace, equip, furnish and construct improvements to the Sunset Gardens cemetery in Carlsbad in County of Eddy.**

The Grantee's total reimbursements shall not exceed the appropriation amount Twenty Five Thousand Dollars and No Cents (\$25,000.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")<sup>1</sup>, if applicable, No Dollars and No Cents (\$0.00), which equals Twenty Five Thousand Dollars and No Cents (\$25,000.00) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

## **ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE**

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse<sup>2</sup> Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of

---

<sup>1</sup> The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

<sup>2</sup> "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.



all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

- (iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement ;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

- a. must be approved by the applicable oversight entity (if any) in accordance with law; or

- b. if no oversight entity is required to approve of the transaction, the Department must approve of the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

- (vi) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
  - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
  - c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 3.
  - d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

### **ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: City of Carlsbad  
Name: Anna Beason  
Title: Project Administrator  
Address: P.O. Box 1570, Carlsbad, New Mexico 88221  
Email: ambeason@cityofcarlsbadnm.com  
Telephone: (575) 887-1191  
FAX: (575) 887-7559

Department: DFA/Local Government Division  
Name: Ms. Karen Ramage  
Title: Project Manager  
Address: Bataan Memorial Bldg Rm 202, Santa Fe, New Mexico, 87501  
Email: karen.ramage@state.nm.us  
Telephone: 505-827-4963  
FAX: 505-827-4948

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

#### **ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION**

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2017 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be "expended" on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to "encumber" the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are "expended" and an "expenditure" has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* "expended" and an "expenditure" has *not* occurred as of the date they are "encumbered" by the Grantee pursuant to a contract or purchase order with a third party.

#### **ARTICLE V. EARLY TERMINATION**

##### **A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (A).

##### **B. Early Termination Before Reversion Date Due to Non-appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to Article I and, if that occurs,

the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (B).

**C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

**ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

A. The Department may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
- (ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

**D. Corrective Action Plan in the Event of Suspension**

In the event that the Department chooses, in its absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The

corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

## **ARTICLE VII. AMENDMENT**

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

## **ARTICLE VIII. REPORTS**

### **A. Paper Periodic Reports**

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit 1. The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Periodic Report format or content.

The Paper Periodic Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days' advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

### **B. Paper Final Report**

The Grantee shall submit to the Department and the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit 1. The Department shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, whichever first occurs.

### **C. Paperless Reporting**

In addition to the paper reports described in subparagraphs A and B of this Article, the Grantee shall report periodic and final Project activity by entering such Project information as the Department and the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report on a paperless basis. The Paperless Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The

Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

**D. Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may (i) request such additional information regarding the Project as it deems necessary and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this Article VIII.

**ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 2. Payment requests are subject to the following procedures:

- (i) The Grantee must submit one original and one copy of each Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

**B. Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Twenty (20) days from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party

- contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
  - (iii) Twenty (20) days from date of Early Termination; or
  - (iv) Twenty (20) days from the Reversion Date.

C. The Grantee's failure to abide by the requirements set forth in Article II herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

#### **ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES**

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
  - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to

- Section 13-4-11 B, NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."
  - (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.
  - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.
- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
  - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
  - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
  - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
  - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
  - (vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or



responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

#### **ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS**

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department of Finance and Administration and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

#### **ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

### **ARTICLE XIII. LIABILITY**

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

### **ARTICLE XIV. SCOPE OF AGREEMENT**

This Agreement constitutes the entire and exclusive agreement between the Grantee and DFA concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

### **ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

The Grantee acknowledges and agrees that Grantee shall include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Carlsbad may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Carlsbad’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Carlsbad or the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Carlsbad or DFA/LGD.”

### **ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

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

“This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (DFA/LGD) Grant

Agreement. Should the DFA/LGD early terminate the grant agreement, the City of Carlsbad may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Carlsbad only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

#### **XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.**

- A. Throughout the term of this Agreement, Grantee shall:
1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
  2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
  3. timely submit all required financial reports to its budgetary oversight agency (if any); and
  4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

#### **ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES**

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee’s sole responsibility to determine through BOF staff what (if any) conditions are currently

imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

[THIS SPACE LEFT BLANK INTENTIONALLY]

**City of Carlsbad**

Page 15 of 18

**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
PAPER PERIODIC/FINAL REPORT  
EXHIBIT 1**

☐ PERIODIC REPORT      ☐ FINAL REPORT

Grantee: \_\_\_\_\_

Project Number: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

1. Please provide a detailed status of project referenced above.

**A. Third Party Obligations**

Purchase Order or Contract # \_\_\_\_\_

Name of Contractor or Vendor: \_\_\_\_\_

Amount of Third Party Obligation: \_\_\_\_\_

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

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

**B. Project Phase**

Bonds Sold ☐ Plan/Design ☐ Bid Documents ☐ Construction ☐  
(provide anticipated date of commencement and completion for each phase)

2. Grant Amount adjusted for AIPP if applicable: \_\_\_\_\_

Total Amount of all Notices of Obligation to Reimburse: \_\_\_\_\_

Total Grant Amount Expended by Grantee to Date: \_\_\_\_\_

Grant Balance as of this Date: \_\_\_\_\_

Amount of Other Unexpended Funding Sources: \_\_\_\_\_

☐ **PERIODIC REPORT**

I hereby certify that the aforementioned Capital Grant Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

☐ **FINAL REPORT**

I hereby certify that the aforementioned Capital Grant Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements.

\_\_\_\_\_  
Grantee Representative/Title

\_\_\_\_\_  
Date

**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
Request for Payment Form  
Exhibit 2**

**I. Grantee Information**

(Make sure information is complete & accurate)

A. Grantee: \_\_\_\_\_  
B. Address: \_\_\_\_\_  
Complete Mailing, including Suite, if applicable  
\_\_\_\_\_  
City State Zip  
C. Phone No: \_\_\_\_\_  
D. Grant No: \_\_\_\_\_  
E. Project Title: \_\_\_\_\_  
F. Grant Expiration Date: \_\_\_\_\_

**II. Payment Computation**

A. Grant Amount: \_\_\_\_\_  
B. AIPP Amount (If Applicable) \_\_\_\_\_  
C. Funds Requested to Date: \_\_\_\_\_  
D. Amount Requested this Payment: \_\_\_\_\_  
E. Grant Balance: \$0.00  
F. ☐ GF ☐ GOB ☐ STB (attach wire if 1st draw)  
G. Payment Request No. \_\_\_\_\_

**III. Fiscal Year Expenditure Period Ending:**  
(check one)

(Jan-Jun) ☐ Fiscal  
(Jul-Dec) ☐ Year

**IV. Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

**Grantee Fiscal Officer**

Printed Name

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

SWORN TO AND SUBSCRIBED  
before me on this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_

Notary Public \_\_\_\_\_  
My Commission expires \_\_\_\_\_

**Grantee Representative**

Printed Name

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

SWORN TO AND SUBSCRIBED  
before me on this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_

Notary Public \_\_\_\_\_  
My Commission expires \_\_\_\_\_

**(Department Use Only)**

Vendor Code: \_\_\_\_\_  
Loc No.: \_\_\_\_\_

Fund No.: \_\_\_\_\_

Division Fiscal Officer	Date
I certify that the Grantee financial and vendor file information agree with the above submitted information.	

Division Project Manager	Date
I certify that the Grantee records and related appropriation laws agree with the above submitted information.	

**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT 3**

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

**TO:** Grantee Representative: \_\_\_\_\_

**FROM:** Department Representative: \_\_\_\_\_

**SUBJECT:** Notice of Obligation to Reimburse Grantee

**Project Number:** \_\_\_\_\_

As the designated representative of the Department for Grant Agreement number 13-L-1708 entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Third Party Obligation (includes purchase orders and contract) #: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

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

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount adjusted for AIPP if applicable: \_\_\_\_\_

The Amount of this Notice of Obligation to Reimburse: \_\_\_\_\_

The Total Amount of all Previously Issued Notices of Obligation: \_\_\_\_\_

The Total Amount of all Notices of Obligation to Reimburse as of this Date:

\_\_\_\_\_

Department Representative: \_\_\_\_\_

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

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

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



**STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
FUND 892 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the “Department” or abbreviation such as “DFA/LGD”, and City of Carlsbad, hereinafter called the “Grantee”. This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the Laws of 2013, Chapter 226, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

**WHEREAS**, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

**ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE**

A. The project that is the subject of this Agreement is described as follows:

13-L-1710

**\$100,000.00 APPROPRIATION REVERSION DATE: June 30, 2017**

**Laws of 2013, Chapter 226, Section 31, Para. 112, One Hundred Thousand Dollars and No Cents (\$100,000.00), to plan, design, construct, equip and furnish a restroom facility for the Lake Carlsbad tennis courts in Carlsbad in County of Eddy.**

The Grantee's total reimbursements shall not exceed the appropriation amount One Hundred Thousand Dollars and No Cents (\$100,000.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")<sup>1</sup>, if applicable, No Dollars and No Cents (\$0.00), which equals One Hundred Thousand Dollars and No Cents (\$100,000.00) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

## **ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE**

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse<sup>2</sup> Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of

---

<sup>1</sup> The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

<sup>2</sup> "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

- (iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement ;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

- a. must be approved by the applicable oversight entity (if any) in accordance with law; or
- b. if no oversight entity is required to approve of the transaction, the Department must approve of the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

- (vi) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:
  - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
  - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
  - c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 3.
  - d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

### **ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: City of Carlsbad  
Name: Anna Beason  
Title: Project Administrator  
Address: P.O. Box 1571, Carlsbad, New Mexico 88221  
Email: ambeason@cityofcarlsbadnm.com  
Telephone: (575) 887-1191  
FAX: (575) 887-7559

Department: DFA/Local Government Division  
Name: Ms. Karen Ramage  
Title: Project Manager  
Address: Bataan Memorial Bldg Rm 202, Santa Fe, New Mexico, 87501  
Email: karen.ramage@state.nm.us  
Telephone: 505-827-4963  
FAX: 505-827-4948

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

#### **ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION**

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the “Reversion Date.” Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2017 the Reversion Date unless Terminated Before Reversion Date (“Early Termination”) pursuant to Article V herein.

B. The Project’s funds must be “expended” on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to “encumber” the Project funds on its books on or before the Project’s Reversion Date or Early Termination Date. Funds are “expended” and an “expenditure” has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* “expended” and an “expenditure” has *not* occurred as of the date they are “encumbered” by the Grantee pursuant to a contract or purchase order with a third party.

#### **ARTICLE V. EARLY TERMINATION**

##### **A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days’ advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (A).

##### **B. Early Termination Before Reversion Date Due to Non-appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term “non-appropriate” or “non-appropriation” includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to Article I and, if that occurs,

the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (B).

**C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

**ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

A. The Department may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
- (ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

**D. Corrective Action Plan in the Event of Suspension**

In the event that the Department chooses, in its absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The

corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

## **ARTICLE VII. AMENDMENT**

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

## **ARTICLE VIII. REPORTS**

### **A. Paper Periodic Reports**

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit 1. The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Periodic Report format or content.

The Paper Periodic Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days' advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

### **B. Paper Final Report**

The Grantee shall submit to the Department and the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit 1. The Department shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, whichever first occurs.

### **C. Paperless Reporting**

In addition to the paper reports described in subparagraphs A and B of this Article, the Grantee shall report periodic and final Project activity by entering such Project information as the Department and the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report on a paperless basis. The Paperless Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The

Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

**D. Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may (i) request such additional information regarding the Project as it deems necessary and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this Article VIII.

**ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 2. Payment requests are subject to the following procedures:

- (i) The Grantee must submit one original and one copy of each Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

**B. Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Twenty (20) days from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party



- contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

C. The Grantee's failure to abide by the requirements set forth in Article II herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

#### **ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES**

- A. The following general conditions and restrictions are applicable to the Project:
  - (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
  - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to

- Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."
  - (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.
  - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.
- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
  - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
  - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
  - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
  - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
  - (vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or

responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

#### **ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS**

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department of Finance and Administration and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

#### **ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

### **ARTICLE XIII. LIABILITY**

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

### **ARTICLE XIV. SCOPE OF AGREEMENT**

This Agreement constitutes the entire and exclusive agreement between the Grantee and DFA concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

### **ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

The Grantee acknowledges and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Carlsbad may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Carlsbad's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Carlsbad or the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Carlsbad or DFA/LGD."

### **ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

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

"This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (DFA/LGD) Grant

Agreement. Should the DFA/LGD early terminate the grant agreement, the City of Carlsbad may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Carlsbad only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

## **XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.**

- A. Throughout the term of this Agreement, Grantee shall:
1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
  2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
  3. timely submit all required financial reports to its budgetary oversight agency (if any); and
  4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

## **ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES**

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee’s sole responsibility to determine through BOF staff what (if any) conditions are currently

imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

[THIS SPACE LEFT BLANK INTENTIONALLY]

Page 15 of 18

**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
PAPER PERIODIC/FINAL REPORT  
EXHIBIT 1**

☐ PERIODIC REPORT      ☐ FINAL REPORT

Grantee: \_\_\_\_\_

Project Number: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

1. Please provide a detailed status of project referenced above.

**A. Third Party Obligations**

Purchase Order or Contract # \_\_\_\_\_

Name of Contractor or Vendor: \_\_\_\_\_

Amount of Third Party Obligation: \_\_\_\_\_

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

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

**B. Project Phase**

Bonds Sold ☐ Plan/Design ☐ Bid Documents ☐ Construction ☐  
(provide anticipated date of commencement and completion for each phase)

2. Grant Amount adjusted for AIPP if applicable: \_\_\_\_\_

Total Amount of all Notices of Obligation to Reimburse: \_\_\_\_\_

Total Grant Amount Expended by Grantee to Date: \_\_\_\_\_

Grant Balance as of this Date: \_\_\_\_\_

Amount of Other Unexpended Funding Sources: \_\_\_\_\_

☐ **PERIODIC REPORT**

I hereby certify that the aforementioned Capital Grant Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

☐ **FINAL REPORT**

I hereby certify that the aforementioned Capital Grant Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements.

\_\_\_\_\_  
Grantee Representative/Title

\_\_\_\_\_  
Date



**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
Request for Payment Form  
Exhibit 2**

**I. Grantee Information**

(Make sure information is complete & accurate)

A. Grantee: \_\_\_\_\_  
B. Address: \_\_\_\_\_  
Complete Mailing, including Suite, if applicable  
\_\_\_\_\_  
City State Zip  
C. Phone No: \_\_\_\_\_  
D. Grant No: \_\_\_\_\_  
E. Project Title: \_\_\_\_\_  
F. Grant Expiration Date: \_\_\_\_\_

**II. Payment Computation**

A. Grant Amount: \_\_\_\_\_  
B. AIPP Amount (If Applicable) \_\_\_\_\_  
C. Funds Requested to Date: \_\_\_\_\_  
D. Amount Requested this Payment: \_\_\_\_\_  
E. Grant Balance: \$0.00  
F. ☐ GF ☐ GOB ☐ STB (attach wire if 1st draw)  
G. Payment Request No. \_\_\_\_\_

**III. Fiscal Year Expenditure Period Ending:**  
(check one)

(Jan-Jun) ☐ Fiscal  
(Jul-Dec) ☐ Year

**IV. Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

**Grantee Fiscal Officer**

**Grantee Representative**

Printed Name  
Date: \_\_\_\_\_

Printed Name  
Date: \_\_\_\_\_

SWORN TO AND SUBSCRIBED  
before me on this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_

SWORN TO AND SUBSCRIBED  
before me on this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_

Notary Public \_\_\_\_\_  
My Commission expires \_\_\_\_\_

Notary Public \_\_\_\_\_  
My Commission expires \_\_\_\_\_

**(Department Use Only)**

Vendor Code: \_\_\_\_\_  
Loc No.: \_\_\_\_\_

Fund No.: \_\_\_\_\_

Division Fiscal Officer	Date
I certify that the Grantee financial and vendor file information agree with the above submitted information.	

Division Project Manager	Date
I certify that the Grantee records and related appropriation laws agree with the above submitted information.	

**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT 3**

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

**TO:** Grantee Representative: \_\_\_\_\_

**FROM:** Department Representative: \_\_\_\_\_

**SUBJECT:** Notice of Obligation to Reimburse Grantee

Project Number: \_\_\_\_\_

As the designated representative of the Department for Grant Agreement number 13-L-1710 entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Third Party Obligation (includes purchase orders and contract) #: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

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

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount adjusted for AIPP if applicable: \_\_\_\_\_

The Amount of this Notice of Obligation to Reimburse: \_\_\_\_\_

The Total Amount of all Previously Issued Notices of Obligation: \_\_\_\_\_

The Total Amount of all Notices of Obligation to Reimburse as of this Date:

\_\_\_\_\_

Department Representative: \_\_\_\_\_

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

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

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

**STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
FUND 892 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the “Department” or abbreviation such as “DFA/LGD”, and City of Carlsbad, hereinafter called the “Grantee”. This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the Laws of 2013, Chapter 226, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

**WHEREAS**, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

**ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE**

A. The project that is the subject of this Agreement is described as follows:

13-L-1706

**\$80,000.00 APPROPRIATION REVERSION DATE: June 30, 2017**

**Laws of 2013, Chapter 226, Section 31, Para. 108, Eighty Thousand Dollars and No Cents (\$80,000.00), to plan, design, equip, furnish and construct improvements to the Halagueno arts park in Carlsbad in County of Eddy.**

The Grantee's total reimbursements shall not exceed the appropriation amount Eighty Thousand Dollars and No Cents (\$80,000.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")<sup>1</sup>, if applicable, No Dollars and No Cents (\$0.00), which equals Eighty Thousand Dollars and No Cents (\$80,000.00) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

## **ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE**

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse<sup>2</sup> Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of

---

<sup>1</sup> The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

<sup>2</sup> "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

- (iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement ;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
  - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
  - b. if no oversight entity is required to approve of the transaction, the Department must approve of the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

- (vi) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:
  - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
  - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
  - c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 3.
  - d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

### **ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: City of Carlsbad  
Name: Anna Beason  
Title: Project Administrator  
Address: P.O. Box 1568, Carlsbad, New Mexico 0  
Email: ambeason@cityofcarlsbadnm.com  
Telephone: (575) 887-1191  
FAX: (575) 887-7559

Department: DFA/Local Government Division  
Name: Ms. Karen Ramage  
Title: Project Manager  
Address: Bataan Memorial Bldg Rm 202, Santa Fe, New Mexico, 87501  
Email: karen.ramage@state.nm.us  
Telephone: 505-827-4963  
FAX: 505-827-4948

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

#### **ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION**

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2017 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be "expended" on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to "encumber" the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are "expended" and an "expenditure" has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* "expended" and an "expenditure" has *not* occurred as of the date they are "encumbered" by the Grantee pursuant to a contract or purchase order with a third party.

#### **ARTICLE V. EARLY TERMINATION**

##### **A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (A).

##### **B. Early Termination Before Reversion Date Due to Non-appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to Article I and, if that occurs,

the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (B).

**C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

**ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

A. The Department may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
- (ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

**D. Corrective Action Plan in the Event of Suspension**

In the event that the Department chooses, in its absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The



corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

## **ARTICLE VII. AMENDMENT**

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

## **ARTICLE VIII. REPORTS**

### **A. Paper Periodic Reports**

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit 1. The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Periodic Report format or content.

The Paper Periodic Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days' advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

### **B. Paper Final Report**

The Grantee shall submit to the Department and the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit 1. The Department shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, whichever first occurs.

### **C. Paperless Reporting**

In addition to the paper reports described in subparagraphs A and B of this Article, the Grantee shall report periodic and final Project activity by entering such Project information as the Department and the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report on a paperless basis. The Paperless Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The

Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

**D. Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may (i) request such additional information regarding the Project as it deems necessary and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this Article VIII.

**ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 2. Payment requests are subject to the following procedures:

- (i) The Grantee must submit one original and one copy of each Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

**B. Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Twenty (20) days from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party

- contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
  - (iii) Twenty (20) days from date of Early Termination; or
  - (iv) Twenty (20) days from the Reversion Date.

C. The Grantee's failure to abide by the requirements set forth in Article II herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

#### **ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES**

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
  - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to

Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."
- (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.
- (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- (i) The Grantee has the legal authority to receive and expend the Project's funds.
- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or

responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

#### **ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS**

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department of Finance and Administration and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

#### **ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

### **ARTICLE XIII. LIABILITY**

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

### **ARTICLE XIV. SCOPE OF AGREEMENT**

This Agreement constitutes the entire and exclusive agreement between the Grantee and DFA concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

### **ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

The Grantee acknowledges and agrees that Grantee shall include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Carlsbad may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Carlsbad’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Carlsbad or the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Carlsbad or DFA/LGD.”

### **ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

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

“This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (DFA/LGD) Grant

Agreement. Should the DFA/LGD early terminate the grant agreement, the City of Carlsbad may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Carlsbad only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

## **XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.**

- A. Throughout the term of this Agreement, Grantee shall:
1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
  2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
  3. timely submit all required financial reports to its budgetary oversight agency (if any); and
  4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

## **ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES**

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee’s sole responsibility to determine through BOF staff what (if any) conditions are currently

imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

[THIS SPACE LEFT BLANK INTENTIONALLY]



**City of Carlsbad**

Page 15 of 18

**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
PAPER PERIODIC/FINAL REPORT  
EXHIBIT 1**

☐ PERIODIC REPORT    ☐ FINAL REPORT

Grantee: \_\_\_\_\_

Project Number: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

1. Please provide a detailed status of project referenced above.

**A. Third Party Obligations**

Purchase Order or Contract # \_\_\_\_\_

Name of Contractor or Vendor: \_\_\_\_\_

Amount of Third Party Obligation: \_\_\_\_\_

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

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

**B. Project Phase**

Bonds Sold ☐ Plan/Design ☐ Bid Documents ☐ Construction ☐  
(provide anticipated date of commencement and completion for each phase)

2. Grant Amount adjusted for AIPP if applicable: \_\_\_\_\_

Total Amount of all Notices of Obligation to Reimburse: \_\_\_\_\_

Total Grant Amount Expended by Grantee to Date: \_\_\_\_\_

Grant Balance as of this Date: \_\_\_\_\_

Amount of Other Unexpended Funding Sources: \_\_\_\_\_

☐ **PERIODIC REPORT**

I hereby certify that the aforementioned Capital Grant Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

☐ **FINAL REPORT**

I hereby certify that the aforementioned Capital Grant Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements.

\_\_\_\_\_  
Grantee Representative/Title

\_\_\_\_\_  
Date

**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
Request for Payment Form  
Exhibit 2**

**I. Grantee Information**

(Make sure information is complete & accurate)

- A. Grantee: \_\_\_\_\_  
B. Address: \_\_\_\_\_  
Complete Mailing, including Suite, if applicable  
\_\_\_\_\_  
City State Zip  
C. Phone No: \_\_\_\_\_  
D. Grant No: \_\_\_\_\_  
E. Project Title: \_\_\_\_\_  
F. Grant Expiration Date: \_\_\_\_\_

**II. Payment Computation**

- A. Grant Amount: \_\_\_\_\_  
B. AIPP Amount (If Applicable) \_\_\_\_\_  
C. Funds Requested to Date: \_\_\_\_\_  
D. Amount Requested this Payment: \_\_\_\_\_  
E. Grant Balance: \$0.00  
F. ☐ GF ☐ GOB ☐ STB (attach wire if 1st draw)  
G. Payment Request No. \_\_\_\_\_

**III. Fiscal Year Expenditure Period Ending:**  
(check one)

- (Jan-Jun) ☐ Fiscal  
(Jul-Dec) ☐ Year

**IV. Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

**Grantee Fiscal Officer**

Printed Name  
Date: \_\_\_\_\_

SWORN TO AND SUBSCRIBED  
before me on this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_

Notary Public \_\_\_\_\_  
My Commission expires \_\_\_\_\_

**Grantee Representative**

Printed Name  
Date: \_\_\_\_\_

SWORN TO AND SUBSCRIBED  
before me on this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_

Notary Public \_\_\_\_\_  
My Commission expires \_\_\_\_\_

**(Department Use Only)**

Vendor Code: \_\_\_\_\_  
Loc No.: \_\_\_\_\_

Fund No.: \_\_\_\_\_

Division Fiscal Officer	Date
I certify that the Grantee financial and vendor file information agree with the above submitted information.	

Division Project Manager	Date
I certify that the Grantee records and related appropriation laws agree with the above submitted information.	

**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT 3**

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

**TO:** Grantee Representative: \_\_\_\_\_

**FROM:** Department Representative: \_\_\_\_\_

**SUBJECT:** Notice of Obligation to Reimburse Grantee

Project Number: \_\_\_\_\_

As the designated representative of the Department for Grant Agreement number 13-L-1706 entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Third Party Obligation (includes purchase orders and contract) #: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

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

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount adjusted for AIPP if applicable: \_\_\_\_\_

The Amount of this Notice of Obligation to Reimburse: \_\_\_\_\_

The Total Amount of all Previously Issued Notices of Obligation: \_\_\_\_\_

The Total Amount of all Notices of Obligation to Reimburse as of this Date:

\_\_\_\_\_

Department Representative: \_\_\_\_\_

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

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

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

**City of Carlsbad  
Personnel Department**

**Action Report  
Month of March 2014**

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

City of Carlsbad  
Personnel Department Action Report  
Month of March 2014

<b>EMPLOYEE REPORT</b>	Beginning of Month	New Hires	Terminations	Transfers In	Transfers Out	End of Month
Full-Time Employees	397	9	5			401
Part-Time/Temp Employees	64	2				66
Total Employees	461	10	5	0	0	467
Administrative	17					17
Judicial	8					8
Finance	18					18
Police	105	1	1			105
Fire	54	3				57
Culture & Recreation	108	3				111
Planning & Regulation	13					13
Utilities	72	4	4			72
Transportation & Facilities	66					66
TOTAL	461	11	5	0	0	467

<b>WEEKLY INDEMNITY</b>	Beginning of Month	New Claims	Released To Work	Terminated	End of Month
Employees on WI	8	2	6	1	3

<b>UNEMPLOYMENT CLAIMS</b>	Claims Received	Claims Returned	Claims Denied	Claims Approved	Claims Pending	Claims Appealed
Current Month	3	3		1	1	1

<b>DRUG TESTS</b>	Number Given
Pre-employment	5
Probationary	2
Post Accident	15
Random	6
Periodic	0
Probable Cause	0

<b>VACANCIES BID</b>	Department
Master Mechanic	Garage
Waste Water Operator	Waste Water
Waste Water Operator	WW Collections
Construction Maintenance 2	Construction

<b>PHYSICAL EXAMINATIONS</b>	Number Given
Pre-employment	5
Return to Work Evaluation	0
Functional Capacity Evaluation	0

<b>VACANCIES ADVERTISED</b>	Applications Received
Electrician	4
Warehouse Clerk	32
Master Mechanic	Pending
Animal Control Officer	Pending
Planning Director	Pending
Planning Deputy Director	Pending

<b>TESTING</b>	Number Given
Heavy Equipment	1

# CITY OF CARLSBAD

## INTER-OFFICE MEMORANDUM

Dale Janway, Mayor

Steve McCutcheon, City Administrator

April 2, 2014

TO: Council Members

FROM: Mayor Janway

RE: Board, Commission and Committee Appointments

---

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

Southeastern New Mexico Economic Development District/Council of Governments

Councilor Nick Salcido      2 year term

Thank you.

DJ/cm



RESOLUTION NO. 2014-\_\_\_\_\_

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

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

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

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

APPROVED, PASSED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mayor

ATTEST:


\_\_\_\_\_  
City Clerk

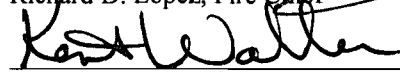
FIRST VERIFICATION (Prior to Actual Disposal)

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

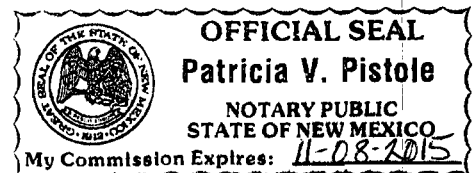
  
Tom Carlson, Director of Public Works

  
Luis R. Camero, Director of Utilities

  
Richard D. Lopez, Fire Chief

  
Kent Waller, Police Chief

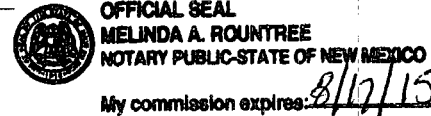
STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF EDDY )



Signed and sworn to me this 7th day of March, 2014, by Tom Carlson, Director of Public Works.

My commission expires: 11-08-2015

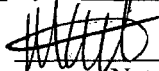
  
Notary Public



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

Signed and sworn to me this 4 day of March, 2014, by Luis R. Camero, Director of Utilities.

My commission expires: 8/17/15

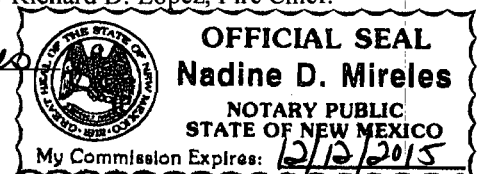
  
Notary Public

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

Signed and sworn to me this 17th day of March, 2014, by Richard D. Lopez, Fire Chief.

My commission expires: 12/12/2015

  
Notary Public

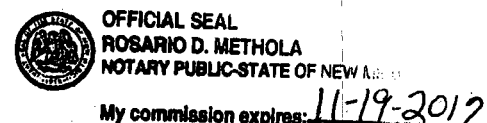


STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF EDDY )

Signed and sworn to me this 18th day of March, 2014, by Kent Waller, Chief of Police.

My commission expires: 11-19-2014

  
Notary Public



## UNUSABLE OR OBSOLETE CITY PROPERTY

Department: ENVIRONMENTAL

Date: 3-6-14

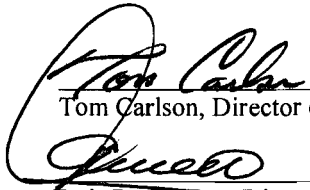
Department Head: RICHARD AGUILAR


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

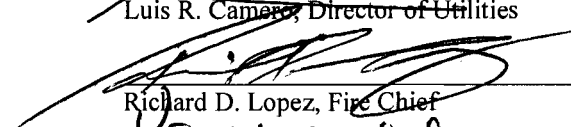
[illegible]

FIRST VERIFICATION (Prior to Actual Disposal)

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

  
Tom Carlson, Director of Public Works

  
Luis R. Camero, Director of Utilities

  
Richard D. Lopez, Fire Chief

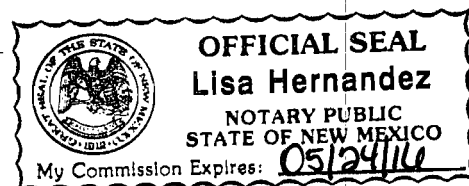
  
Kent Waller, Police Chief

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

Signed and sworn to me this 20<sup>th</sup> day of March, 2014, by Tom Carlson, Director of Public Works.

My commission expires: 05/24/16

  
Notary Public

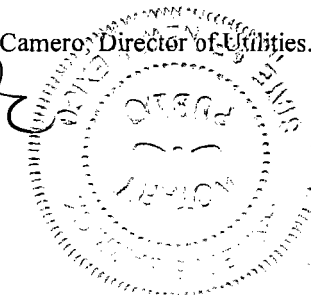


STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF EDDY )

Signed and sworn to me this 20<sup>th</sup> day of March, 2014, by Luis R. Camero, Director of Utilities.

My commission expires: January 22, 2017

  
Notary Public

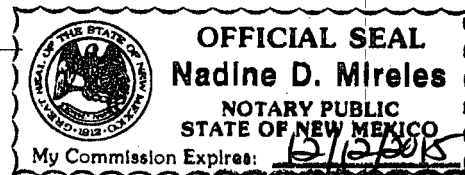


STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF EDDY )

Signed and sworn to me this 17<sup>th</sup> day of March, 2014, by Richard D. Lopez, Fire Chief.

My commission expires: 6/12/2015

  
Notary Public

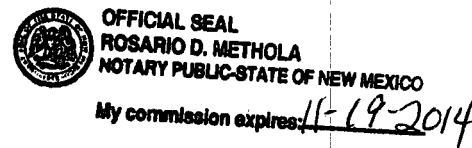


STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF EDDY )

Signed and sworn to me this 18<sup>th</sup> day of March, 2014, by Kent Waller, Chief of Police.

My commission expires: 11-19-2014

  
Notary Public



## UNUSABLE OR OBSOLETE CITY PROPERTY

Department: FINANCE

Date: 3-14-14

Department Head: MONICA HARRIS

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

[illegible]

## UNUSABLE OR OBSOLETE CITY PROPERTY

Department: Street

Date: 03/13/14

Department Head: Victor Tavaréz

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

[illegible]

## Department:

Date:

3.14.14

Department Head:

Kent Watter

[illegible]

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

Council Meeting Date: 8 April 2014

<b>DEPARTMENT:</b> Legal	<b>BY:</b> E. Riordan	<b>DATE:</b> April 2, 2014										
<b>SUBJECT:</b> Proposed Resolution requiring the removal of the mobile home and debris at 105 Parker												
<b>BACKGROUND, ANALYSIS AND IMPACT:</b> (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)  The property commonly known as 105 Parker is in a mobile home subdivision. The property has been inspected by a City Code Enforcement Officer and a Fire Marshal. They found an older mobile home and a small accessory structure on the property. The accessory structure, a storage building, appears to be in acceptable condition. The mobile home, however, is in very poor condition. The Fire Marshal noted numerous electrical issues including bare wires, poor connections, and overloaded circuits. These could result in a fire. The Code Enforcement Officer found the main sewer line to be broken allowing sewage to drain into the yard. Some plumbing fixtures drained onto the ground under the trailer. He saw what appeared to be mold in the structure. The floor was spongy in places. Skirting was missing. The yard and the interior of the home were cluttered with furniture and other household items. The inspectors do not believe that the structure may be reasonably brought into compliance with minimal health, safety, or building codes.  The Eddy County Assessor's Office lists Rick D. and Kathy Smith, c/o Rafael Marrufo, Jr. as owning or having an interest in the property and the mobile home. On April 2, 2014, they were sent a certified letter, return receipt requested, stating that the Carlsbad City Council would consider adopting this resolution at its meeting on April 8, 2014. The letter invited them to attend the meeting and speak with Council about the property.												
<b>DEPARTMENT RECOMMENDATION:</b> Adopt the proposed resolution.												
<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="3">} <input type="checkbox"/> APPROVED } } <input type="checkbox"/> DISAPPROVED</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></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"/> DISAPPROVED	<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"/> P & Z	<input type="checkbox"/> Lodgers Tax Board	<input type="checkbox"/> Cemetery Board	} <input type="checkbox"/> APPROVED } } <input type="checkbox"/> DISAPPROVED									
<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										
<b>Reviewed by:</b>  <b>Date:</b> <u>4-2-14</u> <b>City Administrator</b>												

**ATTACHMENT(S):**

Proposed Resolution with Attachments  
Photographs  
Letter to Ricky D. and Kathy Smith c/o Rafael Marrufo, Jr., dated April 2, 2014



## **RESOLUTION NO. 2014-**

### **A RESOLUTION FINDING THE BUILDING OR STRUCTURE AT THE PROPERTY COMMONLY KNOWN AS 105 PARKER TO BE RUINED, DAMAGED, AND DILAPIDATED AND FINDING THE PREMISES TO BE COVERED WITH RUINS, RUBBISH, WRECKAGE, WEEDS, DEBRIS; REQUIRING THE REMOVAL OF THE BUILDING, STRUCTURE, RUINS, RUBBISH, WRECKAGE, WEEDS, DEBRIS**

WHEREAS, the records of the Eddy County Assessor's Office show Ricky D and Kathy Smith to be the owners of or to have an interest in the property commonly known as 105 Parker, Carlsbad, Eddy County, New Mexico and more particularly described as

Lot 10, Block 4, WT Parker, hereinafter referred to as the "Property"; and

WHEREAS, those records show Ricky Smith c/o Rafael Marrufo Jr. to be the owner of the mobile home on the property; and

WHEREAS, the mobile home on the Property appears to be abandoned and is filled with trash, debris, and broken furniture; and

WHEREAS, the structure is unsecured and is unsafe and a fire hazard to the surrounding area; and

WHEREAS, a small storage building located at the back of the property is in good condition and is not to be included in this resolution; and

WHEREAS, the City of Carlsbad Code Enforcement Officer and the Fire Marshal have inspected the Property; and

WHEREAS, the structure was found to be ruined, damaged, and dilapidated, and the Property contained ruins, rubbish, wreckage, weeds and debris; and

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

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

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

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

1. A copy of this Resolution shall be served on the record owners, occupant, or agent in charge of the premises. Such service shall be in person if such a person can be found within the City of Carlsbad, New Mexico after a reasonable search.

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

3. Within ten days of either the receipt of a copy of this Resolution or the posting and publishing of this Resolution, the owners, occupant, or agent in charge of the premises shall commence removing the buildings, structures, ruins, rubbish, wreckage, weeds, and debris from the premises; or the owners, occupant, or agent in charge shall file a written objection with the Carlsbad Municipal Clerk at 101 N. Halagueno, Carlsbad, New Mexico 88220 and request a hearing before the City Council.

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

5. **The removal of the buildings, structures, ruins, rubbish, wreckage, weeds, and debris, shall begin immediately, and proceed properly and with diligence, and shall be completed in a timely manner, BUT IN NO CASE SHALL SUCH WORK TAKE LONGER THAN:**

**A. Ten days to remove all ruins, rubbish, wreckage, weeds, debris; and**

**B. Thirty days to remove structures**

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

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

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

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

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

INTRODUCED, PASSED, ADOPTED, AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2014

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

ATTEST:

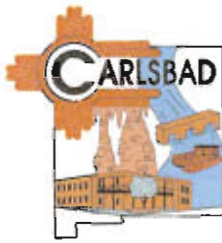
\_\_\_\_\_  
ANNETTE BARRICK, CITY CLERK



CITY OF CARLSBAD  
CARLSBAD POLICE DEPARTMENT  
CODE ENFORCEMENT  
REPORT



<b>Officer Use Only</b>  CE-14-1018	<b>Date of Complaint:</b> 2/27/2-14	<b>Complaint Taken By:</b> C. West
	<b>Complaint Name:</b> Unknown	<b>Phone Number:</b>
<b>Complaint Location:</b> 105 Parker <div style="text-align: right;">Carlsbad, County of Eddy, New Mexico, 88220</div>		
<b>Details of Complaint:</b> Substandard housing		
<b>Primary Structure:</b> <input type="checkbox"/> None <input type="checkbox"/> Occupied <input checked="" type="checkbox"/> Vacant <input type="checkbox"/> Secured <input type="checkbox"/> Unsecured <input type="checkbox"/> Unknown	<b>Photographs Taken:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<b>District:</b> <input type="checkbox"/> North <input checked="" type="checkbox"/> South
<b>Narrative:</b> An inspection was made at the above address. Noted in the mobile home was trash, debris, cock roaches, numerous electrical and plumbing issues. It was learned the CPS ordered the family out or the children would be taken away. Personal effects and furniture were left behind, to be picked up later. Mould was noted in the master bath and the water heater closet. See supplemental report for details. Suggest a condemnation of the mobile home.		
<b>Disposition of Case:</b> <input type="checkbox"/> NO Basis for Complaint <input type="checkbox"/> Mailed Notice of Violation Date: _____ <input type="checkbox"/> Door Hanger Notice of Violation Date: _____ <input type="checkbox"/> Verbal Warning <input type="checkbox"/> Referred to Other Agency Fire Marshall, City Attorney <input checked="" type="checkbox"/> Other follow up on 3/13/2014		
C. West	278	2/27/2014
<b>Printed Name of Officer</b>	<b>ID</b>	<b>Signature of Officer</b>
<b>Report Information:</b> Entered into Code Enforcement Database on: _____ By: _____		
		Page _____ of _____



City of Carlsbad  
Carlsbad Police Department  
Code Enforcement Division  
Case Supplemental



Case Number: CE-14 - 1018

Date: 2-27-14

Page: 2 of 2

Location: **105 Parker**

Carlsbad, County of Eddy, New Mexico, 88220

**Narrative:**

The overall picture of this mobile home is as follows: The interior was cluttered with furniture, clothing, toys, dirty dishes, dirty floors, dirty cabinets, dirty bathrooms, plumbing not working as designed, electrical wires protruding from the wall and electric lights hanging from the ceiling by the wiring. The main sewer line was found broken, allowing raw sewage to drain into the yard. The master bath tub had no drain. Tub and shower water drained on the ground under the trailer. The tub in the second bath had a large crack that appears to have been patched with a black substance. It appears the water heater was not connected properly. It also appears there was no hot water line connected from the water heater to the mobile home. There was mould noted in the main bath and in the water closet. There were several floor repairs made. Upon standing on the repairs, the floor was noted to give way to the weight of the inspector. The skirting had large gaps in several areas. The underside on the mobile home was also in poor condition. The insulation was gone or hanging down in many areas. Sources stated the owner rented the mobile home to a family with no kitchen cabinets, no heating or hot water. The former renter was using space heaters in every room.

**Photo Legend:**

- #1 & 2. Overall view of mobile home and yard.
- #3,4,5,6,7,8,9 & 10 The underside of the mobile home a skirting.
- #11. Old cabinets that were to be installed by the owner, but never were.
- #12,13,14,15,16 & 17 The kitchen with hand made cabinets non working water line and mould.
- #18,19 & 20 The cock roaches on the fish tank light.
- #21 Open switch box with no cover.
- #22 & 23 Vent of furnace and wall furnace (non operable).
- #24 breaker assy in hallway.
- #25,26, Master bath floor, space heater and floor repair.
- #27 Master tub with no drain.
- #28 & 29 Master bath floor and ceiling light hanging from wiring.
- #30, 31, 32, 33, 34 Master bedroom, floor repair, space heaters, hole in wall, ceiling light hanging from wiring.
- #35 Cockroaches on cable box.
- #36 & 37 Broken smoke alarm, ceiling light hanging from from wiring.
- # 38 & 39 Hall bath tub with crack repair.
- #40 Hole in wall of front bedroom.
- #41 Space heater in front bedroom.
- #42 & 43 Animal feces on carpet.
- #44 Weather damage to roof sheathing
- #45, 46, 47 & 48 Water heater leaking, not connected properly, Mould on walls of water closet.
- #49 & 50 Broken sewer line at clean out.
- #51, & 53 Weather damage to roof sheathing.
- #54 & 55 Broken window covered with clear plastic on inside.
- #56 Broken cap on line in side yard, unknown use.

C. West

278

2-27-14

Officer Printed Name

ID

Officer Signature

Date

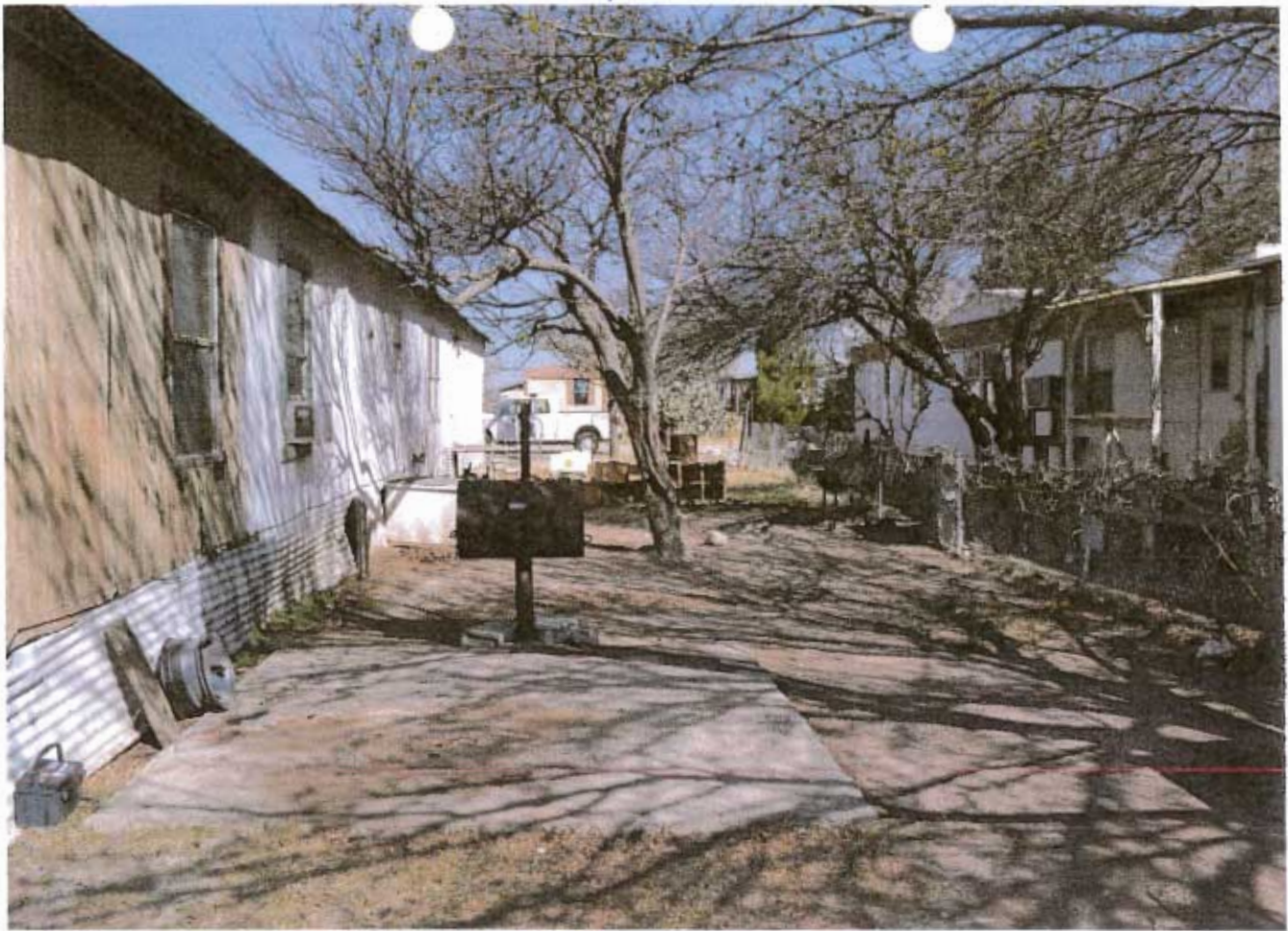


103





#2



#3









#6

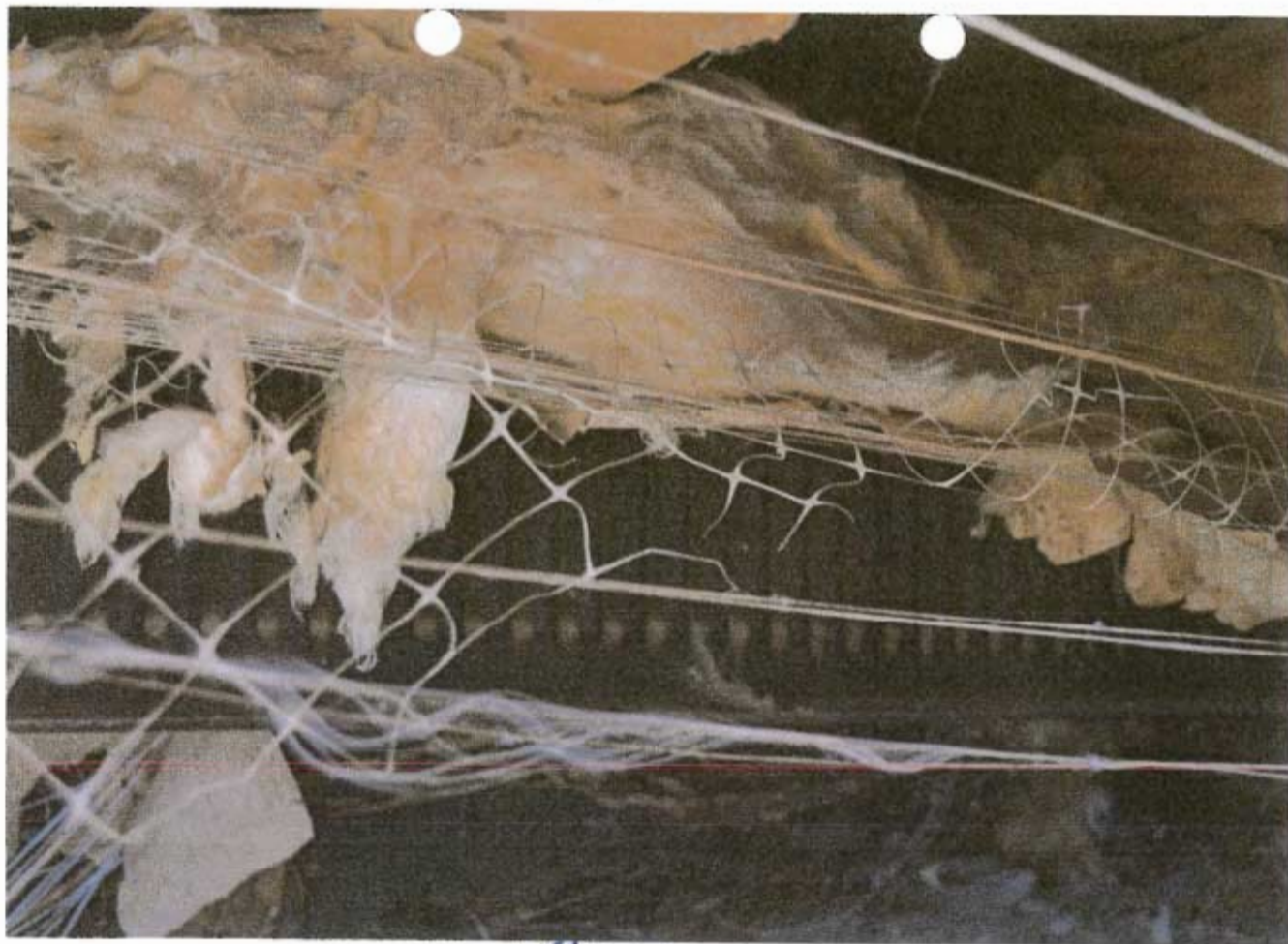
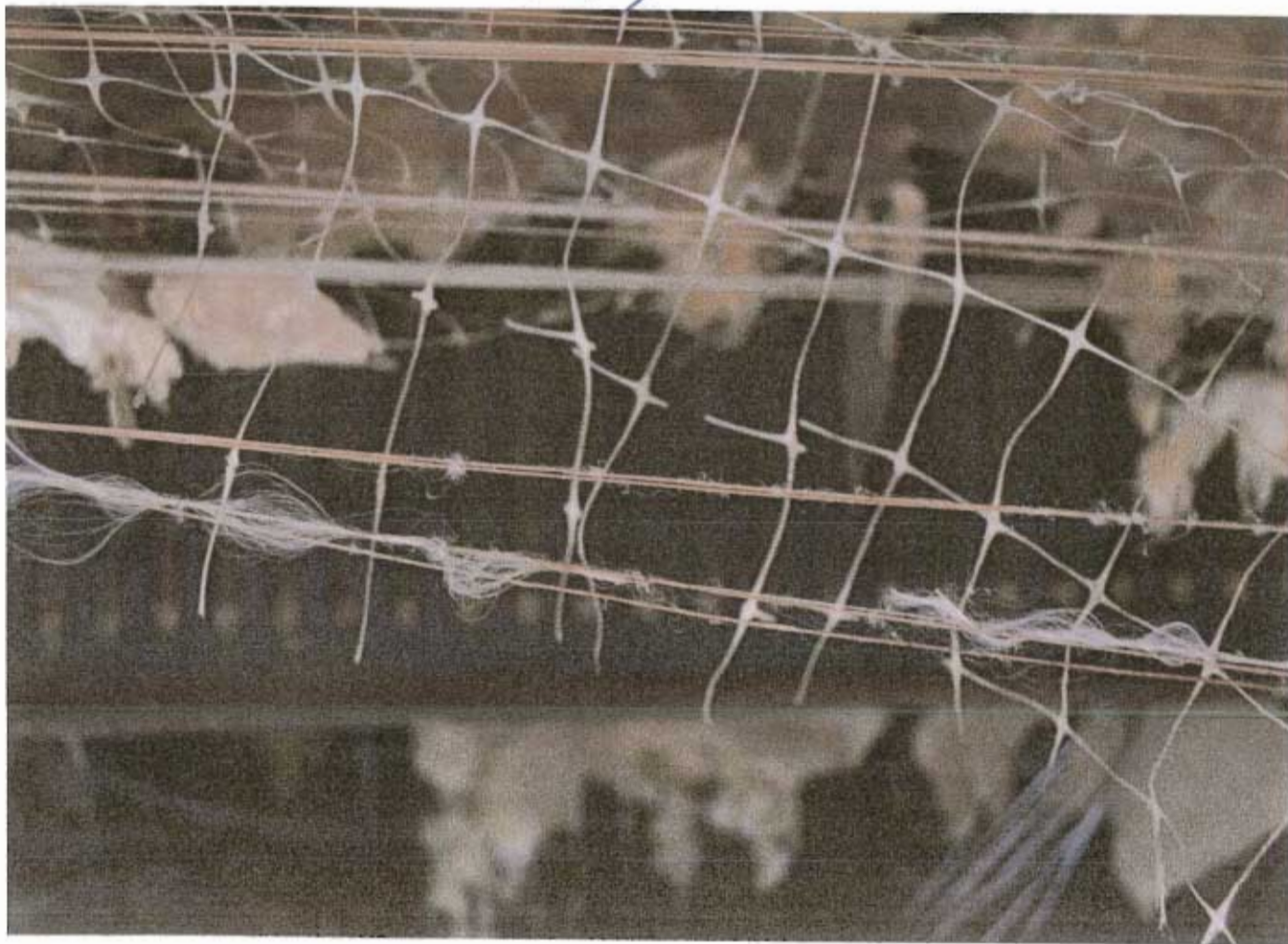


Fig. 1





#8



#9





#10



#11







#13





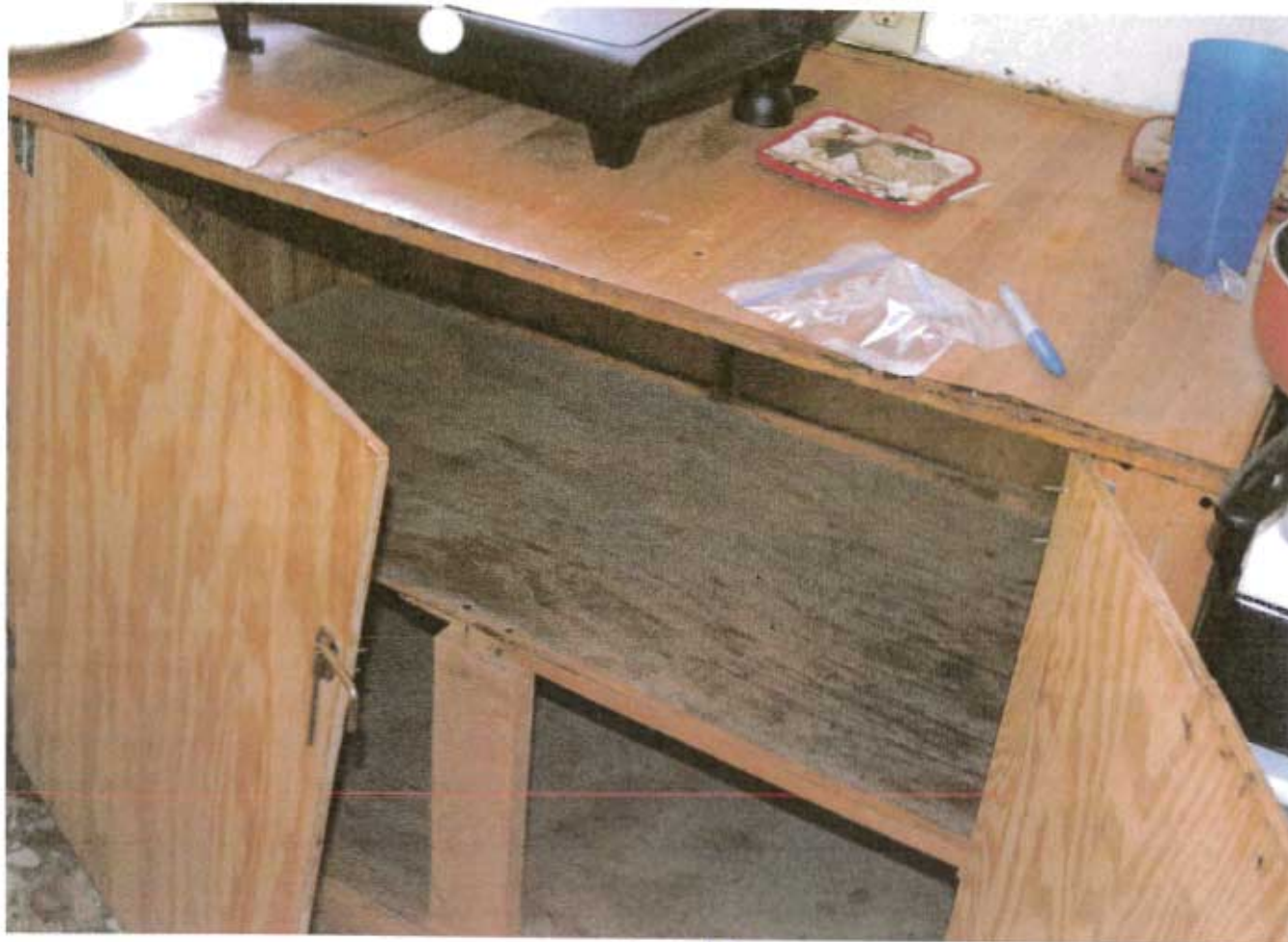
# 14



# 15







#17





#18



#19





# 20



# 21





# 72



# 93



# 94



#24



#25





25



25









26



27





# 30



# 31





# 32



# 33





- 37

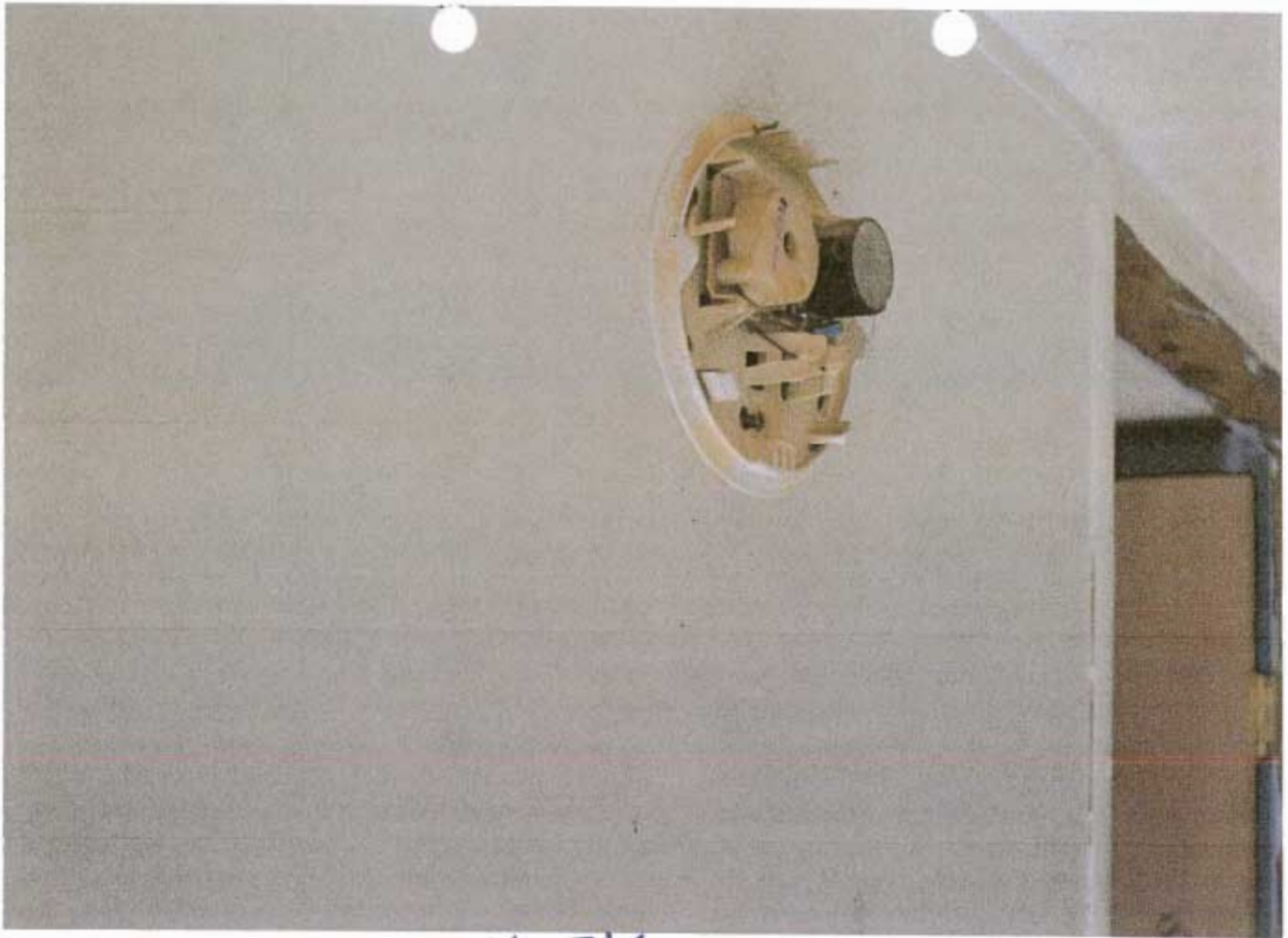


#35





# 36



# 37





132

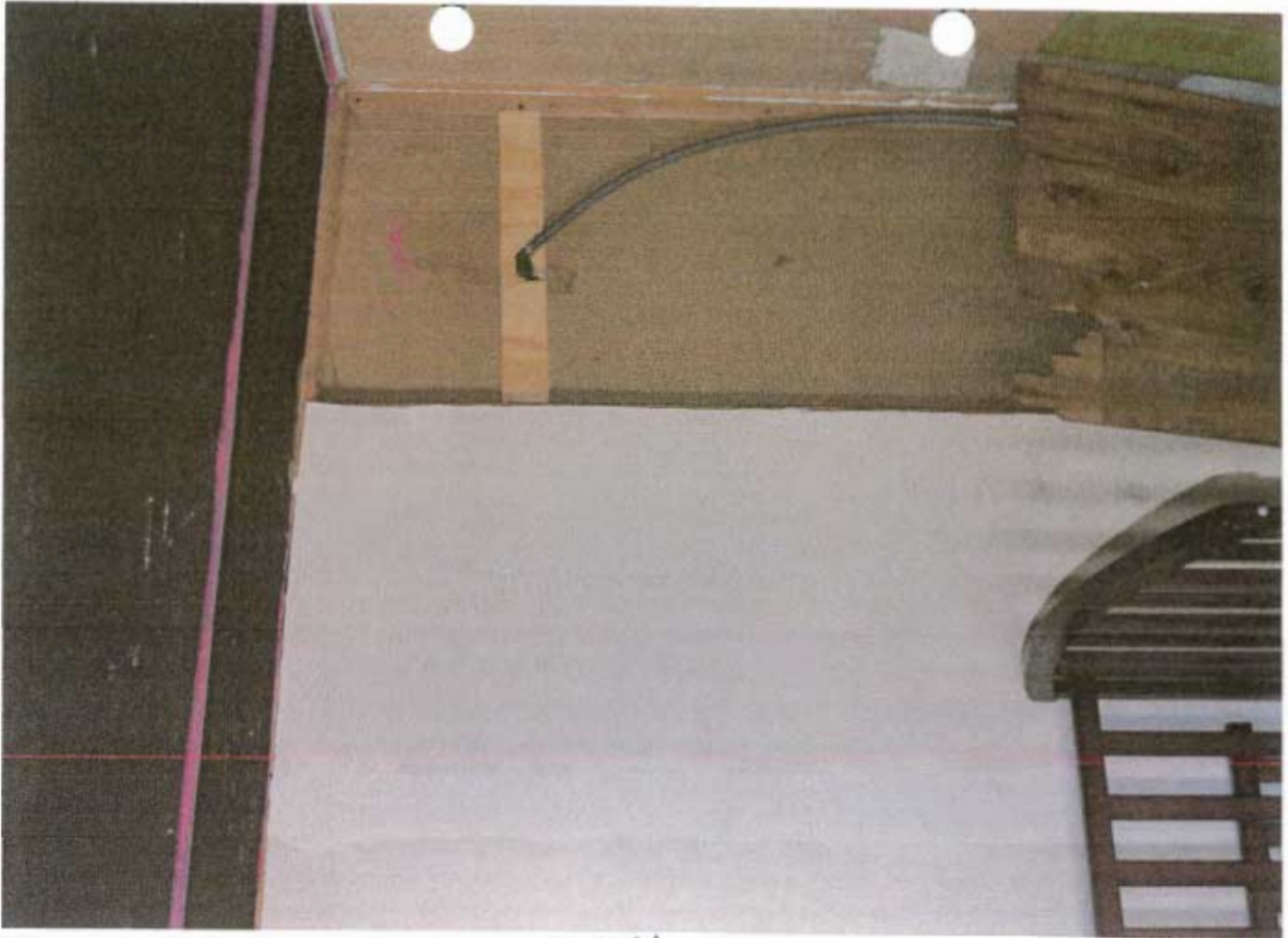


139





#40



#41





#47



#43





# 44



# 45



# 46



# 47





#48



#49





#50



#51





#54



#53





#56



#55



# CITY OF CARLSBAD

## INTER-OFFICE MEMORANDUM

DALE JANWAY, MAYOR

STEVE McCUTCHEON, CITY ADMINISTRATOR

DATE: February 28, 2014  
TO: Eileen Riordan, City Attorney  
FROM: Bill Rook, Fire Marshal  
RE: 105 Parker St.

---

On February 28, 2014 I inspected a property at 105 Parker St. in Carlsbad. This is a mobile home where the property owner was recently removed from the home with their children by CPS.

There is a considerable amount of junk and trash surrounding the structure. I was not able to enter the mobile home at this time but the property is not well secured and I'm sure break-ins will occur quickly. Looking through the windows and at the photos supplied by Doc West I find a very deteriorated home. There are numerous electrical issues that could cause a fire including bare wires and poor connections as well as overloaded circuits. The extensive use of electric heaters probably means that the main furnace is defective or inoperable. These will overload the electrical circuitry and could easily cause a fire. There is missing flooring and the water heater is in poor shape and has been improperly installed. There is a good deal of rotting roofing shown at the eaves. The siding is damaged and the skirting is missing or unattached in many places. The home may be salvageable but it will take a significant investment so it is probably not economically feasible.

I recommend that the property be condemned under the following Fire Codes.

The *International Fire Code, 2009 edition* states:

### **Section 110 UNSAFE BUILDINGS**

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

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

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

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

## **Section 311 VACANT PREMISES**

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

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

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

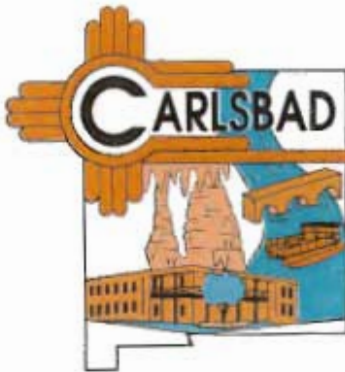
**311.2.2 Security.** Exterior openings and interior openings accessible to other tenants or unauthorized persons shall be boarded, locked, blocked or otherwise protected to prevent entry by unauthorized individuals. The Fire Code Official is authorized to placard, post signs, erect barrier tape or take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

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

A handwritten signature in black ink, appearing to read 'William Rook', with a stylized, sweeping flourish at the end.

William Rook, Fire Marshal  
Carlsbad Fire Department





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

**DALE JANWAY**  
MAYOR

**STEVE McCUTCHEON**  
CITY ADMINISTRATOR

April 4, 2014  
via Certified Mail, Return Receipt Requested

Ricky D & Kathy Smith  
c/o Rafael Marrufo, Jr.  
111 Farris #27  
Carlsbad, NM 88220

Ricky D Smith  
c/o Rafael Marrufo, Jr.  
105 Parker  
Carlsbad, NM 88220

RE: Dangerous Premises at the property known as 105 Parker, Carlsbad, New Mexico

According to the records of the Eddy County Assessor's Office, you are the owners of or have an interest in the property known as 105 Parker, Carlsbad, New Mexico or the mobile home on the property. This property and mobile home have been inspected by the City Code Enforcement Officer and the Fire Marshal. They have found the property and the mobile home on it, to be in violation of a number of health, safety, and building laws.

Because of the condition of the property and mobile home, a Resolution has been prepared requiring the demolition and removal of the mobile home and the cleaning of the property. The Carlsbad City Council will consider passing that Resolution at its meeting on **Tuesday, April 8th, at 6:00 p.m.** That meeting will be held in the Council Chambers in the Municipal Building at 101 N. Halagueño, Carlsbad, New Mexico. You are encouraged to come to the meeting and speak with Council about the property. A draft of the Resolution is included with this letter.

If the Council adopts the Resolution, you must begin removing the mobile home and the ruins, rubbish, wreckage, debris, and weeds from the property within ten (10) days and all work must be completed within thirty (30) days. The property must be left in a clean, level, and safe condition, suitable for further occupancy or construction and with all excavations filled. If the work is not done, the City may do the work itself or hire someone to do the work. All reasonable costs to the City for such work will become a lien against the property. The City may then foreclose the lien as allowed by law.

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

Sincerely,

Eileen P. Riordan  
City Attorney

Enclosure

cc: Dale Janway, Mayor  
Steve McCutcheon, City Administrator

**COUNCILORS**

**Ward 1**  
PAUL C. AGUILAR  
NICK G. SALCIDO

**Ward 2**  
J.R. DOPORTO  
SANDRA K. NUNLEY

**Ward 3**  
JUDI WATERS  
JASON G. SHIRLEY

**Ward 4**  
DICK DOSS  
JANELLE E. WHITLOCK

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

Council Meeting Date: 8 April 2014

<b>DEPARTMENT:</b> Legal	<b>BY:</b> E. Riordan	<b>DATE:</b> April 2, 2014						
<b>SUBJECT:</b> Proposed Resolution requiring the removal of the weeds and debris at 210 East Rose Street								
<b>BACKGROUND, ANALYSIS AND IMPACT:</b> (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)  The property commonly known as 210 East Rose Street is in a mixed commercial / residential area. It is an empty lot. The property has been inspected by a City Code Enforcement Officer and a Fire Marshal. The property contains tall dry weeds. The inspectors determined that the weed growth on the property is in violation of a number of health and safety codes. The Fire Marshal said that the weeds could pose a fire risk to the neighboring properties.  The inspectors recommended the property for Council action. A resolution has been prepared which, if adopted, would require the property owner to remove all ruins, rubbish, wreckage, debris, and/or weeds from the property within thirty days of the service of the resolution. The Eddy County Assessor's Office lists Gary Roberts as owning or having an interest in the property. The address from the County is an out of state address. On April 2, 2014, Mr. Roberts was sent a certified letter, return receipt requested, stating that the Carlsbad City Council would consider adopting this resolution at its meeting on April 8 <sup>th</sup> . The letter invited him to attend the meeting and speak with Council about the property.								
<b>DEPARTMENT RECOMMENDATION:</b> Adopt the proposed resolution.								
<b>BOARD/COMMISSION/COMMITTEE ACTION:</b> N/A  <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: 5%; vertical-align: top; text-align: center;">} } }</td><td style="width: 16%; vertical-align: top;"><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				
<table style="width: 100%; border: none;"><tr><td style="width: 30%;"><b>Reviewed by:</b></td><td style="width: 40%; text-align: center;"></td><td style="width: 30%;"></td></tr><tr><td><b>City Administrator</b></td><td></td><td style="text-align: right;"><b>Date:</b> <u>4-2-14</u></td></tr></table>			<b>Reviewed by:</b>			<b>City Administrator</b>		<b>Date:</b> <u>4-2-14</u>
<b>Reviewed by:</b>								
<b>City Administrator</b>		<b>Date:</b> <u>4-2-14</u>						

ATTACHMENT(S):  
Proposed Resolution with Attachments  
Photographs  
Letter to Gary Roberts dated April 2, 2014

## **RESOLUTION NO. 2014-**

### **A RESOLUTION FINDING 210 E. ROSE ST. TO BE COVERED WITH RUINS, RUBBISH, WRECKAGE, DEBRIS, AND/OR WEEDS AND REQUIRING THE REMOVAL OF THE RUINS, RUBBISH, WRECKAGE, DEBRIS, AND/OR WEEDS.**

WHEREAS, the records of the Eddy County Assessor's Office show Gary Roberts to be the owner of or to have an interest in the property commonly known as 210 E. Rose St. Carlsbad, Eddy County, New Mexico, and more particularly described as:

Lot 3, Block 3, South Y, Carlsbad, NM

hereinafter referred to as "Property", and

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

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

WHEREAS, the Property contains ruins, rubbish, wreckage, and/or debris, and is covered with tall weeds; and

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

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

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

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

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

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

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

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

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

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

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

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

**A. Begin immediately;**

**B. Proceed properly and with diligence; and**

**C. Be completed in a timely manner;**

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

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

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

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



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

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

INTRODUCED, PASSED, ADOPTED, AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2014.

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

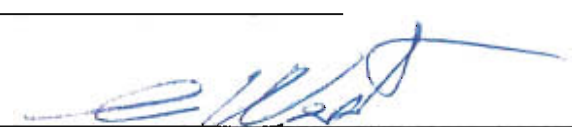
ATTEST:

\_\_\_\_\_  
ANNETTE BARRICK, CITY CLERK

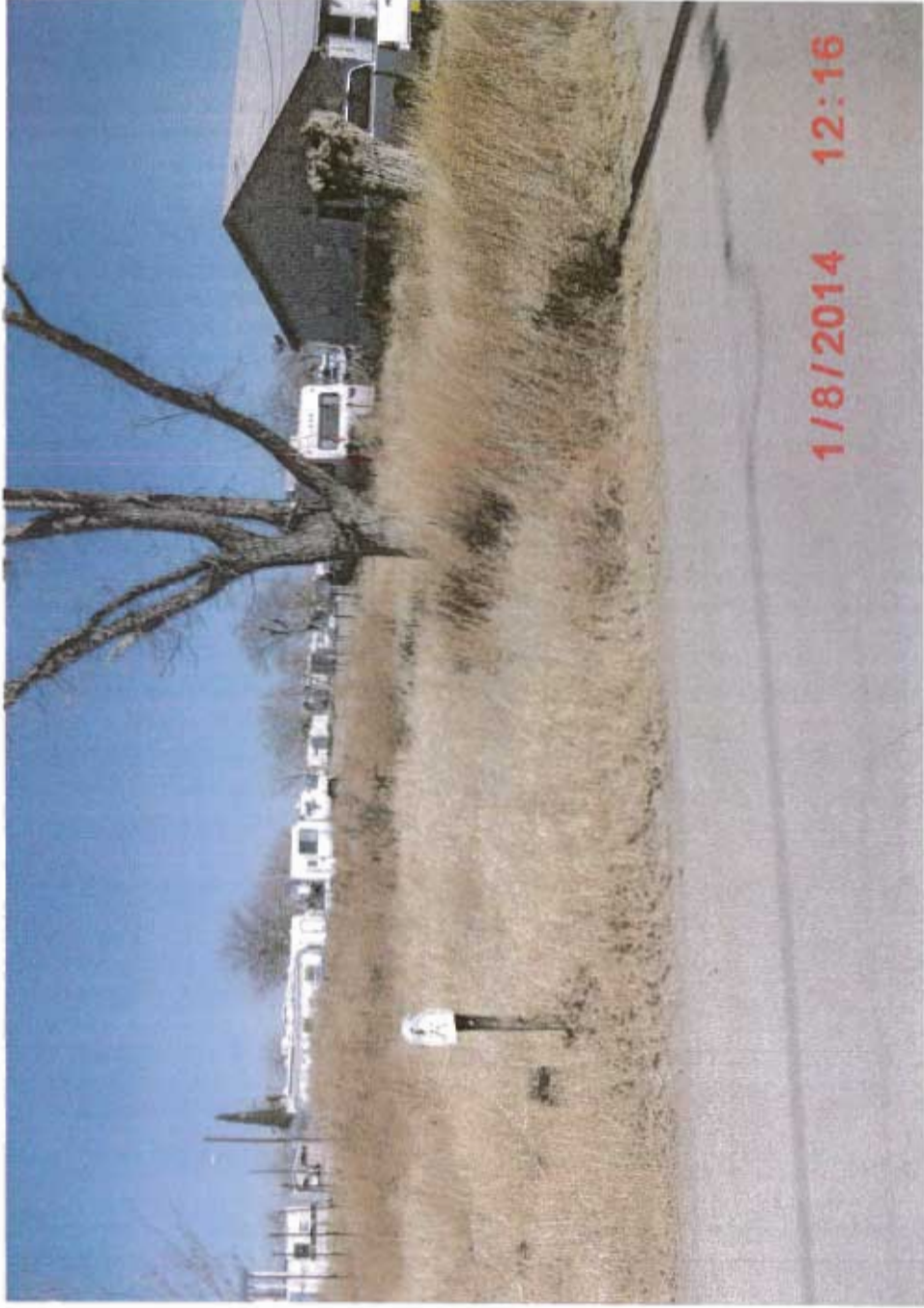


CITY OF CARLSBAD  
CARLSBAD POLICE DEPARTMENT  
CODE ENFORCEMENT  
REPORT



<b>Officer Use Only</b>  <b>CE-14 - 1005</b>	<b>Date of Complaint:</b> 1/8/2014	<b>Complaint Taken By:</b> C. West
	<b>Complaint Name:</b> C. West	<b>Phone Number:</b>
<b>Complaint Location:</b> 210 E. Rose <div style="text-align: right;">Carlsbad, County of Eddy, New Mexico, 88220</div>		
<b>Details of Complaint:</b> Weeds		
<b>Primary Structure:</b> <input type="checkbox"/> None <input type="checkbox"/> Occupied <input checked="" type="checkbox"/> Vacant <input type="checkbox"/> Secured <input type="checkbox"/> Unsecured <input type="checkbox"/> Unknown	<b>Photographs Taken:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<b>District:</b> <input type="checkbox"/> North <input checked="" type="checkbox"/> South
<b>Narrative:</b> An inspection was made at the above address. Noted was a tall growth of weeds and grass that exceeded 12 inches in height.		
<b>Disposition of Case:</b> <input type="checkbox"/> NO Basis for Complaint <input checked="" type="checkbox"/> Mailed Notice of Violation Date: 1/16/2014 <input type="checkbox"/> Door Hanger Notice of Violation Date: _____ <input type="checkbox"/> Verbal Warning <input type="checkbox"/> Referred to Other Agency <input checked="" type="checkbox"/> Other Follow up on 1/30/2014		
<b>C. West</b>	<b>278</b>	<div style="text-align: right;"> <b>1/16/2014</b></div>
<b>Printed Name of Officer</b>	<b>ID</b>	<b>Signature of Officer</b>
<b>Report Information:</b> Entered into Code Enforcement Database on: _____ By: _____		
Page _____ of _____		

**EXHIBIT "A"**



# CITY OF CARLSBAD

## INTER-OFFICE MEMORANDUM

DALE JANWAY, MAYOR

STEVE McCUTCHEON, CITY ADMINISTRATOR

DATE: February 20, 2014  
TO: Eileen Riordan, City Attorney  
FROM: Bill Rook, Fire Marshal  
RE: 210 E. Rose St.

---

On February 20, 2014 I inspected a property at 210 E. Rose St. in Carlsbad. This is a vacant lot with waist high weed growth. The weeds are very dry and currently the fire danger is very high. These conditions place surrounding properties at risk.

I recommend that the property be condemned and the weeds cut and removed under the following Fire Codes.

The *International Fire Code, 2009 edition* states:

### **Section 110 UNSAFE BUILDINGS**

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

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

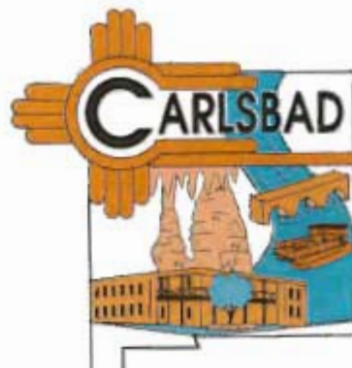
### **Section 311 VACANT PREMISES**

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



William Rook, Fire Marshal  
Carlsbad Fire Department

**EXHIBIT "B"**



DALE JANWAY

MAYOR

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

STEVE MCCUTCHEON

CITY ADMINISTRATOR

April 2, 2014

via Certified Mail, Return Receipt Requested

Gary Roberts  
HC 6, Box 428  
Doniphan, MO 63935-0428

RE: Dangerous Premises at the property known as 210 E. Rose St, Carlsbad, New Mexico

Dear Mr. Roberts:

According to the records of the Eddy County Assessor's Office, you are the owner of or have an interest in the property known as 210 E. Rose St, Carlsbad, New Mexico. This property has been inspected by the City Code Enforcement Officer and the Fire Marshal. They found the property to be in violation of a number of health and safety laws.

Because of the condition of the property, a Resolution has been prepared requiring the cleaning of the property. The Carlsbad City Council will consider passing that Resolution at its meeting on **Tuesday, April 8th, 2014 at 6:00 p.m.** That meeting will be held in the Council Chambers in the Municipal Building at 101 N. Halagueño, Carlsbad, New Mexico. You are encouraged to come to the meeting and speak with Council about the property. A draft of the Resolution is included with this letter.

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

If you have any questions regarding this matter, please contact me at (575) 887-1191, extension 7931, or at the Municipal Building, 101 N. Halagueño, Carlsbad, New Mexico 88220.

Sincerely,

*Eileen P. Riordan*  
Eileen P. Riordan  
City Attorney

EPR:jmt

Enclosure

cc: Dale Janway, Mayor  
Steve McCutcheon, City Administrator

COUNCILORS

Ward 1  
PAUL C. AGUILAR  
NICK G. SALCIDO

Ward 2  
J.R. DOPORTO  
SANDRA K. NUNLEY

Ward 3  
JUDI WATERS  
JASON G. SHIRLEY

Ward 4  
DICK DOSS  
JANELLE E. WHITLOCK



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

Council Meeting Date: 8 April 2014

<b>DEPARTMENT:</b> Legal	<b>BY:</b> E. Riordan	<b>DATE:</b> April 2, 2014										
<b>SUBJECT:</b> Proposed Resolution requiring the removal of the weeds and debris at 203 Taylor Circle												
<b>BACKGROUND, ANALYSIS AND IMPACT:</b> (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)  The property commonly known as 203 Taylor Circle is in a residential neighborhood. There is a single family residence on the property, but the home appears to be vacant. The property has been inspected by a City Code Enforcement Officer and a Fire Marshal. The front and back yards contain waist-high dry weeds. The inspectors determined that the weed growth on the property is in violation of a number of health and safety codes.  The Code Enforcement Officer found a notice on the front window of the home indicating that the property is in foreclosure. The notice gave a telephone number and email address. He called and sent an email to those contacts. He received no response.  The property was recommended for Council action. A resolution has been prepared which, if adopted, would require the property owner or agent in charge to remove all ruins, rubbish, wreckage, debris, and/or weeds from the property within thirty days of the service of the resolution. The Eddy County Assessor's Office lists Jose Mercado as owning or having an interest in the property. The address provided for him by the County is at 203 Taylor Circle. On April 2, 2014, Mr. Mercado was sent a certified letter, return receipt requested, stating that the Carlsbad City Council would consider adopting this resolution at its meeting on April 8 <sup>th</sup> . The letter invited him to attend the meeting and speak with Council about the property. A copy of the letter will be sent to the email address, too.												
<b>DEPARTMENT RECOMMENDATION:</b> Adopt the proposed resolution.												
<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="3" style="vertical-align:middle">} <input type="checkbox"/> APPROVED } } <input type="checkbox"/> DISAPPROVED</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></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"/> DISAPPROVED	<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"/> P & Z	<input type="checkbox"/> Lodgers Tax Board	<input type="checkbox"/> Cemetery Board	} <input type="checkbox"/> APPROVED } } <input type="checkbox"/> DISAPPROVED									
<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										
<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>4-2-14</u></td></tr></table>				<b>Reviewed by:</b> <b>City Administrator</b> 	<b>Date:</b> <u>4-2-14</u>							
<b>Reviewed by:</b> <b>City Administrator</b> 	<b>Date:</b> <u>4-2-14</u>											

ATTACHMENT(S):  
Proposed Resolution with Attachments  
Photographs  
Letter to Jose Mercado dated April 2, 2014

## **RESOLUTION NO. 2014-**

### **A RESOLUTION FINDING 203 TAYLOR CIRCLE TO BE COVERED WITH RUINS, RUBBISH, WRECKAGE, DEBRIS, AND/OR WEEDS AND REQUIRING THE REMOVAL OF THE RUINS, RUBBISH, WRECKAGE, DEBRIS, AND/OR WEEDS.**

WHEREAS, the records of the Eddy County Assessor's Office show Jose Mercado to be the owner of or to have an interest in the property commonly known as 203 Taylor Circle, Carlsbad, Eddy County, New Mexico, and more particularly described as:

Lot 18, Price's Amended, Carlsbad, NM

hereinafter referred to as "Property", and

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

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

WHEREAS, the Property contains ruins, rubbish, wreckage, and/or debris, and is covered with tall weeds; and

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

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

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

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

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

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

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

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

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

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

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

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

**A. Begin immediately;**

**B. Proceed properly and with diligence; and**

**C. Be completed in a timely manner;**

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

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

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

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

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

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

INTRODUCED, PASSED, ADOPTED, AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2014.

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

ATTEST:

\_\_\_\_\_  
ANNETTE BARRICK, CITY CLERK



CITY OF CARLSBAD  
CARLSBAD POLICE DEPARTMENT  
CODE ENFORCEMENT  
REPORT



<b>Officer Use Only</b>  <b>CE-14-1019</b>	<b>Date of Complaint:</b> 1/9/2014	<b>Complaint Taken By:</b> C West
<b>Complaint Name:</b> C. West		<b>Phone Number:</b>
<b>Complaint Location:</b> 203 Taylor Circle <div style="text-align: right;">Carlsbad, County of Eddy, New Mexico, 88220</div>		
<b>Details of Complaint:</b> Tall weeds and grass		
<b>Primary Structure:</b> <input type="checkbox"/> None <input type="checkbox"/> Occupied <input checked="" type="checkbox"/> Vacant <input type="checkbox"/> Secured <input type="checkbox"/> Unsecured <input type="checkbox"/> Unknown	<b>Photographs Taken:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<b>District:</b> <input type="checkbox"/> North <input checked="" type="checkbox"/> South
<b>Narrative:</b> An inspection was made on 11/28/2013 and again on 1/7/2014. There is a tall growth of weeds and grass, mainly in the back yard. A notice on the front window indicates the dwelling is in foreclosure. A phone number was found of 800-582-8300. An email address was also noted to be: high.risk.violations@chase.com. A call was made and an email was sent with no results or return call.		
<b>Disposition of Case:</b> <input type="checkbox"/> NO Basis for Complaint <input checked="" type="checkbox"/> Mailed Notice of Violation Date: 1/9/2014 <input type="checkbox"/> Door Hanger Notice of Violation Date: _____ <input type="checkbox"/> Verbal Warning <input checked="" type="checkbox"/> Referred to Other Agency Fire Marshall, City Attorney <input checked="" type="checkbox"/> Other 1/23/2014		
<b>C. West</b>	<b>278</b>	<b>1/9/2014</b>
<b>Printed Name of Officer</b>	<b>ID</b>	<b>Signature of Officer</b>
<b>Report Information:</b> Entered into Code Enforcement Database on: _____ By: _____		
		Page _____ of _____

**EXHIBIT "A"**











# CITY OF CARLSBAD

## INTER-OFFICE MEMORANDUM

DALE JANWAY, MAYOR

STEVE McCUTCHEON, CITY ADMINISTRATOR

DATE: February 20, 2014  
TO: Eileen Riordan, City Attorney  
FROM: Bill Rook, Fire Marshal  
RE: 203 Taylor Cir.

---

On February 20, 2014 I inspected a property at 203 Taylor Cir. in Carlsbad. This is a house that is under foreclosure with waist high weed growth. The weeds are very dry and currently the fire danger is very high. These conditions place this and other surrounding properties at risk. The home is secured at this time but is unlikely to remain so.

I recommend that the property be condemned and the weeds cut and removed under the following Fire Codes.

The *International Fire Code, 2009 edition* states:

### **Section 110 UNSAFE BUILDINGS**

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

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

### **Section 311 VACANT PREMISES**

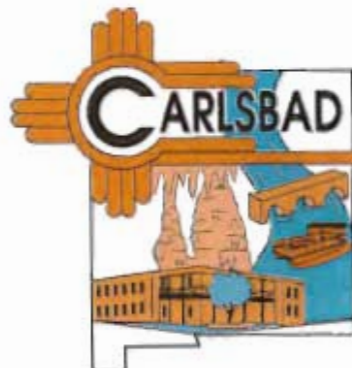
**311.3 Removal of combustibles.** Persons owning, or in charge or control of, a vacant building or portion thereof, shall remove therefrom all accumulations of combustible materials, flammable or combustible waste or rubbish and shall securely lock or otherwise secure doors, windows, and other openings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



William Rook, Fire Marshal  
Carlsbad Fire Department

**EXHIBIT "B"**





DALE JANWAY  
MAYOR

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

STEVE MCCUTCHEON  
CITY ADMINISTRATOR

April 2, 2014  
via Certified Mail, Return Receipt Requested

Jose Mercado  
203 Taylor Circle  
Carlsbad, NM 88220

Re: Dangerous Premises at the property known as 203 Taylor Circle, Carlsbad, New Mexico

Dear Mr. Mercado:

According to the records of the Eddy County Assessor's Office, you are the owner of or have an interest in the property known as 203 Taylor Circle, Carlsbad, New Mexico. This property has been inspected by the City Code Enforcement Officer and the Fire Marshal. They found the property to be in violation of a number of health and safety laws.

Because of the condition of the property, a Resolution has been prepared requiring the cleaning of the property. The Carlsbad City Council will consider passing that Resolution at its meeting on Tuesday, April 8<sup>th</sup>, 2014 at 6:00 p.m. That meeting will be held in the Council Chambers in the Municipal Building at 101 N. Halagueño, Carlsbad, New Mexico. You are encouraged to come to the meeting and speak with Council about the property. A draft of the Resolution is included with this letter.

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

If you have any questions regarding this matter, please contact me at (575) 887-1191, extension 7931, or at the Municipal Building, 101 N. Halagueño, Carlsbad, New Mexico 88220.

Sincerely,

A handwritten signature in cursive script that reads "Eileen P. Riordan".  
Eileen P. Riordan  
City Attorney

EPR:jmt

Enclosure

cc: Dale Janway, Mayor  
Steve McCutcheon, City Administrator

COUNCILORS

Ward 1  
PAUL C. AGUILAR  
NICK G. SALCIDO

Ward 2  
J.R. DOPORTO  
SANDRA K. NUNLEY

Ward 3  
JUDI WATERS  
JASON G. SHIRLEY

Ward 4  
DICK DOSS  
JANELLE E. WHITLOCK



# Tourism Director/Convention Sales Report

## Tourism/Convention Sales Report March 2014

### Pecos River Village Conference Center

Total number of rentals for the month of March 16

### Meetings Attended

Region III board meeting-Roswell March 11<sup>th</sup>

### Advertising Placed

Spring break advertising- TV, Radio, web and print advertising was placed in El Paso, Midland, Odessa, Lubbock, Phoenix and throughout the state of New Mexico which began February 15<sup>th</sup> and will run through March 15<sup>th</sup>. Advertising will focus on State and National Parks since the river recreation area will not be operational during this year's spring break.

### Items completed during the month March for Social Media

Facebook and twitter updates are posted daily with regards to local events in Carlsbad. Area attraction information is posted on facebook daily such as Carlsbad Caverns, Guadalupe Mountains, Living Desert Zoo and Gardens and the museum and art center.

Go-New Mexico updates-photos added to website for Carlsbad Visitor page-212 leads for the business month of March. Visitor guides are sent out to each one of these leads requesting additional information on Carlsbad.

### Items currently working on

Show Schedule for FY15 (July 2014-June 2015-partnerships

Grant proposal for FY15 Tourism Department program

Media sheets for International Travel Conference in Chicago April 5<sup>th</sup>-10<sup>th</sup>

Lodger's tax report -April 1<sup>st</sup>

### Trade Shows Attended

none

### Travel Writers/Tour Groups/Tourism Industry Professionals

None

### Upcoming Tradeshows and meetings

Co-op grant meeting Roswell April 2<sup>nd</sup>

International Pow Wow tradeshow-April 6<sup>th</sup>-11<sup>th</sup> Chicago IL

Governors Conference on Tourism-May 5<sup>th</sup>-8<sup>th</sup> Ruidoso NM

Tourism Association of New Mexico special board meeting-May 19<sup>th</sup> Albuquerque

**ECONOMIC INDICATORS**  
**Planning, Engineering, & Regulation Department**  
**March 2014**

<b>NEW BUSINESS REGISTRATIONS</b>			
<b>MONTH</b>	<b>12-13 FISCAL YEAR</b>	<b>13-14 FISCAL YEAR</b>	<b>% CHANGE</b>
July	32	33	+3%
August	45	46	+2%
September	30	25	-17%
October	29	31	+7%
November	25	26	+4%
December	22	17	-23%
January	40	49	+23%
February	36	39	+8%
March	36	39	+8%
April	25		
May	27		
June	31		
<b>Year to Date</b>	<b>378</b>	<b>305</b>	

<b>NUMBER OF BUILDING PERMITS</b>			
<b>MONTH</b>	<b>12-13 FISCAL YEAR</b>	<b>13-14 FISCAL YEAR</b>	<b>% CHANGE</b>
July	173	191	+10%
August	129	191	+48%
September	136	202	+49%
October	158	212	+34%
November	143	157	+10%
December	137	137	No Change
January	155	204	+32%
February	156	220	+41%
March	162	198	+22%
April	195		
May	229		
June	216		
<b>Year to Date</b>	<b>1,989</b>	<b>1712</b>	

<b>VALUATION OF BUILDING PERMITS</b>			
<b>MONTH</b>	<b>12-13 FISCAL YEAR</b>	<b>13-14 FISCAL YEAR</b>	<b>% CHANGE</b>
July	1,393,541	3,808,836	+173%
August	1,836,653	1,072,981	-42%
September	2,543,903	8,681,365	+245%
October	2,519,087	8,050,190	+220%
November	1,185,256	5,942,651	+401%
December	6,597,783	1,443,944	-78%
January	2,583,982	1,887,858	-27%
February	2,685,850	13,289,120	+395%
March	2,371,817	9,646,191	+307%
April	3,586,824		
May	3,296,087		
June	2,772,296		
<b>Year to Date</b>	<b>\$33,373,079</b>	<b>\$53,823,136</b>	



P.O. Box 302•124 N. Canyon•  
Carlsbad, NM•88220

Office: 575-628-3768•  
Fax: 575-628-3778

April 1, 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 March 2014 of the Downtown Revitalization Services Contract. With this report MainStreet is enclosing an invoice requesting the March 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**
    - The new tents were purchased and logos are being printed.
    - 25 vendors participated in the monthly vendor meeting.
    - In addition to the EBT/Debit program, CDFM applied for the Farmers' Market Nutrition Enhancement Program and Senior Farmers' Market Nutrition Program. The programs provide check vouchers to program Seniors and WIC participants for use in the purchase of approved produce from approved market vendors.
    - Sharon Williams, CDFM Committee Chair; Margaret Barry, President, Carlsbad MainStreet; and Amanda Melvin, Executive Director, Carlsbad

MainStreet all attended the New Mexico Farmers' Market Associations' annual conference in Santa Fe on March 13 and 14.

○ **The Economic Positioning Committee**

- Preparing for the next lunch and learn on April 28<sup>th</sup>. Keep Carlsbad Beautiful will be presenting at the session.
- Working with the Farmers' Market Committee in accomplishing their goal to increase total market revenue for vendors in 2014.
- Celebrated the grand opening of one new business in Downtown - Beautifly Spa.

○ **The Organization Committee**

- Recruited three new volunteers for the month of March.
- Coordinated Carlsbad MainStreet's annual review and audit with New Mexico MainStreet on March 5. Rich Williams, Director of New Mexico MainStreet shared in a follow-up email, *"Thank you for an excellent assessment with your board and partners. It's the most inter-active time I've spent with a Carlsbad MS board."*
- Co-sponsored Carlsbad POW Coalition Documentary Screening on March 3.
- Co-sponsored Women of Eddy County Exhibit and Reception on March 5.

○ **The Promotions Committee**

- Produced a service request that can be used by all MainStreet volunteers in need of promotional assistance. The service request provides direct assistance, including flyer development, media and radio ads, etc. The promotion committee is using the new streamline approach for MainStreet promotions to keep cost down and to improve brand recognition.

○ **The Design Committee** is looking to erect the Historical District signage and is coordinating volunteers to inventory downtown signage.

**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
8. Carlsbad Education Council, Leadership Carlsbad Facilitator

Additionally the Executive Director participated in the following March events and activities:

- March 12: Provided awards for the Boys and Girls Club mural artist contest.
- March 17: Attended FAAV meeting and discussed Halagueno Arts Park development.
- March 26: Amanda Melvin, Bill Morris and Larry Mitchell briefed Eddy County Manager, Rick J. Rudometkin on Carlsbad MainStreet's purpose, accomplishments and goals and shared design specifications outlined in Carlsbad MainStreet's Downtown Master Plan.
- March 28: Attended Housing task force meeting and provided information on LEDA and options for downtown housing studio and loft options.

Respectfully,

Amanda Melvin, *Executive Director*  
Carlsbad MainStreet