

A G E N D A

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

November 14, 2017 at 6:00 p.m.

Invocation – Pledge of Allegiance

1. Approval of Agenda
2. Consider approval of Resolution No. 2017-47, a Resolution making Certain Budgetary Adjustments to the 2017-2018 Fiscal Year Budget
3. City of Carlsbad Financial Statements-September 2017
4. Routine and Regular Business

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

A. Minutes of the Regular City Council Meeting held on October 24, 2017

B. City Personnel Report

C. Contracts and Agreements:

- 1) Consider approval of Agreement between the City of Carlsbad and FTI for Lobbyist Services
- 2) Consider approval of Agreement between the City of Carlsbad and the NM Department of Transportation for Aviation Grant Agreement #18-02, for Airport Pavement Marking Updates
- 3) Consider approval of a Clinical Affiliation Agreement between the City of Carlsbad and Permian Basin Regional Training Center for EMT Training

D. Purchasing:

- 1) Consider approval to Award RFP No. 2017-19, to Wexford Golf, Inc. for Management Services for Lake Carlsbad Municipal Golf Shop
- 2) Consider approval to Award Bid No. 2017-11, to Wade Construction for the Transit Mechanic Shop Construction Project
- 3) Consider approval to Advertise Invitation for Request for Proposal for the Management Services of the Walter Gerrells Performing Arts Center
- 4) Consider approval to Advertise Invitation to Bid, General Construction of the Expansion of the Carlsbad Water Park
- 5) Consider approval to Award Bid No. 2017-26, to Wescon Construction for the Carlsbad Water Park Expansion Project
- 6) Consider approval to Advertise Invitation for Bids for the Electrical Improvements to the Beach Park Area

- 7) Consider approval to Award Bid No. 2017-21, to J & H Services for the San Jose Boulevard, Phase 5 Project
- 8) Consider approval to Reject and Rebid the Maintenance and Management of the City of Carlsbad Ball Parks
- 9) Consider approval to Advertise Invitation for Bids for Excess Workers Compensation Insurance
- 10) Consider approval to Advertise Invitation for Request for Proposals for On-Call Demolition, Weed and Debris Removal Services
- 11) Consider approval to Advertise Invitation for Request for Proposal for Janitorial Services for City Park Restrooms and the Bob Forrest Youth Sports Complex
- 12) Consider approval to Award Bid No. 2017-20, to Lone Mountain Contracting, Inc. for Repairs to Reservoir 2, located at the west end of Holland Street
- 13) Consider Approval to Award the Standpipe Road, Phase 1 Project to the apparent low bidder, J & H Services contingent upon the official Award Recommendation by the Contracted County Project Engineer's satisfactory review of the submitted bids

E. Monthly Reports:

- 1) Monthly Report Carlsbad Municipal Court, October 2017
- 2) Monthly Report, Personnel, October 2017
- 3) Monthly Report, Planning, Engineering, and Regulation Department, October 2017

F. Board and Committee Appointments:

- 1) Carlsbad Police Department's Citizen Advisory Board: Dee Williams, 4-year term
- 2) Carlsbad Budget Committee: Wanda Durham
- 3) Carlsbad Executive Committee: Wanda Durham
- 4) Bob Forrest Youth Sports Complex Advisory Board: Councilor Leo Estrada, remainder of 3-year term

5. Appointment of Judi Waters to serve as City Councilor, Ward 3; replacing Councilor Wes Carter's vacant seat

6. Consider approval of request from Espejo Helicopters to allow a Temporary Helipad to be located at 610 Riverwalk Drive

7. Consider approval of Resolution No. 2017-48, a Resolution Accepting the Donation by the Carlsbad School District of the Property and Improvements commonly known as Pate Elementary School, 120 Kircher Street, Carlsbad, NM and Authorizing the Mayor and the City Administrator to Execute all necessary documents.

8. Consider approval of Resolution No. 2017-49, a Resolution Supporting the Submittal of an Application for Transportation Roadway Improvement Funding administered by New Mexico Department of Transportation for the Rehabilitation of North 8th Street

9. Consider approval of Resolution No. 2017-50, a Resolution Authorizing and Approving Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority for the South Halagueno Street Storm Water Collection

10. Consider approval of Resolution No. 2017-51, a Resolution Authorizing and Approving Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority for the Tatum Waterline Extension PER

11. Consider approval of Ordinance No. 2017-10, an Ordinance Revising Chapter 6 of the Code of Ordinances regarding Animals

- A. Public Hearing
- B. Consider Ordinance No. 2017-10

12. Council Committee Reports

13. Adjourn



FOR INFORMATION ONLY

Agendas and City Council minutes are available on the City web site: cityofcarlsbadnm.com or may be viewed in the Office of the City Clerk or at the Carlsbad Public Library during normal and regular business hours.

CARLSBAD CITY COUNCIL MEETING SCHEDULE

- Regular meeting - Tuesday, December 12, 2017 at 6:00 p.m.

***CANCELLATION OF NOVEMBER 28, 2017 AND
DECEMBER 26, 2017 REGULAR MEETINGS***

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

RESOLUTION NO. 2017- 47

**A RESOLUTION MAKING CERTAIN BUDGETARY
ADJUSTMENTS TO THE 2017-18 FISCAL YEAR BUDGET**

WHEREAS, it is necessary to amend the 2017-18 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 2017-18 fiscal year budget be amended as attached.

INTRODUCED, PASSED, ADOPTED AND APPROVED this 14th day of November 2017.

Mayor

ATTEST:

City Clerk

**CITY OF CARLSBAD
FY 2017-2018 BUDGET**

	BEGINNING BUDGET	1ST QTR ADJUSTMENTS	OCTOBER ADJUSTMENTS	NOVEMBER ADJUSTMENTS	INC/DEC ADJ	REVISED BUDGET
GENERAL FUND FUND 01						
CASH BALANCE	17,811,602					17,811,602
REVENUE	37,213,854					37,213,854
NET TRANSFERS	1,733,707		642,800			2,376,507
TOTAL REVENUES AND TRANSFERS	38,947,561		642,800			39,590,361
PERSONNEL EXPENSE	35,897,367		637,278	150,461		36,685,106
OPERATING EXPENSE	7,443,037		20,022		(13,747)	7,449,312
CAPITAL OUTLAY	2,336,062				13,747	2,349,809
TOTAL EXPENSES	45,676,466		657,300	150,461		46,484,227
NET REVENUES/EXPENSES	(6,728,905)		(14,500)	(150,461)		(6,893,866)
ENDING CASH BALANCE	11,082,697		(14,500)	(150,461)		10,917,736
STATUTORY 1/12 RESERVE						3,873,686
ADDITIONAL 1/12 RESERVE						3,873,686
UNRESTRICTED CASH BALANCE						3,170,364

**CITY OF CARLSBAD
FY 2017-2018 BUDGET ADJUSTMENTS
2ND QTR
NOVEMBER**

		Current Budget	Change Budget	New Budget	Item #
01-0125-50010-000000	SALARIES & BENEFITS	165,157	106,145	271,302	1
	SALARIES & BENEFITS FOR 6 MONTHS OF FY17-18 FOR TWO NEW POSITIONS - DIRECTOR OF COMMUNITY DEVELOPMENT AND ENTERTAINMENT & PROMOTIONS MANAGER				
01-0125-50011-000000	CITY SHARE - HEALTH INSUR.	25,741	24,544	50,285	1
	CITY SHARE OF HEALTH INSURANCE FOR 6 MONTHS OF FY17-18 FOR TWO NEW POSITIONS - DIRECTOR OF COMMUNITY DEVELOPMENT AND ENTERTAINMENT & PROMOTIONS MANAGER				
01-0125-50012-000000	CITY SHARE - FICA	12,877	8,120	20,997	1
	CITY SHARE OF FICA/FICA MED FOR 6 MONTHS OF FY17-18 FOR TWO NEW POSITIONS - DIRECTOR OF COMMUNITY DEVELOPMENT AND ENTERTAINMENT & PROMOTIONS MANAGER				
01-0125-50013-000000	CITY SHARE - PERA	10,973	9,634	20,607	1
	CITY SHARE OF PERA FOR 6 MONTHS OF FY17-18 FOR TWO NEW POSITIONS - DIRECTOR OF COMMUNITY DEVELOPMENT AND ENTERTAINMENT & PROMOTIONS MANAGER				
01-0125-50014-000000	CITY SHARE - RHCA	2,298	2,018	4,316	1
	CITY SHARE OF RHCA FOR 6 MONTHS OF FY17-18 FOR TWO NEW POSITIONS - DIRECTOR OF COMMUNITY DEVELOPMENT AND ENTERTAINMENT & PROMOTIONS MANAGER				
	TOTAL EXPENDITURES DEPT. 125 - ARTS & CULTURE		150,461		
	TOTAL EXPENDITURES GENERAL FUND		150,461		
	NET INC/DEC GENERAL FUND		(150,461)		

**CITY OF CARLSBAD
FY 2017-2018 BUDGET**

	BEGINNING BUDGET	1ST QTR ADJUSTMENTS	OCTOBER ADJUSTMENTS	NOVEMBER ADJUSTMENTS	INC/DEC ADJ	REVISED BUDGET
LODGERS' TAX - NON -PROMO FUND 21						
CASH BALANCE	761,825					761,825
REVENUE	1,015,642			600,000		1,615,642
NET TRANSFERS	(450,000)					(450,000)
TOTAL REVENUES AND TRANSFERS	565,642			600,000		1,165,642
PERSONNEL EXPENSE	-					-
OPERATING EXPENSE	581,053			18,000		599,053
CAPITAL OUTLAY	412,123		190,000	250,000		852,123
TOTAL EXPENSES	993,176		190,000	268,000		1,451,176
NET REVENUES/EXPENSES	(427,534)		(190,000)	332,000		(285,534)
ENDING CASH BALANCE	334,291		(190,000)	332,000		476,291

**CITY OF CARLSBAD
FY 2017-2018 BUDGET ADJUSTMENTS
2ND QTR
NOVEMBER**

		Current Budget	Change Budget	New Budget	Item #
21-0000-30510-000000	LODGERS TAX	939,000	600,000	1,539,000	2
	INCREASE LODGERS' TAX REVENUES TO ANTICIPATED ACTUALS				
	TOTAL REVENUES LODGERS' TAX - NON-PROMOTIONAL		600,000		
21-0210-60440-201718	MUSEUM EXHIBIT EXPENSE	20,000	18,000	38,000	4
	FUNDING FOR A MUSEUM EXHIBIT FEATURING ARTISTS THAT DESIGN WORK AS A PARTICIPATORY ACTION FOR VIEWERS				
21-0210-80014-201718	PAVING - YSC PARKING LOT	0	190,000	190,000	5
	FUNDING FOR THE EXPANSION TO THE PARKING LOT AT THE BOB FORREST SPORTS COMPLEX TO ACCOMMODATE LARGE TOURNAMENT EVENTS				
21-0210-84000-201718	PARK IMPV - FRIENDSHIP PARK	0	60,000	60,000	6
	FUNDING FOR INSTALLATION OF VITRITURF BONDED RUBBER TO CREATE ACCESS BETWEEN ROTARY PARK AND FRIENDSHIP PARK				
	TOTAL EXPENDITURES LODGERS' TAX - NON-PROMOTIONAL		268,000		
	NET INC/DEC LODGERS' TAX - NON-PROMOTIONAL		332,000		

**CITY OF CARLSBAD
FY 2017-2018 BUDGET**

	BEGINNING BUDGET	1ST QTR ADJUSTMENTS	OCTOBER ADJUSTMENTS	NOVEMBER ADJUSTMENTS	INC/DEC ADJ	REVISED BUDGET
LODGERS' TAX - PROMOTIONAL FUND 23						
CASH BALANCE	1,528,793					1,528,793
REVENUE	626,000			400,000		1,026,000
NET TRANSFERS	-			-		-
TOTAL REVENUES AND TRANSFERS	626,000			400,000		1,026,000
PERSONNEL EXPENSE	-					-
OPERATING EXPENSE	621,466	45,862	14,486	6,000		687,814
CAPITAL OUTLAY	173,000					173,000
TOTAL EXPENSES	794,466	45,862	14,486	6,000		860,814
NET REVENUES/EXPENSES	(168,466)	(45,862)	(14,486)	394,000		165,186
ENDING CASH BALANCE	1,360,327	(45,862)	(14,486)	394,000		1,693,979

CITY OF CARLSBAD
FY 2017-2018 BUDGET ADJUSTMENTS
2ND QTR
NOVEMBER

		Current Budget	Change Budget	New Budget	Item #
23-0000-30510-000000	LODGERS TAX	626,000	400,000	1,026,000	2
	INCREASE LODGERS' TAX REVENUES TO ANTICIPATED ACTUALS				
	TOTAL REVENUES LODGERS' TAX - PROMOTIONAL		400,000		
23-0230-61656-201718	LIONS CLUB CONFERENCE	0	6,000	6,000	3
	PROMOTIONAL EXPENSE FOR THE DOWNTOWN LIONS CLUB STATE CONVENTION				
	TOTAL EXPENDITURES LODGERS' TAX - PROMOTIONAL		6,000		
	NET INC/DEC LODGERS' TAX - PROMOTIONAL		394,000		

City of Carlsbad
Cash Report with Investments & Restricted Cash
Fiscal Year 2017-2018
September 2017

Fund Name	Fund	Beginning Fund Bal	Revenues	Expenditures	Cash Transfers	Reserves	Ending Fund Bal	Included in Cash Balance	
					Increase (Decrease)	Increase (Decrease)		Investments	Restricted
General Fund	1	17,774,431	10,016,703	10,734,747	(1,100,185)	61,210	16,017,413	3,220,521	7,764,999
GRT Capital Outlay Fund	2	5,481,198	741,202	-	(121,364)	-	6,101,036	-	-
Disaster Preparedness Fund	6	798,220	-	-	-	-	798,220	-	-
Special Museum Fund	12	17,733	592	1,256	-	-	17,069	-	-
Municipal Transit	15	181,815	112,911	325,662	680,000	3,080	652,144	-	-
Performing Arts Center	18	141,466	2,550	25,970	50,000	-	168,046	-	-
Fire Protection	20	83,515	-	-	-	-	83,515	-	-
Lodgers Tax Non-Promo	21	761,825	435,301	218,627	-	-	978,500	-	-
Landfill Closure Reserve	22	3,623,182	230,006	-	-	-	3,853,187	3,330,939	3,853,187
Lodgers Tax Promo	23	1,528,793	290,201	49,563	-	-	1,769,431	-	-
Solid Waste Disposal	24	698,326	1,589,029	971,664	(506,799)	567	809,458	-	-
Airport	25	117,622	191,459	19,607	-	-	289,474	-	-
Cemetery	26	44,078	49,574	193,240	625,000	5	525,416	-	-
Workers' Compensation	27	2,345,832	1,100	102,536	-	-	2,244,395	504,233	-
Insurance	28	696,282	-	1,013,237	895,000	433	578,478	-	-
Sports Complex	29	2,022,456	433,593	879,188	(118,934)	(657)	1,457,271	-	-
Emergency Medical Services (EMS)	31	-	19,904	-	-	-	19,904	-	-
Local Government Correction	32	212,321	34,305	25,125	-	-	221,501	-	-
Law Enforcement Protection	34	7,679	64,200	8,000	-	-	63,879	-	-
Water and Sewer	36	12,387,840	3,076,647	2,967,209	(1,136,624)	544,843	11,905,498	856,939	-
Beautification	40	25,305	4,308	4,994	-	-	24,619	-	-
Sewer System Improvement	41	101,217	-	38,199	-	-	63,018	-	-
Street Improvement	44	3,806,968	332,515	962,122	-	-	3,177,360	-	-
CIEP	49	1,258,588	1,032,774	284,456	-	-	2,006,906	-	-
NMFA Loans-Governmental	51	80,628	5,119	-	118,934	-	204,681	-	-
NMFA Loans-Solid Waste	52	117,925	374	-	-	-	118,299	-	-
Capital Outlay GRT Bond	54	40,455	-	-	121,364	-	161,819	-	-
NMFA Loans-Water & Sewer	55	3,456,534	786	-	-	160,296	3,617,617	-	-
2002 Sales Tax Bond Fund	56	255,312	-	-	87,812	-	343,124	-	-
2009 Water & Sewer Bond	59	135,266	-	-	405,795	-	541,062	-	-
2009 W & S Bond Acquisition	60	685,403	-	6,193	-	-	679,210	-	-
Old Carlsbad Landfill Closure	63	109,537	-	2,654	-	-	106,884	-	106,884
Sandpoint Landfill Construction	67	1,293,373	387	-	-	-	1,293,760	-	1,293,760
98' W&S Bond Acquisition	69	113,075	-	13,299	-	-	99,776	-	-
Permanent W&S Fund	71	8,371,020	21,636	2,550	-	-	8,390,106	7,211,978	8,390,106
Municipal Court Trust	72	34,607	-	-	-	(5,946)	28,661	-	28,661
Health Insurance Fund	75	2,064,519	1,711,810	1,449,439	-	-	2,326,889	450,000	2,326,889
Federal Projects Fund	81	626,603	-	-	-	-	626,603	-	-
Payroll	85	37,171	-	-	-	(33,179)	3,992	-	-
Cetane Fund	88	-	96,750	96,750	-	-	-	-	-
		71,538,118	20,495,737	20,396,288	0	730,653	72,368,220	15,574,610	23,764,486

Budget - July-Sept 2017	17,803,106	26,535,134
Variance - Favorable (Unfavorable)	2,692,631	6,138,846

Budget - FY17-18	71,538,118	71,212,423	106,140,535	-	-	36,610,006
Current FY Target	25%	25%				
Actual %	29%	19%				
	Revenue is 4% above Target	Costs are 6% below Target				

City of Carlsbad
Revenue & Cost Review by Fund
Fiscal Year 2017-2018
September 2017

A					B		C		D				E		F		G		H		I		J		K		L	
							(A+B)										(D+E+F)		(B-G)						(H+I+J)		(A+K)	
					Beginning				Costs										Cash Trans		Reserves							
					Cash				Labor				Ops		Capital		Total		Revenue		Increase		Increase		Operating		Ending	
Fund Name					Fund	Cash	Revenues	Subtotal											<Less> Costs		(Decrease)		(Decrease)		Cash		Cash	
General Fund					1	17,774,431	10,016,703	27,791,134	9,185,840				1,438,332		110,576		10,734,747		(718,044)		(1,100,185)		61,210		(1,757,018)		16,017,413	
GRT Capital Outlay Fund					2	5,481,198	741,202	6,222,400	-				-		-		-		741,202		(121,364)		-		619,838		6,101,036	
Disaster Preparedness Fund					6	798,220	-	798,220	-				-		-		-		-		-		-		-		798,220	
Special Museum Fund					12	17,733	592	18,325	-				1,256		-		1,256		(664)		-		-		(664)		17,069	
Municipal Transit					15	181,815	112,911	294,726	259,170				24,230		42,262		325,662		(212,751)		680,000		3,080		470,329		652,144	
Performing Arts Center					18	141,466	2,550	144,016	-				25,970		-		25,970		(23,420)		50,000		-		26,580		168,046	
Fire Protection					20	83,515	-	83,515	-				-		-		-		-		-		-		-		83,515	
Lodgers Tax Non-Promo					21	761,825	435,301	1,197,126	-				134,883		83,744		218,627		216,675		-		-		216,675		978,500	
Landfill Closure Reserve					22	3,623,182	230,006	3,853,187	-				-		-		-		230,006		-		-		230,006		3,853,187	
Lodgers Tax Promo					23	1,528,793	290,201	1,818,994	-				49,563		-		49,563		240,638		-		-		240,638		1,769,431	
Solid Waste Disposal					24	698,326	1,589,029	2,287,354	464,417				507,247		-		971,664		617,365		(506,799)		567		111,133		809,458	
Airport					25	117,622	191,459	309,081	-				9,362		10,245		19,607		171,852		-		-		171,852		289,474	
Cemetery					26	44,078	49,574	93,652	43,707				146,854		2,680		193,240		(143,667)		625,000		5		481,338		525,416	
Workers' Compensation					27	2,345,832	1,100	2,346,931	-				102,536		-		102,536		(101,436)		-		-		(101,436)		2,244,395	
Insurance					28	696,282	-	696,282	-				1,013,237		-		1,013,237		(1,013,237)		895,000		433		(117,803)		578,478	
Sports Complex					29	2,022,456	433,593	2,456,050	156,726				113,033		609,430		879,188		(445,594)		(118,934)		(657)		(565,186)		1,457,271	
Emergency Medical Services (EMS)					31	-	19,904	19,904	-				-		-		-		19,904		-		-		19,904		19,904	
Local Government Correction					32	212,321	34,305	246,626	-				25,125		-		25,125		9,180		-		-		9,180		221,501	
Law Enforcement Protection					34	7,679	64,200	71,879	-				8,000		-		8,000		56,200		-		-		56,200		63,879	
Water and Sewer					36	12,387,840	3,076,647	15,464,488	1,246,829				507,177		1,213,203		2,967,209		109,438		(1,136,624)		544,843		(482,343)		11,905,498	
Beautification					40	25,305	4,308	29,613	-				4,994		-		4,994		(686)		-		-		(686)		24,619	
Sewer System Improvement					41	101,217	-	101,217	-				-		38,199		38,199		(38,199)		-		-		(38,199)		63,018	
Street Improvement					44	3,806,968	332,515	4,139,483	-				-		962,122		962,122		(629,607)		-		-		(629,607)		3,177,360	
CIEP					49	1,258,588	1,032,774	2,291,362	-				-		284,456		284,456		748,318		-		-		748,318		2,006,906	
NMFA Loans-Governmental					51	80,628	5,119	85,747	-				-		-		-		5,119		118,934		-		124,053		204,681	
NMFA Loans-Solid Waste					52	117,925	374	118,299	-				-		-		-		374		-		-		374		118,299	
Capital Outlay GRT Bond					54	40,455	-	40,455	-				-		-		-		-		121,364		-		121,364		161,819	
NMFA Loans-Water & Sewer					55	3,456,534	786	3,457,321	-				-		-		-		786		-		160,296		161,083		3,617,617	
2002 Sales Tax Bond Fund					56	255,312	-	255,312	-				-		-		-		-		87,812		-		87,812		343,124	
2009 Water & Sewer Bond					59	135,266	-	135,266	-				-		-		-		-		405,795		-		405,795		541,062	
2009 W & S Bond Acquisition					60	685,403	-	685,403	-				-		6,193		6,193		(6,193)		-		-		(6,193)		679,210	
Old Carlsbad Landfill Closure					63	109,537	-	109,537	-				2,654		-		2,654		(2,654)		-		-		(2,654)		106,884	
Sandpoint Landfill Construction					67	1,293,373	387	1,293,760	-				-		-		-		387		-		-		387		1,293,760	
98' Water & Sewer Bond Acquisition					69	113,075	-	113,075	-				-		13,299		13,299		(13,299)		-		-		(13,299)		99,776	
Permanent Water & Sewer Fund					71	8,371,020	21,636	8,392,656	-				2,550		-		2,550		19,086		-		-		19,086		8,390,106	
Municipal Court Trust					72	34,607	-	34,607	-				-		-		-		-		-		(5,946)		(5,946)		28,661	
Health Insurance Fund					75	2,064,519	1,711,810	3,776,328	-				1,449,439		-		1,449,439		262,371		-		-		262,371		2,326,889	
Federal Projects Fund					81	626,603	-	626,603	-				-		-		-		-		-		-		-		626,603	
Payroll					85	37,171	-	37,171	-				-		-		-		-		-		(33,179)		(33,179)		3,992	
06-12 WIPP Acceleration Impact Fund					88	-	96,750	96,750	-				96,750		-		96,750		-		-		-		-		-	
Balance						71,538,118	20,495,737	92,033,855	11,356,688				5,663,192		3,376,408		20,396,288		99,449		0		730,653		830,102		72,368,220	

The City of Carlsbad
Revenue by Fund and Summary of Gross Receipts Tax Revenue
Fiscal Year 2017-2018

September 2017

No	Fund	% of Total Revenue	July - September			Total	FY
			Actual	Adj Bud	Fav(Unfav)	FY Budget	Target 25%
1	GENERAL FUND	48.9%	10,016,703	9,303,464	713,240	37,213,854	27%
2	GRT CAPITAL OUTLAY FUND	3.6%	741,202	639,174	102,028	2,556,695	29%
12	SPECIAL MUSEUM FUND	0.0%	592	1,625	(1,033)	6,500	9%
15	MUNICIPAL TRANSIT	0.6%	112,911	156,470	(43,559)	625,881	18%
18	PERFORMING ARTS CENTER	0.0%	2,550	3,750	(1,200)	15,000	17%
20	FIRE PROTECTION		-	123,021	(123,021)	492,085	0%
21	LODGERS TAX NON-PROMO	2.1%	435,301	253,911	181,391	1,015,642	43%
22	LANDFILL CLOSURE RESERVE	1.1%	230,006	28,875	201,131	115,500	199%
23	LODGERS TAX PROMO	1.4%	290,201	156,500	133,701	626,000	46%
24	SOLID WASTE DISPOSAL	7.8%	1,589,029	1,475,368	113,661	5,901,471	27%
25	AIRPORT	0.9%	191,459	71,576	119,883	286,304	67%
26	CEMETERY	0.2%	49,574	34,425	15,149	137,700	36%
27	WORKERS' COMPENSATION		1,100	250	850	1,000	110%
29	SPORTS COMPLEX	2.1%	433,593	381,707	51,886	1,526,828	28%
31	EMERGENCY MEDICAL SERVICE (EMS)	0.1%	19,904	5,000	14,904	20,000	100%
32	LOCAL GOVERNMENT CORRECTION	0.2%	34,305	35,000	(695)	140,000	25%
34	LAW ENFORCEMENT PROTECTION	0.3%	64,200	16,050	48,150	64,200	100%
36	WATER AND SEWER	15.0%	3,076,647	2,841,262	235,385	11,365,048	27%
40	BEAUTIFICATION	0.0%	4,308	5,452	(1,144)	21,808	20%
41	SEWER SYSTEM IMPROVEMENT		-	9,550	(9,550)	38,199	0%
44	STREET IMPROVEMENT	1.6%	332,515	238,562	93,953	954,246	35%
49	CIEP	5.0%	1,032,774	432,795	599,979	1,731,179	60%
51	NMFA - LOANS-GOVERNMENTAL	0.0%	5,119	-	5,119	-	
52	NMFA - AUTHORITY LOANS-SOLID WASTE	0.0%	374	-	374	-	
55	NMFA - LOANS-WATER & SEWER	0.0%	786	-	786	-	
67	SANDPOINT LANDFILL CONSTRUCTION	0.0%	387	-	387	-	
71	PERMANENT WATER & SEWER FUND	0.1%	21,636	7,000	14,636	28,000	77%
72	MUNICIPAL COURT TRUST		-	-	-	-	
75	HEALTH INSURANCE FUND	8.4%	1,711,810	1,500,500	211,310	6,002,000	29%
81	FEDERAL PROJECTS FUND		-	23,540	(23,540)	94,160	0%
85	PAYROLL	0.0%	1,729	-	1,729	-	
88	06-12 WIPP ACCELERATION IMPACT FUND	0.5%	96,750	58,281	38,469	233,123	42%
		100.0%	20,497,466	17,803,106	2,694,360	71,212,423	29%

Summary of Gross Receipts Tax Revenue

Fund 1 - General

Municipal GRT	23%	4,684,832	4,064,992	619,840	16,259,969	29%
Muni Share - State GRT	19%	3,958,509	3,423,521	534,988	13,694,083	29%
Muni Infrastructure	2%	389,360	337,957	51,403	1,351,828	29%
Muni Share Compensating	0%	29,220	25,251	3,969	101,004	29%
Interstate Telecom	0%	1,981	2,031	(50)	8,122	24%
	44%	9,063,902	7,853,752	1,210,150	31,415,006	29%

Fund 2 - Muni Capital Outlay GRT	4%	741,042	639,174	101,868	2,556,695	29%
Fund 29 - Muni Infrastructure (Sports Complex)	2%	389,360	337,957	51,403	1,351,828	29%
Fund 24 - Municipal Environment	1%	194,689	169,118	25,571	676,471	29%
	6%	1,325,091	1,146,249	178,842	4,584,994	29%

Total	51%	10,388,993	9,000,000	1,388,993	36,000,000	29%
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The City of Carlsbad
Labor by Department
Fiscal Year 2017-2018
September 2017

Fund	Fund Name	Depart	Depart Name	% of Total Labor	July - September			Total	FY
					Actual	Adj Bud	Fav(Unfav)	FY Budget	Target
1	GENERAL FUND	10	EXECUTIVE & LEGISLATIVE	2.7%	304,821	339,666	34,845	1,261,616	24%
1	GENERAL FUND	15	PERSONNEL	0.7%	74,119	83,880	9,761	311,555	24%
1	GENERAL FUND	20	JUDICIAL	1.0%	115,894	128,982	13,088	479,076	24%
1	GENERAL FUND	21	RIVERWALK RECREATION	0.8%	95,515	117,813	22,298	437,590	22%
1	GENERAL FUND	25	INFORMATION TECHNOLOGY	1.1%	125,525	153,392	27,867	569,742	22%
1	GENERAL FUND	30	FINANCIAL ADMINISTRATION	3.5%	401,950	450,152	48,201	1,671,993	24%
1	GENERAL FUND	37	COMMUNITY VOLUNTEER	0.2%	17,806	18,255	449	67,806	26%
1	GENERAL FUND	40	PUBLIC SAFETY	24.4%	2,767,001	3,077,889	310,888	11,432,159	24%
1	GENERAL FUND	50	FIRE	21.0%	2,389,258	2,184,214	(205,044)	8,112,794	29%
1	GENERAL FUND	60	STREET	3.1%	353,824	375,963	22,139	1,396,435	25%
1	GENERAL FUND	61	GARAGE	2.8%	323,454	353,428	29,974	1,312,732	25%
1	GENERAL FUND	62	ELECTRICAL DEPT.	1.9%	215,104	233,450	18,346	867,100	25%
1	GENERAL FUND	63	CONSTRUCTION	2.5%	285,240	312,608	27,368	1,161,116	25%
1	GENERAL FUND	67	COMMUNITY SERVICE	0.6%	67,249	71,154	3,904	264,285	25%
1	GENERAL FUND	68	GOLF	1.3%	150,396	158,993	8,597	590,547	25%
1	GENERAL FUND	70	PARKS	2.2%	246,464	264,111	17,647	980,984	25%
1	GENERAL FUND	71	AIRPORT	0.7%	78,040	90,064	12,024	334,525	23%
1	GENERAL FUND	72	FACILITY MAINTENANCE	2.2%	249,761	306,240	56,479	1,137,464	22%
1	GENERAL FUND	75	WATER PARK	1.0%	117,072	53,659	(63,413)	199,304	59%
1	GENERAL FUND	80	LIBRARY	1.3%	145,466	154,351	8,885	573,305	25%
1	GENERAL FUND	82	CRC BEAUTIFICATION	0.1%	14,766	15,234	468	56,585	26%
1	GENERAL FUND	83	MUSEUM	0.5%	60,598	55,287	(5,311)	205,353	30%
1	GENERAL FUND	100	ENGINEERING SERVICES	1.5%	171,346	191,938	20,592	712,912	24%
1	GENERAL FUND	110	PLAN, ENGINEER & REG	2.4%	269,663	325,853	56,190	1,210,310	22%
1	GENERAL FUND	125	CULTURE & ARTS	0.5%	60,772	58,373	(2,399)	216,813	28%
1	GENERAL FUND	129	SAN JOSE SR. REC CTR	0.4%	40,397	43,514	3,117	161,624	25%
1	GENERAL FUND	130	N. MESA SR. REC CTR	0.4%	44,336	46,211	1,875	171,642	26%
				80.9%	9,185,840	9,664,676	478,836	35,897,367	26%
36	WATER AND SEWER	360	WATER	4.9%	559,493	592,349	32,856	2,200,152	25%
36	WATER AND SEWER	361	SEWER	1.9%	217,368	239,535	22,167	889,702	24%
36	WATER AND SEWER	362	DOUBLE EAGLE	1.8%	206,831	219,798	12,967	816,393	25%
36	WATER AND SEWER	363	LAB ENVIRONMENTAL SERV	0.8%	86,847	91,446	4,599	339,657	26%
36	WATER AND SEWER	364	COLLECTION SYSTEM	1.6%	176,290	184,525	8,235	685,377	26%
				11.0%	1,246,829	1,327,653	80,823	4,931,281	25%
15	MUNICIPAL TRANSIT	150	TRANSIT SERVICE	2.3%	259,170	265,439	6,269	985,917	26%
24	SOLID WASTE DISPOSAL	240	SOLID WASTE DISPOSAL	4.1%	464,417	540,039	75,622	2,005,859	23%
26	CEMETERY	260	CEMETERY	0.4%	43,707	46,576	2,869	172,997	25%
29	SPORTS COMPLEX	290	SPORTS COMPLEX	1.4%	156,726	175,425	18,699	651,578	24%
				8.1%	924,019	1,027,479	103,460	3,816,351	24%
				100.0%	11,356,688	12,019,807	663,119	44,644,999	25%

The City of Carlsbad
Operations by Department
Fiscal Year 2017-2018
September 2017

Fund	Fund Name	Dept	Depart Name	% of Total Costs	July - September			Total	FY
					Actual	Adj Bud	Fav(Unfav)	FY Budget	Target
1	GENERAL FUND	10	EXECUTIVE & LEGISLATIVE	3.7%	209,008	260,562	51,553	1,042,247	20%
1	GENERAL FUND	15	PERSONNEL	0.0%	1,426	2,625	1,199	10,500	14%
1	GENERAL FUND	20	JUDICIAL	0.3%	18,590	22,475	3,885	89,900	21%
1	GENERAL FUND	21	RIVERWALK RECREATION	0.4%	23,262	30,575	7,313	122,300	19%
1	GENERAL FUND	25	INFORMATION TECHNOLOGY	0.7%	39,888	52,495	12,607	209,980	19%
1	GENERAL FUND	30	FINANCIAL ADMINISTRATION	1.5%	83,660	99,814	16,154	399,257	21%
1	GENERAL FUND	37	COMMUNITY VOLUNTEER	0.0%	2,425	3,690	1,265	14,760	16%
1	GENERAL FUND	40	PUBLIC SAFETY	3.1%	173,754	295,943	122,189	1,183,772	15%
1	GENERAL FUND	50	FIRE	2.5%	143,107	184,672	41,565	738,689	19%
1	GENERAL FUND	60	STREET	3.3%	187,390	208,696	21,306	834,785	22%
1	GENERAL FUND	61	GARAGE	0.5%	28,605	31,725	3,120	126,900	23%
1	GENERAL FUND	62	ELECTRICAL DEPT.	0.1%	5,842	11,550	5,708	46,200	13%
1	GENERAL FUND	63	CONSTRUCTION	0.2%	13,400	13,625	225	54,500	25%
1	GENERAL FUND	67	COMMUNITY SERVICE	0.1%	3,055	9,325	6,270	37,300	8%
1	GENERAL FUND	68	GOLF	1.7%	97,941	100,526	2,585	402,104	24%
1	GENERAL FUND	70	PARKS	3.8%	216,400	175,144	(41,256)	700,575	31%
1	GENERAL FUND	71	AIRPORT	0.3%	15,881	21,700	5,819	86,800	18%
1	GENERAL FUND	72	FACILITY MAINTENANCE	0.3%	19,327	59,975	40,648	239,900	8%
1	GENERAL FUND	75	WATER PARK	0.5%	27,758	21,300	(6,458)	85,200	33%
1	GENERAL FUND	80	LIBRARY	0.7%	42,297	65,241	22,944	260,963	16%
1	GENERAL FUND	82	CRC BEAUTIFICATION	0.1%	3,228	8,550	5,322	34,200	9%
1	GENERAL FUND	83	MUSEUM	0.2%	10,605	37,881	27,277	151,525	7%
1	GENERAL FUND	110	PLAN, ENGINEER & REG	0.5%	29,006	84,013	55,006	336,050	9%
1	GENERAL FUND	125	CULTURE & ARTS	0.3%	19,155	22,833	3,677	91,330	21%
1	GENERAL FUND	129	SAN JOSE SR. REC CTR	0.2%	12,391	16,450	4,059	65,800	19%
1	GENERAL FUND	130	N. MESA SR. REC CTR	0.2%	10,933	16,375	5,442	65,500	17%
				25.4%	1,438,332	1,857,759	419,427	7,431,037	19%
36	WATER AND SEWER	360	WATER	5.6%	317,331	389,972	72,641	1,559,888	20%
36	WATER AND SEWER	361	SEWER	1.5%	83,517	96,100	12,583	384,399	22%
36	WATER AND SEWER	362	DOUBLE EAGLE	0.8%	47,165	102,113	54,948	408,450	12%
36	WATER AND SEWER	363	LAB ENVIRONMENTAL SERV	0.1%	5,614	15,625	10,010	62,499	9%
36	WATER AND SEWER	364	COLLECTION SYSTEM	0.9%	53,550	69,450	15,900	277,800	19%
				9.0%	507,177	673,259	166,082	2,693,036	19%
6	DISASTER PREPAREDNESS FUND	6	DISASTER PREPAREDNESS	0.0%	-	48,363	48,363	193,450	0%
12	SPECIAL MUSEUM FUND	120	SPECIAL MUSEUM FUND	0.0%	1,256	2,750	1,494	11,000	11%
15	MUNICIPAL TRANSIT	150	TRANSIT SERVICE	0.4%	24,230	49,600	25,370	198,400	12%
18	PERFORMING ARTS CENTER	180	PERFORMING ARTS CENTER	0.5%	25,970	38,075	12,105	152,300	17%
20	FIRE PROTECTION	200	FIRE PROTECTION	0.0%	-	6,800	6,800	27,200	0%
21	LODGERS TAX NON-PROMO	210	LODGERS TAX NON-PROMO	2.4%	134,883	145,263	10,380	581,053	23%
23	LODGERS TAX PROMO	230	LODGERS TAX PROMO	0.9%	49,563	166,832	117,269	667,328	7%
24	SOLID WASTE DISPOSAL	240	SOLID WASTE DISPOSAL	2.9%	162,253	173,381	11,128	693,523	23%
24	SOLID WASTE DISPOSAL	241	SANDPOINT LANDFILL	6.1%	344,994	237,500	(107,494)	950,000	36%
25	AIRPORT	250	AIRPORT-MAINTENANCE	0.2%	9,362	37,254	27,892	149,016	6%
26	CEMETERY	260	CEMETERY	2.6%	146,854	153,071	6,218	612,285	24%
27	WORKERS' COMPENSATION	270	WORKERS' COMPENSATION	1.8%	102,536	217,500	114,964	870,000	12%
28	INSURANCE	280	INSURANCE	17.9%	1,013,237	323,000	(690,237)	1,291,998	78%
29	SPORTS COMPLEX	290	SPORTS COMPLEX	2.0%	113,033	156,940	43,907	627,760	18%
32	LOCAL GOVERNMENT CORRECTION	320	LOCAL GOV CORRECTIONAL	0.4%	25,125	81,250	56,125	325,000	8%
34	LAW ENFORCEMENT PROTECTION	340	LAW ENFORCEMENT PROTECT	0.1%	8,000	16,050	8,050	64,200	12%
40	BEAUTIFICATION	400	BEAUTIFICATION	0.1%	4,994	4,375	(619)	17,500	29%
51	NMFA LOANS-GOVERNMENTAL	511	NMFA LOANS-GOVERNMENTAL	0.0%	-	141,018	141,018	564,073	0%
51	NMFA LOANS-GOVERNMENTAL	290	SPORTS COMPLEX	0.0%	-	-	-	-	-
52	NMFA LOANS-SOLID WASTE	521	NMFA LOANS - SOLID WASTE	0.0%	-	31,609	31,609	126,435	0%
54	CAPITAL OUTLAY GRT BOND	541	GRT CAPITAL OUTLAY BOND	0.0%	-	121,364	121,364	485,457	0%
55	NMFA LOANS-WATER & SEWER	550	NMFA LOANS	0.0%	-	265,173	265,173	1,060,691	0%
56	2002 SALES TAX BOND FUND	560	2002 SALES TAX REV BOND	0.0%	-	85,781	85,781	343,124	0%
59	2009 WATER & SEWER BOND	591	2009 W & S BOND	0.0%	-	405,796	405,796	1,623,182	0%
63	OLD CARLSBAD LANDFILL CLOSURE	630	OLD LANDFILL CLOSURE	0.0%	2,654	22,563	19,909	90,250	3%
71	PERMANENT WATER & SEWER FUND	710	PERMANENT W&S FUND	0.0%	2,550	7,000	4,450	28,000	9%
75	HEALTH INSURANCE FUND	750	HEALTH INSURANCE FUND	25.6%	1,449,439	1,500,250	50,811	6,001,000	24%
88	06-12 WIPP ACCELER IMPACT	883	2010-12 WIPP ACCELER IMPACT	1.7%	96,750	58,281	(38,469)	233,123	42%
				65.6%	3,717,682	4,496,837	779,155	17,987,348	21%
				100.0%	5,663,192	7,027,855	1,364,664	28,111,421	20%

The City of Carlsbad
Capital Outlay by Department
Fiscal Year 2017-2018
September 2017

Fund	Fund Name	Dept	Dept Name	% of Total Costs	July - September			Total	FY
					Actual	Adj Bud	Fav(Unfav)	FY Budget	Target 25%
1	GENERAL FUND	10	EXECUTIVE & LEGISLATIVE	0.0%	250	1,500	1,250	6,000	4%
1	GENERAL FUND	21	RIVERWALK RECREATION	0.0%	-	3,500	3,500	14,000	0%
1	GENERAL FUND	25	INFORMATION TECHNOLOGY	0.0%	-	3,000	3,000	12,000	0%
1	GENERAL FUND	30	FINANCIAL ADMINISTRATION	0.4%	15,119	162,500	147,381	650,000	2%
1	GENERAL FUND	40	PUBLIC SAFETY	0.4%	12,715	280,190	267,475	1,120,758	1%
1	GENERAL FUND	50	FIRE	0.2%	5,605	3,517	(2,088)	14,067	40%
1	GENERAL FUND	60	STREET	0.0%	-	2,000	2,000	8,000	0%
1	GENERAL FUND	70	PARKS	0.1%	2,275	32,489	30,213	129,954	2%
1	GENERAL FUND	72	FACILITY MAINTENANCE	0.1%	2,223	19,090	16,867	76,360	3%
1	GENERAL FUND	75	WATER PARK	0.0%	-	7,500	7,500	30,000	0%
1	GENERAL FUND	80	LIBRARY	0.0%	-	1,250	1,250	5,000	0%
1	GENERAL FUND	83	MUSEUM	0.0%	-	1,750	1,750	7,000	0%
1	GENERAL FUND	125	CULTURE & ARTS	2.1%	72,388	62,231	(10,158)	248,923	29%
1	GENERAL FUND	130	N. MESA SR. REC CTR	0.0%	-	6,500	6,500	26,000	0%
				3.3%	110,576	587,016	476,440	2,348,062	5%
36	WATER AND SEWER	360	WATER	11.9%	401,781	447,802	46,020	1,791,207	22%
36	WATER AND SEWER	361	SEWER	0.2%	5,482	1,408	(4,074)	5,633	97%
36	WATER AND SEWER	362	DOUBLE EAGLE	11.5%	388,071	1,886,190	1,498,118	7,544,759	5%
36	WATER AND SEWER	364	COLLECTION SYSTEM	12.4%	417,868	348,956	(68,912)	1,395,823	30%
				35.9%	1,213,203	2,684,356	1,471,153	10,737,422	11%
2	GRT CAPITAL OUTLAY FUND	2	CAPITAL OUTLAY GRT	0.0%	-	1,687,391	1,687,391	6,749,565	0%
15	MUNICIPAL TRANSIT	150	TRANSIT SERVICE	1.3%	42,262	72,656	30,394	290,622	15%
18	PERFORMING ARTS CENTER	180	PERFORMING ARTS CENTER	0.0%	-	-	-	-	
20	FIRE PROTECTION	200	FIRE PROTECTION	0.0%	-	115,016	115,016	460,063	0%
21	LODGERS TAX NON-PROMO	210	LODGERS TAX NON-PROMO	2.5%	83,744	103,031	19,287	412,123	20%
23	LODGERS TAX PROMO	230	LODGERS TAX PROMO	0.0%	-	43,250	43,250	173,000	0%
24	SOLID WASTE DISPOSAL	240	SOLID WASTE DISPOSAL	0.0%	-	44,250	44,250	177,000	0%
25	AIRPORT	250	AIRPORT-MAINTENANCE	0.3%	10,245	33,976	23,730	135,903	8%
26	CEMETERY	260	CEMETERY	0.1%	2,680	3,170	490	12,680	21%
29	SPORTS COMPLEX	290	SPORTS COMPLEX	18.0%	609,430	259,440	(349,990)	1,037,759	59%
31	EMERGENCY MEDICAL SERVICE	310	EMERGENCY MEDICAL SERVICE	0.0%	-	14,500	14,500	58,000	0%
41	SEWER SYSTEM IMPROVEMENT	410	SWR CAP IMPROVEMENT	1.1%	38,199	9,550	(28,649)	38,199	100%
44	STREET IMPROVEMENT	440	STREET IMPROVEMENT	28.5%	962,122	1,290,637	328,514	5,162,547	19%
49	CIEP	490	CIEP	8.4%	284,456	857,139	572,683	3,428,554	8%
60	2009 W & S BOND ACQUISITION	600	2009 W & S BOND ACQUISITION	0.2%	6,193	171,351	165,158	685,403	1%
63	OLD LANDFILL CLOSURE	630	OLD LANDFILL CLOSURE	0.0%	-	2,500	2,500	10,000	0%
67	SANDPOINT LANDFILL CONSTR	670	SANDPOINT LANDFILL CONSTR	0.0%	-	350,000	350,000	1,400,000	0%
69	98' W&S BOND ACQUISITION	690	98' W&S BOND ACQUISITION	0.4%	13,299	28,269	14,970	113,075	12%
81	FEDERAL PROJECTS FUND	810	FEDERAL PROJECTS	0.0%	-	-	-	-	
				60.8%	2,052,629	5,086,123	3,033,494	20,344,493	10%
				100.0%	3,376,408	8,357,494	4,981,086	33,429,977	10%

FY 17-18														Year End Projection
Revenues-\$	July	August	September	October	November	December	January	February	March	April	May	June	Total	
Refuse Removal	458,949	469,555	463,734										1,392,238	5,568,951
Landfill Charges	-	-	-										-	-
1/16 Envir. GRT	58,504	70,241	65,943										194,689	778,755
County Appropriation	-	-	-										-	-
Miscellaneous	719	831	553										2,103	8,412
Total	518,173	540,627	530,230	-	-	-	-	-	-	-	-	-	1,589,029	6,356,117
Budget	492,000	492,000	492,000										1,476,000	5,901,471
Favorable (Unfav) to Budget	26,173	48,627	38,230	-	-	-	-	-	-	-	-	-	113,029	454,646
Percent Favorable (Unfav)	5%	10%	8%										8%	8%

Percent Change from FY17	5%	3%	8%											5%
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FY 16-17													
Revenues-\$	July	August	September	October	November	December	January	February	March	April	May	June	Total
Refuse Removal	420,810	449,312	438,111	430,514	423,931	442,085	466,970	439,206	468,393	438,227	467,606	456,946	5,342,111
Landfill Charges	-	-	-	-	-	-	-	-	-	-	-	-	-
1/16 Envir. GRT	49,884	85,204	54,932	52,281	53,767	48,238	47,559	58,400	54,402	51,947	62,018	57,484	676,116
County Appropriation	20,495	-	-	-	-	11,780	-	-	-	-	-	6,773	39,048
Miscellaneous	114	(8,288)	-	-	-	14,194	45	10,875	616	1,299	682	533	20,069
Total	491,302	526,228	493,043	482,795	477,698	516,297	514,574	508,481	523,411	491,473	530,306	521,736	6,077,344

FY 15-16													
Revenues-\$	July	August	September	October	November	December	January	February	March	April	May	June	Total
Refuse Removal	432,499	439,463	410,154	436,159	424,244	437,399	437,233	455,365	440,272	429,961	452,446	429,315	5,224,510
Landfill Charges	-	-	-	-	-	-	-	-	-	-	-	-	-
1/16 Envir. GRT	60,474	76,870	94,014	83,715	66,859	66,978	58,575	64,258	58,188	58,105	60,001	54,554	802,591
County Appropriation	-	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous	-	-	8,532	-	-	-	-	-	-	-	-	-	8,532
Total	492,973	516,333	512,700	519,874	491,102	504,377	495,808	519,624	498,460	488,065	512,447	483,868	6,035,633

FY 14-15													
Revenues-\$	July	August	September	October	November	December	January	February	March	April	May	June	Total
Refuse Removal	398,457	394,287	398,284	404,650	398,758	427,242	414,655	412,625	435,763	424,390	418,050	432,085	4,959,245
Landfill Charges	-	-	-	-	-	-	-	-	-	-	-	-	-
1/16 Envir. GRT	65,794	71,243	69,360	72,294	67,306	73,707	69,821	82,681	70,788	68,328	74,910	71,061	857,292
County Appropriation	-	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-	38,241	-	-	-	-	38,241
Total	464,251	465,530	467,644	476,943	466,064	500,949	484,476	533,547	506,551	492,717	492,960	503,146	5,854,778

City of Carlsbad
Water & Sewer Revenues - Fund 36

FY 17-18														Year End Projection
Revenues-\$	July	August	September	October	November	December	January	February	March	April	May	June	Total	
Water Services	509,437	587,275	444,545										1,541,257	6,165,028
Sewer Services	349,996	377,526	351,144										1,078,666	4,314,663
Double Eagle	58,703	62,117	27,522										148,342	593,367
All Other	102,275	64,715	141,392										308,382	1,233,528
Total	1,020,411	1,091,633	964,603	-	-	-	-	-	-	-	-	-	3,076,647	12,306,586
Budget	947,000	947,000	947,000										2,841,000	11,365,048
Favorable (Unfav) to Budget	73,411	144,633	17,603	-	-	-	-	-	-	-	-	-	235,647	941,538
Percent Favorable (Unfav)	8%	15%	2%										8%	8%

FY 16-17													
Revenues-\$	July	August	September	October	November	December	January	February	March	April	May	June	Total
Water Services	407,865	540,889	434,047	351,750	284,337	297,849	270,182	281,842	247,807	294,463	421,955	410,558	4,243,544
Sewer Services	331,709	362,277	344,430	345,455	330,633	336,307	349,516	344,920	338,848	325,794	359,926	350,386	4,120,200
Double Eagle	20,531	43,587	41,296	70,791	20,646	23,698	28,441	33,856	29,552	25,721	37,994	25,618	401,731
All Other	302,879	254,385	410,743	2,419,372	169,856	676,139	561,420	265,216	149,209	129,519	220,653	240,566	5,799,958
Total	1,062,984	1,201,138	1,230,516	3,187,368	805,472	1,333,993	1,209,559	925,834	765,416	775,497	1,040,529	1,027,128	14,565,433

FY 15-16													
Revenues-\$	July	August	September	October	November	December	January	February	March	April	May	June	Total
Water Services	393,669	505,275	413,527	523,497	332,176	278,837	273,994	289,725	255,311	303,685	392,638	430,203	4,392,537
Sewer Services	339,715	351,703	321,601	365,928	330,502	337,797	340,537	365,934	297,542	337,489	353,250	331,092	4,073,090
Double Eagle	249,616	204,918	243,404	221,034	140,652	133,113	92,920	206,003	127,549	86,646	119,813	54,667	1,880,335
All Other	96,328	95,574	135,762	131,350	99,273	117,466	99,788	95,691	74,485	82,545	92,492	138,485	1,259,239
Total	1,079,328	1,157,470	1,114,294	1,241,809	902,603	867,213	807,239	957,353	754,887	810,365	958,193	954,447	11,605,201

FY 14-15													
Revenues-\$	July	August	September	October	November	December	January	February	March	April	May	June	Total
Water Services	448,468	545,214	479,170	430,219	302,692	307,757	261,510	307,998	247,713	245,067	320,138	392,489	4,288,435
Sewer Services	332,122	335,660	333,003	339,283	317,429	357,549	328,523	336,076	337,256	335,892	333,595	349,904	4,036,292
Double Eagle	556,269	871,038	924,383	840,211	810,583	699,819	890,851	655,267	582,397	300,411	464,491	519,651	8,115,371
All Other	60,168	60,602	57,497	118,642	80,829	112,619	92,965	126,492	80,970	81,496	49,622	137,816	1,059,718
Total	1,397,027	1,812,514	1,794,053	1,728,355	1,511,533	1,477,744	1,573,849	1,425,833	1,248,336	962,866	1,167,846	1,399,860	17,499,816

City of Carlsbad
Water & Sewer Department
2017-2018

ACCOUNT DESCRIPTION	September 2017	August 2017	Current Month vs. Previous Month Increase (Decrease)
WATER METERS IN SERVICE			
City of Carlsbad	10,873	10,924	(51)
La Huerta	1,046	1,045	1
Double Eagle	61	61	-
Total	11,980	12,030	(50)

WATER CONSUMPTION GALS. M.			
City of Carlsbad	191,003	199,994	(8,991)
La Huerta	29,099	27,764	1,335
Double Eagle	1,573	1,455	118
Total	221,675	229,213	(7,538)

SEWER CONNECTIONS	10,182	10,197	(15)
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September 2017	September 2016	Current Month vs. Previous Yr. Increase (Decrease)
10,873	12,162	(1,289)
1,046	60	986
61	997	(936)
11,980	13,219	(1,239)

191,003	205,084	(14,081)
29,099	2,318	26,781
1,573	27,577	(26,004)
221,675	234,979	(13,304)

10,182	10,381	(199)
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FUND 01 GENERAL FUND

BUDGET SUMMARY OF REVENUE AND EXPENSES

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
CURRENT PROPERTY TAXES	61,411.97-	156,703.13-	2,657,429	6		
WATER DEPARTMENT	.00	20,000.00-	20,000	100		
ELECTRIC COMPANY	58,384.14-	135,032.70-	480,000	28		
CABLE TV COMPANY	9,965.47-	40,267.40-	118,000	34		
TELEPHONE COMPANY	.00	14,436.46-	69,000	21		
GAS COMPANY	.00	12,162.98-	60,000	20		
FRANCHISE TAX - PVT NETWORKS	234.80-	729.79-	2,500	29		
MUNICIPAL GROSS RECEIPT TAX	1,586,956.02-	4,684,832.15-	16,259,968	29		
GROSS REC-INFRASTRUCTURE	131,874.56-	389,359.99-	1,351,828	29		
LIQUOR LICENSE	.00	500.00-	10,500	5		
DOG LICENSES	170.00-	606.50-	2,500	24		
BUILDING PERMITS	5,653.00-	32,924.38-	125,000	26		
PLUMBING/MECHANICAL PERMITS	2,724.00-	9,568.00-	20,000	48		
ELECTRICAL PERMITS	3,222.00-	13,293.00-	50,000	27		
PAVING CUTS	.00	60.00-	0			
SEWER INSPECTIONS	.00	40.00-	0			
BUSINESS LICENSES	60.00-	250.00-	2,500	10		
BUSINESS REGISTRATIONS	980.00-	3,045.00-	60,000	5		
USE PERMITS-PICNIC SHELTERS	375.00-	1,125.00-	3,000	38		
AUTO LICENSES - GENERAL	2,189.23-	5,781.19-	15,500	37		
GROSS RECEIPTS TAX - 1.225	1,335,667.70-	3,958,508.76-	13,694,083	29		
NM INTERSTATE TELECOM TAX	632.21-	1,980.55-	8,122	24		
NM MUNI SHARE COMPENSATING TAX	9,811.45-	29,220.29-	101,004	29		
PRINTING & COPYING	1,447.10-	4,590.45-	15,000	31		
STREET & CURB REPAIR	.00	.00	50			
AMBULANCE CALLS	52,737.31-	223,037.28-	850,000	26		
WATER PARK RENTAL DEPOSIT	1,950.00	.00	2,500			
DEPOSIT FEES	400.00	.00	0			
LEASE-CAVE/KARST	.00	18,000.00-	36,000	50		
GREEN FEES	16,030.00-	48,062.50-	210,000	23		
GOLF CART PERMITS	.00	1,240.00-	40,000	3		
ZONING FEES	100.00-	600.00-	1,500	40		
SUB-DIVISION FEES	250.00-	1,399.00-	2,500	56		
REC CENTER RENTAL FEES	1,300.00-	2,750.00-	12,000	23		
WATER PARK RENTAL FEES	1,050.00-	5,230.00-	15,000	35		
COUNTY REIMB-DWI TRACKING	.00	841.86-	0			
COUNTY APPROPRIATION	.00	.00	250,000			
TRAFFIC SAFETY GRANT	6,252.02-	6,252.02-	0			
LIBRARY BOND ACT	.00	.00	49,395			
LIBRARY BOND ACT	.00	.00	55,975			
LIBRARY STATE GRANT - IN AID	.00	.00	7,700			
COURT FINES	27,355.00-	95,058.50-	360,000	26		
LIBRARY FEES	188.17-	1,158.17-	4,000	29		
CRIME LAB FEES	116.00	41.00	0			
PREVENTION FEES	125.00	64.00-	0			
RESTITUTION	.00	.00	0			
JUDICIAL FEES	604.00	1,393.00-	0			
AUTOMATION FEES	1,051.00	1,198.00	0			
RENTS & ROYALTIES	1,121.02-	3,796.07-	25,000	15		
WIPP-JPA-FIRE	.00	.00	7,000			
SALES OF FIXED ASSETS	.00	.00	1,000			
DEMOLITION REIMBURSEMENT	.00	9,146.35-	0			
SENIOR CENTERS	444.54-	1,043.38-	8,500	12		

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FUND 01 GENERAL FUND

BUDGET SUMMARY OF REVENUE AND EXPENSES

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
SENNACAC LEASE	400.00-	1,200.00-	4,800	25		
DARE DONATIONS	.00	50.00-	0			
RECOVERIES	400.00-	909.24-	0			
PORT JEFFERSON RENT	.00	.00	3,000			
MISCELLANEOUS REVENUES	49.71-	94.71-	0			
LONG & SHORT-CASH	.00	.25-	0			
REIMBURSEMENT	200.00-	600.00-	0			
INTEREST	122.13-	393.26-	1,500	26		
INTEREST ON INVESTMENTS	3,227.44-	3,538.72-	5,000	71		
CONCESSION-VIDEO MACHINES	.00	.00	3,000			
SALES	191.17-	.00	0			
CONCESSION-SNACK BAR	2,735.48-	.00	2,500			
CONCESSION-SNACK BAR	.00	.00	10,000			
WATER PARK REVENUE	288.73	61,443.18-	120,000	51		
MISCELLANEOUS REVENUE	760.00	.00	0			
NOTARY FEES	33.00-	84.00-	0			
WATER PARK CONCESSION REVENUE	1,030.49-	4,432.99-	0			
CLASS REVENUE	125.00	425.00	0			
OPERATION DWI	10,394.49-	10,394.49-	0			
OPERATION BUCKLE DOWN	1,136.79-	1,136.79-	0			
TOTAL REVENUES	3,333,087.68-	10,016,703.48-	37,213,854	27		
TRANSFER-IN	912,627.25-	912,627.25-	4,349,519	21		
TRANSFER-OUT	29,270.63	2,012,811.89	2,615,812-	77		
TOTAL TRANSFERS	883,356.62-	1,100,184.64	1,733,707	63-		
EXECUTIVE & LEGISLATIVE						
SALARIES	125,045.50	304,820.66	1,261,616	24	20,091.09	936,704.25
OPERATING EXPENSE	54,537.10	209,008.27	1,042,247	20	709,925.16	123,313.57
CAPITAL OUTLAY	.00	250.00	6,000	4	500.00	5,250.00
TOTAL EXECUTIVE & LEGISLATIVE	179,582.60	514,078.93	2,309,863	22	730,516.25	1,065,267.82
PERSONNEL						
SALARIES	24,817.48	74,119.45	311,555	24	5,794.45	231,641.10
OPERATING EXPENSE	715.49-	1,425.56	10,500	14	2,014.98	7,059.46
TOTAL PERSONNEL	24,101.99	75,545.01	322,055	23	7,809.43	238,700.56
JUDICIAL						
SALARIES	44,483.56	115,894.36	479,076	24	9,547.52	353,634.12
OPERATING EXPENSE	4,483.87	18,589.85	89,900	21	15,317.45	55,992.70
TOTAL JUDICIAL	48,967.43	134,484.21	568,976	24	24,864.97	409,626.82

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CITY OF CARLSBAD
BUDGET SUMMARY OF REVENUE AND EXPENSES

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FUND 01 GENERAL FUND

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
RIVERWALK RECREATION						
SALARIES	40,314.74	95,514.84	437,590	22	2,822.04	339,253.12
OPERATING EXPENSE	6,961.04	23,262.34	122,300	19	53,123.97	45,913.69
CAPITAL OUTLAY	.00	.00	14,000		.00	14,000.00
TOTAL RIVERWALK RECREATION	47,275.78	118,777.18	573,890	21	55,946.01	399,166.81
INFORMATION TECHNOLOGY						
SALARIES	52,073.74	125,524.78	569,742	22	10,822.74	433,394.48
OPERATING EXPENSE	9,276.43	39,887.81	209,980	19	109,749.05	60,343.14
CAPITAL OUTLAY	.00	.00	12,000		10,710.00	1,290.00
TOTAL INFORMATION TECHNOLOGY	61,350.17	165,412.59	791,722	21	131,281.79	495,027.62
FINANCIAL ADMINISTRATION						
SALARIES	162,912.49	401,950.48	1,671,993	24	33,455.91	1,236,586.61
OPERATING EXPENSE	28,384.39	83,660.14	399,257	21	181,330.51	134,266.35
CAPITAL OUTLAY	2,968.07	15,119.38	50,000	30	35,201.96	321.34-
CAPITAL OUTLAY	.00	.00	600,000		590,000.00	10,000.00
TOTAL FINANCIAL ADMINISTRATION	194,264.95	500,730.00	2,721,250	18	839,988.38	1,380,531.62
CARLSBAD COMMUNITY VOLUNTEER NETWORK						
SALARIES	7,635.84	17,806.34	67,806	26	.00	49,999.66
OPERATING EXPENSE	604.61	2,425.00	14,760	16	1,672.30	10,662.70
TOTAL CARLSBAD COMMUNITY VOLUNTEER	8,240.45	20,231.34	82,566	25	1,672.30	60,662.36
PUBLIC SAFETY						
SALARIES	1,175,878.97	2,767,000.84	11,432,159	24	173,601.14	8,491,557.02
OPERATING EXPENSE	44,224.60	173,753.54	1,183,772	15	686,519.99	323,498.47
CAPITAL OUTLAY	5,220.00	12,715.00	819,408	2	800,000.00	6,693.00
CAPITAL OUTLAY	.00	.00	301,350		249,686.30	51,663.70
TOTAL PUBLIC SAFETY	1,225,323.57	2,953,469.38	13,736,689	22	1,909,807.43	8,873,412.19
FIRE						
SALARIES	1,044,616.66	2,389,258.24	8,112,794	29	150,141.38	5,573,394.38
OPERATING EXPENSE	54,116.26	143,106.91	738,689	19	299,620.84	295,961.25
CAPITAL OUTLAY	.00	5,604.75	14,067	40	7,515.80	946.45
TOTAL FIRE	1,098,732.92	2,537,969.90	8,865,550	29	457,278.02	5,870,302.08

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FUND 01 GENERAL FUND

BUDGET SUMMARY OF REVENUE AND EXPENSES

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
STREET						
SALARIES	147,567.86	353,823.90	1,396,435	25	29,349.57	1,013,261.53
OPERATING EXPENSE	63,318.53	187,389.85	834,785	22	582,057.17	65,337.98
CAPITAL OUTLAY	.00	.00	8,000		7,499.00	501.00
TOTAL STREET	210,886.39	541,213.75	2,239,220	24	618,905.74	1,079,100.51
GARAGE						
SALARIES	137,326.18	323,453.74	1,312,732	25	29,972.95	959,305.31
OPERATING EXPENSE	7,453.13	28,604.96	126,900	23	55,007.67	43,287.37
TOTAL GARAGE	144,779.31	352,058.70	1,439,632	24	84,980.62	1,002,592.68
ELECTRICAL DEPT.						
SALARIES	90,186.82	215,104.29	867,100	25	14,750.03	637,245.68
OPERATING EXPENSE	2,490.93	5,842.00	46,200	13	19,366.34	20,991.66
TOTAL ELECTRICAL DEPT.	92,677.75	220,946.29	913,300	24	34,116.37	658,237.34
CONSTRUCTION						
SALARIES	119,035.32	285,239.92	1,161,116	25	32,303.52	843,572.56
OPERATING EXPENSE	6,026.67	13,400.12	54,500	25	18,988.24	22,111.64
TOTAL CONSTRUCTION	125,061.99	298,640.04	1,215,616	25	51,291.76	865,684.20
COMMUNITY SERVICE						
SALARIES	29,342.30	67,249.22	264,285	25	3,975.68	193,060.10
OPERATING EXPENSE	1,030.35	3,054.64	37,300	8	9,591.98	24,653.38
TOTAL COMMUNITY SERVICE	30,372.65	70,303.86	301,585	23	13,567.66	217,713.48
GOLF						
SALARIES	59,102.26	150,396.44	590,547	25	17,063.79	423,086.77
OPERATING EXPENSE	30,989.76	97,940.66	402,104	24	264,677.96	39,485.38
TOTAL GOLF	90,092.02	248,337.10	992,651	25	281,741.75	462,572.15
PARKS						
SALARIES	98,678.65	246,463.83	980,984	25	20,693.90	713,826.27
OPERATING EXPENSE	80,260.58	216,399.81	700,575	31	309,242.51	174,932.68

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FUND 01 GENERAL FUND

BUDGET SUMMARY OF REVENUE AND EXPENSES

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
CAPITAL OUTLAY	2,275.10	2,275.10	129,954	2	.00	127,678.90
TOTAL PARKS	181,214.33	465,138.74	1,811,513	26	329,936.41	1,016,437.85
AIRPORT						
SALARIES	32,588.28	78,040.41	334,525	23	2,908.77	253,575.82
OPERATING EXPENSE	3,958.49	15,880.54	86,800	18	53,861.39	17,058.07
TOTAL AIRPORT	36,546.77	93,920.95	421,325	22	56,770.16	270,633.89
FACILITY MAINTENANCE						
SALARIES	103,728.21	249,760.97	1,137,464	22	27,000.33	860,702.70
OPERATING EXPENSE	6,325.64	19,326.89	239,900	8	41,293.75	179,279.36
CAPITAL OUTLAY	2,223.01	2,223.01	76,360	3	30,206.08	43,930.91
TOTAL FACILITY MAINTENANCE	112,276.86	271,310.87	1,453,724	19	98,500.16	1,083,912.97
WATER PARK						
SALARIES	13,648.34	117,071.80	199,304	59	.00	82,232.20
OPERATING EXPENSE	6,244.43	27,758.43	85,200	33	30,055.69	27,385.88
CAPITAL OUTLAY	.00	.00	30,000		.00	30,000.00
TOTAL WATER PARK	19,892.77	144,830.23	314,504	46	30,055.69	139,618.08
LIBRARY						
SALARIES	60,044.97	145,466.49	573,305	25	11,405.39	416,433.12
OPERATING EXPENSE	10,683.55	42,297.03	260,963	16	95,328.76	123,337.21
CAPITAL OUTLAY	.00	.00	5,000		.00	5,000.00
TOTAL LIBRARY	70,728.52	187,763.52	839,268	22	106,734.15	544,770.33
CRC BEAUTIFICATION						
SALARIES	6,454.23	14,766.34	56,585	26	.00	41,818.66
OPERATING EXPENSE	950.08	3,227.93	34,200	9	7,379.86	23,592.21
TOTAL CRC BEAUTIFICATION	7,404.31	17,994.27	90,785	20	7,379.86	65,410.87
MUSEUM						
SALARIES	27,407.97	60,598.31	205,353	30	.00	144,754.69
OPERATING EXPENSE	5,886.03	10,604.73	151,525	7	34,200.57	106,719.70
CAPITAL OUTLAY	.00	.00	7,000		.00	7,000.00

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BUDGET SUMMARY OF REVENUE AND EXPENSES

FUND 01 GENERAL FUND

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
TOTAL MUSEUM	33,294.00	71,203.04	363,878	20	34,200.57	258,474.39
ENGINEERING SERVICES						
SALARIES	71,667.12	171,346.13	712,912	24	12,782.74	528,783.13
TOTAL ENGINEERING SERVICES	71,667.12	171,346.13	712,912	24	12,782.74	528,783.13
PLANNING ENGINEERING & REGULATIONS						
SALARIES	115,485.23	269,662.77	1,210,310	22	20,743.23	919,904.00
OPERATING EXPENSE	11,926.08	29,006.14	336,050	9	117,133.24	189,910.62
TOTAL PLANNING ENGINEERING & REGULA	127,411.31	298,668.91	1,546,360	19	137,876.47	1,109,814.62
CULTURE & ARTS						
SALARIES	25,427.18	60,772.21	216,813	28	3,423.52	152,617.27
OPERATING EXPENSE	625.66	19,155.32	91,330	21	14,356.39	57,818.29
CAPITAL OUTLAY	.00	.00	150,000		149,968.53	31.47
CAPITAL OUTLAY	.00	72,388.34	98,923	73	9,391.88	17,142.78
TOTAL CULTURE & ARTS	26,052.84	152,315.87	557,066	27	177,140.32	227,609.81
SAN JOSE SR. REC CTR						
SALARIES	16,894.17	40,396.92	161,624	25	2,908.77	118,318.31
OPERATING EXPENSE	4,617.05	12,390.82	65,800	19	25,995.86	27,413.32
TOTAL SAN JOSE SR. REC CTR	21,511.22	52,787.74	227,424	23	28,904.63	145,731.63
N. MESA SR. REC CTR						
SALARIES	18,757.91	44,335.94	171,642	26	1,454.38	125,851.68
OPERATING EXPENSE	7,131.94	10,932.95	65,500	17	22,163.01	32,404.04
CAPITAL OUTLAY	.00	.00	26,000		.00	26,000.00
TOTAL N. MESA SR. REC CTR	25,889.85	55,268.89	263,142	21	23,617.39	184,255.72
TOTAL FUND 01	4,315,599.87	10,734,747.44	45,676,466	24	6,287,667.03	28,654,051.53

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BUDGET SUMMARY OF REVENUE AND EXPENSES

FUND 02 GRT CAPITAL OUTLAY FUND

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
CAPITAL OUTLAY GRT	251,162.16-	741,042.01-	2,556,695	29		
INTEREST	56.81-	159.94-	0			
TOTAL REVENUES	251,218.97-	741,201.95-	2,556,695	29		
TRANSFER-OUT	40,454.69	121,364.07	1,035,323-	12		
TOTAL TRANSFERS	40,454.69	121,364.07	1,035,323-	12		
CAPITAL OUTLAY GRT						
CAPITAL OUTLAY	.00	.00	2,606,585		512,968.51	2,093,616.49
CAPITAL OUTLAY	.00	.00	4,142,980		35,335.41	4,107,644.59
TOTAL CAPITAL OUTLAY GRT	.00	.00	6,749,565		548,303.92	6,201,261.08
TOTAL FUND 02	.00	.00	6,749,565		548,303.92	6,201,261.08

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BUDGET SUMMARY OF REVENUE AND EXPENSES

FUND 06 DISASTER PREPAREDNESS FUND

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL PCT BUDGET TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
TRANSFER-IN	.00	.00	230,000		
TOTAL TRANSFERS	.00	.00	230,000		
DISASTER PREPAREDNESS OPERATING EXPENSE	.00	.00	193,450	2,925.69	190,524.31
TOTAL DISASTER PREPAREDNESS	.00	.00	193,450	2,925.69	190,524.31
TOTAL FUND 06	.00	.00	193,450	2,925.69	190,524.31

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BUDGET SUMMARY OF REVENUE AND EXPENSES

FUND 12 SPECIAL MUSEUM FUND

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
DONATIONS	443.83-	443.83-	1,500	30		
SALES	23.61-	23.23-	5,000			
CLASS REVENUE	.00	125.00-	0			
	-----	-----	-----	---		
TOTAL REVENUES	467.44-	592.06-	6,500	9		
SPECIAL MUSEUM FUND OPERATING EXPENSE	.00	1,256.00	11,000	11	.00	9,744.00
	-----	-----	-----	---	-----	-----
TOTAL SPECIAL MUSEUM FUND	.00	1,256.00	11,000	11	.00	9,744.00
TOTAL FUND 12	.00	1,256.00	11,000	11	.00	9,744.00

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BUDGET SUMMARY OF REVENUE AND EXPENSES

FUND 15 MUNICIPAL TRANSIT

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
FEDERAL ADMINISTRATION 5311	33,444.04-	55,703.18-	0			
FEDERAL ADMINISTRATION 5311	.00	.00	113,231			
FEDERAL OPERATING 5311	24,128.57-	39,870.78-	0			
FEDERAL OPERATING 5311	.00	.00	187,650			
FEDERAL CAPITAL 5311	.00	.00	253,500			
FARE REVENUES	5,030.85-	15,626.10-	60,000	26		
CONTRACT FARES	369.00-	1,711.00-	11,500	15		
TOTAL REVENUES	62,972.46-	112,911.06-	625,881	18		
TRANSFER-IN	.00	700,000.00-	700,000	100		
TRANSFER-OUT	.00	20,000.00	20,000-	100		
TOTAL TRANSFERS	.00	680,000.00-	680,000	100		
TRANSIT SERVICE						
SALARIES	108,867.07	259,170.00	985,917	26	18,389.42	708,357.58
OPERATING EXPENSE	7,391.10	24,229.98	198,400	12	105,650.02	68,520.00
CAPITAL OUTLAY	6,060.85	42,261.83	290,622	15	13,025.20	235,334.97
TOTAL TRANSIT SERVICE	122,319.02	325,661.81	1,474,939	22	137,064.64	1,012,212.55
TOTAL FUND 15	122,319.02	325,661.81	1,474,939	22	137,064.64	1,012,212.55

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FUND 18 PERFORMING ARTS CENTER

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
C C RENTAL FEES	850.00-	2,550.00-	15,000	17		
TOTAL REVENUES	850.00-	2,550.00-	15,000	17		
TRANSFER-IN	.00	50,000.00-	50,000	100		
TOTAL TRANSFERS	.00	50,000.00-	50,000	100		
PERFORMING ARTS CENTER OPERATING EXPENSE	7,365.54	25,969.68	152,300	17	56,930.98	69,399.34
TOTAL PERFORMING ARTS CENTER	7,365.54	25,969.68	152,300	17	56,930.98	69,399.34
TOTAL FUND 18	7,365.54	25,969.68	152,300	17	56,930.98	69,399.34

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FUND 20 FIRE PROTECTION

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL PCT BUDGET TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
FIRE ALLOTMENT - STATE	.00	.00	492,085		
TOTAL REVENUES	.00	.00	492,085		
TRANSFER-OUT	.00	.00	88,337-		
TOTAL TRANSFERS	.00	.00	88,337-		
FIRE PROTECTION					
OPERATING EXPENSE	.00	.00	27,200	3,538.20	23,661.80
CAPITAL OUTLAY	.00	.00	127,600	8,200.00	119,400.00
CAPITAL OUTLAY	.00	.00	332,463	.00	332,463.00
TOTAL FIRE PROTECTION	.00	.00	487,263	11,738.20	475,524.80
TOTAL FUND 20	.00	.00	487,263	11,738.20	475,524.80

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BUDGET SUMMARY OF REVENUE AND EXPENSES

FUND 21 LODGERS TAX NON-PROMO

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL PCT BUDGET TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
LODGERS TAX	.00	.00	939,000		
LODGERS TAX	4,054.23-	10,783.74-	0		
LODGERS TAX	3,285.91-	7,487.36-	0		
LODGERS TAX	715.63-	1,780.57-	0		
LODGERS TAX	753.71-	2,622.86-	0		
LODGERS TAX	274.80-	790.05-	0		
LODGERS TAX	1,354.94-	4,352.86-	0		
LODGERS TAX	5,187.02-	14,469.05-	0		
LODGERS TAX	19,491.76-	56,886.56-	0		
LODGERS TAX	1,018.97-	2,368.42-	0		
LODGERS TAX	5,692.64-	13,157.94-	0		
LODGERS TAX	808.42-	2,427.33-	0		
LODGERS TAX	2,274.81-	6,005.22-	0		
LODGERS TAX	5,921.01-	17,298.82-	0		
LODGERS TAX	122.86-	470.74-	0		
LODGERS TAX	3,171.29-	9,001.33-	0		
LODGERS TAX	2,726.98-	7,631.65-	0		
LODGERS TAX	.00	363.33-	0		
LODGERS TAX	11,544.49-	33,608.71-	0		
LODGERS TAX	669.24-	1,857.51-	0		
LODGERS TAX	5,811.85-	15,995.45-	0		
LODGERS TAX	1,265.73-	3,434.13-	0		
LODGERS TAX	14,589.31-	39,764.87-	0		
LODGERS TAX	10,522.34-	29,923.09-	0		
LODGERS TAX	8,342.75-	25,575.05-	0		
LODGERS TAX	10,627.51-	31,992.96-	0		
LODGERS TAX	626.41-	1,947.44-	0		
LODGERS TAX	12,826.86-	37,332.02-	0		
LODGERS TAX	7,410.42-	21,859.77-	0		
LODGERS TAX	.00	11.88-	0		
LODGERS TAX	6,756.44-	23,551.16-	0		
LODGERS TAX	3,126.03-	9,889.08-	0		
LODGERS TAX	18.00-	81.60-	0		
LODGER'S TAX PENALTY	518.70-	578.70-	0		
2014 LEGISLATIVE GRANTS	.00	.00	76,642		
TOTAL REVENUES	151,511.06-	435,301.25-	1,015,642	43	
TRANSFER-OUT	.00	.00	450,000-		
TOTAL TRANSFERS	.00	.00	450,000-		
LODGERS TAX NON-PROMO					
OPERATING EXPENSE	54,835.13	134,882.99	581,053	23	327,031.91
CAPITAL OUTLAY	6,002.59	82,157.59	210,418	39	71,057.12
CAPITAL OUTLAY	.00	1,586.01	201,705	1	68,493.42
TOTAL LODGERS TAX NON-PROMO	60,837.72	218,626.59	993,176	22	466,582.45
					307,966.96
TOTAL FUND 21	60,837.72	218,626.59	993,176	22	466,582.45
					307,966.96

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FUND 21 LODGERS TAX NON-PROMO

	CURRENT	Y-T-D	TOTAL PCT	ENCUMBERED	UNENCUMBERED
	ACTUAL	ACTUAL	BUDGET TOT	AMOUNT	BALANCE

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FUND 22 LANDFILL CLOSURE RESERVE

BUDGET SUMMARY OF REVENUE AND EXPENSES

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
COUNTY LANDFILL SHARE	.00	222,000.00-	111,000	200		
INTEREST ON INVESTMENTS	3,338.38-	8,005.87-	4,500	178		
TOTAL REVENUES	3,338.38-	230,005.87-	115,500	199		
TRANSFER-IN	.00	.00	111,000			
TOTAL TRANSFERS	.00	.00	111,000			
TOTAL FUND 22	.00	.00	0			

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FUND 23 LODGERS TAX PROMO

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL PCT BUDGET TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
LODGERS TAX	.00	.00	626,000		
LODGERS TAX	2,702.82-	7,189.16-	0		
LODGERS TAX	2,190.60-	4,991.57-	0		
LODGERS TAX	477.09-	1,187.05-	0		
LODGERS TAX	502.47-	1,748.56-	0		
LODGERS TAX	183.20-	526.70-	0		
LODGERS TAX	903.29-	2,901.90-	0		
LODGERS TAX	3,458.02-	9,646.05-	0		
LODGERS TAX	12,994.50-	37,924.37-	0		
LODGERS TAX	679.32-	1,578.96-	0		
LODGERS TAX	3,795.10-	8,771.97-	0		
LODGERS TAX	538.94-	1,618.21-	0		
LODGERS TAX	1,516.54-	4,003.48-	0		
LODGERS TAX	3,947.34-	11,532.55-	0		
LODGERS TAX	81.91-	313.84-	0		
LODGERS TAX	2,114.19-	6,000.88-	0		
LODGERS TAX	1,817.99-	5,087.77-	0		
LODGERS TAX	.00	242.22-	0		
LODGERS TAX	7,696.32-	22,405.81-	0		
LODGERS TAX	446.16-	1,238.34-	0		
LODGERS TAX	3,874.57-	10,663.64-	0		
LODGERS TAX	843.82-	2,289.42-	0		
LODGERS TAX	9,726.20-	26,509.92-	0		
LODGERS TAX	7,014.89-	19,948.72-	0		
LODGERS TAX	5,561.83-	17,050.02-	0		
LODGERS TAX	7,085.01-	21,328.64-	0		
LODGERS TAX	417.60-	1,298.28-	0		
LODGERS TAX	8,551.24-	24,888.02-	0		
LODGERS TAX	4,940.28-	14,573.18-	0		
LODGERS TAX	.00	7.92-	0		
LODGERS TAX	4,504.29-	15,700.77-	0		
LODGERS TAX	2,084.02-	6,592.72-	0		
LODGERS TAX	12.00-	54.40-	0		
LODGER'S TAX PENALTY	345.80-	385.80-	0		
TOTAL REVENUES	101,007.35-	290,200.84-	626,000 46		
LODGERS TAX PROMO					
OPERATING EXPENSE	14,872.32	49,562.82	667,328 7	592,898.94	24,866.24
CAPITAL OUTLAY	.00	.00	173,000	.00	173,000.00
TOTAL LODGERS TAX PROMO	14,872.32	49,562.82	840,328 6	592,898.94	197,866.24
TOTAL FUND 23	14,872.32	49,562.82	840,328 6	592,898.94	197,866.24

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BUDGET SUMMARY OF REVENUE AND EXPENSES

FUND 24 SOLID WASTE DISPOSAL

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
1/16 ENVIR. GROSS REC. TAX	65,943.15-	194,688.79-	676,471	29		
REFUSE REMOVAL CHARGES	463,733.78-	1,392,237.67-	5,200,000	27		
COUNTY APPROPRIATION	.00	.00	25,000			
INTEREST	7.17-	21.12-	0			
SCRAP METAL SALES	545.50-	2,081.30-	0			
	-----	-----	-----	---		
TOTAL REVENUES	530,229.60-	1,589,028.88-	5,901,471	27		
TRANSFER-OUT	456,799.00	506,799.00	2,354,631-	22		
	-----	-----	-----	---		
TOTAL TRANSFERS	456,799.00	506,799.00	2,354,631-	22		
SOLID WASTE DISPOSAL						
SALARIES	190,524.39	464,416.92	2,005,859	23	38,602.00	1,502,840.08
OPERATING EXPENSE	55,574.88	162,253.24	693,523	23	331,842.87	199,426.89
CAPITAL OUTLAY	.00	.00	177,000		.00	177,000.00
	-----	-----	-----	---	-----	-----
TOTAL SOLID WASTE DISPOSAL	246,099.27	626,670.16	2,876,382	22	370,444.87	1,879,266.97
SANDPOINT LANDFILL						
OPERATING EXPENSE	.00	344,994.02	950,000	36	950,000.00	344,994.02-
	-----	-----	-----	---	-----	-----
TOTAL SANDPOINT LANDFILL	.00	344,994.02	950,000	36	950,000.00	344,994.02-
TOTAL FUND 24	246,099.27	971,664.18	3,826,382	25	1,320,444.87	1,534,272.95

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FUND 25 AIRPORT

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
AIRPORT-CELTECH CORP.	163.91-	491.73-	1,800	27		
AIRPORT-CARLSBAD NATIONAL BANK	.00	.00	100			
AIRPORT-DANFORTH	.00	100.00-	0			
AIRLINE FEES-FED EXPRESS	.00	210.00-	1,260	17		
AIRPORT-MARBOB	792.22-	22,702.48-	1,800	1261		
SOUTHWEST MED EVAC	169.04-	507.12-	1,912	27		
AIRPORT-BMB EQUIP HOLDING	.00	10,778.70-	3,660	295		
AIRPORT BOUTIQUE AIR	200.00-	2,400.00-	4,200	57		
NM AVIATION GRANT	.00	.00	15,027			
NM AVIATION GRANT	.00	.00	10,000			
NM AVIATION GRANT	.00	.00	10,000			
NMDOT	.00	4,532.00-	7,630	59		
FEDERAL GRANT - AIRPORT-FAA	.00	149,737.09-	228,915	65		
	-----	-----	-----	---		
TOTAL REVENUES	1,325.17-	191,459.12-	286,304	67		
AIRPORT-MAINTENANCE						
OPERATING EXPENSE	.00	9,361.97	149,016	6	17,765.14	121,888.89
CAPITAL OUTLAY	.00	10,245.33	135,903	8	92,721.76	32,935.91
	-----	-----	-----	---	-----	-----
TOTAL AIRPORT-MAINTENANCE	.00	19,607.30	284,919	7	110,486.90	154,824.80
TOTAL FUND 25	.00	19,607.30	284,919	7	110,486.90	154,824.80

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FUND 26 CEMETERY

BUDGET SUMMARY OF REVENUE AND EXPENSES

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
COLUMBARIUM SALES	.00	.00	100			
OPENING & CLOSING	3,000.00-	19,600.00-	75,000	26		
SALE OF LOTS	6,965.00-	29,473.75-	60,000	49		
MONUMENT PERMITS	.00	500.00-	2,500	20		
CEMETERY-ADMIN.FEES	.00	.00	100			
TOTAL REVENUES	9,965.00-	49,573.75-	137,700	36		
TRANSFER-IN	.00	625,000.00-	625,000	100		
TOTAL TRANSFERS	.00	625,000.00-	625,000	100		
CEMETERY						
SALARIES	18,059.17	43,706.83	172,997	25	4,877.91	124,412.26
OPERATING EXPENSE	48,592.53	146,853.61	612,285	24	431,540.53	33,890.86
CAPITAL OUTLAY	.00	2,679.94	12,680	21	.00	10,000.06
TOTAL CEMETERY	66,651.70	193,240.38	797,962	24	436,418.44	168,303.18
TOTAL FUND 26	66,651.70	193,240.38	797,962	24	436,418.44	168,303.18

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BUDGET SUMMARY OF REVENUE AND EXPENSES

FUND 27 WORKERS' COMPENSATION

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
INTEREST ON INVESTMENTS	1,099.69-	1,099.69-	1,000	110		
TOTAL REVENUES	1,099.69-	1,099.69-	1,000	110		
TRANSFER-IN	.00	.00	365,000			
TOTAL TRANSFERS	.00	.00	365,000			
WORKERS' COMPENSATION OPERATING EXPENSE	21,146.54	102,536.17	870,000	12	261,678.52	505,785.31
TOTAL WORKERS' COMPENSATION	21,146.54	102,536.17	870,000	12	261,678.52	505,785.31
TOTAL FUND 27	21,146.54	102,536.17	870,000	12	261,678.52	505,785.31

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FUND 28 INSURANCE

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	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
REIMBURSEMENT	.00	.00	0			
TOTAL REVENUES	.00	.00	0			
TRANSFER-IN	.00	895,000.00-	895,000	100		
TOTAL TRANSFERS	.00	895,000.00-	895,000	100		
INSURANCE OPERATING EXPENSE	6,935.17	1,013,236.65	1,291,998	78	133,233.83	145,527.52
TOTAL INSURANCE	6,935.17	1,013,236.65	1,291,998	78	133,233.83	145,527.52
TOTAL FUND 28	6,935.17	1,013,236.65	1,291,998	78	133,233.83	145,527.52

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BUDGET SUMMARY OF REVENUE AND EXPENSES

FUND 29 SPORTS COMPLEX

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
GROSS REC-INFRASTRUCTURE	131,874.55-	389,359.98-	1,351,828	29		
INTEREST	.00	.00	5,000			
INTEREST	1,483.06-	4,366.76-	0			
CONCESSION-SNACK BAR	6,134.29-	39,866.66-	170,000	23		
	-----	-----	-----	-----		
TOTAL REVENUES	139,491.90-	433,593.40-	1,526,828	28		
	-----	-----	-----	-----		
TRANSFER-OUT	39,644.67	118,934.01	475,736-	25		
	-----	-----	-----	-----		
TOTAL TRANSFERS	39,644.67	118,934.01	475,736-	25		
	-----	-----	-----	-----		
SPORTS COMPLEX						
SALARIES	63,691.92	156,725.61	651,578	24	11,210.21	483,642.18
OPERATING EXPENSE	26,867.35	113,032.54	627,760	18	346,036.77	168,690.69
CAPITAL OUTLAY	.00	.00	61,409		14,157.28	47,251.72
CAPITAL OUTLAY	2,020.38	609,429.73	976,350	62	110,614.35	256,305.92
	-----	-----	-----	-----	-----	-----
TOTAL SPORTS COMPLEX	92,579.65	879,187.88	2,317,097	38	482,018.61	955,890.51
	-----	-----	-----	-----	-----	-----
TOTAL FUND 29	92,579.65	879,187.88	2,317,097	38	482,018.61	955,890.51

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BUDGET SUMMARY OF REVENUE AND EXPENSES
FUND 31 EMERGENCY MEDICAL SERVICE (EMS)

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
EMS - STATE-AMB	.00	19,904.00-	20,000	100		
TOTAL REVENUES	.00	19,904.00-	20,000	100		
TRANSFER-IN	.00	.00	38,000			
TOTAL TRANSFERS	.00	.00	38,000			
EMERGENCY MEDICAL SERVICE (EMS)						
CAPITAL OUTLAY	.00	.00	58,000		.00	58,000.00
TOTAL EMERGENCY MEDICAL SERVICE (EM	.00	.00	58,000		.00	58,000.00
TOTAL FUND 31	.00	.00	58,000		.00	58,000.00

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BUDGET SUMMARY OF REVENUE AND EXPENSES

FUND 32 LOCAL GOVERNMENT CORRECTION

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
LOCAL CORRECTIONS FEES	9,923.00-	34,305.00-	140,000	25		
TOTAL REVENUES	9,923.00-	34,305.00-	140,000	25		
TRANSFER-IN	.00	.00	135,000			
TOTAL TRANSFERS	.00	.00	135,000			
LOCAL GOVERNMENT CORRECTIONAL OPERATING EXPENSE	25,125.00	25,125.00	325,000	8	223,000.00	76,875.00
TOTAL LOCAL GOVERNMENT CORRECTIONAL	25,125.00	25,125.00	325,000	8	223,000.00	76,875.00
TOTAL FUND 32	25,125.00	25,125.00	325,000	8	223,000.00	76,875.00

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BUDGET SUMMARY OF REVENUE AND EXPENSES

FUND 34 LAW ENFORCEMENT PROTECTION

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
LAW ENFORCEMENT PROTECTION-STATE	.00	64,200.00-	64,200	100		
TOTAL REVENUES	.00	64,200.00-	64,200	100		
TRANSFER-OUT	.00	.00	7,679-			
TOTAL TRANSFERS	.00	.00	7,679-			
LAW ENFORCEMENT PROTECTION OPERATING EXPENSE	8,000.00	8,000.00	64,200	12	.00	56,200.00
TOTAL LAW ENFORCEMENT PROTECTION	8,000.00	8,000.00	64,200	12	.00	56,200.00
TOTAL FUND 34	8,000.00	8,000.00	64,200	12	.00	56,200.00

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FUND 36 WATER AND SEWER

BUDGET SUMMARY OF REVENUE AND EXPENSES

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
SEPTAGE FEES	52,243.00-	74,795.40-	600,000	12		
SEPTAGE DISPOSAL APP FEE	50.00-	200.00-	1,000	20		
UTILITY DEPOSITS COLLECTED	45.00	.00	0			
GOVERNMENTAL GRT COLLECTED	789.68	502.30	0			
FEES	120.00-	270.00-	1,000	27		
TAP FEES	14,203.22-	32,062.20-	130,000	25		
RE-CONNECT FEES	50.00-	900.00-	225,000			
LATE FEES	21,040.00-	60,308.56-	100,000	60		
EFFLUENT	50,495.67-	121,622.99-	849,600	14		
SALES OF FIXED ASSETS	.00	.00	1,000			
LOAN PROCEEDS	6,849.99	.00	32,448			
MISCELLANEOUS REVENUES	.11-	.11-	8,000			
LONG & SHORT-CASH	113.06-	73.10-	0			
INTEREST	105.09-	320.24-	1,500	21		
INTEREST ON INVESTMENTS	671.89-	1,140.27-	1,500	76		
LEIN INTEREST	224.41-	342.57-	4,000	9		
NSF FEES	150.00-	400.00-	0			
WATER SERVICE	391,742.82-	1,347,721.84-	4,100,000	33		
LA HUERTA WATER SERVICE	52,802.17-	193,534.63-	525,000	37		
DOUBLE EAGLE WATER SERVICE	27,521.85-	148,341.97-	750,000	20		
SEWER SERVICE	351,144.00-	1,078,665.50-	4,000,000	27		
WATER & SEWER ANALYSIS	2,760.00-	9,600.00-	35,000	27		
WATER TRUST BOARD GRANT	6,849.99-	6,849.99-	0			
TOTAL REVENUES	964,602.61-	3,076,647.07-	11,365,048	27		
TRANSFER-IN	.00	.00	101,218			
TRANSFER-OUT	591,093.35	1,136,623.57	3,930,612-	29		
TOTAL TRANSFERS	591,093.35	1,136,623.57	3,829,394-	30		
WATER						
SALARIES	233,428.90	559,493.05	2,200,152	25	33,222.39	1,607,436.56
OPERATING EXPENSE	87,681.55	317,331.47	1,559,888	20	804,933.04	437,623.49
CAPITAL OUTLAY	3,644.20	27,080.64	65,000	42	8,993.17	28,926.19
CAPITAL OUTLAY	194,799.51	374,700.70	1,726,207	22	735,421.37	616,084.93
TOTAL WATER	519,554.16	1,278,605.86	5,551,247	23	1,582,569.97	2,690,071.17
SEWER						
SALARIES	93,684.51	217,367.86	889,702	24	14,746.88	657,587.26
OPERATING EXPENSE	32,201.61	83,516.90	384,399	22	172,513.49	128,368.61
CAPITAL OUTLAY	.00	5,482.27	5,633	97	.00	150.73
TOTAL SEWER	125,886.12	306,367.03	1,279,734	24	187,260.37	786,106.60
DOUBLE EAGLE						
SALARIES	85,586.13	206,831.41	816,393	25	14,673.99	594,887.60

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BUDGET SUMMARY OF REVENUE AND EXPENSES

FUND 36 WATER AND SEWER

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
OPERATING EXPENSE	12,887.31	47,164.60	408,450	12	206,125.79	155,159.61
CAPITAL OUTLAY	.00	2,051.41	10,000	21	7,470.00	478.59
CAPITAL OUTLAY	101,234.02	386,020.08	7,534,759	5	872,875.81	6,275,863.11
TOTAL DOUBLE EAGLE	199,707.46	642,067.50	8,769,602	7	1,101,145.59	7,026,388.91
LAB ENVIRONMENTAL SERVICES						
SALARIES	35,738.27	86,846.97	339,657	26	9,368.35	243,441.68
OPERATING EXPENSE	1,364.35	5,614.36	62,499	9	11,615.59	45,269.05
TOTAL LAB ENVIRONMENTAL SERVICES	37,102.62	92,461.33	402,156	23	20,983.94	288,710.73
COLLECTION SYSTEM						
SALARIES	73,555.90	176,289.96	685,377	26	12,062.73	497,024.31
OPERATING EXPENSE	19,351.94	53,550.03	277,800	19	92,591.46	131,658.51
CAPITAL OUTLAY	.00	94,177.51	316,900	30	201,295.16	21,427.33
CAPITAL OUTLAY	492.82	323,690.17	1,078,923	30	121,199.15	634,033.68
TOTAL COLLECTION SYSTEM	93,400.66	647,707.67	2,359,000	27	427,148.50	1,284,143.83
TOTAL FUND 36	975,651.02	2,967,209.39	18,361,739	16	3,319,108.37	12,075,421.24

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FUND 40 BEAUTIFICATION

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
STATE BEAUTIFICATION PROJECT	.00	4,308.13-	4,308	100		
STATE BEAUTIFICATION PROJECT	.00	.00	17,500			
	-----	-----	-----	---		
TOTAL REVENUES	.00	4,308.13-	21,808	20		
TRANSFER-OUT	.00	.00	25,000-			
	-----	-----	-----	---		
TOTAL TRANSFERS	.00	.00	25,000-			
BEAUTIFICATION OPERATING EXPENSE	800.00	4,994.38	17,500	29	4,824.20	7,681.42
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TOTAL BEAUTIFICATION	800.00	4,994.38	17,500	29	4,824.20	7,681.42
TOTAL FUND 40	800.00	4,994.38	17,500	29	4,824.20	7,681.42

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BUDGET SUMMARY OF REVENUE AND EXPENSES

FUND 41 SEWER SYSTEM IMPROVEMENT

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
WASTEWATER PLANT CONST LOAN	.00	.00	38,199			
TOTAL REVENUES	.00	.00	38,199			
TRANSFER-OUT	.00	.00	101,218-			
TOTAL TRANSFERS	.00	.00	101,218-			
SWR CAP IMPROVEMENT CAPITAL OUTLAY	.00	38,198.96	38,199	100	.00	.04
TOTAL SWR CAP IMPROVEMENT	.00	38,198.96	38,199	100	.00	.04
TOTAL FUND 41	.00	38,198.96	38,199	100	.00	.04

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BUDGET SUMMARY OF REVENUE AND EXPENSES

FUND 44 STREET IMPROVEMENT

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
GASOLINE TX (7-1-6.9)	39,219.81-	111,476.19-	400,000	28		
GASOLINE (7-1-6.27)	26,675.02-	73,279.87-	240,000	31		
AUTO LICENSES (STREET IMPR FUND)	8,760.91-	25,281.91-	80,000	32		
INTEREST	313.77-	1,076.67-	0			
2014 LEGISLATIVE GRANTS	.00	121,400.15-	234,246	52		
	-----	-----	-----	---		
TOTAL REVENUES	74,969.51-	332,514.79-	954,246	35		
TRANSFER-IN	.00	.00	450,000			
	-----	-----	-----	---		
TOTAL TRANSFERS	.00	.00	450,000			
STREET IMPROVEMENT						
CAPITAL OUTLAY	147,329.28	560,584.50	3,257,212	17	1,197,096.09	1,499,531.41
CAPITAL OUTLAY	142,201.13	401,537.76	1,905,335	21	921,076.14	582,721.10
	-----	-----	-----	---	-----	-----
TOTAL STREET IMPROVEMENT	289,530.41	962,122.26	5,162,547	19	2,118,172.23	2,082,252.51
TOTAL FUND 44	289,530.41	962,122.26	5,162,547	19	2,118,172.23	2,082,252.51

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FUND 49 CIEP

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	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
DONATIONS	.00	.00	100,000			
INSURANCE RECOVERIES	.00	957,303.56-	821,179	117		
INTEREST	204.91-	470.32-	0			
2014 LEGISLATIVE GRANTS	.00	75,000.00-	75,000	100		
2016 LEGISLATIVE GRANT	.00	.00	250,000			
2016 LEGISLATIVE GRANT	.00	.00	485,000			
TOTAL REVENUES	204.91-	1,032,773.88-	1,731,179	60		
TRANSFER-IN	.00	.00	550,000			
TOTAL TRANSFERS	.00	.00	550,000			
CIEP						
CAPITAL OUTLAY	134,370.39	204,577.56	2,956,165	7	758,276.05	1,993,311.39
CAPITAL OUTLAY	41,579.72	79,877.97	472,389	17	127,702.17	264,808.86
TOTAL CIEP	175,950.11	284,455.53	3,428,554	8	885,978.22	2,258,120.25
TOTAL FUND 49	175,950.11	284,455.53	3,428,554	8	885,978.22	2,258,120.25

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BUDGET SUMMARY OF REVENUE AND EXPENSES
FUND 51 NM FINANCE AUTHORITY LOANS-GOVERNMENTAL

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
FIRE ALLOTMENT - STATE	.00	4,837.45-	0			
INTEREST	3.80-	3.80-	0			
INTEREST	.00	4.21-	0			
INTEREST	126.11-	273.83-	0			
TOTAL REVENUES	129.91-	5,119.29-	0			
TRANSFER-IN	39,644.67-	118,934.01-	564,073	21		
TOTAL TRANSFERS	39,644.67-	118,934.01-	564,073	21		
NMFA LOANS-GOVERNMENTAL OPERATING EXPENSE	.00	.00	564,073		.00	564,073.00
TOTAL NMFA LOANS-GOVERNMENTAL	.00	.00	564,073		.00	564,073.00
TOTAL FUND 51	.00	.00	564,073		.00	564,073.00

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BUDGET SUMMARY OF REVENUE AND EXPENSES
FUND 52 NM FINANCE AUTHORITY LOANS-SOLID WASTE

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL PCT BUDGET TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
INTEREST	122.43-	373.98-	0		
TOTAL REVENUES	122.43-	373.98-	0		
TRANSFER-IN	.00	.00	126,435		
TOTAL TRANSFERS	.00	.00	126,435		
NMFA LOANS - SOLID WASTE OPERATING EXPENSE	.00	.00	126,435	.00	126,435.00
TOTAL NMFA LOANS - SOLID WASTE	.00	.00	126,435	.00	126,435.00
TOTAL FUND 52	.00	.00	126,435	.00	126,435.00

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BUDGET SUMMARY OF REVENUE AND EXPENSES

FUND 54 CAPITAL OUTLAY GRT BOND

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL PCT BUDGET TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
TRANSFER-IN	40,454.69-	121,364.07-	485,323 25		
TOTAL TRANSFERS	40,454.69-	121,364.07-	485,323 25		
GRT CAPITAL OUTLAY BOND OPERATING EXPENSE	.00	.00	485,457	.00	485,457.00
TOTAL GRT CAPITAL OUTLAY BOND	.00	.00	485,457	.00	485,457.00
TOTAL FUND 54	.00	.00	485,457	.00	485,457.00

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BUDGET SUMMARY OF REVENUE AND EXPENSES
FUND 55 NM FINANCE AUTHORITY LOANS-WATER & SEWER

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL PCT BUDGET TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
INTEREST	472.06-	472.06-	0		
INTEREST	314.35-	314.35-	0		
TOTAL REVENUES	786.41-	786.41-	0		
TRANSFER-IN	.00	.00	84,201		
TOTAL TRANSFERS	.00	.00	84,201		
NMFA LOANS					
OPERATING EXPENSE	160,182.02-	.00	1,060,691	80,091.01	980,599.99
TOTAL NMFA LOANS	160,182.02-	.00	1,060,691	80,091.01	980,599.99
TOTAL FUND 55	160,182.02-	.00	1,060,691	80,091.01	980,599.99

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BUDGET SUMMARY OF REVENUE AND EXPENSES

FUND 56 2002 SALES TAX BOND FUND

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL PCT BUDGET TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
TRANSFER-IN	29,270.63-	87,811.89-	87,812 100		
TOTAL TRANSFERS	29,270.63-	87,811.89-	87,812 100		
2002 SALES TAX REVENUE BOND OPERATING EXPENSE	.00	.00	343,124	.00	343,124.00
TOTAL 2002 SALES TAX REVENUE BOND	.00	.00	343,124	.00	343,124.00
TOTAL FUND 56	.00	.00	343,124	.00	343,124.00

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BUDGET SUMMARY OF REVENUE AND EXPENSES

FUND 59 2009 WATER & SEWER BOND

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL PCT BUDGET TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
TRANSFER-IN	135,265.10-	405,795.32-	1,623,098 25		
TOTAL TRANSFERS	135,265.10-	405,795.32-	1,623,098 25		
2009 W & S BOND OPERATING EXPENSE	.00	.00	1,623,182 ---	.00	1,623,182.00
TOTAL 2009 W & S BOND	.00	.00	1,623,182	.00	1,623,182.00
TOTAL FUND 59	.00	.00	1,623,182	.00	1,623,182.00

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BUDGET SUMMARY OF REVENUE AND EXPENSES
FUND 60 2009 W & S BOND ACQUISITION

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL PCT BUDGET TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
2009 W & S BOND ACQUISITION CAPITAL OUTLAY	6,193.19	6,193.19	685,403 1	2,178.00	677,031.81
TOTAL 2009 W & S BOND ACQUISITION	6,193.19	6,193.19	685,403 1	2,178.00	677,031.81
TOTAL FUND 60	6,193.19	6,193.19	685,403 1	2,178.00	677,031.81

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BUDGET SUMMARY OF REVENUE AND EXPENSES
FUND 63 OLD CARLSBAD LANDFILL CLOSURE

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL PCT BUDGET TOT		ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
OLD CARLSBAD LANDFILL CLOSURE						
OPERATING EXPENSE	2,653.78	2,653.78	90,250	3	55,986.36	31,609.86
CAPITAL OUTLAY	.00	.00	10,000		.00	10,000.00
TOTAL OLD CARLSBAD LANDFILL CLOSURE	2,653.78	2,653.78	100,250	3	55,986.36	41,609.86
TOTAL FUND 63	2,653.78	2,653.78	100,250	3	55,986.36	41,609.86

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BUDGET SUMMARY OF REVENUE AND EXPENSES

FUND 67 SANDPOINT LANDFILL CONSTRUCTION

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL PCT BUDGET TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
INTEREST	121.67-	387.09-	0		
TOTAL REVENUES	121.67-	387.09-	0		
TRANSFER-IN	.00	.00	200,000		
TOTAL TRANSFERS	.00	.00	200,000		
SANDPOINT LANDFILL CONSTRUCTION CAPITAL OUTLAY	.00	.00	1,400,000	.00	1,400,000.00
TOTAL SANDPOINT LANDFILL CONSTRUCTI	.00	.00	1,400,000	.00	1,400,000.00
TOTAL FUND 67	.00	.00	1,400,000	.00	1,400,000.00

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BUDGET SUMMARY OF REVENUE AND EXPENSES
FUND 69 98' WATER & SEWER BOND ACQUISITION

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL PCT BUDGET TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
98' WATER & SEWER BOND ACQUISITION CAPITAL OUTLAY	.00	13,299.11	113,075 12	8,631.55	91,144.34
TOTAL 98' WATER & SEWER BOND ACQUIS	.00	13,299.11	113,075 12	8,631.55	91,144.34
TOTAL FUND 69	.00	13,299.11	113,075 12	8,631.55	91,144.34

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BUDGET SUMMARY OF REVENUE AND EXPENSES

FUND 71 PERMANENT WATER & SEWER FUND

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
INTEREST ON INVESTMENTS	4,269.31-	27,414.53-	28,000	98		
INTEREST ON INVESTMENTS	27,869.99	5,778.24	0			
TOTAL REVENUES	23,600.68	21,636.29-	28,000	77		
PERMANENT WATER & SEWER FUND OPERATING EXPENSE	851.98	2,550.49	28,000	9	.00	25,449.51
TOTAL PERMANENT WATER & SEWER FUND	851.98	2,550.49	28,000	9	.00	25,449.51
TOTAL FUND 71	851.98	2,550.49	28,000	9	.00	25,449.51

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BUDGET SUMMARY OF REVENUE AND EXPENSES

FUND 75 HEALTH INSURANCE FUND

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
HEALTH INSUR. PREMIUMS	530,896.73-	1,584,676.98-	6,000,000	26		
PREMIUMS-AGGREGATE & 3RD PARTY	3,382.99-	5,552.26-	0			
REIMBURSEMENT	.00	120,779.31-	0			
INTEREST	149.89-	402.56-	1,000	40		
INTEREST ON INVESTMENTS	.00	398.47-	1,000	40		
	-----	-----	-----	---		
TOTAL REVENUES	534,429.61-	1,711,809.58-	6,002,000	29		
HEALTH INSURANCE FUND						
OPERATING EXPENSE	309,882.67	1,449,438.83	6,001,000	24	393,614.47	4,157,946.70
	-----	-----	-----	---	-----	-----
TOTAL HEALTH INSURANCE FUND	309,882.67	1,449,438.83	6,001,000	24	393,614.47	4,157,946.70
TOTAL FUND 75	309,882.67	1,449,438.83	6,001,000	24	393,614.47	4,157,946.70

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BUDGET SUMMARY OF REVENUE AND EXPENSES

FUND 81 FEDERAL PROJECTS FUND

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL PCT BUDGET TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
NMDOT	.00	.00	94,160		
TOTAL REVENUES	.00	.00	94,160		
TRANSFER-IN	.00	.00	0		
TRANSFER-OUT	.00	.00	666,331-		
TOTAL TRANSFERS	.00	.00	666,331-		
TOTAL FUND 81	.00	.00	0		

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FUND 85 PAYROLL

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BUDGET SUMMARY OF REVENUE AND EXPENSES

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	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL PCT BUDGET TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
EMPLOYEE PORTION HEALTH	1,896.67	1,320.95-	0		
STATE W/H	.00	.00	0		
GARNISHMENTS	.00	.00	0		
UNITED FUND	.00	407.96-	0		
MISCELLANEOUS DEDUCTIONS	.00	.00	0		
TOTAL REVENUES	1,896.67	1,728.91-	0		
PAYROLL					
PR EXPENSES	1,184,738.52	3,055,524.21	0	990,391.93	4,045,916.14-
TOTAL PAYROLL	1,184,738.52	3,055,524.21	0	990,391.93	4,045,916.14-
TOTAL FUND 85	1,184,738.52	3,055,524.21	0	990,391.93	4,045,916.14-

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BUDGET SUMMARY OF REVENUE AND EXPENSES
FUND 88 06-12 WIPP ACCELERATION IMPACT FUND

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
REIMBURSEMENT	48,037.50-	96,750.00-	233,123	42		
TOTAL REVENUES	48,037.50-	96,750.00-	233,123	42		
TRANSFER-IN	.00	.00	0			
TRANSFER-OUT	.00	.00	0			
TOTAL TRANSFERS	.00	.00	0			
2010-12 WIPP ACCELERATION IMPACT FUND OPERATING EXPENSE	48,037.50	96,750.00	233,123	42	.00	136,373.00
TOTAL 2010-12 WIPP ACCELERATION IMP	48,037.50	96,750.00	233,123	42	.00	136,373.00
TOTAL FUND 88	48,037.50	96,750.00	233,123	42	.00	136,373.00

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BUDGET SUMMARY OF REVENUE AND EXPENSES
FUND 89 05-06 WIPP ACCELERATION IMPACT FUND

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL PCT BUDGET TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
TRANSFER-OUT	.00	.00	0		
TOTAL TRANSFERS	.00	.00	0		
TOTAL FUND 89	.00	.00	0		

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FUND 99 CASH IN BANK

BUDGET SUMMARY OF REVENUE AND EXPENSES

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL PCT BUDGET TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
HELD BY OTHER FUNDS	36.02-	132,432.78	0		
HELD BY OTHER FUNDS	40,633.51	13,043,529.30-	0		
HELD BY OTHER FUNDS	210,764.28-	6,101,036.22-	0		
HELD BY OTHER FUNDS	.00	798,220.48-	0		
HELD BY OTHER FUNDS	467.44-	17,068.61-	0		
HELD BY OTHER FUNDS	59,346.56	577,254.26-	0		
HELD BY OTHER FUNDS	6,515.54	168,046.31-	0		
HELD BY OTHER FUNDS	.00	83,514.57-	0		
HELD BY OTHER FUNDS	90,673.34-	637,262.95-	0		
HELD BY OTHER FUNDS	3,239.51-	522,248.13-	0		
HELD BY OTHER FUNDS	86,135.03-	2,314,732.11-	0		
HELD BY OTHER FUNDS	172,675.84	676,520.07-	0		
HELD BY OTHER FUNDS	1,325.17-	153,973.64-	0		
HELD BY OTHER FUNDS	56,686.70	525,315.95-	0		
HELD BY OTHER FUNDS	21,146.54	1,740,161.94-	0		
HELD BY OTHER FUNDS	6,935.17	578,478.41-	0		
HELD BY OTHER FUNDS	5,854.18-	238,725.38	0		
HELD BY OTHER FUNDS	.00	3,854.84-	0		
HELD BY OTHER FUNDS	15,202.00	221,500.80-	0		
HELD BY OTHER FUNDS	8,000.00	63,879.31-	0		
HELD BY OTHER FUNDS	648,826.15	10,427,438.39-	0		
HELD BY OTHER FUNDS	.00	.15	0		
HELD BY OTHER FUNDS	800.00	24,618.80-	0		
HELD BY OTHER FUNDS	.00	63,018.22-	0		
HELD BY OTHER FUNDS	214,560.90	3,177,360.49-	0		
HELD BY OTHER FUNDS	175,745.20	2,006,906.44-	0		
HELD BY OTHER FUNDS	40,454.69-	81,577.53-	0		
HELD BY OTHER FUNDS	80,091.01	3,216,261.34-	0		
HELD BY OTHER FUNDS	29,270.63-	423,365.35-	0		
HELD BY OTHER FUNDS	135,265.10-	541,061.51-	0		
HELD BY OTHER FUNDS	6,193.19	679,209.59-	0		
HELD BY OTHER FUNDS	2,653.78	106,883.59-	0		
HELD BY OTHER FUNDS	121.67-	1,293,760.11-	0		
HELD BY OTHER FUNDS	.00	99,776.29-	0		
HELD BY OTHER FUNDS	.00	1,602,545.27-	0		
HELD BY OTHER FUNDS	.00	34,606.81-	0		
HELD BY OTHER FUNDS	224,546.94-	1,876,889.39-	0		
HELD BY OTHER FUNDS	.00	626,602.73-	0		
HELD BY OTHER FUNDS	29,876.91	1,989.80-	0		
MISCELLANEOUS DEDUCTIONS	203.93-	203.93-	0		
TOTAL REVENUES	717,531.07	54,139,515.17-	0		
TOTAL FUND 99	.00	.00	0		

**LINKED MINUTES OF A REGULAR MEETING OF THE CITY COUNCIL OF THE
CITY OF CARLSBAD, NEW MEXICO, HELD IN THE MUNICIPAL ANNEX
BUILDING ON OCTOBER 24, 2017 AT 6:30 P.M.**

Present:	Dale Janway	Mayor
	Lisa A. Anaya Flores	Councilor
	Edward T. Rodriguez	Councilor
	Leo B. Estrada	Councilor
	J. R. Doporto	Councilor
	Jason Shirley	Councilor
	Richard Doss	Councilor
	Wanda Durham	Councilor
Absent:	Wesley A. Carter	Councilor
Also Present:	Steve McCutcheon	City Administrator
	Michael Hernandez	Deputy City Administrator
	Eileen P. Riordan	City Attorney
	Annette Barrick	City Clerk
	Patsy Jackson-Christopher	Director of Arts & Culture
	Luis Camero	Director of Engineering Services
	Steve Hendley	Director of Parks & Recreation
	Ron Myers	Director of Utilities
	Wendy Hammett	Finance Director
	Richard Lopez	Fire Chief
	Jeff Patterson	Planning Director
	Kent D. Waller	Police Chief
	Patrick Cass	Public Works Director

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

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

0:00:01 Invocation – Pledge of Allegiance

0:00:34 **Mayor Janway welcomed Ms. Shan, Student Advisory Coordinator.**
Ms. Shan said the students are looking forward to learning from their City leaders and had each of the students introduce themselves to Council.

0:02:53 **1. APPROVAL OF AGENDA**

Mayor Janway pulled Item C.2 Consider approval of the Development Agreement between the City of Carlsbad and Hermes Development, NM, LLC. He added that the Item would return for consideration on November 14, 2017.

0:03:06 **Motion**

The motion was made by Councilor Doss and seconded by Councilor Durham to approve the Agenda, as amended

0:03:17 **Vote**

The vote was as follows: Yes - Rodriguez, Durham, Anaya Flores, Doporto, Doss, Estrada; No - None; Absent- Shirley, Carter; the motion carried.

0:03:27 **2. CONSIDER APPROVAL OF RESOLUTION NO. 2017-46, A RESOLUTION CERTIFYING THE ANNUAL FIXED ASSET INVENTORY**

Ms. Hammett explained that staff under the direction of the Fixed Asset Coordinator, has completed a physical inventory of fixed assets costing \$5,000.00 or more. She explained this inventory is required by the New Mexico Administrative Code.

0:04:38 **Motion**

The motion was made by Councilor Doss and seconded by Councilor Anaya Flores to approve Resolution No. 2017-46, a Resolution Certifying the Annual Fixed Asset Inventory

0:04:44 **Vote**

The vote was as follows: Yes - Rodriguez, Durham, Anaya Flores, Doporto, Doss, Estrada; No - None; Absent- Shirley, Carter; the motion carried.

0:04:56 **3. ROUTINE AND REGULAR BUSINESS**

- A. Minutes of the Regular City Council Meeting held on October 10, 2017
- B. City Personnel Report
- C. Contracts and Agreements:
 - 1) Consider approval of Second Renewal of Agreement between the City of Carlsbad and Orlando M. Garza for Grounds Keeping and Maintenance Services of City Wide Landscapes, Medians, Gateways, and Properties
 - 2) Consider approval of the Development Agreement between the City of Carlsbad and Hermes Development, NM, LLC
- D. Purchasing:
 - 1) Consider approval to Award RFP No. 2017-16, to Gaumard Scientific Company for (1) one Adult Patient Simulator Mannequin
- E. Monthly Reports:
 - 1) Monthly Report, Arts and Culture Department Report, September 2017
 - 2) Monthly Report, Sports and Recreation, September 2017
 - 3) Monthly Report, Utilities Department, September, 2017

- F. Board and Committee Appointments:
 - 1) Carlsbad Museum and Arts Center Advisory Board: Karen O'Neal, for remainder of 5- year term
- G. Set Date, November 14, 2017:
 - 1) Consider approval of Ordinance 2017-10, an Ordinance proposing revisions of Chapter 6 of the Code of Ordinances regarding Animals (Remove from Table and Consider)

0:05:18 **Mayor Janway asked Mr. McCutcheon to discuss Item C.1 Consider approval of Second Renewal of Agreement between the City of Carlsbad and Orlando M. Garza for Grounds Keeping and Maintenance Services of City Wide Landscapes, Medians, Gateways, and Properties**

Mr. McCutcheon explained Item C.1 is a second renewal of an agreement between the City and Orlando M. Garza. He said this contract will be at the same price as the previous contract and staff is recommending approval.

0:06:20 **Motion**

The motion was made by Councilor Durham and seconded by Councilor Anaya Flores to approve Routine and Regular Business

0:06:26 **Vote**

The vote was as follows: Yes - Rodriguez, Durham, Anaya Flores, Doporto, Doss, Estrada; No - None; Absent- Shirley, Carter; the motion carried.

0:06:43 **4. PRESENTATION OF PROCLAMATION FOR CREATIVE CARLSBAD, A STATE AUTHORIZED ARTS AND CULTURAL DISTRICT**

Ms. Jackson-Christopher explained the City has been trying since 2014 to become designated by the State to have an Arts and Cultural District. She said the designation of the District is an Economic Development Tool, that staff is very interested in pursuing. She explained the City was previously denied because the City did not have an Arts Council. She explained the deadline for the application is January 31, 2018 and she is confident that by February 1, 2018, Carlsbad will have an Arts and Cultural District.

Ms. Jackson-Christopher introduced Ms. Julie Chester, President of the Creative Carlsbad Arts Council. **Ms. Chester** thanked the Council for their support and said she is thrilled to be on the Arts Council. She introduced members of the board that were present, Mr. Larry Mitchell, Vice President, Michelle Robertson, Mary Garwood, Ken Britt, and Karla Hammel.

0:13:03 **5. CONSIDER APPROVAL OF ORDINANCE NO. 2017-29, AN ORDINANCE REZONING PART OF "C-2" COMMERCIAL DISTRICT TO "R-1" RESIDENTIAL DISTRICT FOR AN APPROXIMATELY 0.17 ACRE PROPERTY, LOCATED AT 404 W. CHURCH STREET, LEGALLY DESCRIBED AS LOT 11,**

**BLOCK 178, EVARTS SUBDIVISION, PURSUANT TO SECTION 3-21-1 ET SEQ.,
NMSA 1978 AND SECTIONS 56-150(B) AND 56-140(I), CARLSBAD CODE OF
ORDINANCES**

0:13:53 **A. Public Hearing**

Mr. Patterson explained the owner of this property is requesting a zone change from "C-2" Commercial District to "R-1" Residential District. He explained the zone change will not create a spot zone. He said the Planning and Zoning Commission and the Planning Department recommend approval.

0:14:39 **Mayor Janway asked if anyone would like to speak in favor of the Ordinance.**

The property owner said they are requesting approval.

0:14:58 **Mayor Janway asked if anyone would like to speak against the Ordinance. No one appeared and the Mayor declared the public hearing closed and reconvened the Council in regular session.**

0:15:08 **B. Consider Ordinance No. 2017-29**

0:15:14 **Motion**

The motion was made by Councilor Doss and seconded by Councilor Rodriguez to approve Ordinance No. 2017-29, an Ordinance Rezoning Part of "C-2" Commercial District to "R-1" Residential District for an approximately 0.17 acre property, located at 404 W. Church Street, legally described as Lot 11, Block 178, Evarts Subdivision, pursuant to Section 3-21-1 et seq., NMSA 1978 and Sections 56-150(B) and 56-140(I), Carlsbad Code of Ordinances

0:15:19 **Vote**

The vote was as follows: Yes - Rodriguez, Durham, Anaya Flores, Doporto, Doss, Estrada; No - None; Absent- Shirley, Carter; the motion carried.

0:15:34 **6. CONSIDER APPROVAL OF SERVICE AGREEMENT
BETWEEN THE CITY OF CARLSBAD AND EDDY COUNTY**

Mr. McCutcheon explained the agreement from Eddy County for services rendered to County residents contained usage reporting requirements. He said the County heard the concern of the Council over the amount and the reporting. He explained Ms. Riordan drafted a new contract and the Commission approved the contract unanimously and without comment.

Councilor Rodriguez asked if the City will be required to provide the reporting or access to financial records. **Mr. McCutcheon** said no.

0:18:00 **A. Remove from Table**

0:18:03 **Motion**

The motion was made by Councilor Doss and seconded by Councilor Rodriguez to Remove from Table

0:18:09 **Vote**

The vote was as follows: Yes - Rodriguez, Durham, Anaya Flores, Doporto, Doss, Estrada; No - None; Absent- Shirley, Carter; the motion carried.

0:18:20 **B. Consider Agreement**

0:18:55 **Motion**

The motion was made by Councilor Durham and seconded by Councilor Doporto to approve Service Agreement between the City of Carlsbad and Eddy County

0:19:01 **Vote**

The vote was as follows: Yes - Rodriguez, Durham, Anaya Flores, Doporto, Doss, Estrada; No - None; Absent- Shirley, Carter; the motion carried.

0:19:11 **7. CONSIDER APPROVAL OF PROJECT(S) TO RECOMMEND FOR 2018 LEGISLATIVE SESSION CAPITAL OUTLAY FUNDING**

Mr. McCutcheon explained staff has been working with Hubert Quintana. He said Mr. Quintana said the City should put no more than three projects on the list and they should be under \$500,000 per project. He explained staff and administration have rated projects listed on the ICIP and recommend that Council consider approval of the following projects: 1. Extend storm drain from Canal Street to Halagueno Street then North to West Fox Street; 2. Re-hab of Sewer Manholes at \$400,000; and 3. Expand Lazy River at Carlsbad Water Park.

0:22:58 **Motion**

The motion was made by Councilor Rodriguez and seconded by Councilor Durham to approve Projects to recommend for 2018 Legislative Session Capital Outlay Funding

0:23:04 **Vote**

The vote was as follows: Yes - Rodriguez, Durham, Anaya Flores, Doporto, Doss, Estrada; No - None; Absent- Shirley, Carter; the motion carried.

0:23:18 **8. CONSIDER APPROVAL TO CANCEL THE REGULAR SCHEDULED CITY COUNCIL MEETINGS ON NOVEMBER 28, 2017, AND DECEMBER 26, 2017**

Ms. Barrick explained this request is for approval to cancel the second meetings in November and December due to the holidays.

0:24:05 **Motion**

The motion was made by Councilor Durham and seconded by Councilor Doporto to approve to cancel the Regular scheduled City Council Meetings on November 28, 2017, and December 26, 2017

0:24:15 **Vote**

The vote was as follows: Yes - Rodriguez, Durham, Anaya Flores, Doporto, Doss, Estrada; No - None; Absent- Shirley, Carter; the motion carried.

0:24:27 **9. COUNCIL COMMITTEE REPORTS**

Councilor Doss explained he and Councilor Durham attended the Nuclear Waste Partnership (NWP) reception before the meeting tonight. He said at the reception he received a brochure of the 2017-2018 Contractor Community Commitment Plan. He explained the NWP is committing 2200 volunteer hours and \$500,000 that will go to various organizations throughout the City as part of their effort to be a good community neighbor.

0:25:23 **Mayor Janway asked if anyone present would like to address the Council.**

Mr. Jerry Samaniego said he needs a water meter on his property. He said he has been unsuccessful and is before Council for help to resolve and find out why. He said the property is commonly known as the Mine Parking Lot. **Councilor Doss** asked for the address of the property. **Mr. Samaniego** said the County address is 403 and 405 E. Greene Street, but added the City is saying that address is incorrect.

Mr. Patterson explained Mr. Samaniego has approached the Planning Department to get a City address. He said when staff checked the owner records with the county assessor's office; staff was told the deed Mr. Samaniego filed was rejected. **Mr. Patterson** said he spoke to Ms. Riordan and because the deed has been rejected, he is not yet the legal owner of the property. **Mr. Patterson** went on to explain that the legal description needs to be corrected and the deed refiled with the county. He said he also contacted the owner, Ms. Dowling, and she asked staff to place a hold on assigning an address until the deed is taken care of. **Mr. Samaniego** said he has a signed deed from Ms. Dowling, paid her cash for the property, and that he is the owner and would like to have water at the property.

Mr. McCutcheon explained that the City has a program that allows staff to see who owns each property and if the property does not show the person who applies there is a set of procedures to follow. He said it sounds like as soon as the deed is cleared, the City would be happy to set up a meter. He added that the City does not have a say regarding deeds, he said deeds belong to the county under state statute.

0:29:52 **10. ADJOURN**

0:29:59 **Motion**

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

0:30:06 **Vote**

The vote was as follows: Yes - Rodriguez, Durham, Anaya Flores, Doporto, Doss, Estrada; No - None; Absent- Shirley, Carter; the motion carried.

0:30:28 **Adjourn**

There being no further business, the meeting was adjourned at 7:00 p.m.

Mayor

ATTEST:

City Clerk

CITY OF CARLSBAD

November 14, 2017

APPOINTMENTS:

<u>NAME</u>	<u>DATE</u>	<u>DEPARTMENT</u>	<u>CLASSIFICATION</u>
Jonfred Henson	11/15/17	Electrical	Electrician
Eileen Pena	11/15/17	Account Clerk 1, P/T	Finance

TERMINATIONS:

<u>NAME</u>	<u>DATE</u>	<u>DEPARTMENT</u>	<u>CLASSIFICATION</u>	<u>REASON</u>
Christopher Cordova	11/03/17	Golf Course	Caretaker	Resigned
David Lujan	10/25/17	Street	Heavy Equipment Op. 1	Resigned

INTERNAL TRANSFERS AND PROMOTIONS:

<u>NAME</u>	<u>DATE</u>	<u>DEPARTMENT</u>	<u>CLASSIFICATION</u>
Brittany Aragon	11/08/17	Finance	Executive Secretary
James Frank Buffington	11/06/17	Police	Community Service Officer
John Lowe	11/20/17	Community Development	Community Development Director
Nadine Mireles	12/04/17	Executive	City Clerk
Kadee Rodriguez	12/04/17	Executive	Deputy City Clerk

CITY OF CARLSBAD

RECOMMENDATION FOR EMPLOYMENT

Dale Janway, Mayor

Steven McCutcheon, City Administrator

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

FROM: Patrick Cass, Director of Public Works 

SUBJECT: Recommendation for Employment

DATE: November 3, 2017

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

General Information:

Name: Jonfred Henson Classification/Position: Electrician

Department: _____

<input checked="" type="checkbox"/> Regular	<input checked="" type="checkbox"/> Full-time	<input checked="" type="checkbox"/> Hourly \$ <u>30.48</u> per hour
<input type="checkbox"/> Seasonal	<input type="checkbox"/> Part-time	<input type="checkbox"/> Salary \$ _____ per hour
<input type="checkbox"/> Temporary	<input type="checkbox"/> On call	

Education Level:

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

Employment:

Present or last Employer: United Salt Corp

From 2004 to 2017 Classification: Maintenance Electrician

Duties: Maintenance Electrician repair and maintain electrical system and equipment.

Related Experience: Residential and Commercial Electrical

Comment: 20 plus years' experience

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: Wendy D. Hammett

SUBJECT: Recommendation for Employment

DATE: 11/01/2017

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: Eileen S. Peña Classification/Position: Account Clerk I PT

Department: Finance

<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Full-time	<input checked="" type="checkbox"/> Hourly \$ <u>18.45</u> per hour
<input type="checkbox"/> Seasonal	<input checked="" type="checkbox"/> Part-time	<input type="checkbox"/> Salary \$ _____ per annum
<input type="checkbox"/> Temporary	<input type="checkbox"/> On call	

Education Level:

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

Employment:

Present or last Employer: IHOP
From 2013 to Present Classification: Hostess/Server/Assistant Manger
Duties: Customer Service, managing schedules, working with automated ording and billing systems, cash handling, training other staff.

Related Experience: Ms. Peña has previous experience with the City. She worked as an intern for the Municipal Court. Ms. Peña has experience with ten-key, word processing, telephone etiquette, taking payments, and managing a cash drawer.

Comments: Based on Ms. Peña's current experiences with customer service and handling cash, and her previous experience with the Municipal Court, Ms. Pena will be an excellent addition to the Finance Department & the City of Carlsbad.

**AGREEMENT BETWEEN THE CITY OF CARLSBAD
AND FTI CONSULTING FOR LOBBYING AND CONSULTING SERVICES**

This AGREEMENT is entered into at Carlsbad, New Mexico, this ____ day of _____ 2017, by and between the **City of Carlsbad, New Mexico**, a municipal corporation, hereinafter referred to as "City" and **FTI Consulting LLC**, hereinafter referred to as the "Contractor".

WHEREAS, FTI Consulting LLC ("Contractor") and its predecessor have acted as a consultant to the City of Carlsbad ("City") for several years; and

WHEREAS, the City wishes to continue that relationship with Consultant.

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

1. Scope of Work. The Contractor shall perform the work outlined in the Scope of Work attached hereto as **Attachment 1** and incorporated herein by reference.

2. Compensation.

A. The City shall pay to the Contractor in full payment for those services set forth in Attachment 1 satisfactorily performed, Ninety Thousand dollars (\$90,000.00), excluding gross receipts tax. The foregoing annual amount shall be paid in nine (9) equal monthly installments of \$10,000.00, from October 2017 through June 2018. In no event will the Contractor be paid for any services provided which will result in compensation exceeding the amounts set forth above, without this Agreement being amended, in writing, to reflect any such modifications.

B. Payment is subject to availability of funds pursuant to the Appropriations Article set forth below and to any negotiations between the parties from year to year pursuant to the Scope of Work. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

3. Term. This Agreement shall be for nine (9) months from October 1, 2017 through June 30, 2018. This Agreement may be renewed by the City for up to three (3) additional one (1) year terms contingent on the approval of the City prior to the expiration of the current term ending on June 30, 2018, or any of the one (1) year extensions. Provided, this agreement may be terminated pursuant to Article 4 (Termination), or Article 5 (Appropriations). In accordance with NMSA 1978, Section 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, Section 13-1-150.

4. Termination.

A. Termination. This Agreement may be terminated by any of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations Article herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. Termination Management. Immediately upon receipt by either the City or the Contractor a notice of termination of this Agreement, the Contractor shall:

- 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City;
- 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and
- 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be

final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City of Carlsbad. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City of Carlsbad as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City of Carlsbad unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment. The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City. In all cases, the Contractor is solely responsible for fulfillment of this Agreement.

9. Release. Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality. Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. Product of Service -- Copyright. All materials developed or acquired by the Contractor under this Agreement shall become the property of the City of Carlsbad and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the

term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10 and Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

- 1) in accordance with NMSA 1978, Section 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any City employee while such employee was or is employed by the City of Carlsbad and participating directly or indirectly in the City's contracting process;
- 2) this Agreement complies with NMSA 1978, Section 10-16-7(8) because
 - (i) the Contractor is not a public officer or employee of the City of Carlsbad;
 - (ii) the Contractor is not a member of the family of a public officer or employee of the City of Carlsbad;
 - (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or
 - (iv) if the Contractor is a public officer or employee of the City of Carlsbad, a member of the family of a public officer or employee of the City of Carlsbad, or a business in which a public officer or employee of the City of Carlsbad or the family of a public officer or employee of the City of Carlsbad has a substantial interest, public notice was given as required by NMSA 1978, Section 10-16-7(8) and this Agreement was awarded pursuant to a competitive process;
- 3) in accordance with NMSA 1978, Section 10-16-8(C):
 - (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the City of Carlsbad within the preceding year and whose official act directly resulted in this Agreement and
 - (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the City of Carlsbad whose official act, while in City employment, directly resulted in the City making this Agreement;
- 4) in accordance with NMSA 1978, Section 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and
- 5) in accordance with NMSA 1978, Section 10-16-3 and Section 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the City.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become

erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in Article 12(B).

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

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

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

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

17. Applicable Law. The laws of the State of New Mexico shall govern this Agreement and shall be enforceable in the Fifth Judicial District Court in Carlsbad City. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Worker's Compensation. The Contractor agrees to comply with state laws and rules applicable to worker's compensation benefits for its employees. If the Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Records and Financial Audit. The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

20. Disclaimer and Hold Harmless/Insurance. The City shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the City harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by the City in connection with the performance by Contractor of Contractor's duties according to this Agreement. Contractor agrees to have insurance as follows: Comprehensive General Liability \$1,000,000 per occurrence, \$3,000,000 General Aggregate; Professional liability \$1,000,000 per occurrence, \$3,000,000 General Aggregate. "Occurrence" type, if available; if not "Claims Made" type with a minimum of a six (6) year "tail."

21. Indemnification. The Contractor shall defend, indemnify and hold harmless the City of Carlsbad from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City of Carlsbad and the New Mexico Association of Counties by certified mail.

22. Invalid Term or Condition. If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Authority. The individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

25. Approval of Contractor Personnel. Personnel proposed in the Contractor's written proposal to the City are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the City. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The City shall retain the right to request the removal of any of the Contractor's personnel at any time.

26. Limit of Liability. The Contractor's liability to the City for any cause whatsoever shall be limited to the purchase price paid to the contractor for the products and services that are the subject of City's claim. The foregoing limitation does not apply to the Articles entitled "Indemnification" and "Patent, Copyright, Trademark and Trade Secret Indemnification" of this agreement or to damages resulting from personal injury caused by the contractor's negligence. In no event will the contractor be liable for any damages resulting from loss of data or use, lost profits or any incidental or consequential damages.

27. Survival. The agreement Articles titled "Patent, Copyright, Trademark, and Trade Secret Indemnification"; "Indemnification"; and "Limit of Liability" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement.

28. Succession. This agreement shall extend to and be binding upon the successors and assigns of the parties.

29. Force Majeure. A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order. provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

30. Mediation. In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the American Arbitration Association or similar service agreed to by the parties, and the parties shall utilize a striking process until a mediator is agreed upon.

31. Notice to Proceed. It is expressly understood that this Agreement is not binding upon the City until it is executed by the City Council after voting on the contract at a public meeting. The Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

32. Attorney's Fees. In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall be entitled to an award of attorneys' fees and court costs, if so ordered by a court of competent jurisdiction.

33. Cooperation. All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

34. Patent. Copyright. Trademark and Trade Secret Indemnification.

A. The Contractor shall defend, at its own expense, the City of Carlsbad against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon the Contractor's trade secret infringement relating to any product or service provided under this agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the City of Carlsbad shall:

- i. give the Contractor prompt written notice of any claim;
- ii. allow the Contractor to control the defense or settlement of the claim; and
- iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- i. provide a procuring agency of the City the right to continue using the product or service;
- ii. replace or modify the product or service so that it becomes noninfringing; or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the procuring agency of the City to the extent such modification is the cause of the claim.

35. Future Reference (Post Review). Upon completion of all work and the Agreement is over, there will be a review of all work done by the Contractor and/or any sub-contractors to be kept on file by the City for future use.

36. Default. The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost, if the Contractor fails to meet the provisions of this Agreement and, except

as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City determines that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Article shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

37. Notices. Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:
City Administrator
P.O. Box 1579
Carlsbad, NM 88221-1579

To the Contractor:
FTI Consulting LLC
325 7th Street, NW, Suite 400
Washington, DC 20004

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signatures below.

CITY OF CARLSBAD:

DALE JANWAY, MAYOR

ATTEST:

City Clerk

FTI CONSULTING LLC:

MARK McCALL,
SENIOR MANAGING DIRECTOR
HEAD OF THE AMERICAS

_____)
_____) ss.
_____)

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 2017, by MARK McCALL, Senior Managing Director, Head of the Americas, for FTI Consulting, LLC.

My Commission Expires:

NOTARY PUBLIC

**Attachment 1
Scope of Work
And
Deliverables**

The Contractor will keep the City of Carlsbad's Administrative Officials apprised of pending legislation, operational changes or regulation by the federal government, through constant communication with their staff in the matters of the nuclear industry, as it relates specifically to the Waste Isolation Pilot Plant (WIPP) and the Eddy-Lea Energy Alliance.

Deliverable:

Communicate with the City regarding changes/regulation by the government as they relate to the Waste Isolation Pilot Plant (WIPP) and the Eddy-Lea Energy Alliance. The Contractor will provide daily, weekly and monthly updates on progress to include summaries of actions taken on behalf of the City. The Contractor will also provide analyses of current projects worked on behalf of the City.

Deliverable:

Provide updates of actions taken on behalf of the City and analyses of projects being worked on behalf of the City. These updates will include keeping City officials apprised on information from legislators regarding oil and gas, potash, Bureau of Land Management and the United States Forest Service. The City will also be made aware of any information or changes regarding legislation pertaining to the areas Federal Law Enforcement Training Center (FLETC) and Border Patrol programs. The Contractor will communicate the need for City officials to call and/or make trips to Washington, D.C. so they may lobby on behalf of the Nuclear Industry, WIPP, the Eddy-Lea Energy Alliance, the oil and gas industry, the potash industry, the Bureau of Land Management, the United States Forest Service, the Border Patrol and any other industry pertaining to area needs.

Deliverable:

Communicate with the City's elected officials, the need to call or make trips so they may lobby on behalf of the above name industries/programs/institutions. The Contractor, during regular appropriation, continuing resolution and/or supplemental appropriations time(s) will weekly update City officials as to any changes or budgetary cuts made to identified interests.

Deliverable:

Will provide updates to City Officials as to any budget cuts to identified interests. The Contractor will provide a detailed schedule of events which will include congressional and committee meeting schedules and outcomes of those meetings which benefitted the City.

Deliverable:

Provide detailed schedule of meetings and events and accurate, timely reports of those meetings which benefitted the City. The Contractor will educate congressmen and their staff regarding City interest in nuclear and energy programs.

Deliverable:

Provide detailed schedule of meetings and events and accurate, timely reports of those meetings which benefitted the City. The Contractor will coordinate visits with City officials.

Deliverable:

Coordinate visits for the City officials. The Contractor also will educate, advocate and communicate other nuclear or energy industry needs as directed by City officials.

Deliverable:

Educate, advocate and communicate other energy industry needs as directed by the City.

**CITY OF CARLSBAD
AGENDA BRIEFING MEMORANDUM**

COUNCIL MEETING DATE: 11/14/17

DEPARTMENT: Finance	BY: Melissa Salcido, Grants Administrator	DATE: 11/03/17												
SUBJECT: New Mexico Department of Transportation Aviation Grant CNM-18-02 Agreement														
SYNOPSIS, HISTORY and IMPACT (SAFETY AND WELFARE/FINANCIAL/PERSONNEL/INFRASTRUCTURE/ETC.): <p>The City of Carlsbad has received a grant from the New Mexico Department of Transportation-Aviation Division for Part 139 Airport Pavement Marking Updates. The grant is pertinent to the City in order to be in compliance with the Federal Aviation Administration (FAA) and to meet the corrective action dates set forth by the FAA.</p> <p>The amount of the award from the State of New Mexico is \$99,000.00 with a local match of \$11,000.00, with the total cost of the project being \$110,000.00.</p>														
DEPARTMENT RECOMMENDATION: Council consideration is requested to approve and execute the attached NMDOT-Aviation Grant Agreement CNM-18-02.														
BOARD/COMMISSION/COMMITTEE ACTION: <table style="width: 100%; border: none;"><tr><td><input type="checkbox"/> P&Z</td><td><input type="checkbox"/> Lodgers Tax Board</td><td><input type="checkbox"/> Cemetery Board</td><td><input type="checkbox"/> APPROVED</td></tr><tr><td><input type="checkbox"/> Museum Board</td><td><input type="checkbox"/> San Jose Board</td><td><input type="checkbox"/> Water Board</td><td><input type="checkbox"/> DISSAPPROVED</td></tr><tr><td><input type="checkbox"/> Library Board</td><td><input type="checkbox"/> N. Mesa Board</td><td><input type="checkbox"/> _____ Committee</td><td></td></tr></table>			<input type="checkbox"/> P&Z	<input type="checkbox"/> Lodgers Tax Board	<input type="checkbox"/> Cemetery Board	<input type="checkbox"/> APPROVED	<input type="checkbox"/> Museum Board	<input type="checkbox"/> San Jose Board	<input type="checkbox"/> Water Board	<input type="checkbox"/> DISSAPPROVED	<input type="checkbox"/> Library Board	<input type="checkbox"/> N. Mesa Board	<input type="checkbox"/> _____ Committee	
<input type="checkbox"/> P&Z	<input type="checkbox"/> Lodgers Tax Board	<input type="checkbox"/> Cemetery Board	<input type="checkbox"/> APPROVED											
<input type="checkbox"/> Museum Board	<input type="checkbox"/> San Jose Board	<input type="checkbox"/> Water Board	<input type="checkbox"/> DISSAPPROVED											
<input type="checkbox"/> Library Board	<input type="checkbox"/> N. Mesa Board	<input type="checkbox"/> _____ Committee												
Reviewed by _____ City Administrator /s/ Steve McCutcheon Date: <u>11-9-2017</u>														

ATTACHMENTS: New Mexico Department of Transportation Aviation Grant CNM-18-02 Agreement Form

NEW MEXICO DEPARTMENT OF TRANSPORTATION
Aviation Grant Agreement Form



Date

Project Location

Sponsor

Address

City **NM** **Zip Code**

The Sponsor must print and mail (3) three copies all with original signatures to:

**NMDOT - AVIATION DIVISION
PO BOX 9830
ALBUQUERQUE, NM 87119**

Participation

Funding Breakdown

Contract No. _____

Project No.

Vendor No.

Expiration Date _____

Purchase Order No: _____

AVIATION GRANT AGREEMENT

This Agreement is between the New Mexico Department of Transportation, acting through its Aviation Division (Department), and the Sponsor. This Agreement is effective as of the date of the last party to sign on the signature page below.

Now Therefore, pursuant to the New Mexico Aviation Act, NMSA 1978, Section 64-1-11 et seq., and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq., the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide funding, authorized in Section 64-1-13, NMSA 1978, to the Sponsor to assist in financing an aviation project.

a. Project Description:

Part 139 Airport Pavement Marking Update

b. Site of Development. The site of development is identified on the property map, attached as Exhibit A.

c. Funding. Below is the funding for the Project. The State's contribution is the maximum amount that the Department will contribute. Attached as Exhibit B is the engineer's cost estimate.

State	Sponsor	Other	Total
\$ 99,000	\$ 11,000	\$	\$ 110,000

2. The Sponsor Shall:

- Pay all costs, perform all labor, and supply all material, except as described in the Engineers Estimate attached as EXHIBIT B.
- Provide a representative from its organization who shall serve as the single point of contact for the Department.
- Establish and maintain a resolution by which the Sponsor agrees to establish an airport maintenance program and appoint an individual to be responsible for management of the program.
- Initiate engineering, survey, and all other design activities, inspect Project construction and, coordinate all meetings.
- Be responsible for all design and pre-construction activities.
- Initiate and cause to be prepared all necessary documents including plans, specifications, estimates (PS&E), and reports for this Project.
- Assure that all design and PS&E are performed under the direct supervision of a Registered New Mexico Professional Engineer.
- Design the Project in accordance with State and Federal guidelines and/or advisory circulars, hereby incorporated into this Agreement. Construction projects will be accomplished in accordance with the Federal Aviation Administration's Standards for Specifying Construction of Airports (Advisory Circular 150/5370-10, current edition).

- i. Notify the Department when the plans and specifications are sufficiently complete for review.
- j. Make no changes in design or scope of work without documented approval of the Department.
- k. Advertise for and contract for the construction of the Project in accordance with federal and state laws or local ordinances.
- l. Require the Engineer to prepare a final detailed estimate of the work, indicating the bid items, the quantity in each item, the unit bid price and cost of the items based on low acceptable bid prices. Progress estimates shall be submitted to the Department in acceptable form so that details of quantities allowed on various items of work shall be shown on each progress payment.
- m. The Sponsor shall submit to the Department one complete set of plans and specifications which incorporate all comments and recommendations received during pre-bid activities and which have been fully executed by all involved parties.
- n. The Sponsor shall take all steps, including litigation if necessary, to recover State funds spent in violation of state laws and rules. The Sponsor shall return any recovered state funds to the Department. It shall furnish to the Department, upon request, all documents and records pertaining to the determination of the amount of the state's share of any settlement, litigation, negotiation, or the efforts taken to recover such funds. All settlements or other final dispositions by the Sponsor, in court or otherwise, involving the recovery of such state funds shall be approved in advance by the Department.
- o. The Sponsor shall, upon reasonable notice, allow the Department the right to inspect the Project for the purposes of determining if it is being constructed in a good and workmanlike manner, and if the approved plans and specifications are being complied with satisfactorily. If an inspection discloses a failure to substantially meet such requirements and standards the Department may terminate payment or payments until a mutually satisfactory remedy is reached.

3. The Department Shall:

- a. Assign a contact person for this project.
- b. Provide timely reviews of all submittals of scopes, plans, specifications, investigations or other documents.
- c. The Department shall not provide an extensive check of any plans submitted by the Sponsor. The Department's concurrence of the Project plans does not relieve the Sponsor or its Consultant of their responsibility for errors and omissions.

4. Both Parties Agree:

- a. The allowable costs of this Project shall not include costs determined by the Department to be ineligible for consideration under the Aviation Act.
- b. The expenditure of any State money is subject to approval by the Department.
- c. Funds granted under the Local Governments Road Fund, NMSA 1978 Section 67-3-28.2, shall not be used to administer this Project or used to meet the local match.

5. Method of Payment - Reimbursement.

The Department shall reimburse the Sponsor in accordance with the terms of this agreement. Claims for reimbursement shall be completed on form A-1159, Request for Reimbursement. Each request for reimbursement shall contain proof of payment for valid expenditures for services rendered by a third party or items of tangible property received by the Sponsor for the implementation of the Project. The Department reserves the right to withhold reimbursement on requests that are incorrect and/or incomplete. The Final reimbursement request must be received no later than thirty (30) days after completion of the project or the expiration of this Agreement.

The Sponsor shall not be reimbursed for any costs incurred prior to the full execution of the Agreement, after the expiration of the Agreement or in excess of the maximum dollar amount of the agreement unless the maximum dollar amount is duly amended prior to incurring the service or deliverable. Any unexpended portion of funds subject to this Agreement shall revert to the State Aviation Fund.

6. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements. The Sponsor shall maintain all records and documents relative to the Project for a minimum of three (3) years after completion of said Project. The Sponsor shall furnish the Department or State Auditor, upon demand, all records which support the terms of this Agreement.

7. Term.

The Agreement becomes effective upon signatures of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This agreement shall expire two (2) years from the effective date, unless terminated pursuant to Sections 8 and 17, below.

8. Termination for Cause.

The Department has the option to terminate this Agreement if the Sponsor fails to comply with any provision of this Agreement. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Sponsor's breaches on which the termination is based.

The Department may provide the Sponsor a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Sponsor has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Sponsor has not begun and proceeded in good faith to correct the breach, the Department may declare the Sponsor in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law.

By such termination neither party may nullify obligations already incurred for performance or failure to perform for the work rendered prior to the date of termination. However, neither party shall have any obligation to perform services or make payment for services rendered after such date of termination.

9. Disposition of Property.

- a. Upon termination of this Agreement, the Sponsor shall account for any remaining property, materials or equipment belonging to the Department and dispose of them as directed by the Department.
- b. Any equipment, materials or supplies procured under this Agreement shall be used solely for aviation purposes maintained according to the manufacturers guidelines and stored at the airport.

10. Representations and Certification.

The Sponsor, by signing this Agreement, represents and certifies the following:

- a. Legal Authority - The Sponsor has the legal power and authority to: (1) do all things necessary in order to undertake and carry out the Project in conformity with the provisions stated in the New Mexico Aviation Act and Rules and Regulations pursuant thereto; (2) accept, receive and disburse grant funds from the State of New Mexico in aid of the Project; and (3) carry out all provisions stated in this Aviation Grant Agreement.
- b. Defaults - The Sponsor is not in default on any obligation to the State of New Mexico relative to the development, operation or maintenance of any airport or aviation project.
- c. Possible Disabilities - The Sponsor states, by execution of this Agreement, there are no facts or circumstance (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project.
- d. Land - The Sponsor holds the property interest in the areas of land which are to be developed or used as part of or in connection with the Project and is identified in a current Airport Property Map. The Sponsor further certifies that the aforementioned is based on a title examination by a qualified attorney or title company who has determined that the Sponsor holds the stated property interests.

11. Assurances.

The Sponsor, by signing this Agreement, covenants and agrees to the following Assurances:

- a. That it will operate the airport for the use and benefit of the public on fair and reasonable terms and without unjust discrimination.
- b. That it will keep the airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds, and classes. The Sponsor shall establish fair, equal and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation.

- c. Neither it nor any person or organization occupying space at the airport will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the facility and, further that any person, firm or corporation rendering service to the public on the airport will do so on a fair, equal and not unjustly discriminatory basis.
- d. Operate and maintain in a safe and serviceable condition the airport and all facilities which are necessary to serve the aeronautical users and will not permit any activity which would interfere with its use for airport purposes.
- e. By acquisition of land interest, acquisition of easements, airspace zoning, or other accepted means, protect the runway approaches and the airspace in the immediate vicinity of the airport from the construction, alteration, erection or growth of any structure which would interfere with the use or operation of the airport.
- f. That an airport facility that receives funds under the Aviation Act shall not charge landing fees for aircraft, except for aircraft used in commercial activities for compensation.
- g. Comply with the New Mexico Aviation Act and associated provisions, NMSA 1978 Sections 64-1-1 to 64-5-4 and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq.
- h. That it shall not award the contract nor give bidding documents to any contractor who is subject to suspension or debarment by the U.S. Department of Transportation or the Department at the time of the bidding or award of the contract. Violation of this provision shall void this Agreement.

12. Third Party Beneficiaries.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

13. New Mexico Tort Claims Act.

As between the Department and the Sponsor, 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 the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.* This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

14. Scope of Agreement.

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

15. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations shall conform with and do not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

16. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States shall, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

17. Appropriations and Authorizations of State and Federal Funds.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Sponsor, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Sponsor, Legislature or the Congress of the United States if federal funds are involved, this Agreement shall terminate upon written notice being given by one party to the other. The Department and the Sponsor are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

18. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

19. Applicable Law.

The Laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

20. Principal Contacts and Notices.

The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices shall be in writing (including notice by facsimile or E-mail) and shall be given to the principal contacts listed below.

Name: Daniel R. Moran
Title: Grants Administrator

Address: New Mexico Department of Transportation - Aviation Division
PO Box 9830
Albuquerque, NM 87119
Office: (505) 244-1788 ext. 9112
Fax: (505) 244-1790
E-mail: dan.moran@state.nm.us

Name JASON BURNS
Title PROJECTS COORDINATOR
Sponsor CARLSBAD, CITY OF
Address PO BOX 1569
City CARLSBAD NM Zip Code 88221
Office Phone Fax
E-Mail jcburns@cityofcarlsbadnm.com

21. Amendment.

This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Recommended by:

By: _____
Aviation Division Director
or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

SPONSOR

Print Name: _____


By: _____

Date: _____

Title: _____

**CITY OF CARLSBAD
AGENDA BRIEFING MEMORANDUM**

COUNCIL MEETING DATE: November 14, 2017

DEPARTMENT: Fire	BY: Richard D. Lopez, Fire Chief 	DATE: November 3, 2017												
SUBJECT: Clinical affiliation agreement between the Carlsbad Fire Department and the Permian Basin Regional Training Center														
SYNOPSIS, HISTORY and IMPACT (SAFETY AND WELFARE/FINANCIAL/PERSONNEL/INFRASTRUCTURE/ETC.): BACKGROUND: The Carlsbad Fire Department would like to enter into an agreement with the Permian Basin Regional Training Center (PBRTC) to allow EMT students to ride along with us on EMS calls. This will allow PBRTC students to run EMS calls with us and to gain experience as an EMS providers. This agreement will not allow PBRTC to take our place as EMS providers.														
DEPARTMENT RECOMMENDATION: To sign the agreement as presented														
BOARD/COMMISSION/COMMITTEE ACTION: <table style="width: 100%; border: none;"><tr><td><input type="checkbox"/> P&Z</td><td><input type="checkbox"/> Lodgers Tax Board</td><td><input type="checkbox"/> Cemetery Board</td><td><input type="checkbox"/> APPROVED</td></tr><tr><td><input type="checkbox"/> Museum Board</td><td><input type="checkbox"/> San Jose Board</td><td><input type="checkbox"/> Water Board</td><td><input type="checkbox"/> DISSAPPROVED</td></tr><tr><td><input type="checkbox"/> Library Board</td><td><input type="checkbox"/> N. Mesa Board</td><td><input type="checkbox"/> _____ Committee</td><td></td></tr></table>			<input type="checkbox"/> P&Z	<input type="checkbox"/> Lodgers Tax Board	<input type="checkbox"/> Cemetery Board	<input type="checkbox"/> APPROVED	<input type="checkbox"/> Museum Board	<input type="checkbox"/> San Jose Board	<input type="checkbox"/> Water Board	<input type="checkbox"/> DISSAPPROVED	<input type="checkbox"/> Library Board	<input type="checkbox"/> N. Mesa Board	<input type="checkbox"/> _____ Committee	
<input type="checkbox"/> P&Z	<input type="checkbox"/> Lodgers Tax Board	<input type="checkbox"/> Cemetery Board	<input type="checkbox"/> APPROVED											
<input type="checkbox"/> Museum Board	<input type="checkbox"/> San Jose Board	<input type="checkbox"/> Water Board	<input type="checkbox"/> DISSAPPROVED											
<input type="checkbox"/> Library Board	<input type="checkbox"/> N. Mesa Board	<input type="checkbox"/> _____ Committee												
Reviewed by City Administrator: <u>/s/ Steve McCutcheon</u> Date: <u>11-9-2017</u>														

ATTACHMENTS: Agreement

CLINICAL AFFILIATION AGREEMENT BETWEEN PERMIAN BASIN REGIONAL TRAINING CENTER AND CITY OF CITY OF CARLSBAD

This Agreement is made this _____ day of November, 2017, by and between Permian Basic Regional Training Center hereinafter referred to as "PBRTC" and City of Carlsbad hereinafter referred to as "Affiliate."

Whereas, PBRTC is a not for profit (501c) organization engaged in in providing Public Safety Training to Eddy County.

Whereas, PBRTC offers an Emergency Medical Services Program ("Program") as part of its curriculum. In addition to classroom instruction, the Program consists of clinical/internship instruction, which is conducted, in actual patient care or patient service facilities. The Affiliate operates a Fire Department in which experience in EMS care may be obtained, within the Fire Department. The Affiliate will provide access to the Facilities to students who currently enrolled in the Program as an EMT or AEMT student, and their instructors in order to enable such students to meet the clinical/internship requirements of the Program ("Clinical Phase").

Whereas, PBTRC functioning under 7.27.2.8.F.13 NMAC which requires students to function under a field preceptor. 7.27.2.8.F.13 NMAC provides authorization for students to function to the Scope of Practice of their training provided by PBRTC.

Whereas, it is to the mutual benefit of the parties to provide clinical experience for students enrolled in the Program at the PBRTC, the parties have agreed to the terms and provisions set forth below:

- I. Purpose - the purpose of this Agreement shall be to provide clinical experience to students enrolled in the EMT program of the PBRTC.
 - A. Consideration for this Agreement shall consist of the mutual promises contained herein, the parties agreeing that monetary compensation shall neither be expected nor received by either party.
 - B. The clinical experience shall be provided at the Affiliate's located at Carlsbad Fire Department hereinafter referred to as "Facility."
 - C. The specific experience to be provided students is described in Appendix A-Clinical Requirements.
 - D. The student's experience at the will be limited to EMS calls.
- II. Terms and Conditions - pursuant to the above-stated purpose, the parties agree as follows:

- A. Term - the term of this Agreement shall be commencing November __, 2017 and ending November __, 2019
 - 1. Either party may terminate this Agreement upon giving 30 days written notice to the other party.
 - 2. This Agreement may be renewed with written approval of all parties for a total term of up to three years.
 - B. Placement of students – As mutually agreed between the parties, the PBRTC will place an appropriate number of students at the with respect to the clinical objectives as outlined in Appendix A.
 - C. Discipline - While enrolled in clinical experience at the Facility, students (and faculty, if applicable) will be subject to applicable policies of the PBRTC and the Affiliate. The Affiliate may immediately remove from the any student or faculty who poses an immediate threat or danger.
- III. Specific Responsibilities - The following duties shall be the specific responsibility of the designated party (PBRTC and/or Affiliate):
- A. PBRTC shall be responsible for the selection of students to be placed at the Facility.
 - B. Affiliate shall provide orientation to the for students beginning clinical experience. To include:
 - a. Expected behavior before, during and after a response with the ambulance crew
 - b. Expected behavior while at the station
 - c. Times students are allowed to attend clinical phase at the Affiliate's Facility.
 - i. Clinical phase will be between 0800-2200.
 - ii. Students are not allowed to stay overnight.
 - d. Review of Affiliate's Safety Procedures.
 - e. Expectations of student's professional appearance.
 - f. Review of Patient confidentiality expectations.
 - g. Completion of the City of Carlsbad Release (Appendix B)
 - C. Students will be schedule with the consent of both the Affiliate and PBRTC for all training activities for students.
 - D. Affiliate shall be responsible for supervising students at all times while present at the Facility for clinical experience. Students may only function with a preceptor as outline in 7.27.2.8.F.13 NMAC.
 - E. Affiliate shall evaluate the performance of individual students as appropriate.

- F. The Affiliate shall retain complete responsibility for patient care providing adequate supervision of students (and faculty, if applicable) at all times.
- G. The Affiliate shall maintain a sufficient level of staff employees to carry out regular duties. Students will not be expected nor allowed to perform services in lieu of Affiliate's employees.
- H. The Affiliate shall provide emergency medical treatment to students (and faculty, if applicable) if needed for illness or injuries suffered during clinical experience. Such treatment shall be at the expense of the individual treated.
- I. PBRTC will be responsible for instructing students in bloodborne pathogens issues in accordance with OSHA's Bloodborne Pathogens Standards. The students and instructors are expected to adhere to all bloodborne pathogen precautions while in the clinical area. The Affiliate's responsibility shall include availability of protective gear, providing the PBRTC with the Affiliate's policy regarding exposure, and exposure evaluation and follow up as appropriate per the Affiliate's policy.
- J. The PBRTC shall provide health records of students (and faculty, if applicable) upon request by the Affiliate.
- K. The PBRTC shall establish a procedure for notifying the Affiliate if a student (or faculty, if applicable) is/are unable for any reason to report for clinical training.
- L. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Affiliate or the PBRTC.
- M. PBRTC will ensure all students have successfully complete HIPPA training.
- N. Students are not employees as defined by the Workers' Compensation Act [Chapter 52, Article 1 NMSA 1978] and are not eligible for coverage.
- O. PBRTC will ensure all students are at least 18 years old before sending them to the Facility.
- P. Professional liability insurance:
 - a. The Affiliate requires written evidence of professional liability insurance coverage from individual students and faculty (if applicable) participating in the experience. The minimum amount of coverage per individual shall be \$2,000,000 occurrence/\$5,000,000 aggregate.
 - b. The coverage shall extend through the term of the students and faculty (if applicable) participation.

c. The Affiliate will be designated as an Additional Insured on PBRTC Professional liability insurance.

Q. Students while in the clinical experience at the Affiliate will be function under the medical direction of PBRTC.

IV. Mutual responsibilities - the parties shall cooperate to fulfill the following mutual responsibilities:

A. Each party shall comply with all federal, state and municipal laws, advice, rules and regulations which are applicable to the performance of this Agreement, which shall include but not be limited to:

1. HIPAA Requirements: To the extent required by federal law, the parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including without limitation, the federal privacy regulations, the federal security standards, and the federal standards for electronic transactions, all collectively referred to herein as "HIPAA Requirements." The parties agree not to use or further disclose any Protected Health Information or Individually Identifiable Health Information, other than as permitted by HIPAA Requirements and the terms of this Agreement.

2. Each party will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

B. Background Checks: If criminal background checks of students are required by the Affiliate, the PBRTC shall notify students of this requirement prior to enrollment in the program or as soon as the requirement is known. The PBRTC will inform students that the check must be completed within the 90-day period immediately prior to the student's initial clinical placement. It shall be the student's responsibility to make timely arrangements for the background check and to pay all costs associated with such checks.

1. If criminal background checks are required for PBRTC faculty, it shall be the PBRTC's responsibility to arrange

- for the background check, to pay all costs associated with such checks and to provide the results to the Affiliate.
2. It shall be the responsibility of Affiliate to set the eligibility standards for participation and to evaluate the results of the background checks. If Affiliate determines that a student or faculty member shall not participate at its facility, Affiliate shall so notify that individual and the PBRTC. PBRTC shall take steps to ensure that this individual does not participate in the clinical program at the Affiliate.
 3. PBRTC shall inform students or faculty members excluded from clinical placement on the basis of a criminal background check of any review or appeal process available pursuant to the Fair Credit Reporting Act or any other law or policy, if any.
- C. Immunizations and Health Requirements – If required the Affiliate PBRTC will ensure students meet the Affiliate’s health requirements, including
1. All health immunizations required by Affiliate policies.
 2. Drug screening required by the Affiliate policies.
 3. Others as required by the Affiliate policies.
- V. Miscellaneous Terms - The following terms shall apply in the interpretation and performance of this Agreement:
- A. Neither party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible.
 - B. The delay or failure of performance by either party shall not constitute default under the terms of this Agreement, nor shall it give rise to any claims against either party for damages. The sole remedy for breach of this Agreement shall be immediate termination.
 - C. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.

In witness whereof, the parties, through their authorized representatives, have affixed their signatures below.

Permian Basic Regional TC

City of Carlsbad

BY: 
Mike Buldra

BY: _____

TITLE: Executive Director

TITLE: _____

DATE: November 2, 2017

DATE: _____

Appendix A

Emergency Medical Technician Clinical Objectives

1. Identify the actual and potential complaints of emergency patients.
2. Communicate in a culturally sensitive manner.
3. Demonstrate professional behavior.
4. Perform a patient assessment and provide prehospital emergency care on a wide variety of patient complaints under direct supervision of an EMT-I or Paramedic.

Appendix B

RELEASE

Pertaining to all activities while accompanying Carlsbad Fire Department personnel in the performance of their designated duties and/or Training Sessions including the use of the Training Tower and/or all properties, including Grounds, owned by the City of Carlsbad, Carlsbad, New Mexico.

I, _____, address _____, do hereby release, indemnify and agree to hold harmless the City of Carlsbad and the Carlsbad Fire Department, its employees, agents and assigns from and against any and all claims, liability, and causes of action which may have occurred or in the future occur to me, my Heirs, Executors, Administrators, Successors and assigns, as a result of my participation in any and all Training Sessions or activities involving the use of any and/or all Equipment, Structure, Grounds presently owned or operated by the City of Carlsbad, Carlsbad, New Mexico, or any future Equipment, Structure, Grounds acquired by the City of Carlsbad, Carlsbad, New Mexico which could be used and/or utilized in any manner for the purpose of Training Sessions and/or exercises. I voluntarily agree to participate in any said Training Session or exercise and, realizing the possible consequences of such activities during said Training Session or exercises, agree to waive and abandon any claim, cause of action or liability that I, my Heirs, Executors, Administrators, Successors, and Assigns may presently have or which I, my Heirs, Executors, Administrators, Successors, and Assigns, may attain in the future as a result of, or with regard to, the said Training Session or exercise.

Parent/Legal Guardian Signature

Participant Signature

STATE OF NEW MEXICO)

:ss

COUNTY OF EDDY

The foregoing instrument was acknowledged before me this _____ day of _____, Year _____.

Notary Public

My Commission Expires: _____

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM
PURCHASING RECOMMENDATION

Council Meeting Date: 11/14/17

Department: Golf	BY: Matt Fletcher, CPO	Date: 11/8/17
SUBJECT: Services Description: Management Services for Lake Carlsbad Municipal Golf Shop		
SYNOPSIS: Qty <u>1</u> Total Est. Cost _____ Total Actual Cost <u>\$ 110,000.00</u> Budgeted Yes Est. City Share _____ Actual City Share <u>\$ 110,000.00</u> Account # <u>01-0068-60040</u> <u>\$ 110,000.00</u> Account # _____ Account # _____ Account # _____ <div style="text-align: right;">TOTAL <u>\$ 110,000.00</u></div>		
BACKGROUND, JUSTIFICATION AND IMPACT: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.) The City recently conducted an RFP to select a Manager for the Lake Carlsbad Municipal Golf Pro Shop. The City received three proposals. One proposal was withdrawn prior to selection. Evaluations were conducted by the Golf Advisory Board. Wexford Golf Inc., received the highest point total based on factors that included qualifications and experience, pro shop and golf course operations as well as overall cost benefit to the City. The Golf Advisory Board voted by majority to approve the recommendation for award to Wexford Golf on November 2, 2017. The City recommends awarding RFP 2017-19 to Wexford Golf and approval for the City Administrator to enter into contract negotiations.		
Requested action to be taken by Council: Advertise Invitation for Request for Proposal	Council Action Taken: Select one	Date:
Reviewed by City Administrator: /s/ Steve McCutcheon 11-9-2017		

POST BID/RFP RECOMMENDATION	Council Meeting Date:
Requested action to be taken by Council: Award RFP Number 2017-19	Council Action Taken: Select one
ADDITIONAL INFORMATION: 	
Reviewed by City Administrator:	

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

Evaluation Criteria Instructions

Proposals shall be evaluated by a committee appointed by the City Procurement Manager. Including but not limited to Golf Course Advisory Board Members and City staff.

The successful proposal will be the one that is most advantageous to the City. This determination will be based on price and other factors which are set forth at length in the body of this Request for Proposal.

Each candidate will be evaluated according to how well qualified they are to provide the services required of the contractor.

Proposal's will be evaluated as follows:

1. Qualifications and Experience: (20 points maximum)

Factors to be considered should include:

- A) Years of experience in operating and running a golf shop/course. **Rate (1 - 4)**
- B) Ability and quality of previous experience in golf shop/course operations. **Rate (1-4)**
- C) Membership in the PGA of America, what level and how long? **Rate (1-4)**
- D) Educational background suitable for the contract requirements. **Rate (1-4)**
- E) Ability to provide quality customer service to the public. **Rate (1-4)**

2. Operation of Golf Pro Shop: (15 point maximum)

- A) Evaluate the proposer's overall strategic plan for operating the golf shop. **Rate (1-3)**
- B) Financial ability of proposer to provide adequate retail inventory for the golf shop including provisions for the driving range equipment. **Rate (1-3)**
- C) Ability of proposer to provide adequate staffing to run the golf shop and provide consistent customer service during business hours. **Rate (1-3)**
- D) Ability or plan to provide adequate number of rental golf carts. **Rate (1-3)**
- E) Experience, understanding and ability to provide for accurate accounting of all green fees and permits sold as required by the City Treasurer. **Rate (1-3)**

3. Management of course play: (15 points maximum)

- A) Proposer's experience with managing day to day course play to ensure optimum access to the public, enforce course rules, etiquette standards and minimize slow play. **Rate (1-5)**
- B) Experience with planning, managing and implementing tournament play. **Rate (1-5)**
- C) Proposer's experience and ability to promote recreational play as well as tournament play. **Rate (1-5)**

4. Financial and Contractual terms: 50 points maximum

Total Possible Points 100

Evaluation Criteria

RFP Title Golf Shop Management Services for Lake Carlsbad Municipal Golf Course
 REP # 2017-19

Proposer Name	John Heaton	Wexford Golf	Eric Chavez W/D Proposal	
<u>1. Qualifications and Experience</u>				
(1 - 4) A	3.85	3.23		
(1 - 4) B	3.08	3.62		
(1 - 4) C	3.77	3.69		
(1 - 4) D	3.46	3.77		
(1 - 4) E	2.23	3.23		
Sub Total	16.39	17.54		
<u>2. Operations of Golf Pro Shop</u>				
(1 - 3) A	2.38	2.62		
(1 - 3) B	2.77	3.00		
(1 - 3) C	2.00	2.54		
(1 - 3) D	2.92	2.68		
(1 - 3)E	2.46	2.69		
Sub Total	12.53	13.54		
<u>3 .Management of Course Play</u>				
(1 - 5) A	3.46	4.08		
(1 - 5) B	4.15	4.23		
(1 - 5) C	4.31	4.31		
Sub Total	11.92	12.62		
Total of Categories 1-3	40.84	43.70		
Cost Analysis (50 points)	2.00	50.00		
Grand Total	42.84	93.70		

Current Financial Assumptions - based on actuals & reasonable estimates

Income

Course Revenue

Yearly Green Fees	225,000
Driving Range - 10 buckets per day, or 3650 per year, at \$7.50	27,375
Lesson Fees	-
	252,375

Golf Cart Revenue

Private Golf Cart Fee - 140 golf carts at \$360	50,400
Golf Cart Storage - approximately 10 at \$300 (estimate)	3,000
Golf Cart Rentals - golf pro provides golf carts	-
	53,400

TOTAL REVENUES	305,775
-----------------------	----------------

Costs

Retainer	(72,000)
Health Insurance (benefit not typically offered to contractors)	(22,472)
TOTAL COSTS	(94,472)

NET BENEFIT OF PROPOSALS	\$211,303
---------------------------------	------------------

City's Share of Revenues

Proposal 1			Proposal 2		
Assumptions			Assumptions		
95%	213,750		88%	196,875	
0%	-		5%	1,369	
0%	-		0%	-	
	213,750			198,244	
Assumptions			Assumptions		
-178%	(89,601)		50%	25,200	
0%	-		0%	-	
0%	-		0%	-	
	(89,601)			25,200	
	124,149			223,444	

Cost to City

Proposal 1		Proposal 2	
(96,000)		(90,000)	
(22,470)		-	
(118,470)		(90,000)	

\$5,679	\$133,444
----------------	------------------

Allocated Point Spread

4%	100%
Points 50	Points 50
2	50
2%	43%

Weighted Average of Total - \$312,073 & 150 Points

4%	96%
Points 100	Points 100
4	96
2%	43%

Benefit to Proposer

Proposal 1	Proposal 2
11,250	28,125
27,375	26,006
-	-
38,625	54,131
140,001	25,200
3,000	3,000
-	-
143,001	28,200
181,626	82,331

96,000	90,000
22,470	-
118,470	90,000

\$300,096	\$172,331
------------------	------------------

Notes:

Golf Pro will keep all income from the sale of merchandise. The City prefers not to handle merchandise.
Income & other matters related to renting the Meeting Room are under review by the City.

Financial Recommendations

Points should be awarded as follows:

Proposal	Points
Proposal 1	2
Proposal 2	50

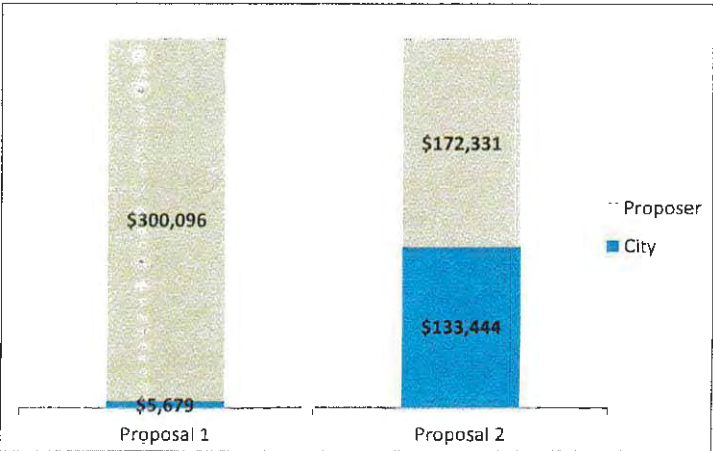
Other Recommendations & Concerns:

The City should consider eliminating the practice of paying health insurance benefits to contractors.

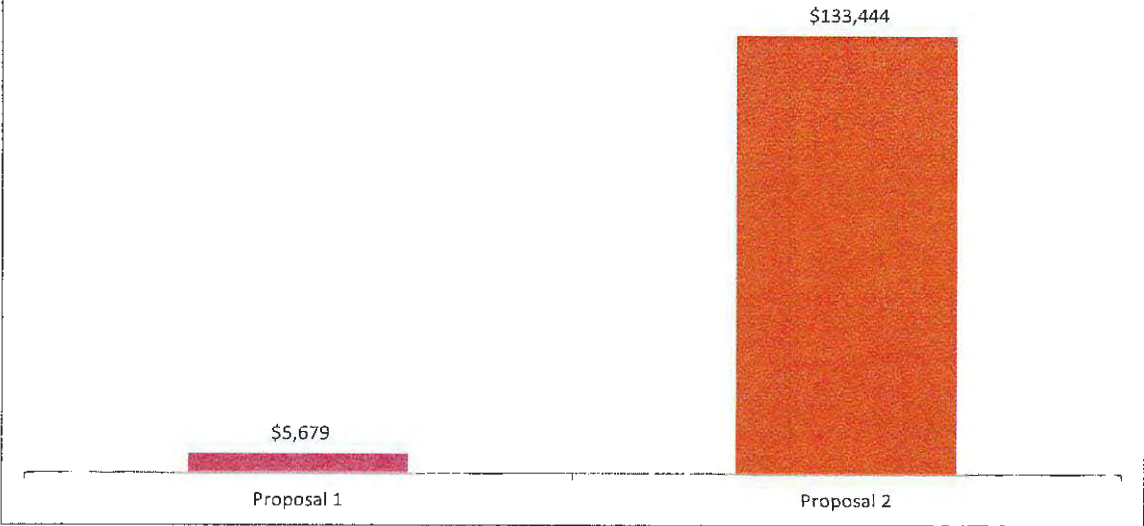
The private golf cart fee on Proposal 1 seems unreasonable and therefore; should not be accepted. Further review might be needed to determine what is customary and appropriate.

Allocation of Net Benefit

Proposal	City	Proposer	Total	Proposer %
Proposal 1	\$5,679	\$300,096	\$305,775	98%
Proposal 2	\$133,444	\$172,331	\$305,775	56%



Yearly Net Benefit to City



Allocated Point Spread

	Proposal 1	Proposal 2	Total
Net Benefit	\$5,679	\$133,444	
% of Points	4%	100%	
Points	50	50	
Awarded	2	50	52
% of Total	4%	96%	100%

Statistical Test ONLY of Allocated Point Spread

Total Weighted Average - \$312,073 and 150 Points

	Proposal 1	Proposal 2	Total
Net Benefit	\$5,679	\$133,444	\$139,123
WA %	4%	96%	
Points	50	50	
Awarded	2	48	50
% of Total	4%	96%	100%

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM PURCHASING RECOMMENDATION

Council Meeting Date: **6/13/17**

Department: Engineering	BY: Jason Burns - Projects	Date: 6/7/17																					
SUBJECT: Infrastructure Description: Reject and Readvertise Invitation for Bids for the City of Carlsbad Transit Mechanic Shop Construction																							
SYNOPSIS: <table style="width:100%; border: none;"> <tr> <td style="width:15%;">Qty <u>1</u></td> <td style="width:35%;">Total Est. Cost <u>\$ 80,000.00</u></td> <td style="width:50%;">Total Actual Cost _____</td> </tr> <tr> <td>Budgeted Yes</td> <td>Est. City Share <u>\$ 16,000.00</u></td> <td>Actual City Share _____</td> </tr> <tr> <td>Account # <u>15-0150-85613-000000</u></td> <td><u>\$ 338,000.00</u></td> <td></td> </tr> <tr> <td>Account # _____</td> <td>_____</td> <td></td> </tr> <tr> <td>Account # _____</td> <td>_____</td> <td></td> </tr> <tr> <td>Account # _____</td> <td>_____</td> <td></td> </tr> <tr> <td align="right" colspan="2">TOTAL</td> <td><u>\$ 338,000.00</u></td> </tr> </table>			Qty <u>1</u>	Total Est. Cost <u>\$ 80,000.00</u>	Total Actual Cost _____	Budgeted Yes	Est. City Share <u>\$ 16,000.00</u>	Actual City Share _____	Account # <u>15-0150-85613-000000</u>	<u>\$ 338,000.00</u>		Account # _____	_____		Account # _____	_____		Account # _____	_____		TOTAL		<u>\$ 338,000.00</u>
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Account # _____	_____																						
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Account # _____	_____																						
TOTAL		<u>\$ 338,000.00</u>																					
BACKGROUND, JUSTIFICATION AND IMPACT: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.) The City has contracted a professional architect to prepare plans and specifications for the Carlsbad Transit Mechanic Shop Project. The scope of the project is to upgrade the existing garage electrical and mechanical components to meet all applicable codes and statutes of a commercial mechanic shop, as well as to provide all necessary equipment and tools that are necessary to operate such a shop. The City has received a Federal Transit Grant, administered by NMDOT Rail & Transit Division, which has a Capital Improvement portion of \$338,000.00 (NMDOT 80%, City 20%). These funds will be expended on the above mentioned project. Council consideration is requested for approval to advertise for qualified firms to submit bids for the Carlsbad Transit Mechanic Shop.																							
Requested action to be taken by Council: Advertise Invitation for Bid	Council Action Taken: Select one	Date: 06/07/2017																					
Reviewed by City Administrator: /s/ Steve McCutcheon 11-9-2017																							

POST BID/RFP RECOMMENDATION	Council Meeting Date:	11/14/2017
Requested action to be taken by Council: Award Bid Number <u>2017-11</u>	Council Action Taken: Select one	Date: 11/08/2017
ADDITIONAL INFORMATION: Sealed bids were received and opened by the City. The City has a Letter of Recommendation from the Architect to award the Base Bid, and no alternates for the Transit Mechanic Shop Construction Project. Council consideration is requested to Award the Construction of the Transit Mechanic Shop to Wade Construction, in the amount of \$156,312.00 excluding NMGR @ 7.5625%.		
Reviewed by City Administrator:		

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

RENOVATION of THE MECHANIC'S SHOP at THE MUNICIPAL TRANSIT BLDG.

FOR THE CITY OF CARLSBAD

Project Number 17.11 Bid Date: September 20, 2017 at 10 a.m.

Contractor	Bid Bond	Completion Days	Base Bid	Alternate#1 Replacement of Light Fixtures
Glick Const.	UNITED FIRE	65	160,579.00	DEDUCT (\$9,985)
WADE CONST.	UNITED FIRE	75	156,312.00	DEDUCT (\$8,942.75)
S.E. ELECTRIC	PHILADELPHIA INS.	120	232,302.73	DEDUCT (\$19,894.76)

300-551
17376

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM PURCHASING RECOMMENDATION

Council Meeting Date: 11/14/17

Department: Arts and Culture	BY: Matt Fletcher, CPO	Date: 11/7/17
SUBJECT: Services Description: Management Services for Walter Gerrells Performing Arts Center		
SYNOPSIS: Qty <u>1</u> Total Est. Cost <u>\$ 81,600.00</u> Total Actual Cost _____ Budgeted Yes Est. City Share <u>\$ 81,600.00</u> Actual City Share _____ Account # <u>18-0180-60040</u> <u>\$ 81,600.00</u> Account # _____ Account # _____ Account # _____ <div style="text-align: right;">TOTAL <u>\$ 81,600.00</u></div>		
BACKGROUND, JUSTIFICATION AND IMPACT: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.) The contract for the Management of the Walter Gerrells Performing Arts Center is due to expire in February 2018. The City is requesting permission to conduct an RFP to solicit proposals for this service.		
Requested action to be taken by Council: Advertise Invitation for Request for Proposal	Council Action Taken: Select one	Date:
Reviewed by City Administrator: /s/ Steve McCutcheon 11-9-2017		

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

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

CITY OF CARLSBAD

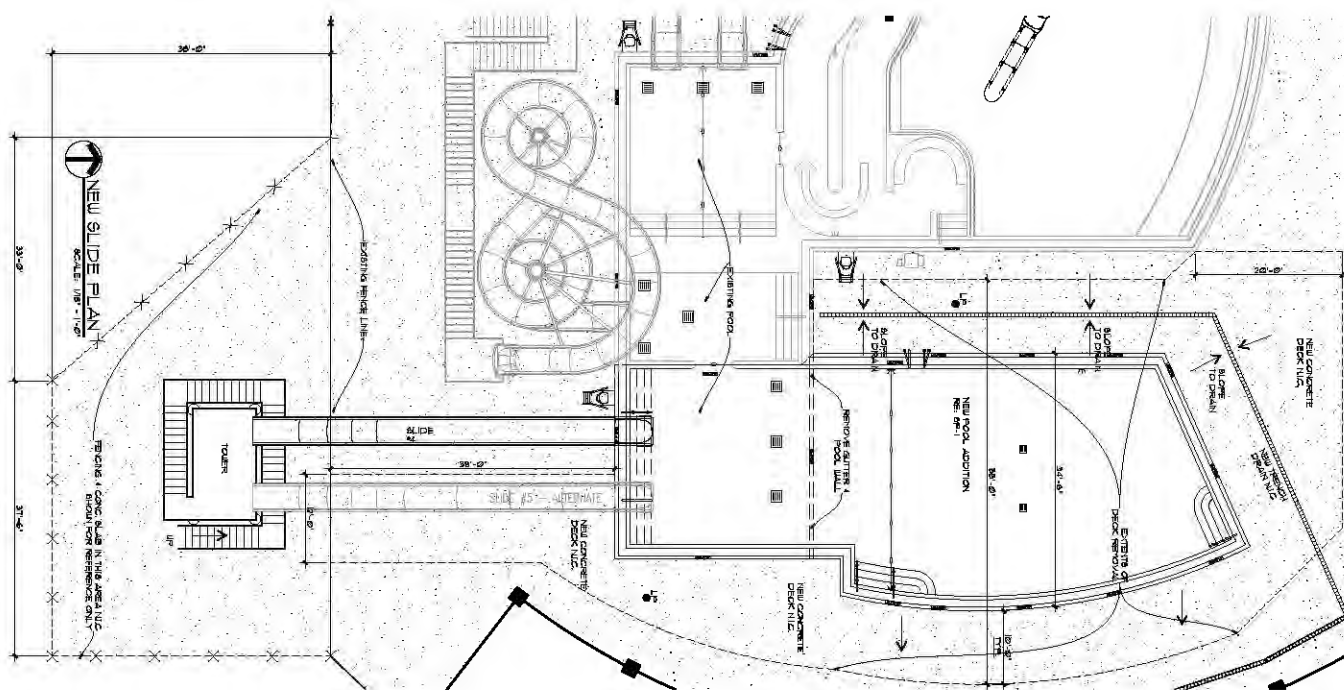
AGENDA BRIEFING MEMORANDUM PURCHASING RECOMMENDATION

Council Meeting Date: **11-14-17**

Department: CIEP	BY: Jason Burns - Projects	Date: 11-08-17																												
SUBJECT: Infrastructure Description: Advertise Invitation to Bid Carlsbad Water Park General Construction																														
<table style="width:100%; border: none;"> <tr> <td style="width:15%;">SYNOPSIS:</td> <td style="width:15%;">Qty <u>1</u></td> <td style="width:20%;">Total Est. Cost <u>\$ 50,000.00</u></td> <td style="width:20%;">Total Actual Cost _____</td> </tr> <tr> <td></td> <td>Budgeted Yes</td> <td>Est. City Share <u>\$ 50,000.00</u></td> <td>Actual City Share _____</td> </tr> <tr> <td></td> <td>Account # _____</td> <td>_____</td> <td></td> </tr> <tr> <td></td> <td>Account # _____</td> <td>_____</td> <td></td> </tr> <tr> <td></td> <td>Account # _____</td> <td>_____</td> <td></td> </tr> <tr> <td></td> <td>Account # _____</td> <td>_____</td> <td></td> </tr> <tr> <td align="right" colspan="2"></td> <td>TOTAL <u>\$ 0.00</u></td> <td></td> </tr> </table>			SYNOPSIS:	Qty <u>1</u>	Total Est. Cost <u>\$ 50,000.00</u>	Total Actual Cost _____		Budgeted Yes	Est. City Share <u>\$ 50,000.00</u>	Actual City Share _____		Account # _____	_____			Account # _____	_____			Account # _____	_____			Account # _____	_____				TOTAL <u>\$ 0.00</u>	
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BACKGROUND, JUSTIFICATION AND IMPACT: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.) <p>The City has budgeted to expand the Carlsbad Water Park at The Lake Carlsbad Beach Park. The expansion will include a new slide attraction, as well as a large shallow depth swimming area. The City has coordinated with a professional engineer specializing in aquatic entertainment, as well as a professional architect who has completed a site plan and bid specifications for the project. The pool and slide construction is submitted for award, but that bid did not include the general construction. General construction includes the demo of the existing pool deck, placement of the new and additional concrete deck around the new pool and slide, additional fencing, and minor electrical.</p> <p>Council consideration is requested for approval to advertise invitation for bids from qualified firms for the general construction of the expansion at the Carlsbad Water Park.</p>																														
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POST BID/RFP RECOMMENDATION	Council Meeting Date:						
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Select one	Select one						
ADDITIONAL INFORMATION:							
Reviewed by City Administrator:							


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



CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM PURCHASING RECOMMENDATION

Council Meeting Date: 09-26-17

Department: CIEP	BY: Jason Burns - Projects 	Date: 9-20-17																																			
SUBJECT: Equipment and Services Description: Advertise Invitation to Bid Carlsbad Water Park Expansion Project																																					
<table style="width:100%; border: none;"> <tr> <td style="width:15%;">SYNOPSIS:</td> <td style="width:15%;">Qty <u>1</u></td> <td style="width:20%;">Total Est. Cost <u>\$ 450,000.00</u></td> <td style="width:20%;">Total Actual Cost <u>\$ 464,120.00</u></td> <td style="width:20%;"></td> </tr> <tr> <td></td> <td>Budgeted Yes</td> <td>Est. City Share <u>\$ 450,000.00</u></td> <td>Actual City Share <u>\$ 464,120.00</u></td> <td></td> </tr> <tr> <td></td> <td>Account # _____</td> <td>_____</td> <td></td> <td></td> </tr> <tr> <td></td> <td>Account # _____</td> <td>_____</td> <td></td> <td></td> </tr> <tr> <td></td> <td>Account # _____</td> <td>_____</td> <td></td> <td></td> </tr> <tr> <td></td> <td>Account # _____</td> <td>_____</td> <td></td> <td></td> </tr> <tr> <td></td> <td align="right" colspan="2">TOTAL</td> <td><u>\$ 0.00</u></td> <td></td> </tr> </table>			SYNOPSIS:	Qty <u>1</u>	Total Est. Cost <u>\$ 450,000.00</u>	Total Actual Cost <u>\$ 464,120.00</u>			Budgeted Yes	Est. City Share <u>\$ 450,000.00</u>	Actual City Share <u>\$ 464,120.00</u>			Account # _____	_____				Account # _____	_____				Account # _____	_____				Account # _____	_____				TOTAL		<u>\$ 0.00</u>	
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BACKGROUND, JUSTIFICATION AND IMPACT: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.) <p>The City has budgeted to expand the Carlsbad Water Park at The Lake Carlsbad Beach Park. The expansion will include a new slide attraction, as well as a large shallow depth swimming area. The City has coordinated with a professional engineer specializing in aquatic entertainment, as well as a professional architect who will be tasked with the completing a site plan and bid specifications. Conceptual designs are nearly finalized, and ready for to be prepared as a bid package.</p> <p>Council consideration is requested for approval to advertise invitation for bids from qualified firms for the construction of the expansion at the Carlsbad Water Park.</p>																																					
<table style="width:100%; border: none;"> <tr> <td style="width:40%;">Requested action to be taken by Council:</td> <td style="width:30%;">Council Action Taken:</td> <td style="width:30%;">Date:</td> </tr> <tr> <td>Advertise Invitation for Bid</td> <td>Approved</td> <td>09/26/2017</td> </tr> </table>			Requested action to be taken by Council:	Council Action Taken:	Date:	Advertise Invitation for Bid	Approved	09/26/2017																													
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POST BID/RFP RECOMMENDATION	Council Meeting Date: 11/14/2017						
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Requested action to be taken by Council:	Council Action Taken:	Date:					
Award Bid Number 2017-26	Approved	11/08/2017					
ADDITIONAL INFORMATION: <p>Sealed bids were received and opened by the City for the Pool and Slide construction for the Carlsbad Water Park Expansion. The City has received a Letter of Recommendation from the Architect to award the project to the lowest bidder. Council consideration is requested to Award the base bid only for the pool and slide construction of Carlsbad Water Park Expansion to Wescon Construction, in the amount of \$464,120.00 excluding NMGR @ 7.5625%.</p>							
Reviewed by City Administrator:							

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



November 8, 2017

City of Carlsbad
PO Box 1569
Carlsbad, NM 88220

RE: ADDITION TO ACTIVITY POOL BID #2017-27

One bid was received on November 6, 2017 on the above referenced project:

	Base Bid	Alternate #1 (Add)
Wescon Construction, Inc.	\$ 464,120	\$ 79,575
* Does not include NMGRT		

I recommend that the project be awarded to Wescon Construction.

Sincerely,


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

Brad Nesser, AIA
President

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM PURCHASING RECOMMENDATION

Council Meeting Date: **11/14/17**

Department: CIEP	BY: Jason Burns - Projects 	Date: 11/8/17																												
SUBJECT: Infrastructure Description: Advertise for Bids for Electrical Improvements to the Beach Park Area																														
<table style="width:100%; border: none;"> <tr> <td style="width:15%;">SYNOPSIS:</td> <td style="width:25%;">Qty <u>1</u></td> <td style="width:25%;">Total Est. Cost <u>\$ 40,000.00</u></td> <td style="width:35%;">Total Actual Cost _____</td> </tr> <tr> <td></td> <td>Budgeted Yes</td> <td>Est. City Share <u>\$ 40,000.00</u></td> <td>Actual City Share _____</td> </tr> <tr> <td></td> <td>Account # <u>49-0490-80031-000000</u></td> <td><u>\$ 40,000.00</u></td> <td></td> </tr> <tr> <td></td> <td>Account # _____</td> <td>_____</td> <td></td> </tr> <tr> <td></td> <td>Account # _____</td> <td>_____</td> <td></td> </tr> <tr> <td></td> <td>Account # _____</td> <td>_____</td> <td></td> </tr> <tr> <td align="right" colspan="2">TOTAL</td> <td><u>\$ 40,000.00</u></td> <td></td> </tr> </table>			SYNOPSIS:	Qty <u>1</u>	Total Est. Cost <u>\$ 40,000.00</u>	Total Actual Cost _____		Budgeted Yes	Est. City Share <u>\$ 40,000.00</u>	Actual City Share _____		Account # <u>49-0490-80031-000000</u>	<u>\$ 40,000.00</u>			Account # _____	_____			Account # _____	_____			Account # _____	_____		TOTAL		<u>\$ 40,000.00</u>	
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	Account # _____	_____																												
TOTAL		<u>\$ 40,000.00</u>																												
BACKGROUND, JUSTIFICATION AND IMPACT: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.) The City has budgeted to improve and update specified electrical components in the vicinity of the Beach Park parking lot area. Specifically the electrical service that feeds the Bath House, Fire Station 6, Port Jefferson, and most of the surrounding area lights. To the City's knowledge this electrical service was installed at the time the bath house was constructed in the 1940's. The City has coordinated with the City electricians and Xcel energy to develop a scope of work that will address all the identified concerns. This project will also address a major safety concern expressed by the Carlsbad Police Department, as it will significantly improve the area lighting to help reduce vagrancy and illicit activity. Council consideration is requested for approval to advertise for qualified firms to submit bids for the Electric Improvements to the Beach Park Area.																														
Requested action to be taken by Council: Advertise Invitation for Bid	Council Action Taken: Select one	Date:																												
Reviewed by City Administrator: /s/ Steve McCutcheon 11-9-2017																														

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

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

AGENDA BRIEFING MEMORANDUM PURCHASING RECOMMENDATION

Council Meeting Date: **8/22/17**

Department: Engineering	BY: Jason Burns-Projects	Date: 8/16/17																					
SUBJECT: Infrastructure Description: San Jose Blvd. Phase 5 Reconstruction Project																							
SYNOPSIS: <table style="width:100%; border: none;"> <tr> <td style="width:15%;">Qty <u>1</u></td> <td style="width:35%;">Total Est. Cost <u>\$ 2,100,000.00</u></td> <td style="width:50%;">Total Actual Cost _____</td> </tr> <tr> <td>Budgeted Yes</td> <td>Est. City Share <u>\$ 2,000,000.00</u></td> <td>Actual City Share _____</td> </tr> <tr> <td>Account # <u>02-0002-82062-000004</u></td> <td><u>\$ 2,542,345.00</u></td> <td></td> </tr> <tr> <td>Account # _____</td> <td>_____</td> <td></td> </tr> <tr> <td>Account # _____</td> <td>_____</td> <td></td> </tr> <tr> <td>Account # _____</td> <td>_____</td> <td></td> </tr> <tr> <td align="right" colspan="2">TOTAL</td> <td><u>\$ 2,542,345.00</u></td> </tr> </table>			Qty <u>1</u>	Total Est. Cost <u>\$ 2,100,000.00</u>	Total Actual Cost _____	Budgeted Yes	Est. City Share <u>\$ 2,000,000.00</u>	Actual City Share _____	Account # <u>02-0002-82062-000004</u>	<u>\$ 2,542,345.00</u>		Account # _____	_____		Account # _____	_____		Account # _____	_____		TOTAL		<u>\$ 2,542,345.00</u>
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TOTAL		<u>\$ 2,542,345.00</u>																					
BACKGROUND, JUSTIFICATION AND IMPACT: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.) The plans and specifications have been reviewed for the San Jose Phase 5 Reconstruction Project. This will be the FINAL phase of the San Jose Project and entails a complete reconstruction of the existing road. The termini for Phase 5 will be from Del Rio St. to the intersection of Pecan St. The City has budgeted \$2 million in capital outlay funding for this project, and are reviewing several options and potential bid lots to allow for the project to bid and be awarded within the approved budget. Council consideration is requested for approval to advertise for qualified firms to submit bids for the Reconstruction San Jose Blvd. Phase 5 Project.																							
Requested action to be taken by Council: Advertise Invitation for Bid	Council Action Taken: Select one	Date:																					
Reviewed by City Administrator:																							

POST BID/RFP RECOMMENDATION	Council Meeting Date: 11/14/2017
Requested action to be taken by Council: Award Bid Number 2017-21	Council Action Taken: Select one Date: 11/08/2017
ADDITIONAL INFORMATION: The City has received and opened sealed bids for the San Jose Phase 5 Project. The City has also received a recommendation from the consulting professional engineer for this project. Council consideration is requested to award the bid to J&H Services the base bid and the alternate 1 for the PRV in the amount of \$2,249,540.10, plus applicable NMGRS pending approval of the submitted budget adjustment.	
Reviewed by City Administrator: /s/ Steve McCutcheon 11-9-2017	

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



November 3, 2017

Matt Fletcher, Purchasing Manager
City of Carlsbad
P.O. Box 1569
Carlsbad, New Mexico 88221-1569

Re: San Jose Blvd. Road Improvements Phase V
Bid No. 2017-21
Bid Recommendation

Dear Mr. Fletcher:

The bid opening for the above referenced project was held on November 2, 2017 at 1:00 P.M. at the City of Carlsbad. Attached please find a copy of the Certified Bid Tab for the above-referenced project. Three (3) bids were submitted as shown below.

The amounts below do not include NMGR.T.

	Base Bid	Bid Alternate #1	Total Bid including the Alternate
J& H Services	\$2,159,940.10	\$89,600.00	\$2,249,540.10
Constructors Inc.	\$2,539,000.00	\$77,000.00	\$2,616,000.00
James Hamilton	\$4,168,600.00	\$93,400.00	\$4,262,000.00

Souder, Miller & Associates recommends that the City awards Bid No. 2017-21 to J&H Services.

If you have any question, please feel free to call me at 575-624-2400.

Sincerely,
SOUDER, MILLER & ASSOCIATES

David M. Storey, P.E.
Souder, Miller & Associates

CC: Jason Burns, City of Carlsbad

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM PURCHASING RECOMMENDATION

Council Meeting Date: 11/14/17

Department: Parks	BY: Matt Fletcher, CPO	Date: 11/7/17
SUBJECT: Services Description: Reject and Rebid Maintenance and Managment of City of Carlsbad Ball Parks		
SYNOPSIS: Qty <u>1</u> Total Est. Cost _____ Total Actual Cost _____ Budgeted Yes Est. City Share _____ Actual City Share _____ Account # _____ Account # _____ Account # _____ Account # _____ <div style="text-align: right;">TOTAL _____ \$ 0.00</div>		
BACKGROUND, JUSTIFICATION AND IMPACT: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.) The City wishes to revise the RFP that was issued for the Maintenance and Management of City of Carlsbad Ball Parks. Due to the removal of significant elements of the scope of work from the current RFP, it is recommended that that City reject the offers received and re-solicit proposals under the revised scope of work. The City requests permission to reject all proposals and issue a new RFP with a revised scope of work.		
Requested action to be taken by Council: Advertise Invitation for Request for Proposal	Council Action Taken: Select one	Date:
Reviewed by City Administrator: /s/ Steve McCutcheon 11-9-2017		

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

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

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM PURCHASING RECOMMENDATION

Council Meeting Date: 11/14/17

Department: All City Departments	BY: Matt Fletcher, CPO	Date: 11/7/17
SUBJECT: Services Description: Excess Workers Compensation Insurance		
SYNOPSIS: Qty <u>1</u> Total Est. Cost <u>\$ 160,000.00</u> Total Actual Cost _____ Budgeted Yes Est. City Share _____ Actual City Share _____ Account # <u>27-0270-61633</u> <u>\$ 160,000.00</u> Account # _____ Account # _____ Account # _____ <div style="text-align: right;">TOTAL <u>\$ 160,000.00</u></div>		
BACKGROUND, JUSTIFICATION AND IMPACT: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.) The City is required to maintain Excess Workers Compensation Insurance. The current policy is set to expire 1/16/2018. The City requests permission to solicit bids to obtain a new insurance policy beginning 1/17/2018.		
Requested action to be taken by Council: Advertise Invitation for Bid	Council Action Taken: Select one	Date:
Reviewed by City Administrator: /s/ Steve McCutcheon 11-9-2017		

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

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

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM PURCHASING RECOMMENDATION

Council Meeting Date:

Department:	BY:	Date:																												
SUBJECT: Description:																														
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ADDITIONAL INFORMATION:				
Reviewed by City Administrator:				

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

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM PURCHASING RECOMMENDATION

Council Meeting Date: 11/14/17

Department: Parks	BY: Matt Fletcher, CPO	Date: 11/7/17
SUBJECT: Services Description: Janitorial Services for City Park Restrooms and Bob Forrest Youth Sports Complex		
SYNOPSIS: Qty <u>1</u> Total Est. Cost <u>\$ 50,000.00</u> Total Actual Cost _____ Budgeted Yes Est. City Share _____ Actual City Share _____ Account # <u>01-0070-60040</u> <u>\$ 35,000.00</u> Account # <u>29-0290-60040</u> <u>\$ 15,000.00</u> Account # _____ _____ Account # _____ _____ <div style="text-align: right;">TOTAL <u>\$ 50,000.00</u></div>		
BACKGROUND, JUSTIFICATION AND IMPACT: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.) The City's contract for janitorial services for City Parks and at the Bob Forrest Youth Sports Complex is set to expire in December. The City is requesting permission to conduct an RFP to select a contractor to provide this service for four more years beginning mid-December. The only anticipated change to the RFP would be the adding the cleaning of the Water Park restrooms from May 1, 2018 through the Labor Day weekend to the new contract.		
Requested action to be taken by Council: Advertise Invitation for Request for Proposal	Council Action Taken: Select one	Date:
Reviewed by City Administrator: /s/ Steve McCutcheon 11-9-2017		

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

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

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM PURCHASING RECOMMENDATION

Council Meeting Date: 12/13/2016

Department: <div style="text-align: center; font-size: 1.2em;">Water</div>	BY: Michael Hernandez, Director of Utilities	Date: 12/06/2016																												
SUBJECT: Services Description: Repairs to Reservoir II, located at the west end of Holland Street.																														
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	TOTAL		<u>\$ 219,234.00</u>																											
BACKGROUND, JUSTIFICATION AND IMPACT: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.) The city hired Souder Miller & Associates in 2016 to perform an evaluation and cleaning of the five million gallon reservoir located at the west end of Holland Street. In the final evaluation report the engineer recommended that repairs be made to the reservoir which is estimated at \$147,000.00 not including GRT. The city has since contracted Souder Miller & Associates to provide bid specs and bid documents for the repairs. The utilities department is requesting permission to go out for sealed bids for these repairs.																														
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POST BID/RFP RECOMMENDATION	Council Meeting Date:						
	11/14/2017						
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Requested action to be taken by Council:	Council Action Taken:	Date:					
Award Bid Number 2017-20	Select one	11/08/2017					
ADDITIONAL INFORMATION: The City has received and opened sealed bids for the Repairs to Reservoir #2 Project. The City has also received a recommendation from the consulting professional engineer for this project. Council consideration is requested to award the bid to Lone Mountain Contracting, Inc. in the amount of \$149,685.00, plus applicable NMGR.							
Reviewed by City Administrator:							

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



November 8, 2017

Jason Burns
Public Works Projects Coordinator
City of Carlsbad, NM
101 N. Halagueno
Carlsbad, NM 88221

RE: Repair and Spot Coating of Reservoir # 2
Engineer's Recommendation of Award

Dear Mr. Burns,

Bids for the Repair and Spot Coating of Reservoir # 2 were opened on Monday, November 6th, 2017 at 1:30 p.m. in Room 201 of the City Hall in Carlsbad, NM. Five bids were submitted for the unit price bid that included no bid alternates.

Souder Miller & Associates (SMA) found all the bidders to be properly licensed to perform the work and the contractor licenses and NMDWS Registrations were verified by SMA through the New Mexico Regulation and Licensing Department and NMDWS. All information required to be turned in with the bid packages was submitted with the bid, with the exception of one Department of Workforce Solutions Certificate from the #3 bidder, Riley Industrial Services, that was omitted. The apparent low bidder was Lone Mountain Contracting, Inc.

After tabulating the bids received, the bid presented by Lone Mountain Contracting, Inc. was confirmed as the low responsive bid. The engineer's estimate of probable construction cost was \$147,000.00 (excluding NMGR) for the unit price bid. The bid tabulation is attached that shows the five bids ranging from \$149,685.00 to \$261,700.

SMA investigated Lone Mountain Contracting, Inc.'s past experience, specifically on projects of similar nature and scope. The references provided by Lone Mountain Contracting, Inc. contacted by SMA provided good feedback on their quality of work. All three references rated the contractor as a 9 out of 10 and stated they were easy to work with. The projects were noted as being completed on time and on budget, with change orders as initiated by the owner or due to extenuating circumstances. Please refer to the copies of the reference evaluation forms included after this bid recommendation and the bid tabulation.

SMA's review of the documents provided as part of the Bidder's Qualification Statement indicate that Lone Mountain Contracting, Inc.'s resources should be adequate to perform on a project of this size and nature. Lone Mountain Contracting, Inc.'s Construction's bid package is also attached to this recommendation letter.

The project is being funded in its entirety from Carlsbad Utility Department Budgeted Funds, so there are no special requirements associated with funding agencies.

SMA recommends that the Owner move forward to accept the low bid of Lone Mountain Contracting, Inc. and to award the construction contract in the bid amount of \$ 149,685.00 (excluding NMGRT).

Please feel free to contact me if you have any questions regarding the bids or regarding this Recommendation of Award.

Sincerely,

**MILLER ENGINEERING, INC. D/B/A
SOUDER, MILLER & ASSOCIATES**



Russell Doss, P.E.
Senior Engineer II
russell.doss@soudermiller.com

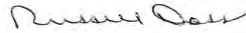
cc: (via email)

Attachments:

1. Bid Tabulation
2. Contractor Reference Forms
3. Bid Form including all necessary attachments
4. Bidder's Qualification Statement

BID TABULATIONS

PROJECT: Repair and Spot Coating of Reservoir #2
 BID DATE & TIME: Monday, November 6, 2017 1:30 p.m.



Russell Doss, P.E., Project Engineer
 These tabulations are correct to the best of my knowledge.

				ENGINEER'S ESTIMATE		Lone Mountain Contracting, Inc.		Marine Diving Solutions		Riley Industrial Services		DN Tanks, Inc.		TMI Coatings, Inc.	
ITEM	ITEM DESCRIPTION	UNIT	EST QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization and demobilization of contractor's forces and equipment to complete the work under this contract for which payment is not provided elsewhere. Not to exceed 5 percent of the total bid.	LS	1	\$ 7,850.00	\$ 7,850.00	\$ 11,745.00	\$ 11,745.00	\$ 9,500.00	\$ 9,500.00	\$ 57,083.00	\$ 57,083.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000	\$ 15,000
2	Vertical and Overhead Partial Depth (1-inch average) Concrete Spall Repair	SF	100	\$ 300.00	\$ 30,000.00	\$ 165.00	\$ 16,500.00	\$ 350.00	\$ 35,000.00	\$ 197.30	\$ 19,730.00	\$ 267.00	\$ 26,700.00	\$ 240	\$ 24,000
3	Concrete Floor Crack Repair	LF	300	\$ 25.00	\$ 7,500.00	\$ 39.00	\$ 11,700.00	\$ 30.00	\$ 9,000.00	\$ 32.20	\$ 9,660.00	\$ 50.00	\$ 15,000.00	\$ 32	\$ 9,600
4	Interior Vertical and Overhead Crack Repair	LF	750	\$ 15.00	\$ 11,250.00	\$ 30.00	\$ 22,500.00	\$ 50.00	\$ 37,500.00	\$ 22.30	\$ 16,725.00	\$ 40.00	\$ 30,000.00	\$ 40	\$ 30,000
5	Exterior Concrete Crack Repair	LF	750	\$ 15.00	\$ 11,250.00	\$ 30.00	\$ 22,500.00	\$ 25.00	\$ 18,750.00	\$ 29.00	\$ 21,750.00	\$ 45.00	\$ 33,750.00	\$ 25	\$ 18,750
6	Cleaning and Coating Exposed Steel Reinforcement	LF	75	\$ 50.00	\$ 3,750.00	\$ 65.00	\$ 4,875.00	\$ 64.00	\$ 4,800.00	\$ 195.30	\$ 14,647.50	\$ 133.00	\$ 9,975.00	\$ 80	\$ 6,000
7	Strip and Seal System for Interior Concrete Wall to Floor Interface.	LF	650	\$ 20.00	\$ 13,000.00	\$ 26.00	\$ 16,900.00	\$ 25.00	\$ 16,250.00	\$ 38.75	\$ 25,187.50	\$ 96.00	\$ 62,400.00	\$ 45	\$ 29,250
8	Unanticipated Additional Work authorized by the Owner and Engineer	HR	8	\$ 50.00	\$ 400.00	\$ 245.00	\$ 1,960.00	\$ 400.00	\$ 3,200.00	\$ 45.00	\$ 360.00	\$ 185.00	\$ 1,480.00	\$ 175	\$ 1,400
9	Clean and paint interior metal surfaces including exposed piping in the floor.	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 14,050.00	\$ 14,050.00	\$ 25,500.00	\$ 25,500.00	\$ 12,410.00	\$ 12,410.00	\$ 9,950.00	\$ 9,950.00	\$ 65,000	\$ 65,000
10	Remove and dispose 33-foot high interior ladder and square tray.	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 1,915.00	\$ 1,915.00	\$ 3,000.00	\$ 3,000.00	\$ 5,390.00	\$ 5,390.00	\$ 2,500.00	\$ 2,500.00	\$ 4,500	\$ 4,500
11	Install screens for six gooseneck vents on roof and two 2-inch gooseneck vents on the overflow standpipe.	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 1,915.00	\$ 1,915.00	\$ 4,000.00	\$ 4,000.00	\$ 7,285.00	\$ 7,285.00	\$ 12,000.00	\$ 12,000.00	\$ 4,000	\$ 4,000
12	Sealant along exterior roof construction joints.	LF	600	\$ 25.00	\$ 15,000.00	\$ 26.00	\$ 15,600.00	\$ 20.00	\$ 12,000.00	\$ 13.70	\$ 8,220.00	\$ 18.50	\$ 11,100.00	\$ 12	\$ 7,200
13	Clean and paint exterior metal surfaces including 24-inch overflow pipe, six 8-inch diameter roof vents and a 34-inch square roof manhole cover.	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 7,525.00	\$ 7,525.00	\$ 20,000.00	\$ 20,000.00	\$ 10,869.00	\$ 10,869.00	\$ 24,900.00	\$ 24,900.00	\$ 47,000	\$ 47,000
TOTAL OF BID					\$ 147,000.00		\$ 149,685.00		\$ 198,500.00		\$ 209,317.00		\$ 249,755.00		\$ 261,700
TOTAL EACH BID					\$ 147,000.00		\$ 149,685.00		\$ 198,500.00		\$ 209,317.00		\$ 249,755.00		\$ 261,700
TAX (7.5625%)					\$ 11,116.88		\$ 11,319.93		\$ 15,011.56		\$ 15,829.60		\$ 18,887.72		\$ 19,791
GRAND TOTAL OF BID					\$ 158,116.88		\$ 161,004.93		\$ 213,511.56		\$ 225,146.60		\$ 268,642.72		\$ 281,491

**CITY OF CARLSBAD
AGENDA BRIEFING MEMORANDUM**

COUNCIL MEETING DATE: 11-14-2017

DEPARTMENT: Projects	BY: Jason Burns – Projects Engineer	DATE: 11-08-17												
SUBJECT: Standpipe Phase 1 Award Recommendation														
SYNOPSIS, HISTORY and IMPACT (SAFETY AND WELFARE/FINANCIAL/PERSONNEL/INFRASTRUCTURE/ETC.): BACKGROUND: <p>Project Background: Eddy County has received and opened sealed bids for the Standpipe & Lea Phase 1 Project. It was previously agreed that the County will be lead on this project and will request reimbursement from the City. The City and the County agreed to partner in the submittal of a SERPTO Roadway Application, which is funded by the Federal Highway Administration and administered by the NMDOT, for Phase 1 of the Standpipe Project. The County was awarded the SERPTO Roadway Grant for the total project cost estimated to be \$1,824,400.00. The grant has a Federal Share of 85.44% (\$1,558,767.00) and a Local Share of 14.56% (\$265,633.00). It was agreed that the City would be responsible for 40% (\$106,253.20) of the local share, and the county would be responsible for 60% (\$159,379.80) of the local share. The apparent low bidder for Phase 1 of the project is J&H Services with a base bid of \$1,290,733.33, including applicable NMGRT (County: \$112,758.46, City: \$75,172.31). The engineer's estimate for this phase of the project was \$1,398,720.70. The bids are currently being reviewed by the County's contracted project engineer, and will provide a formal recommendation for award once they have concluded that the bids submitted are complete and valid.</p> <p>Council consideration is requested to approve the Award of the Standpipe Phase 1 Project, to the apparent low bidder J & H Services. Contingent upon the official award recommendation by the contracted County project engineer's satisfactory review of the submitted bids.</p>														
DEPARTMENT RECOMMENDATION: Approve Bid Award														
BOARD/COMMISSION/COMMITTEE ACTION: <table style="width: 100%; border: none;"><tr><td><input type="checkbox"/> P&Z</td><td><input type="checkbox"/> Lodgers Tax Board</td><td><input type="checkbox"/> Cemetery Board</td><td><input type="checkbox"/> APPROVED</td></tr><tr><td><input type="checkbox"/> Museum Board</td><td><input type="checkbox"/> San Jose Board</td><td><input type="checkbox"/> Water Board</td><td><input type="checkbox"/> DISSAPPROVED</td></tr><tr><td><input type="checkbox"/> Library Board</td><td><input type="checkbox"/> N. Mesa Board</td><td><input type="checkbox"/> _____ Committee</td><td></td></tr></table>			<input type="checkbox"/> P&Z	<input type="checkbox"/> Lodgers Tax Board	<input type="checkbox"/> Cemetery Board	<input type="checkbox"/> APPROVED	<input type="checkbox"/> Museum Board	<input type="checkbox"/> San Jose Board	<input type="checkbox"/> Water Board	<input type="checkbox"/> DISSAPPROVED	<input type="checkbox"/> Library Board	<input type="checkbox"/> N. Mesa Board	<input type="checkbox"/> _____ Committee	
<input type="checkbox"/> P&Z	<input type="checkbox"/> Lodgers Tax Board	<input type="checkbox"/> Cemetery Board	<input type="checkbox"/> APPROVED											
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<input type="checkbox"/> Library Board	<input type="checkbox"/> N. Mesa Board	<input type="checkbox"/> _____ Committee												
Reviewed by City Administrator /s/ Steve McCutcheon														
_Date: 11-9, 2017														

ATTACHMENTS: N/A

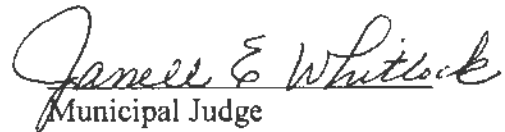
**CARLSBAD MUNICIPAL COURT
CITY OF CARLSBAD
OCTOBER 2017**

Number of Cases	1100
Warrants Outstanding	3,425
Amount of Fines	\$71,460.00
Cases on Appeal	1

FINES

Summary for the Month of	OCTOBER 2017
Total Fines	\$46,969.00
Total Prevention Fees	\$ 566.00
Total Lab Fees	\$ 754.00
Total Correction Fees	\$16,111.00
Total Automation Fees	\$ 4,726.00
Judicial Fees	\$ 2,331.00
Notary Fees	\$ 3.00
Victim Restitution	\$ 0.00
TOTAL	\$71,460.00
TOTAL FINES WORKED OUT THROUGH COMMUNITY SERVICE - \$329.00	

cc: Chief
City Administrator
Finance Department


Municipal Judge

**City of Carlsbad
Personnel Department**

**Action Report
Month of October 2017**

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

City of Carlsbad
Personnel Department Action Report
Month of October 2017

EMPLOYEE REPORT	Beginning of Month	New Hires	Termina- tions	Transfers In	Transfers Out	End of Month
Full-Time Employees	420	3	4			419
Part-Time/Temp Employees	65	1	1			65
Total Employees	485	4	5	0	0	484
Administrative	15			1		16
Judicial	6					6
Finance	19				1	18
Police	109	1	1			109
Fire	64	1	1			64
Arts & Culture	55					55
Sports & Recreation	53					53
Planning & Regulation	18					18
Utilities	78		1			77
Transportation & Facilities	68	1	1			68
TOTAL	485	3	4	1	1	484

WEEKLY INDEMNITY	Beginning of Month	New Claims	Released To Work	Terminated	End of Month
Employees on WI	5	3	5	0	3

UNEMPLOYMENT CLAIMS	Claims Received	Claims Returned	Claims Denied	Claims Approved	Claims Pending	Claims Appealed
Current Month	1	1	0	0	0	0

DRUG TESTS	Number Given
Pre-employment	2
Probationary	0
Post Accident	14
Random	0
Periodic	0
Probable Cause	0

VACANCIES BID	Department
Caretaker	Community Service
Executive Secretary	Finance
Heavy Equipment Operator 1	Water
Irrigation Maintenance	Golf Course
Waste Water Operator IV	Wastewater

PHYSICAL EXAMINATIONS	Number Given
Pre-employment	2
Return to Work Evaluation	0
Functional Capacity Evaluation	0

VACANCIES ADVERTISED	Applications Received
Animal Control Officer	10
Electrician	Pending
Executive Secretary	38
Police Officer	11
School Crossing Guard	Pending
Waste Water Operator IV	Pending

TESTING	Number Given
10 Key	4
Typing	4

MONTHLY ACTIVITY REPORT

Planning, Engineering, & Regulation Department

October 2017

ACTIVITY SUMMARY		
1. Business Activity:		
New Businesses: 24	Temporary Businesses: 8	Business Renewals: 6
2. Miscellaneous Permits:		
Dances: 0	Shelter Rentals: 7	Other: 0
3. Building Permits & Inspections:		
Permits Issued: 211	Permit Revenue: \$21,380.25	Inspections Completed: 206
70—Building Permits		43—Building
48—Plumbing/Mechanical		37—Plumbing/Mechanical
93—Electrical Permits		126—Electrical
4. Code Enforcement		
69—New Cases		
8—Closed Cases		
5. Planning & Engineering activities for the month of October 2017:		
<u>NEW</u>		
<ul style="list-style-type: none"> • Four Planning & Zoning Applications Received for November Meeting • Asset Management Plan—Phase 3 Beginning • 1,300-acre Montclair Development—Final Plan Approved/Development Agreement Under Review • Zoning Ordinance Amendments Approved • Code Enforcement—Concentrating on Carlsbad Entrances & Weed Blitz • Infrastructure Specification Document Under Review 		
<u>ONGOING</u>		
<ul style="list-style-type: none"> • Infrastructure Mapping (GIS) • Development Review • Subdivision Review and Approvals • Leased Properties Inspections • Code Enforcement Continuing to Respond to 311's and Continuing Weed Blitz & City Entryways 		
PLANNING AND ZONING COMMISSION		
Meets the first Monday of each month at 5 p.m. in the City Annex Planning Room, 114 S. Halagueno.		

Signed: _____


Jeff Patterson, Planning Director

CITY OF CARLSBAD

INTER-OFFICE MEMORANDUM

Dale Janway, Mayor

Steve McCutcheon, City Administrator

November 1, 2017

TO: Council Members

FROM: Dale Janway, Mayor

RE: Board, Commission and Committee Appointments

Subject to the approval of the Governing Body, I would like to appoint the following City of Carlsbad Board member:

City of Carlsbad Police Department's Citizen Advisory Board

Dee Williams 4 year term

Carlsbad Budget Committee FY 2017-2018

Councilor Wanda N. Durham

Carlsbad Executive Committee FY 2017-2018

Councilor Wanda N. Durham

Carlsbad Bob Forrest Youth Sports Complex Advisory Board

Councilor Leo Estrada Remainder of 3 year term

DJ:cm

CITY OF CARLSBAD

INTER-OFFICE MEMORANDUM

Dale Janway, Mayor

Steve McCutcheon, City Administrator

November 8, 2017

TO: Council Members
FROM: Mayor Dale Janway
RE: Vacancy Ward 3

Due to the resignation of City Councilor Wesley Carter and Subject to the approval of the Governing Body, I would like to appoint the following:

City of Carlsbad - City Councilor, Ward 3

Appoint: Judi Waters Effective November 14, 2017

Thank you

DJ/cm

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM

COUNCIL MEETING DATE: 11/14/2017

DEPARTMENT: Planning and Regulation	BY: Jeff Patterson, Planning Director	DATE: 11/3/17
<p>SUBJECT: Request for a Conditional Use Permit to allow a Temporary Helipad to be located at 610 Riverwalk Dr., zoned "C-2" Commercial 2 District, pursuant to Section 56-41, Table 5 Permitted Other Uses(2)(a).</p> <p>Applicant: Espejo Helicopters 101 N. Shoreline Blvd. Ste. 400 Corpus Christi, TX 78401</p>		
<p>SYNOPSIS, HISTORY and IMPACT (SAFETY AND WELFARE/FINANCIAL/PERSONNEL/INFRASTRUCTURE/ETC.): The applicant is requesting a Conditional Use Permit to allow the installation of a temporary helipad to be located in the parking lot between Project Park and the Pecos River Village along Riverwalk Dr. The applicant plans to offer helicopter tours of the Christmas on the Pecos light festival. The applicant has provided a copy of the air tour authorization from the FAA in accordance with 14 CFR §91.147. This rule requires the helicopter to be inspected by the FAA and any safety sensitive positions (pilots and mechanics) to be enrolled in a drug program. The applicant has also provided some detail as to what they will need to place the helipad in the river front parking lot. As the area where the applicant is seeking to install the temporary helipad is City owned property, the applicant needs approval from the City Council. The applicant will be required to purchase a Business Registration with the City's Licensing and Permitting department. The applicant also should be required to submit the projected hours of operation and a preliminary route map or diagram to determine what areas are intended to be flown over as well as what landing and takeoff approaches will be utilized.</p> <p>At the November 6, 2017, Planning and Zoning Commission meeting, the applicant, Caleb Wade, answered questions posed by the Commission. Mr. Wade said he will carry three passengers on each helicopter trip, and he will take a route up the river to the flumes and then back across town, flying at an altitude of 500' across town and lower over the river. Hours of operation would be 5-10 p.m., from Thanksgiving until just after New Year. The only radio chatter will be between him and the EMS helicopter, which has the right of way. It was suggested at the Commission meeting that Mr. Wade should have someone on the ground at the helipad location with a radio that Mr. Wade could contact to inform the ground crew that the helicopter was on its approach to landing. There will be one person for ticket sales and one person for unloading and loading. There was discussion of noise complaints, lighting, and safety. It was also recommended that the portion of the parking lot being proposed as the helipad area be blocked off during operation of the helicopter tours.</p> <p><i>Comprehensive Plan: Strategy 2030</i> goals and policies that are applicable to this request are: Chapter 5: Economic Development: Goal 5: Better promote Carlsbad and improve City communications with citizens, visitors and future residents. Goal 8: Develop more outside recreational amenities in Carlsbad for both residents and visitors.</p>		

Goal 9: Support the addition of more quality-of-life amenities in Carlsbad.

DEPARTMENT RECOMMENDATION: Planning Staff recommends approval with the following conditions:

1. The applicant shall seek and secure approval from the Carlsbad City Council prior to beginning operations.
2. The applicant shall purchase a Business Registration with the City's Licensing and Permitting Department.
3. The applicant shall work with City staff to ensure the installation of the helipad and operation of the helicopter tours does not cause or raise any safety concerns or conflicts with normal park activities or other City operations.
4. The applicant shall provide projected hours of operation as well as a map or diagram that shows potential routes to be flown as well as takeoff and landing approaches.

PLANNING AND ZONING COMMISSION RECOMMENDATION: Based on review of the application and staff comments, at their meeting on November 6, 2017, the Planning and Zoning Commission considered this item and voted to approve with a vote of four (4) in favor, zero (0) against, and one (1) absent, with the following conditions:

1. The applicant shall seek and secure approval from the Carlsbad City Council prior to beginning operations.
2. The applicant shall purchase a Business Registration with the City's Licensing and Permitting Department.
3. The applicant shall work with City staff to ensure the installation of the helipad and operation of the helicopter tours does not cause or raise any safety concerns or conflicts with normal park activities or other City operations.
4. The applicant shall provide projected hours of operation as well as a map or diagram that shows potential routes to be flown as well as takeoff and landing approaches.
5. Mr. Wade should have someone on the ground at the helipad location with a radio that Mr. Wade could contact to inform the ground crew that the helicopter was on its approach to landing.

BOARD/COMMISSION/COMMITTEE ACTION:

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

Reviewed by

City Administrator: /s/ Steve McCutcheon

Date: 11-9-2017

ATTACHMENTS: Application materials, FAA letter, map.

MINUTES OF THE REGULAR MEETING OF THE

**City of Carlsbad
Planning & Zoning Commission**

November 6, 2017, at 5:00 p.m.

**Meeting Held in the Annex Planning Room
114 S. Halagueno**



CITY OF CARLSBAD
CARLSBAD, NEW MEXICO

PLANNING AND ZONING COMMISSION

Monday, November 6, 2017, at 5:00 PM
Municipal Annex 114 S. Halagueno Street
Planning Room

1. Roll call of voting members and determination of quorum.
2. Approval of Agenda.
3. Approval of Minutes from the Meeting held October 2, 2017.
4. Consider a recommendation of approval for a temporary helipad at 601 Riverwalk Dr.
5. Consider a preliminary plat for Fountain Hills Unit 12 Subdivision, containing 10 lots.
6. Report regarding Summary Review Subdivisions.
7. Adjourn.

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

MINUTES OF A REGULAR MEETING OF THE CITY OF CARLSBAD PLANNING & ZONING COMMISSION HELD IN THE MUNICIPAL ANNEX PLANNING ROOM, 114 S. HALAGUENO STREET, NOVEMBER 6, 2017, AT 5:00 P.M.

VOTING MEMBERS PRESENT:

**JAMES KNOTT
BRIGIDO GARCIA
LASON BARNEY
BRAD NESSER**

**CHAIRPERSON
COMMISSIONER
COMMISSIONER
COMMISSIONER**

VOTING MEMBERS ABSENT:

JAMES MCCORMICK

COMMISSION SECRETARY

EX-OFFICIO MEMBERS PRESENT:

**JEFF PATTERSON
GEORGIA GOAD
PAT CASS**

**PLANNING DIRECTOR
PLANNING DEPUTY DIRECTOR
DIRECTOR OF UTILITIES**

SECRETARY PRESENT:

PATTIE PISTOLE

**PLANNING AND REGULATION
DEPARTMENT SECRETARY**

OTHERS PRESENT:

**KEN THURSTON
KENT THURSTON
JULIE WADE
MICHAEL SHORES
CALEB WADE (BY PHONE)**

**LAS CRUCES, NM
LAS CRUCES, NM
816 FOUNTAIN
3502 HIDALGO**

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 Start Recording [5:00:07 PM]

0:00:04 **1. Roll call of Voting Members and Determination of Quorum.**

Roll was called, confirming the presence of a quorum of commission members. The following members were present—**Mr. Nesser, Mr. Knott, Mr. Barney, Mr. Garcia**; Absent—**Mr. McCormick**.

0:00:31 **2. Approval of Agenda.**

Mr. Patterson explained that Item #4 for a Conditional Use is not a recommendation, as listed on the Agenda. The decision rests with the Planning and Zoning Commission for the Conditional Use. However, the applicant will have to get permission from City Council to operate on City property.

Mr. Nesser made a motion to approve the Agenda as corrected; **Mr. Barney** seconded the motion. The vote was as follows: **Yes—Mr. Nesser, Mr. Knott, Mr. Barney, Mr. Garcia**; No—None; Abstained—None; Absent—**Mr. McCormick**. The motion carried.

0:00:31

3. Approval of Minutes from Meeting held October 7, 2017.

Mr. Nesser made a motion to approve the Minutes; **Mr. Garcia** seconded the motion. The vote was as follows: **Yes–Mr. Nesser, Mr. Knott, Mr. Barney, Mr. Garcia**; No–None; Abstained–None; Absent–**Mr. McCormick**. The motion carried.

0:01:51

4. Consider approval for a temporary helipad at 601 Riverwalk Dr.

Ms. Wade was present, and **Mr. Wade** was on speakerphone, so that they could both answer questions regarding the application. **Mr. Patterson** explained that the applicant wants to conduct helicopter tours during the holidays. The FAA has already approved. The 55' x 55' landing area will be fenced, and there will be someone there to keep people away from the area during takeoff and landing. In answer to an inquiry, **Mr. Wade** said he can bring in additional lighting if needed. **Mr. Patterson** stated that the applicant still needs to get permission from the City to operate in that location, and then will need to secure a business registration. **Mr. Wade** said he will carry three passengers on a route to the flumes and across town, flying at an altitude of 500' across town and lower over the river. Hours of operation would be 5-10 p.m., from Thanksgiving until just after New Year. The only radio chatter will be between him and the EMS helicopter, which has the right of way. There will be one person for ticket sales and one person for unloading and loading. There was discussion of noise complaints, lighting, and safety. There was no public comment.

Mr. Garcia made a motion to approve the Conditional Use with conditions listed; **Mr. Nesser** seconded the motion. The vote was as follows: **Yes–Mr. Nesser, Mr. Knott, Mr. Barney, Mr. Garcia**; No–None; Abstained–None; Absent–**Mr. McCormick**. The motion carried.

0:29:18

5. Consider a preliminary plat for Fountain Hills Unit 12 Subdivision, containing 10 lots.

Mr. Ken Thurston was present to represent the application. **Mr. Patterson** explained that the application is for ten new residential lots west of Miehl Drive. There would be no new streets constructed, and the water would be tied into existing infrastructure in the street. Septic systems would be installed to provide sanitary sewer. The applicant will be asking for a variance regarding sidewalks at the next meeting. Public Works, Engineering, and Planning all recommended approval, provided fire hydrants were installed. The Fire Department will be contacted to see how many and where they should be.

Mr. Thurston added that there was more than enough water pressure in the area, so they would need to use pressure reducing valves. The ten lots would all be one acre or larger, with drive pads for each home. The right of way would be 50' on the west and 80' on the east. There was no public comment.

Mr. Nesser made a motion to approve the Preliminary Plat with conditions listed, including approval of the sidewalk variance; **Mr. Barney** seconded the motion. The vote was as follows: **Yes–Mr. Nesser, Mr. Knott, Mr. Barney, Mr. Garcia**; No–None; Abstained–None; Absent–**Mr. McCormick**. The motion carried.

0:46:16

6. Report regarding Summary Review Subdivisions.

There were no questions regarding the plats.

Mr. Shores questioned a letter he had received regarding a Temporary Housing application in his neighborhood. **Ms. Goad** explained that the applicant had mailed the letters but had not submitted an application, so it was not included on tonight's agenda. If the application is submitted, then it will probably be on the agenda for the December meeting.

0:47:58 **7. Adjourn.**

There being no further business, the meeting was adjourned.

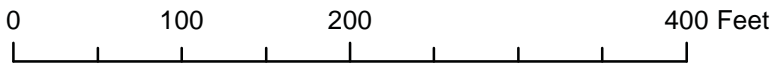
0:48:03 Stop Recording [5:48:10 PM]

Chairman

Date



Conditional Use - Temporary Helipad





CITY OF CARLSBAD

Planning, Engineering, and Regulation Department

PO Box 1569, Carlsbad, NM 88221

Phone (575) 885-1185

Fax (575) 628-8379

CONDITIONAL USE PERMIT APPLICATION

(INCLUDING HOME OCCUPATIONS)

PROCESS FOR ACCEPTANCE AND REVIEW OF PLANNING AND ZONING COMMISSION MATTERS

1. The Planning and Zoning Commission's regularly scheduled meetings are on the **FIRST MONDAY OF THE MONTH**. Applicant should obtain an Application Packet for the particular type of request (Zone Change, Subdivision, Variance, Annexation, Conditional Use, etc.) from the City of Carlsbad, Planning, Engineering, and Regulation Office.
2. **Applicant must submit a completed Application to the Planning, Engineering, and Regulation Office on, or before, the FIRST FRIDAY OF THE MONTH prior to the desired Commission meeting.** The minimum application packet submittal is one (1) copy of the Application with original signatures and all required supporting documents. A letter of explanation or clarification may also be provided. The required non-refundable application fee is due with submittal of the application.

The desired maximum size for all documents is 11"x17". **However, if the applicant wishes to support his or her application with larger size documents, an original and eight (8) copies need to be provided.** Separate arrangements for copying these large documents may be possible, but will incur additional costs.

3. The Planning, Engineering, and Regulation Office will give the Application an initial cursory review. If deficiencies or questions are noted, the Applicant will be advised and provided an opportunity to supplement the application. If the Applicant fails to complete and resubmit the application prior to the above deadline, the matter will not be heard until the next subsequent Commission meeting. The original application fee will be retained and will suffice for the specific original application for a period of 90-days from the date of the original application.
4. Applications appearing complete will be set for full evaluation by City Staff prior to the Commission meeting. The purpose of this evaluation is to develop and provide a full briefing report for the Commission. Applicants will be advised of deficiencies noted during this review and will be afforded opportunity to supplement their application during their presentation to the Commission, if they so desire.
5. The Planning and Zoning Commission will vote to approve or deny the request. Applicant or his/her representative must be present to address any questions that Planning and Zoning Commissioners may have. Appeals of Planning and Zoning Commission decisions will be heard by the City Council pursuant to Sec. 56-150(c).
6. The applicant shall mail notice of the Planning and Zoning Commission hearing, via certified mail, to all property owners within one-hundred feet (100') of the subject site. Evidence of such notification shall be provided with the application. In addition, the applicant shall post a sign, provided by the City, at the property at least 5 days prior to the public hearing.



Receipt Date Stamp
NOV - 1 2017

CITY OF CARLSBAD

*Planning, Engineering, and
Regulation Department*

PO Box 1569, Carlsbad, NM 88221

Phone (575) 885-1185

Fax (575) 628-8379

CONDITIONAL USE PERMIT APPLICATION

(INCLUDING HOME OCCUPATIONS)

Sec. 56-150(f)

Application Date: 10-30-17

Fee Paid (\$50.00): _____

APPLICANT INFORMATION:

Espejo Helicopters 101 N. Shoreline Blvd. Suite 400

NAME

ADDRESS

Corpus Christi TX 78401

361-500-4981

info@espejohelicopters.com

CITY

STATE

ZIP

PHONE

EMAIL

PROPERTY OWNER INFORMATION (IF DIFFERENT FROM APPLICANT*):

City Of Carlsbad P.O. Box 1569

NAME

ADDRESS

Carlsbad NM 88220

575-885-1185

jepatterson@cityofcarlsbadnm.com

CITY

STATE

ZIP

PHONE

EMAIL

* If the applicant is not the property owner, a signed affidavit from the property owner, consenting to submittal of the application, must be included with the application.

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

601 Riverwalk Dr.

ADDRESS

LOT

BLOCK

SUBDIVISION

ZONING OF PROPERTY: C-2

TYPE OF CONDITIONAL USE REQUESTED (IF HOME OCCUPATION, INDICATE TYPE): _____

temporary landing spot to conduct helicopter tours during Christmas on the Pecos

JUSTIFICATION FOR REQUEST AND SITE PLAN: (Describe the proposed use and any conditions on the property or within the neighborhood that may affect the use i.e. parking, building locations, neighborhood character, etc. Include a site plan, drawn to scale or with accurate dimensions, showing property lines, fences and/or walls, setbacks, building and structure locations and parking areas. Attach a separate sheet if necessary.)

We would like to use the parking lot for a take off and landing location to conduct nonstop commercial air tours within 25 statute miles, during the times of "Christmas on the Pecos".

The landing zone will be temporary, therefore not requiring markings or lighting. Everything on-site will be temporary and will be taken down when the tours are complete.

The parking lot north of the Pecos River Play Ground (address being 601 Riverwalk Dr.) has sufficient room to land and takeoff. We will have the helicopter fenced off with an employee present at all times, keeping customers and/or on lookers from approaching the helicopter.

As there are no standard regulations for helipad size, a fenced landing zone of 55'x55' will be sufficient space for our Robinson R44 to ensure the utmost safety.

FOR OFFICIAL USE ONLY:

Required prior to P & Z:

Complete Application Including:

- | | | | |
|---|---|---------------------------------------|--|
| <input type="checkbox"/> Site Plan | <input type="checkbox"/> Fee | <input type="checkbox"/> Notification | <input type="checkbox"/> Letter of Explanation |
| <input type="checkbox"/> Sign Posting Agreement | | | <input type="checkbox"/> Sign Posted |
| <input type="checkbox"/> ABM | <input type="checkbox"/> Staff Comments | | <input type="checkbox"/> Application Packet |

P & Z Action: ☐ Approved ☐ Denied ☐ Other Date: _____

CITY OF CARLSBAD
AFFIDAVIT BY PROPERTY OWNER(S)

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

APPLICATION TYPE:

☐ **ZONING CHANGE** ☒ **CONDITIONAL USE** ☐ **VARIANCE** ☐ **TEMPORARY USE**

STATE OF NEW MEXICO))
COUNTY OF EDDY) SS)

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

ADDRESS OF PROPERTY: 601 Riverwalk dr.

STREET ADDRESS

LEGAL DESSCRPTION: _____

SUBDIVISION

BLOCK

LOT OR TRACT

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

AGENT: Espejo Helicopters (Caleb Wade) 575-302-0386

NAME

PHONE

101 N. Shoreline Blvd. Suite 400 Corpus Christi, TX 78401

ADDRESS

I (WE) UNDERSTAND, CONCUR AND AFFIRM:

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

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

OWNER 1:

BY: _____
SIGNATURE

BY: _____
PRINTED NAME

ACKNOWLEDGED, SUBSCRIBED, AND SWORN

to before me this _____ day of _____,

20____, by _____.

Notary Public _____

My commission expires: _____

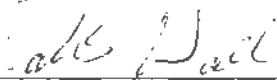
**(ADDITIONAL OWNERS:
ATTACH SEPARATE SHEETS
AS NECESSARY)**

NOTIFICATION SIGN POSTING AGREEMENT

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

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

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



APPLICANT SIGNATURE

10-30-17

DATE

Sign issued by:

Staff Member



Date: 10-30-17

Dear Property Owner,

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

Applicant:	Espejo Helicopters	101 N. Shoreline Blvd Suite 400	361-500-4981
	Name	Address	Phone
Subject Site Location:	Parking lot of 610 Riverwalk Dr.		

The proposed action is a:

☐ Zoning Change from _____ to _____ in accordance with Sec. 56-150(b).

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

The purpose of the variance/appeal is:

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

- ☐ Home Occupation: _____
- ☒ Other Use: temporary T/O landing site for helicopter

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

Date: Nov. 6, 2017

Time: 5:00pm

Place: **City Annex Planning Room**

114 S. Halagueno St.

Carlsbad, NM 88220

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

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

Sincerely,



Applicant/Agent



U.S. Department
of Transportation
**Federal Aviation
Administration**

Flight Standards District Office

10100 Reunion Place, Suite 200
San Antonio, Texas 78216
(210)308-3300, FAX: (210)308-3399

August 29, 2017

Thomas A. Gates, Jr.
Responsible Person
Espejo Helicopters, LLC
101 North Shoreline Boulevard
Corpus Christi, Texas 78401

Dear Mr. Gates:

Enclosed, please find two copies of your Authorization Paragraphs A001, A004, A049, and the Table of Contents for Part A, as required by 14 CFR Part 91.147. Please review these paragraphs, and if you concur, sign in the appropriate space. Return one of the signed copies to this office within 10 days from receipt of this letter.

The authorization is for the following aircraft in Table 1:

Table 1 – Airplane Identification

Serial Number	Registration Number	Airplane M/M/S
1091	N883PM	Robinson R-44 Raven

Please do not hesitate to call this office at 210-308-3300 if you have any questions.

Sincerely,

Randolph P. Loveless
Manager, San Antonio FSDO

4 Enclosures (2)



U.S. Department
of Transportation
Federal Aviation
Administration

14 CFR Part 91 Operations

Table of Contents

Part A

	HQ CONTROL DATE	EFFECTIVE DATE	AMENDMENT NUMBER
001 Issuance and Applicability	07/14/2011	08/30/2017	0
004 Summary of Authorizations	08/31/2004	08/30/2017	0
Commercial Air Tour Operations Authorization and			
049 Antidrug and Alcohol Misuse Prevention Program	07/17/2009	08/30/2017	0
Registration			



U.S. Department
of Transportation
**Federal Aviation
Administration**

14 CFR Part 91 Operations

Waiver or Letter of Authorization Issuance and Applicability

1. These documents are issued to Espejo Helicopters , whose principal base of operation is located at:

Primary Business Address:
101 N. Shoreline Blvd
Suite 400
Corpus Christi, Texas 78401

2. A change in the aircraft base of operations location constitutes an administrative change only to this Letter of Authorization (LOA) A001 and would not require nor preclude a new inspection.

a. The existing authorizations, deviations, waivers, etc., are still valid and not intended to be reissued due to a change in the operator's base of operations.

b. If the operator relocates its principal base of operations (address) listed in subparagraph 1 above, it must notify, in writing, the losing Flight Standards District Office (FSDO) of its new location and mailing address within 30 calendar days following relocation and, advise the losing FSDO of the receiving FSDO where the operator proposes to do business.

3. The attached waivers, authorizations, and/or deviations are effective as of the "Date Approval is Effective" listed in each authorizing document, and those issued without an expiration date shall remain in effect as long as the party listed in subparagraph 1 above continues to meet all appropriate Parts of the CFR or until any of the following:

- a. It is voluntarily surrendered by the operator,
- b. The operator ceases to be the operator of the aircraft listed in the applicable authorization,
- c. It is surrendered or revoked for cause by the FAA,
- d. The person signing the authorizing document relinquishes responsibility,
- e. The aircraft changes ownership and should be removed from the authorizing document,
- f. An aircraft or listed equipment is no longer used for that operation and should be removed from the authorization,
- g. An aircraft or other equipment needs to be added to the existing authorizing document,
- h. An aircraft listed on the authorization changes nationality numbers,
- i. An aircraft listed on the authorization is issued an experimental, special airworthiness certificate for research and development (R&D) or changes projects associated with an experimental, special airworthiness certificate for the purpose of R&D.



U.S. Department
of Transportation
**Federal Aviation
Administration**

14 CFR Part 91 Operations

4. If the Responsible Person as the signee changes for an authorization, the Responsible Person or the operator should notify the issuing office of the change within 30 days and request an updated LOA.

HQ Control: 07/14/2011

HQ Revision: 020

This Waiver or Authorization is Issued by the Federal Aviation Administration and approved by direction of the Administrator.



Digitally signed by Randolph P Loveless, Manager (SW17)
[1] EFFECTIVE DATE: 8/30/2017, [2] AMENDMENT #: 0
DATE: 2017.08.30 09:49:18 -05:00

I hereby accept and receive this Waiver or Authorization.

9-7-17

Gates, Thomas A., Jr., Resp Pers-Air Tours Bus. Mgmt Date



U.S. Department
of Transportation
**Federal Aviation
Administration**

14 CFR Part 91 Operations

Letter of Authorization

Summary of Authorizations

The operator, in accordance with the reference documents, is authorized to:

Conduct commercial air tour operations under 14 CFR Section 91.147.

Reference
Paragraphs
A049

HQ Control: 08/31/2004

HQ Revision: 000

This Waiver or Authorization is Issued by the Federal Aviation Administration and approved by direction of the Administrator.



Digitally signed by Randolph P Loveless, Manager (SW17)
[1] EFFECTIVE DATE: 8/30/2017, [2] AMENDMENT #: 0
DATE: 2017.08.30 09:48:20 -05:00

I hereby accept and receive this Waiver or Authorization.

9-7-17

Gates, Thomas A., Jr., Resp Pers-Air Tours Bus. Mgmt Date



U.S. Department
of Transportation
**Federal Aviation
Administration**

14 CFR Part 91 Operations

Letter of Authorization **Commercial Air Tour Operations Authorization and** **Antidrug and Alcohol Misuse Prevention Program Registration**

1. The operator, Espejo Helicopters, that is documented at the end of this Letter of Authorization (LOA), is authorized to conduct commercial air tour operations under Title 14 Code of Federal Regulations (CFR) Section 91.147 in accordance with the limitations and provisions of this LOA and is subject to the condition that all operations are conducted within the applicable airspace.

The operator is authorized to use only the business name which appears in subparagraph 1., above, to conduct the commercial air tour operations described in this authorization.

2. Authorized Aircraft. The aircraft used for Section 91.147 commercial air tour operations are listed in Table 1 below:

Table 1 – Aircraft Authorized for Commercial Air Tour Operations Under Section 91.147

Aircraft M/M/S	Aircraft Registration No.
R-44-44	N883PM

3. The commercial air tour operator has the following agreements with other parts of the FAA including air traffic or associations outside of the FAA. The documentation of these agreements below does not imply nor require that the agreements are authorized by the Flight Standards principal inspector. (If there are no agreements, enter N/A in Table 2.)

Table 2 - Agreements with Other Parts of the FAA or Associations outside of the FAA

Kind of or Description of Agreement	FAA or Other Association
N/A	N/A

4. Antidrug and Alcohol Misuse Prevention Program Registration. The operator certifies that it will comply with the requirements of 14 CFR Part 120 and 49 CFR Part 40 for its Antidrug Testing and Alcohol Misuse Prevention Program. Antidrug and Alcohol Misuse Prevention Program records are maintained and available for inspection by the FAA's Drug Abatement Compliance and Enforcement Inspectors at the location listed in Table 3 below (*This should be the company location where the Drug Abatement Compliance and Enforcement Inspectors will conduct the inspection and not the consortium, lab, or third party administrator*):

Table 3 - Registration and Record Location for the Antidrug and Alcohol Misuse Prevention Program Registration

Location of Antidrug and Alcohol Misuse Prevention Program Records:	Telephone Number:
---	-------------------



U.S. Department
of Transportation
**Federal Aviation
Administration**

14 CFR Part 91 Operations

Address:	Analytical Testing	(361) 289-8222
Address:	2209 North Padre Island Drive STE O	
City:	Corpus Christi	
State:	TX	
Zip code:	78408	

(a) All Antidrug and Alcohol Misuse Prevention Program inspections, guidance and enforcement activity will be conducted exclusively by the Drug Abatement Division of the FAA. All questions regarding this program should be directed to the Drug Abatement Division.

(b) The operator must implement its Antidrug and Alcohol Misuse Prevention Program fully in accordance with 14 CFR Part 120 and 49 CFR Part 40.

(c) The operator is responsible for ensuring that its contractors who perform safety-sensitive work for the operator are subject to an Antidrug and Alcohol Misuse Prevention Program.

(d) The operator is responsible for updating this registration when any of the following changes occur:

(1) Location or phone number where the Antidrug and Alcohol Misuse Prevention Records are kept.

(2) If the operator's number of safety-sensitive employees goes to 50 and above, or falls below 50 safety-sensitive employees.

(e) The operator with 50 or more employees performing a safety-sensitive function on January 1 of the calendar year must submit an annual report to the Drug Abatement Division of the FAA. The operator with fewer than 50 employees performing a safety-sensitive function on January 1 of any calendar year must submit an annual report upon request of the Administrator, as specified in the regulations.

(f) The operator has fewer than 50 safety-sensitive employees.

5. **Responsible Person.** The Responsible Person for commercial air tour operations may be either an agent for service (who must be a U.S. citizen) or a person who accepts responsibility for complying with the stated regulations by signing this document.

(a) If the Responsible Person signing this LOA relinquishes responsibility, this LOA becomes invalid.

(b) Enter the name, e mail address, and telephone number in Table 4 of the person responsible for the management of the business and the person responsible for the aircraft maintenance.

Table 4 - Responsible Persons

Name	Responsibility	E-mail Address	Telephone Number
Wade, Bryan C.	Aircraft Maintenance	caleb@espejohelicopters.com	575-302-0386



U.S. Department
of Transportation
Federal Aviation
Administration

14 CFR Part 91 Operations

Name	Responsibility	E-mail Address	Telephone Number
Gates, Thomas A. Jr.	Business Management	tgates772@gmail.com	817-266-8177

6. If the operator conducts overflights of National Parks and/or Abutting Tribal Lands in its commercial air tour operations per 14 CFR Section 136.37 that requires specific authorization, LOA/OpSpec B057 must also be issued.

HQ Control: 07/17/2009

HQ Revision: 01a

This Waiver or Authorization is Issued by the Federal Aviation Administration and approved by direction of the Administrator.



Digitally signed by Randolph P Loveless, Manager (SW17)
[1] EFFECTIVE DATE: 8/30/2017, [2] AMENDMENT #: 0
DATE: 2017.08.30 09:49:33 -05:00

I hereby accept and receive this Waiver or Authorization.

8-7-17

Gates, Thomas A., Jr., Resp Pers-Air Tours Bus. Mgmt Date



Jeff Patterson <jepatterson@cityofcarlsbadnm.com>

Air Tours in Carlsbad NM

7 messages

Albert.Hilliard@faa.gov <Albert.Hilliard@faa.gov>

Tue, Oct 3, 2017 at 8:06 AM

To: jepatterson@cityofcarlsbadnm.com

Cc: Arturo.Castillo@faa.gov, Vee.Stewart@faa.gov, Aaron.Robinson@faa.gov

Mr Patterson,

The operator of the helicopter would need an air tour authorization issued by the FAA in accordance with 14 CFR §91.147. This rule would require that the helicopter be inspected by the FAA and any safety sensitive positions (pilots and mechanics) be enrolled on a drug program. The operator should be able to provide the letter of authorization or an "Operations Specification." If the city is agreeable to the helicopter tours and the operator does not have an authorization they can apply for one.

I am happy to review any documents shared by the operator.

Best regards,

Louis Hilliard

Aviation Safety Inspector

Lubbock Flight Standards District Office

5225 S Loop 289, Ste 122

Lubbock TX 79424

(806) 740-3824 – direct office line

Jeff Patterson <jepatterson@cityofcarlsbadnm.com>

Tue, Oct 3, 2017 at 9:48 AM

To: Eileen Riordan <epriordan@cityofcarlsbadnm.com>

Eileen, Mr. Hilliard has given us the requirements needed for the helicopter tours to take place. I will look in our ordinance to see if we currently have any restrictions regarding helicopter flights and landing within the City limits.

[Quoted text hidden]

Jeff Patterson

Director, Planning and Regulation Dept.

City of Carlsbad

575-885-1185

Ext. 2221

Jeff Patterson <jepatterson@cityofcarlsbadnm.com>

Tue, Oct 3, 2017 at 10:47 AM

To: Eileen Riordan <epriordan@cityofcarlsbadnm.com>, Mike Hernandez <mahernandez@cityofcarlsbadnm.com>, Steve McCutcheon <svmmcutehon@cityofcarlsbadnm.com>, caleb@espejohelicopters.com

Per the Zoning Ordinance, we allow Airport/Heliport as a Conditional Use in C-2 zones and as an Allowed Use in Industrial zones. The Rec Center Parking lots and the Pecos River Village area are zoned C-2. We will need the helicopter pilot, or his group, to apply for a Conditional Use Permit and have the Planning and Zoning Commission approve of the application. That Conditional Use application should include whatever the requirements for space, lighting or markings, and fencing the pilot will need to safely take off and land. Also, as Mr. Hilliard from the FAA has pointed out, that Conditional Use application should also include the air tour authorization issued by the FAA in accordance with 14 CFR §91.147. This rule would require that the helicopter be inspected by the FAA and any safety sensitive positions (pilots and mechanics) be enrolled on a drug program. If it is decided that the City wants the helicopter to take off and land at the Rec Center, or any other park area, we will need to take that request to Council for approval as well.

[Quoted text hidden]

Caleb Wade <caleb@espejohelicopters.com>

Fri, Oct 6, 2017 at 10:17 AM

To: Jeff Patterson <jepatterson@cityofcarlsbadnm.com>

Hey Jeff! We do have a 91.147 LOA for nonstop commercial air tours. If there is any way we could get a Conditional Use Permit sent to us that would be great. Thanks!

[Quoted text hidden]

--

Caleb Wade

Pilot

Espejo Helicopters

(C) 575-302-0386

(O) 361-500-4981

caleb@espejohelicopters.com

Jeff Patterson <jepatterson@cityofcarlsbadnm.com>

Fri, Oct 6, 2017 at 11:16 AM

To: Caleb Wade <caleb@espejohelicopters.com>

See attached. Thanks!

[Quoted text hidden]

**Conditional Use Permit Application fillable.pdf**

244K

Jeff Patterson <jepatterson@cityofcarlsbadnm.com>

Wed, Nov 1, 2017 at 10:44 AM

To: Albert.Hilliard@faa.gov

Mr. Hilliard, attached are the documents provided by Espejo Helicopters out of Corpus Christie, TX. If you have time, do you mind reviewing these documents and letting me know if they seem in order for a helicopter tour service? Thanks!

[Quoted text hidden]

--

Jeff Patterson

Director, Planning and Regulation Dept.

City of Carlsbad

575-885-1185

Ext. 2221

**Letter Of Authorization Part 91.pdf**

1194K

Albert.Hilliard@faa.gov <Albert.Hilliard@faa.gov>

Wed, Nov 1, 2017 at 12:00 PM

To: jepatterson@cityofcarlsbadnm.com

They look ok to me. Just make sure the helicopter listed is the one that shows up.

From: Jeff Patterson [mailto:jepatterson@cityofcarlsbadnm.com]
Sent: Wednesday, November 01, 2017 11:44 AM
To: Hilliard, Albert L (FAA) <Albert.Hilliard@faa.gov>
Subject: Re: Air Tours in Carlsbad NM

[Quoted text hidden]

RESOLUTION NO. 2017- _____

A RESOLUTION ACCEPTING THE DONATION
BY THE CARLSBAD SCHOOL DISTRICT OF THE
PROPERTY AND IMPROVEMENTS COMMONLY
KNOWN AS PATE ELEMENTARY SCHOOL, 120
KIRCHER STREET, CARLSBAD, NM AND
AUTHORIZING THE MAYOR AND THE CITY
ADMINISTRATOR TO EXECUTE ALL
NECESSARY DOCUMENTS.

WHEREAS, the Carlsbad School District, hereinafter referred to as the “District”, owns the property commonly known as Pate Elementary School, 120 Kircher Street, Carlsbad, NM, hereinafter referred to as “Pate School”; and

WHEREAS, the District is no longer using Pate Elementary as a school; and

WHEREAS, the District has graciously offered to donate Pate School to the City of Carlsbad, hereinafter referred to as the “City”; and

WHEREAS, the City wishes to use Pate School to replace its existing San Jose Senior Citizens Center.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CARLSBAD, COUNTY OF EDDY, STATE OF NEW MEXICO, THAT:

1. The City agrees to accept the donation from the Carlsbad School District of the property and improvements commonly known Pate Elementary School, 120 Kircher Street, Carlsbad, NM subject to the negotiation of mutually agreeable donation terms.
2. The Mayor and the City Administrator is authorized to execute all documents necessary to complete this transaction.

INTRODUCED, PASSED, ADOPTED, AND APPROVED this __ day of _____ 2017.

DALE JANWAY, MAYOR

ATTESTED:

CITY CLERK

**CITY OF CARLSBAD
AGENDA BRIEFING MEMORANDUM**

COUNCIL MEETING DATE: 11/14/17

DEPARTMENT: Engineering	BY: Jason Burns, Projects Administrator	DATE: 11/08/17												
SUBJECT: 2018 Roadway Program														
SYNOPSIS, HISTORY and IMPACT (SAFETY AND WELFARE/FINANCIAL/PERSONNEL/INFRASTRUCTURE/ETC.): <p>The City proposes to submit a Project Feasibility Form (PFF) for the 2018 Roadway Program for the rehabilitation of North 8th Street. The PFF is the first phase in the application process for the 2018 Roadway Program. The total cost of the project is estimated to be \$1,500,000.00 exclusive of engineering, gross receipts tax, and testing. The City match for this project is estimated to be 14.56% or \$364,000.00.</p> <p>The North 8th Street Rehabilitation project will begin at the intersection of US Hwy 285 and continue South to the intersection of W Church and N 8th St, which is approximately .95 of a mile. The Typical Section will include a 3-lane roadway with 2 travel lanes, bicycle lanes, and a center turn lane, grading and drainage improvements. N. 8th St is considered a Minor Arterial, as it is the main access and egress to Carlsbad High School.</p> <p>The existing pavement is 39 feet in width. The existing pavement is showing signs of age and exhibiting moderate to severe distress including transverse cracking and block cracking.</p> <p>As mentioned above, N 8th St is Minor Arterial, and a vital through fare for the City of Carlsbad and the City of Carlsbad Public Schools. North 8th Street will provide a viable access and alternative to the congestion currently being seen on Canal Street (US 62/285). This will provide for System Reliability, Freight Movement & Economic Vitality, System Connectivity, Infrastructure Condition Safety, Congestion Reduction and Environmental Sustainability.</p>														
DEPARTMENT RECOMMENDATION: Council consideration is requested to submit the Project Feasibility Form for the 2018 Roadway Program.														
BOARD/COMMISSION/COMMITTEE ACTION: <table style="width: 100%; border: none;"><tr><td><input type="checkbox"/> P&Z</td><td><input type="checkbox"/> Lodgers Tax Board</td><td><input type="checkbox"/> Cemetery Board</td><td><input type="checkbox"/> APPROVED</td></tr><tr><td><input type="checkbox"/> Museum Board</td><td><input type="checkbox"/> San Jose Board</td><td><input type="checkbox"/> Water Board</td><td><input type="checkbox"/> DISSAPPROVED</td></tr><tr><td><input type="checkbox"/> Library Board</td><td><input type="checkbox"/> N. Mesa Board</td><td><input type="checkbox"/> _____ Committee</td><td></td></tr></table>			<input type="checkbox"/> P&Z	<input type="checkbox"/> Lodgers Tax Board	<input type="checkbox"/> Cemetery Board	<input type="checkbox"/> APPROVED	<input type="checkbox"/> Museum Board	<input type="checkbox"/> San Jose Board	<input type="checkbox"/> Water Board	<input type="checkbox"/> DISSAPPROVED	<input type="checkbox"/> Library Board	<input type="checkbox"/> N. Mesa Board	<input type="checkbox"/> _____ Committee	
<input type="checkbox"/> P&Z	<input type="checkbox"/> Lodgers Tax Board	<input type="checkbox"/> Cemetery Board	<input type="checkbox"/> APPROVED											
<input type="checkbox"/> Museum Board	<input type="checkbox"/> San Jose Board	<input type="checkbox"/> Water Board	<input type="checkbox"/> DISSAPPROVED											
<input type="checkbox"/> Library Board	<input type="checkbox"/> N. Mesa Board	<input type="checkbox"/> _____ Committee												
Reviewed by _____ /s/ Steve McCutcheon Date: <u>11-9-2017</u>														

ATTACHMENTS: SERPTO Project Feasibility Form (PFF) and Resolution authorizing submittal of an application for Transportation Roadway Improvement Funds



SERTPO

PROJECT FEASIBILITY FORM (PFF)

For assistance, contact Mary Ann Burr, SERTPO Program Manager,
at (575) 624-6131 or mbsnmedd@plateautel.net

GENERAL INFORMATION

Preparation Date: 11-08-2017

Project Title: North 8th Street Rehabilitation

Requesting Entity: City of Carlsbad

Governing Body Approval:
YES **X** NO

Contact Person: Jason Burns, Projects Engineer

Phone: 575-885-1185

PROJECT DESCRIPTION

Project Type (Circle/boldface/underline all that apply):

ROADWAY

TRANSPORTATION ALTERNATIVE

BRIDGE

SAFETY

OTHER

Route Number and/or Street Name: North 8th Street

Project Termini: US Hwy 285 to West Church St.

Total length of proposed project: 5000 Linear Feet, 0.946 mile

Project Phases to be included in request (Circle/boldface/underline all that apply):

PRELIMINARY ENGINEERING

CONSTRUCTION

CONSTRUCTION MANAGEMENT

NATIONAL PERFORMANCE GOALS

Goals to be addressed (circle/boldface/underline all that apply):

System Reliability | Freight Movement & Economic Vitality | System Connectivity | Infrastructure Condition
Safety | Congestion Reduction | Environmental Sustainability | Reduced Project Delivery Delays

Justification of how this project meets or addresses the goals circled above (use additional pages if necessary):

The North 8th Street Rehabilitation project will begin at the intersection of US Hwy 285 and continue South to the intersection of W Church and N 8th St, which is approximately .95 of a mile. The Typical Section will include a 3-lane roadway with 2 travel lanes, bicycle lanes, and a center turn lane, grading and drainage improvements. N. 8th St is considered a Minor Arterial, as it is the main access and egress to Carlsbad High School.

The existing pavement is 39 feet in width. The existing pavement is showing signs of age and exhibiting moderate to severe distress including transverse cracking and block cracking.

As mentioned above, N 8th St is Minor Arterial, and a vital through fare for the City of Carlsbad and the City of Carlsbad Public Schools. North 8th Street will provide a viable access and alternative to the congestion currently being seen on Canal Street (US 62/285). This will provide for System Reliability, Freight Movement & Economic Vitality, System Connectivity, Infrastructure Condition Safety, Congestion Reduction and Environmental Sustainability.

PROJECT COSTS:

Column A			Column B
If project is <u>not</u> phased, complete column A only.			Total Phases No. (1, 2, 3, I, II, III, etc.):
If project is phased, list the amount of funding being currently requested in Column A and complete Column B.			The amount below represents the cost of the entire project and will be greater than Column A.
Project Cost: \$1,500,000.00			Total Project Cost:
Percentage Estimates:			Phased projects are usually large and divided into parts or phases. If you wish to supply any additional information, list comments here:
Total Local Match	14.56%	\$364,000.00	
Total Federal Share	85.44%	\$1,136,000.00	
	100%		

DISTRICT REVIEW:

By:	Date:	Recommended:	Yes	No
-----	-------	--------------	-----	----

SERTPO

Topics to discuss during PFF meetings:

- Is the Tribal/Local Public Agency (T/LPA) familiar with the NMDOT T/LPA Handbook? Has a representative of the entity attended one of the T/LPA Handbook trainings? The T/LPA must follow the Handbook.
- Is this project included in any other planning documents? (Comprehensive Plan, ICIP, etc.)
- Is the project within NMDOT ROW? If so, does the district support the project?
 - Are agreements necessary for maintenance and operations? (Lighting agreements, landscaping, etc.)
- The T/LPA needs to understand the reimbursement process and be prepared to pay all costs up front. The T/LPA must follow district instructions for submitting invoices for reimbursement.
- Discuss the requirements for federal funds including reimbursement process, 90 day closeout after project completion, certified testing during construction, Buy America requirements for steel, etc.
 - These items are reimbursable, but they need to be included in the cost estimate (construction engineering)
- The T/LPA must follow the NMDOT specs unless the appropriate NMDOT Design Center grants permission prior to design for the T/LPA to use other specs.
- Maintenance and Operations costs-does the T/LPA have a plan for these?

- Does the T/LPA have a good track record for responsible use/tracking of federal funds? Have they met closeout deadlines? Have they successfully completed other federally funded projects in a timely manner?
- Has the T/LPA had any issues with design/construction in the past?
- Does the T/LPA have major audit findings that would prevent them from being a responsible fiscal agent?

RESOLUTION No. 2017 - _____

City of Carlsbad

A RESOLUTION IN SUPPORT IN THE SUBMITTAL OF AN APPLICATION FOR TRANSPORTATION ROADWAY IMPROVEMENT FUNDING ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR THE REHABILITATION OF NORTH 8th STREET.

WHEREAS, the New Mexico Department of Transportation (NMDOT) is accepting grant applications for Transportation Roadway Improvements funding:

WHEREAS, the Governing Body at its meeting of November 14, 2017, approved the submittal of a grant application rehabilitation of North 8th Street; and

WHEREAS, the project engineer for the City of Carlsbad has determined that the cost of the project to be approximately \$1,500,000.00 exclusive of engineering, gross receipts tax, and testing and recommends a submittal to NMDOT in the amount of \$1,500,000.00 with the city participation at \$364,000.00; and

WHEREAS, NMDOT requires the Governing Body to authorize by Resolution the submittal of an application and commit to participation in the cost of the project; and

WHEREAS, the City of Carlsbad feels the project is necessary and is in the best interest of the public and is committed to serve as the lead agency.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, which The City of Carlsbad supports and approves the submittal of the aforementioned application to NMDOT for the Roadway Improvement Funding Program, and the Governing Body further certifies its commitment to the undertaking and has the local matching funding required to complete the proposed project.

INTRODUCED, APPROVED, PASSED, ADOPTED _____ DAY OF _____, OF 2016.

Dale Janway, Mayor

DATE

ATTEST:

Annette Barrick, City Clerk

DATE

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM

COUNCIL MEETING DATE: 11/14/2017

DEPARTMENT: Street	BY: Luis Camero, Director of Engineering Services	DATE: 11/08/2017												
SUBJECT: South Halagueno Street Storm Water Collection														
SYNOPSIS, HISTORY and IMPACT (SAFETY AND WELFARE/FINANCIAL/PERSONNEL/INFRASTRUCTURE/ETC.): <p>During any rain event, the first 3 blocks of Halagueno Street experience significant flooding, runoff accumulates over the curbs and as far back as the buildings at the Mermod Street, Fox Street and Greene Street intersections and in the case of the 100th block of South Halagueno Street, the entire block becomes a large pool, making it impossible for anyone to park and walk across the street without getting in as much as 1 foot of water.</p> <p>The solution to this problem is to install storm drains along South Halagueno Street to connect to existing storm water drains at Greene Street and Tansill Street, west of South Canal Street. Funding for such a project could come from the Water Trust Board Flood Prevention funding category. In order to qualify for this funding, the City will need to prepare a Preliminary Engineering Report (PER). Funding in the amount not to exceed \$50,000 is available through the NMFA Local Government Planning Fund (LGPF) for planning projects such as this. It is recommended to apply to the NMFA Local Government Planning Fund, for funding in the amount of \$50,000, to conduct a Preliminary Engineering Report (PER) to address drainage issues along the first five (5) blocks of South Halagueno Street.</p> <p>Please consider the enclosed resolution and application.</p>														
DEPARTMENT RECOMMENDATION: <p>To approve and adopt the resolution authorizing and approving the submission of a completed application for financial assistance to complete the PER for the South Halagueno Street Storm Drainage Project</p>														
BOARD/COMMISSION/COMMITTEE ACTION: <table> <tr> <td><input type="checkbox"/> P & Z</td> <td><input type="checkbox"/> Lodgers Tax Board</td> <td><input type="checkbox"/> Cemetery Board</td> <td><input type="checkbox"/> APPROVED</td> </tr> <tr> <td><input type="checkbox"/> Museum</td> <td><input type="checkbox"/> San Jose Board</td> <td><input type="checkbox"/> Water Board</td> <td><input type="checkbox"/> DISAPPROVED</td> </tr> <tr> <td><input type="checkbox"/> Library Board</td> <td><input type="checkbox"/> N. Mesa Board</td> <td><input type="checkbox"/> _____ Committee</td> <td></td> </tr> </table>			<input type="checkbox"/> P & Z	<input type="checkbox"/> Lodgers Tax Board	<input type="checkbox"/> Cemetery Board	<input type="checkbox"/> APPROVED	<input type="checkbox"/> Museum	<input type="checkbox"/> San Jose Board	<input type="checkbox"/> Water Board	<input type="checkbox"/> DISAPPROVED	<input type="checkbox"/> Library Board	<input type="checkbox"/> N. Mesa Board	<input type="checkbox"/> _____ Committee	
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<input type="checkbox"/> Museum	<input type="checkbox"/> San Jose Board	<input type="checkbox"/> Water Board	<input type="checkbox"/> DISAPPROVED											
<input type="checkbox"/> Library Board	<input type="checkbox"/> N. Mesa Board	<input type="checkbox"/> _____ Committee												
Reviewed by City Administrator: /s/ Steve McCutcheon Date: 11-9-2017														

ATTACHMENTS:

RESOLUTION NO. _____

**AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED APPLICATION
FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE
NEW MEXICO FINANCE AUTHORITY**

WHEREAS, the City of Carlsbad is a duly organized municipality created and formed pursuant to the General Incorporation Laws of the Territory of New Mexico (1893) and is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-1 through 6-21-31, NMSA 1978 (“Act”); and

WHEREAS, the New Mexico Finance Authority (“Finance Authority”) is authorized pursuant to the Act, particularly Section 6-21-6.4 of the Act, to make grants from the local government planning fund (the “Fund”) to qualified entities to evaluate and estimate the costs of implementing feasible alternatives for meeting water and wastewater public project needs or to develop water conservation plans, long-term master plans or economic development plans; and

WHEREAS, pursuant to the Act the Finance Authority has developed an application procedure whereby the Governing Body may submit an application (“Application”) to the Finance Authority for planning grant financial assistance from the Fund; and

WHEREAS, the Governing Body of the City of Carlsbad desires to submit an Application for financial assistance from the Fund for a Planning Document, as defined in the Rules Governing the Local Government Planning Fund currently in effect and as specifically identified below, for the benefit of the Governmental Unit; and

WHEREAS, the Governing Body intends to submit the Planning Document to evaluate and estimate the costs of implementing feasible alternatives for meeting storm water collection public project needs for South Halagueno Street Storm-Water Collection (“Project”) for the benefit of the Governmental Unit and its citizens; and

WHEREAS, the application prescribed by the Finance Authority to finance the Planning Document in part with financial assistance from the Fund has been completed, submitted to, and reviewed by the Governing Body, and this Resolution approving submission of the completed Application to the Finance Authority for its consideration and review is required as part of the Application.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY:

Section 1. That all lawful actions previously taken by the Governing Body and the Governmental Unit and their respective officers and employees in connection with the Application and the Project are hereby ratified, approved and confirmed.

Section 2. That the completed Application submitted to the Governing Body is hereby approved and confirmed. The financial assistance requested is \$50,000. The cost of the Project is

estimated at \$200,000 including NMGR at 7.5625%. The City of Carlsbad will provide \$150,000 to fully fund the Project.

Section 3. That the officers and employees of the Governmental Unit are hereby directed and requested to submit the completed Application to the Finance Authority, and are further authorized to take such other action as may be requested by the Finance Authority in connection with the Application and to proceed with arrangements for financing the Project.

Section 4. All acts and resolutions in conflict with this Resolution are hereby rescinded, annulled and repealed.

Section 5. This Resolution shall take effect immediately upon its adoption.

INTRODUCED, PASSED, ADOPTED, AND APPROVED this 14th day of November, 2017

City of Carlsbad

By _____
Dale Janway, Mayor

(Seal)

ATTEST:

Annette Barrick, City Clerk



NEW MEXICO FINANCE AUTHORITY

NMFA Use Only:

App. #:	-PP
FA assigned:	
Legislative Authorization	

LOCAL GOVERNMENT PLANNING FUND APPLICATION

I. GENERAL INFORMATION

A. APPLICANT /ENTITY

Application Date:	November 15, 2017
-------------------	-------------------

Applicant/Entity:	City of Carlsbad				
Address:	PO Box 1569, Carlsbad, NM 88221-1569				
County	Eddy	Census Tract:	1.00, 2.00, 3.00, 4.01, 4.02, 5.00, 6.00 and 7.00		
Federal Employer Identification Number (EIN) as issued by the IRS:			85-6000111		
Legislative District:	Senate:	41-Leavell	House:	55-Brown	
Phone:	575-887-1191	Fax:	575-885-1101	Email Address:	city.clerk@cityofcarlsbadnm.com
Individual Completing Application:		Luis Camero, Director of Engineering Services			
Address:	PO Box 1569, Carlsbad, NM 88221-1569				
Phone:	575-885-1185	Fax:		Email Address:	lrcamero@cityofcarlsbadnm.com

B. CONSULTING PROFESSIONALS (Legal Counsel, Architect, Engineer, Planner etc.), if available:

Firm:	Souder-Miller and Associates				
Contact:	Paul Zagone				
Address:	500 N. Main St., Suite 504, Roswell, NM 88201				
Phone:	575-624-2400	Fax:	575-624-2442	Email Address:	paul.zagone@soudermiller.com

C. PRIMARY CONTACT PERSON:

Name:	Melissa Salcido				
Contact:	Grant Administrator				
Address:	PO Box 1569, Carlsbad, NM 88221-1569				
Phone:	575-234-7922	Fax:	575-887-1101	Email Address:	mmsalcido@cityofcarlsbadnm.com

D. Organizational Readiness-to-proceed (Municipalities & Counties Skip to II)

1. Are you formally organized? Yes ☒ No ☐

2. Do you have formally adopted by-laws? Yes ☒ No ☐

If yes, please provide a copy.

3. Are you incorporated? Yes ☒ No ☐

If yes, please provide a copy of your Articles of Incorporation.

4. Do you have regular board meetings? Yes ☒ No ☐

If yes, please identify when and how often.

5. Do you keep formalized records of your Board meetings? Yes ☒ No ☐

6. Do you have written Board rules and regulations? Yes ☒ No ☐

If yes, please provide a copy.

II. PROJECT SUMMARY

A. Project Description. Complete the following information, use additional paper if necessary. Include any additional documents that may be useful in reviewing this project, i.e. architectural designs, feasibility studies, business plan, etc.

1. Type of Project

- ☒ Preliminary Engineering Report (PER)
- ☐ Environmental Information Document
- ☐ Local Economic Development Act plan & Comprehensive Economic Development plan
- ☐ Water Conservation Plan
- ☐ Comprehensive Plan

- ☐ Infrastructure Plan for project identified on the ICIP
- ☐ Economic Development Feasibility Study
- ☐ Asset Management Plan
- ☐ Water Master Plan
- ☐ Wastewater Master Plan
- ☐ Energy Audit

2. Please include a detailed description of the scope of the proposed plan to be funded. Attach additional pages as needed.

To prepare a Preliminary Engineering Report (PER) conforming to RUS Bulletin 1780-2, to Design and Construct Storm Water System and eliminate water ponding along West Mermod Street, West Fox Street, West Greene Street, West Tansill Street, West Bronson Street and West Lea Street, two blocks west of South Halagueno Street and along South Halagueno Street from West Mermod Street south to West Lea Street. Storm water system should be able to collect storm water 1 to 2 blocks west of Halagueno Street and convey it to different sections of pipes to be located along South Halagueno Street. These pipes will connect to existing trunk pipes at Greene Street, Tansill Street and Lea Street, east of South Halagueno Street.

B. Sources of Funding

NMFA Planning Funds Requested \$50,000.00

Non-NMFA Funds (specify source & terms) \$20,000.00 in local funds

III. Water & Wastewater System Rates & Information (if applicable)

A. 1. List the current residential water or wastewater;

	Wastewater Rate per 6000 Gallons	Water Rate per 6,000 Gallons	Last Adjusted
Residential	\$25.21	\$13.56	October 1, 2017
Commercial	\$28.32	\$16.05	October 1, 2017

2. Is the water system metered? Yes ☒ No ☐

If yes, what percentage? 99.93% on avg.

3. Is the wastewater system metered? Yes ☐ No ☒

If yes, what percentage? _____

4. How many connections? 10,182

5. How many certified operators? 27 (Water), 7 (Wastewater), and 6 (WW Collection)

IV. READINESS TO PROCEED ITEMS

A. The following items must accompany this application in order for this application to be considered complete:

- ☒ Map of service area, including census tract information
- ☒ 3 years of most recently completed fiscal year audit reports or unaudited financials
- ☒ Current unaudited financials
- ☒ Current fiscal year budget
- ☒ NMFA Application Resolution
- ☐ By-laws (if applicable)

- ☐ Articles of incorporation (if applicable)
- ☐ Board rules and regulations (if applicable)
- ☒ Open Meetings Act Resolution
- ☐ Documentation that each non-NMFA project funding source has been approved, or is in the process of being approved (if applicable)
- ☐ Joint Powers Agreement (if applicable)
- ☐ Administrative Order (if applicable)

Please Note: All water and wastewater planning documents must conform to Rural Utilities Services (RUS) Guidelines which is available from NMFA upon request. The scope and writer of any economic development feasibility study must be approved in advance by the Economic Development Department. A copy of any final report must be submitted to and accepted by the NMFA prior to disbursement of NMFA funds. NMFA may consult with the Departments of Environment, Economic Development or Finance & Administration in determining acceptability of any report.

V. CERTIFICATION

I certify that:

We have the authority to request and incur the debt described in this application and, upon award, will enter into a contract for the repayment of any NMFA loans and/or bonds.

We will comply with all applicable state and federal regulations and requirements.

To the best of my knowledge all information contained in this application is valid and accurate and the submission of this application has been authorized by the governing body of the undersigned jurisdiction.

Signature:

Title: Mayor

(highest elected official)

Jurisdiction:

City of Carlsbad

Print Name:

Dale Janway

Date: November 15, 2017

Signature:

Date: November 15, 2017

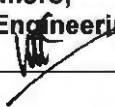
Finance Officer/Director:

Wendy Hammett

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM

COUNCIL MEETING DATE: 11/14/17

DEPARTMENT: Double Eagle	BY: Luis Camero, Director of Engineering Services 	DATE: 11/08/17												
SUBJECT: Tatum Waterline Extension PER														
<p>SYNOPSIS, HISTORY and IMPACT (SAFETY AND WELFARE/FINANCIAL/PERSONNEL/INFRASTRUCTURE/ETC.):</p> <p>The City has permitted water rights totaling 10,640 acre-feet per year at different locations near the community of Tatum, in Lea County, NM. In 2014 the City drilled and tested three wells in OSE permitted well sites located along Warren Road, 1.5 miles to 4.5 miles west of the State Road 457 and Warren Road intersection and approximately 8 miles north of the Double Eagle Water System North Well Field. The three completed wells are capable of producing 300 gallons per minute each.</p> <p>The City has been considering the extension of a waterline from the North Well Field, north to Warren Road and possibly east and west as needed to cover all 17 permitted well sites located along Warren Road. Other permitted well sites near Tatum, NM, are located across the State Road 457/Warren Road intersection, 2 to 6 miles to the east, so it does become necessary to prepare a Preliminary Engineering Report (PER) to identify all the possible alignments and analyze all the available options.</p> <p>Funding for the PER could come from the NMFA Local Government Planning Fund, the City is eligible for two (2) \$50,000 grants.</p> <p>The proposed resolution and grant application are hereby enclosed for your consideration.</p>														
<p>DEPARTMENT RECOMMENDATION:</p> <p>To approve and adopt the resolution authorizing and approving the submission of a completed application for financial assistance in the amount of \$50,000 to complete the PER for the Tatum Waterline Extension</p>														
<p>BOARD/COMMISSION/COMMITTEE ACTION:</p> <table style="width:100%; border: none;"> <tr> <td><input type="checkbox"/> P & Z</td> <td><input type="checkbox"/> Lodgers Tax Board</td> <td><input type="checkbox"/> Cemetery Board</td> <td><input type="checkbox"/> APPROVED</td> </tr> <tr> <td><input type="checkbox"/> Museum</td> <td><input type="checkbox"/> San Jose Board</td> <td><input type="checkbox"/> Water Board</td> <td><input type="checkbox"/> DISAPPROVED</td> </tr> <tr> <td><input type="checkbox"/> Library Board</td> <td><input type="checkbox"/> N. Mesa Board</td> <td><input type="checkbox"/> _____ Committee</td> <td></td> </tr> </table>			<input type="checkbox"/> P & Z	<input type="checkbox"/> Lodgers Tax Board	<input type="checkbox"/> Cemetery Board	<input type="checkbox"/> APPROVED	<input type="checkbox"/> Museum	<input type="checkbox"/> San Jose Board	<input type="checkbox"/> Water Board	<input type="checkbox"/> DISAPPROVED	<input type="checkbox"/> Library Board	<input type="checkbox"/> N. Mesa Board	<input type="checkbox"/> _____ Committee	
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<input type="checkbox"/> Library Board	<input type="checkbox"/> N. Mesa Board	<input type="checkbox"/> _____ Committee												
<p>Reviewed by City Administrator: <u>/s/ Steve McCutcheon</u> Date: <u>11-9-2017</u></p>														

ATTACHMENTS:

RESOLUTION NO. _____

**AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED APPLICATION
FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE
NEW MEXICO FINANCE AUTHORITY**

WHEREAS, the City of Carlsbad is a duly organized municipality created and formed pursuant to the General Incorporation Laws of the Territory of New Mexico (1893) and is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-1 through 6-21-31, NMSA 1978 (“Act”); and

WHEREAS, the New Mexico Finance Authority (“Finance Authority”) is authorized pursuant to the Act, particularly Section 6-21-6.4 of the Act, to make grants from the local government planning fund (the “Fund”) to qualified entities to evaluate and estimate the costs of implementing feasible alternatives for meeting water and wastewater public project needs or to develop water conservation plans, long-term master plans or economic development plans; and

WHEREAS, pursuant to the Act the Finance Authority has developed an application procedure whereby the Governing Body may submit an application (“Application”) to the Finance Authority for planning grant financial assistance from the Fund; and

WHEREAS, the Governing Body of the City of Carlsbad desires to submit an Application for financial assistance from the Fund for a Planning Document, as defined in the Rules Governing the Local Government Planning Fund currently in effect and as specifically identified below, for the benefit of the Governmental Unit; and

WHEREAS, the Governing Body intends to submit the Planning Document to evaluate and estimate the costs of implementing feasible alternatives for meeting water public project needs of the Tatum Waterline Extension (“Project”) for the benefit of the City of Carlsbad and its citizens; and

WHEREAS, the application prescribed by the Finance Authority to finance the Planning Document in part with financial assistance from the Fund has been completed, submitted to, and reviewed by the Governing Body, and this Resolution approving submission of the completed Application to the Finance Authority for its consideration and review is required as part of the Application.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY:

Section 1. That all lawful actions previously taken by the Governing Body and the Governmental Unit and their respective officers and employees in connection with the Application and the Project are hereby ratified, approved and confirmed.

Section 2. That the completed Application submitted to the Governing Body is hereby approved and confirmed. The financial assistance requested is \$50,000. The cost of the Project is

estimated at \$70,000 including NMGR at 7.5625%. The City will provide \$20,000 to fully fund the Project.

Section 3. That the officers and employees of the Governmental Unit are hereby directed and requested to submit the completed Application to the Finance Authority, and are further authorized to take such other action as may be requested by the Finance Authority in connection with the Application and to proceed with arrangements for financing the Project.

Section 4. All acts and resolutions in conflict with this Resolution are hereby rescinded, annulled and repealed.

Section 5. This Resolution shall take effect immediately upon its adoption.

INTRODUCED, PASSED, ADOPTED, AND APPROVED this 14th day of November, 2017

CITY OF CARLSBAD

By _____
Dale Janway, Mayor

(Seal)

ATTEST:

Annette Barrick, City Clerk



NEW MEXICO FINANCE AUTHORITY

NMFA Use Only:

App. #:	-PP
FA assigned:	
Legislative Authorization	

LOCAL GOVERNMENT PLANNING FUND APPLICATION

I. GENERAL INFORMATION

A. APPLICANT /ENTITY

Application Date:	November 15, 2017
-------------------	-------------------

Applicant/Entity:	City of Carlsbad				
Address:	PO Box 1569, Carlsbad, NM 88221-1569				
County	Eddy	Census Tract:	1.00, 2.00, 3.00, 4.01, 4.02, 5.00, 6.00 and 7.00		
Federal Employer Identification Number (EIN) as issued by the IRS:			85-6000111		
Legislative District:	Senate:	41-Leavell	House:	55-Brown	
Phone:	575-887-1191	Fax:	575-885-1101	Email Address:	city.clerk@cityofcarlsbadnm.com
Individual Completing Application:		Luis Camero, Director of Engineering Services			
Address:	PO Box 1569, Carlsbad, NM 88221-1569				
Phone:	575-885-1185	Fax:		Email Address:	lrcamero@cityofcarlsbadnm.com

B. CONSULTING PROFESSIONALS (Legal Counsel, Architect, Engineer, Planner etc.), if available:

Firm:					
Contact:					
Address:					
Phone:		Fax:		Email Address:	

C. PRIMARY CONTACT PERSON:

Name:	Melissa Salcido				
Contact:	Grant Administrator				
Address:	PO Box 1569, Carlsbad, NM 88221-1569				
Phone:	575-234-7922	Fax:	575-887-1101	Email Address:	mmsalcido@cityofcarlsbadnm.com

D. Organizational Readiness-to-proceed (Municipalities & Counties Skip to II)

1. Are you formally organized? Yes ☒ No ☐

2. Do you have formally adopted by-laws? Yes ☒ No ☐

If yes, please provide a copy.

3. Are you incorporated? Yes ☒ No ☐

If yes, please provide a copy of your Articles of Incorporation.

4. Do you have regular board meetings? Yes ☒ No ☐

If yes, please identify when and how often.

5. Do you keep formalized records of your Board meetings? Yes ☒ No ☐

6. Do you have written Board rules and regulations? Yes ☒ No ☐

If yes, please provide a copy.

II. PROJECT SUMMARY

A. Project Description. Complete the following information, use additional paper if necessary. Include any additional documents that may be useful in reviewing this project, i.e. architectural designs, feasibility studies, business plan, etc.

1. Type of Project

- ☒ Preliminary Engineering Report (PER)
- ☐ Environmental Information Document
- ☐ Local Economic Development Act plan & Comprehensive Economic Development plan
- ☐ Water Conservation Plan
- ☐ Comprehensive Plan

- ☐ Infrastructure Plan for project identified on the ICIP
- ☐ Economic Development Feasibility Study
- ☐ Asset Management Plan
- ☐ Water Master Plan
- ☐ Wastewater Master Plan
- ☐ Energy Audit

2. Please include a detailed description of the scope of the proposed plan to be funded. Attach additional pages as needed.

To prepare a Preliminary Engineering Report (PER) conforming to RUS Bulletin 1780-2, for the extension of a transmission waterline from the Double Eagle Water System north to Warren Road, to connect 17 permitted well sites located along Warren Road west of State Road 457.

The proposed pipeline will be of sufficient size to deliver 6.0 MGD of untreated water, to the Double Eagle Water System. The overall project will include upgrades to the existing transmission line at Double Eagle and drilling and equipping all the wells along Warren Road.

B. Sources of Funding

NMFA Planning Funds Requested \$50,000.00

Non-NMFA Funds (specify source & terms) \$150,000.00

III. Water & Wastewater System Rates & Information (if applicable)

A. 1. List the current residential water or wastewater;

	Wastewater Rate per 6000 Gallons	Water Rate per 6,000 Gallons	Last Adjusted
Residential	\$25.21	\$13.56	October 1, 2017
Commercial	\$28.32	\$16.05	October 1, 2017

2. Is the water system metered? Yes ☒ No ☐

If yes, what percentage? 99.93%

3. Is the wastewater system metered? Yes ☐ No ☒

If yes, what percentage? _____

4. How many connections? 10,182

5. How many certified operators? 27 (Water), 7 (Wastewater), and 6 (WW Collection)

IV. READINESS TO PROCEED ITEMS

A. The following items must accompany this application in order for this application to be considered complete:

- ☒ Map of service area, including census tract information
- ☒ 3 years of most recently completed fiscal year audit reports or unaudited financials
- ☒ Current unaudited financials
- ☒ Current fiscal year budget
- ☒ NMFA Application Resolution
- ☐ By-laws (if applicable)

- ☐ Articles of incorporation (if applicable)
- ☐ Board rules and regulations (if applicable)
- ☒ Open Meetings Act Resolution
- ☐ Documentation that each non-NMFA project funding source has been approved, or is in the process of being approved (if applicable)
- ☐ Joint Powers Agreement (if applicable)
- ☐ Administrative Order (if applicable)

Please Note: All water and wastewater planning documents must conform to Rural Utilities Services (RUS) Guidelines which is available from NMFA upon request. The scope and writer of any economic development feasibility study must be approved in advance by the Economic Development Department. A copy of any final report must be submitted to and accepted by the NMFA prior to disbursement of NMFA funds. NMFA may consult with the Departments of Environment, Economic Development or Finance & Administration in determining acceptability of any report.

V. CERTIFICATION

I certify that:

We have the authority to request and incur the debt described in this application and, upon award, will enter into a contract for the repayment of any NMFA loans and/or bonds.

We will comply with all applicable state and federal regulations and requirements.

To the best of my knowledge all information contained in this application is valid and accurate and the submission of this application has been authorized by the governing body of the undersigned jurisdiction.

Signature:

Title: Mayor

(highest elected official)

Jurisdiction:

City of Carlsbad

Print Name:

Dale Janway

Date: November 15, 2017

Signature:

Date: November 15, 2017

Finance Officer/Director: Wendy Hammett

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM

Council Meeting Date: 11/14/17

DEPARTMENT: Police	BY: Kent Waller <i>DW</i> <i>P/31/17</i>	DATE: 10/31/17
SUBJECT: Proposed revision of Chapter 6 of the Code of Ordinances regarding animals		
<p>BACKGROUND, ANALYSIS AND IMPACT: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)</p> <p>The City has been approached by various citizens asking that the City's ordinances regarding animals be updated and revised. A comprehensive revision was undertaken. The draft was provided to citizens, staff, animal control officers, and the operator of the City's animal shelter. A copy was also provided to the City's Ordinance Committee.</p> <p>This matter was heard on May 23, 2017 where it was tabled for more time to review and complete. The review committee met several times where several changes were made.</p> <p>Attached is the draft. The draft contains a number of proposed changes. Some of the major changes are:</p> <ol style="list-style-type: none"> 1. Adding provisions about potentially viscous animals. 2. Modifying the requirements of restraint devices. 3. Replacing the ordinance that prohibits dogs in public parks with an ordinance that allows dogs in public parks with certain restrictions. 4. Setting requirements for pet shops. 		
DEPARTMENT RECOMMENDATION: Recommended for approval.		
BOARD/COMMISSION/COMMITTEE ACTION:		
<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"/> N. Mesa Board	<input type="checkbox"/> Cemetery Board <input type="checkbox"/> Water Board <input type="checkbox"/> _____ Committee
		<input type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED
Reviewed by: City Administrator: /s/ Steve McCutcheon		Date: 11-9-2017

ATTACHMENT(S): Draft Ordinance

Chapter 6 ANIMALS*

Article I. In General

- Sec. 6-1. Definitions.
- Sec. 6-2. Keeping in city generally; penalties.
- Sec. 6-3. Sanitation regulations.
- Sec. 6-4. Keeping pet birds.
- Sec. 6-5. Sale of baby chicks, ducks, geese, turkeys, and rabbits.
- Sec. 6-6. Disposal of dead animals and care of injured animals.
- Sec. 6-7. Injury to a police dog, police horse, or fire dog.
- Sec. 6-8. Care and maintenance of animals.
- Sec. 6-9. Animals committing damage or nuisance.
- Sec. 6-10. Restraint devices.
- Sec. 6-11. Animals on unenclosed premises.
- Sec. 6-12. Keeping potentially vicious or vicious animals.
- Sec. 6-13. Keeping hazardous animals.
- Sec. 6-14. Animals prohibited in Pecos River.
- Sec. 6-15. Habitual animal howling, barking, and other noises.
- Sec. 6-16. Seizure of animals.
- Sec. 6-17. Sale of animals.
- Sec. 6-18. Abatement of pigeon nuisance.
- Secs. 6-19--6-35. Reserved.

Article II. Animal Shelter

Division 1. Generally

- Sec. 6-36. Establishment and maintenance.
- Sec. 6-37. Impoundment authorized.
- Sec. 6-38. Treatment of impounded animals.
- Sec. 6-39. Disposition of impounded animals.
- Sec. 6-40. Adoption of impounded animals.
- Sec. 6-41. Adoption and redemption fees.
- Secs. 6-42--6-50. Reserved.

Division 2. Animal Control Officer

- Sec. 6-51. Employment generally.
- Sec. 6-52. Disposal of dead animals from public places.
- Sec. 6-53. Disposal of animals for individuals.
- Sec. 6-54. Pursuit of animals.
- Sec. 6-55. Dogs, destruction by peace officer or animal control officer.
- Sec. 6-56. Unlawful to obstruct or interfere with an animal control officer.

Sec. 6-57. Unauthorized removal of animals.

Secs. 6-58--6-65. Reserved.

Article III. Dogs and Cats and Rabies Control

Division 1. Generally

Sec. 6-66. Dogs running at large generally.

Sec. 6-67. Restraint of dogs.

Sec. 6-68. Dog defecation, cleanup.

Sec. 6-69. Return of found dogs and cats.

Sec. 6-70. Dog or cat in heat or season to be confined.

Sec. 6-71. Vaccination of dogs and cats required.

Sec. 6-72. Animal bites on persons; notice; and procedure.

Sec. 6-73. Animals exposed to rabies.

Sec. 6-74. Redemption of confined animals.

Sec. 6-75. Keeping an unvaccinated dog or cat or rabid animal; procedure following death of animal from rabies.

Sec. 6-76. Rabies quarantine.

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Division 2. License

Sec. 6-91. City animal license required.

Sec. 6-92. Licensing of qualified service dog or cat.

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ARTICLE I. IN GENERAL

Sec. 6-1. Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Animal shall mean any vertebrate member of the animal kingdom excluding humans.

Animal shelter shall mean any animal control center, pound, animal shelter, kennel, veterinary hospital, lot, premise, or building maintained or contracted by a municipality or county for the care and custody of animals.

Bite shall mean any skin break including but not limited to a puncture or tear of the skin inflicted by the teeth of an animal.

Cat shall mean any member of the feline family.

Confined shall mean restriction of an animal at all times by an owner to an escape proof building or other enclosure away from other animals and the public.

Destroy shall mean the administration of an agent which will cause the death of an animal. Such method shall not destroy brain tissue necessary for laboratory examination for rabies.

Dog shall mean any member of the canine family.

Exposure to rabies shall mean the exposure resulting from a bite by an animal susceptible to rabies or from contact with the saliva of such animal with any break or abrasion of the skin.

Hazardous animal shall mean any member of the animal kingdom which, because of its poisonous bite or sting, would constitute a significant hazard to the public, or any non-domesticated animal which, due to its size or strength, would constitute a significant hazard to the public. The term shall not include native or indigenous animals naturally existing on a person's premises, or those animals kept at properly accredited, licensed, or permitted educational institutions, zoological parks, or museums.

Isolation shall mean the confinement of an animal in an escape proof run or cage so that there is no possibility of direct contact with other animals or humans. The method and place of confinement must be reviewed and approved by an Animal Control Officer prior to beginning the isolation.

Owner shall mean any person who owns, harbors, keeps, or knowingly permits an animal to be harbored or kept, or permits an animal to remain on his or her premises.

Person shall mean any individual, household, firm, partnership, company, corporation, society, or association, and every member, officer, agent, or employee thereof.

Pet store shall mean any commercial establishment or premises or part thereof that acquires live animals and offers these animals to the public or other commercial outlets for purchase, sale, exchange, barter, trade, transfer, or hire. The term shall not apply to the premises used exclusively for the sale of livestock, livestock auctions, or livery stables.

Potentially vicious animal shall mean any domestic animal that may be assumed to pose a threat to a person, domestic animal or livestock as demonstrated by engaging in any of the following behaviors without provocation:

- (1) Causing an injury that is less serious than a severe injury; or
- (2) Causing an indirect severe injury; or
- (3) Chasing in a threatening manner; or
- (4) Acting in a highly aggressive manner within a fenced yard, enclosure, or while on a leash or tether and appearing to be able to escape the yard, enclosure, leash or tether.

An animal is not a potentially vicious animal if:

- (1) The animal was used by a law enforcement official for law enforcement purposes; or
- (2) The person or domestic animal who was injured, damaged, or threatened by the animal:
 - a. was trespassing upon the premises occupied by the owner of the animal;
 - b. had provoked, tormented, abused, or assaulted the animal either at the time of the incident or repeatedly in the past; or
- (3) The animal was responding to pain or injury, protecting itself or its offspring, or protecting or defending a human being or domestic animal from attack or assault.
- (4) The person who was threatened, injured, or damaged was committing or attempting to commit a crime at the time of the incident.

Primary enclosure shall mean a pen, run, cage, or room in which a domestic animal normally spends most of its time. This is the area in which the animal eats, drinks, eliminates, rests and sleeps.

Professional Animal Permit shall mean a permit issued by Animal Control to a person or group of persons who intend to operate a pet store.

Proper shelter for a dog shall mean a structure with one entrance, a roof, and a solid floor. The shelter shall be free of protruding nails or other sharp items that could cut or wound the dog. The shelter shall be of an appropriate size for the dog. The dog shall be able to easily stand, sit, lie down, turn around and make all normal body movements in a comfortable, normal position for the dog. It must be wind and moisture-proof and of proportionate size to allow the natural body heat of the dog to be retained in cold weather. Metal drums shall not be considered proper shelter.

Qualified service animal shall mean any animal meeting the requirements for a qualified service animal as set forth in Chapter 28, Article 11, NMSA 1978, as it may be amended from time to time.

Quarantine shall mean the strict containment of all specified animals upon the private premises of the owner, or under restraint by leash, or within a closed cage or paddock and shall include any other measures as ordered by the City Administrator, the Chief of Police, and the Animal Control Supervisor, or their designees to control the spread of rabies.

Running at large shall mean free of physical restraint beyond the premises of the owner.

Sanitation shall mean the maintenance of conditions conducive to health and involves bedding changes (as appropriate), cleaning and disinfection. Cleaning removes excessive amounts of dirt and debris; disinfection reduced or eliminates unacceptable concentration of microorganisms.

Sanitize shall mean to make physically clean and to the maximum degree practical, remove and destroy agents injurious to health.

Severely injure or severe injury shall mean a physical injury that results in broken bones, multiple bites, lacerations requiring sutures, corrective or reconstructive surgery or any injury resulting in permanent or protracted loss or impairment of the function of any member or organ of the body.

Veterinarian shall mean any person who is licensed as a doctor of veterinary medicine by the New Mexico Board of Veterinary Medicine pursuant to the Veterinary Practice Act (61-14-1, NMSA 1978).

Vicious animal shall mean any domesticated animal which, at any time without provocation;

- (1) Bites or attacks any person who was peacefully conducting himself or herself where he or she lawfully, resulting in a severe injury; or
- (2) kills or severely injures a domesticated animal or livestock, but it does not include an animal which bites, attacks, injures, or kills a domesticated animal or livestock which is unlawfully upon its owner's premises; or
- (3) based upon a combination of behaviors or actions a reasonable person would have probable cause to believe the animal is vicious.

Working dog means any dog, regardless of breed, that is being trained or used for the purpose of livestock herding, detection, search and rescue, dog sports, qualified assistance dogs, or assistance of the police.

Zoonosis and Zoonotic Disease shall mean any disease which may be found in animals that is transmissible from an animal to a human.

Sec. 6-2. Keeping in city generally; penalties.

It shall be unlawful for any person to own or keep any animal, other than as permitted by all applicable ordinances, laws, rules, and regulations. Any person who lawfully owns, keeps, or maintains any animal within the city must comply in all respects with the vaccination and licensing requirements of the city. A violation of any provision of this chapter is a misdemeanor and is punishable as permitted by the specific section or, if no punishment is specified by the section violated, then the punishment shall be as permitted by § 1-6 of this Code, as it may be amended from time to time, provided however, that as part of any sentence, the Court shall order the defendant to reimburse any and all expenses reasonably related to the care and maintenance of the animal or animals. Such expenses shall include, but are not limited to, veterinary care, shelter costs, and transportation.

Sec. 6-3. Sanitation regulations.

- (a) Any person who may lawfully own or keep any animal shall provide proper shelter, and adequate and sanitary housing facilities for such animal. Stagnant water shall not be permitted to accumulate. All structures used for the housing of an animal and all yards, cages and runs provided for the animal shall be cleaned daily and shall be treated with a pesticide at intervals frequent enough to prevent the breeding of ticks,

fleas, flies and other pests and insects. Once every 24 hours, all animal feces shall be collected, removed, and disposed of in a sanitary manner or otherwise removed to a lawful place for deposit. Any feces placed in a city trash container shall be first securely wrapped in plastic.

- (b) Any person who may lawfully own or keep any animal within the city shall keep the same in such a manner that it will not be unreasonably annoying, unpleasant or obnoxious to any other person, and failure to so keep any such animal, is hereby declared to be a nuisance and unlawful.
- (c) Whenever there is reasonable cause to believe that an unhealthful, unsanitary, or dangerous condition exists on any premises at which an animal is located, the animal control officer or the officer's designee shall have the right to enter such premises and thoroughly investigate and inspect the premises, unless permission to enter and make such investigation and inspection is explicitly refused by the owner or occupant of the premises. If the owner or occupant explicitly refuses permission, the animal control officer or designee may obtain a court order permitting the entry onto the premises.

Sec. 6-4. Keeping pet birds.

- (a) A person may keep pet birds as pets within the city, and a commercial establishment may keep pet birds for the purpose of the sale of such birds within the city, subject to all applicable ordinances, laws, rules, and regulations, including but not limited to zoning ordinances. Such pet birds shall be kept in pens or cages and not permitted to run at large. Such pet birds shall be kept in a manner and way so as to not constitute a nuisance or endanger the general health and sanitation of the community or the health and welfare of the animal. The environmental services officer or the officer's designee shall determine the general health and sanitation of the community. The animal control officer or the officer's designee shall determine the health and welfare of the animal or animals.
- (b) The term "pet birds" shall include small caged birds such as, but not limited to, parrots, cockatoos, parakeets, cockatiels, canaries, lovebirds, mynah birds, and finches. The term shall not include barn and farm animals such as, but not limited to, chickens, ducks, geese, and turkeys; falconiforms such as, but not limited to, hawks, eagles, and vultures; nor ratitae such as, but not limited to, ostriches, rheas, cassowaries, and emus.

Sec. 6-5. Sale of baby chicks, ducks, geese, turkeys, and rabbits.

- (a) It shall be lawful for a commercial establishment to sell baby chickens, ducks, geese and turkeys, subject to all applicable ordinances, laws, rules, and regulations, including but not limited to zoning ordinances. Such fowl shall be kept in pens or cages and not permitted to run at large. Such fowl shall be kept in a manner and way so as not to constitute a nuisance or endanger the general health and sanitation of the

community or the health and welfare of the animals. The environmental services officer or the officer's designee shall determine the general health and sanitation of the community. The animal control officer or the officer's designee shall determine the health and welfare of the animal or animals.

- (b) No chick, duckling, gosling or rabbit that has been dyed or otherwise colored artificially may be sold or offered for sale, raffled, offered or given as a prize, premium, or advertising device, or displayed in any store, shop, carnival or other public place.

Sec. 6-6. Disposal of dead animals and care of injured animals.

- (a) The owner of a dead animal shall be responsible for properly disposing of the animal carcass. No animal shall be disposed of by burning within the city limits.
- (b) A dead animal may be buried on its owner's property if it is buried:
 - (1) at least two (2) feet below the surface of the ground, if the animal weighs no more than thirty (30) pounds; or
 - (2) at least three (3) feet below the surface of the ground, if the animal weighs more than thirty (30) pounds but less than one hundred (100) pounds; or
 - (3) at least six (6) feet below the surface of the ground, if the animal weighs one hundred (100) pounds or more; or
 - (4) may be disposed of by any other means authorized by law.
- (c) Any dead animal must be properly disposed of within 12 hours of its death. No animal shall be buried on public property or on the property of another without the explicit permission of the owner of the property.
- (d) The operator of a motor vehicle who strikes or runs down a dog or cat shall immediately notify an animal control officer or the police department of the injury and shall provide the facts regarding the accident and the injuries sustained by the animal. The operator of the motor vehicle shall remain at or near the scene until such time as the owner of the animal, an animal control officer, or a police officer arrives. In case of severe injury to the animal, the motor vehicle operator may give aid by taking the animal to a veterinary hospital. If the operator of the motor vehicle chooses to transport the animal to a veterinary hospital, they will be responsible for the costs incurred. Emergency vehicles engaged in an emergency response are excluded from this provision. Nothing in this provision shall supersede the motor vehicle operator's obligations under Article IV of the New Mexico Uniform Traffic Ordinance.

Sec. 6-7. Injury to a police dog, police horse, or fire dog.

- (a) As used in this section:
 - (1) Fire dog means a dog used by a fire department, special fire district or the state fire marshal for the primary purpose of aiding in the detection of flammable materials or the investigation of fires;

- (2) Police dog means a dog used by a law enforcement or corrections agency that is specially trained for law enforcement or corrections work in the areas of tracking, suspect apprehension, crowd control or drug or explosives detection;
 - (3) Police horse means a horse that is used by a law enforcement or corrections agency for law enforcement or corrections work.
- (b) Injury to a police dog, police horse or fire dog consists of willfully and with intent to injure or prevent the lawful performance of its official duties:
 - (1) Striking, beating, kicking, cutting, stabbing, shooting or administering poison or any other harmful substance to a police dog, police horse or fire dog; or
 - (2) Throwing or placing an object or substance in a manner that is likely to produce injury to a police dog, police horse or fire dog.
- (c) Whoever commits injury to a police dog, police horse or fire dog when the injury causes the animal minor physical injury or pain is guilty of a petty misdemeanor.
- (d) A person convicted of injury to a police dog, police horse or fire dog may be ordered to make restitution for the animal's veterinary bills or replacement costs of the animal if it is permanently disabled, killed or destroyed.

Sec. 6-8. Care and maintenance of animals.

No person or owner shall:

- (a) Fail, refuse, or neglect to provide an animal of which he or she is the owner or which is in his or her charge or custody with proper food, potable water, shade, ventilation, necessary medical care, basic grooming which is necessary for the health of the animal, or proper shelter, which shelter shall be a weatherproof and structurally sound enclosure large enough to properly accommodate the animal;
- (b) Leave an animal enclosed in a vehicle or upon a vehicle or trailer for a length of time which could result in danger to or death of the animal. If the animal control officer determines that an animal in an enclosed vehicle or trailer is in immediate danger, the animal control officer may enter the vehicle or trailer by whatever means is necessary, without being liable to the owner of the vehicle or trailer, and take the animal into protective custody; or
- (c) Carry an animal in or upon any vehicle in a cruel, inhumane, or unsafe manner. An animal carried in the open bed of a truck or other vehicle must be crated, caged, or restrained upon a non-metal mat so it cannot fall or jump from the truck or be strangled.
- (d) Any person who shall violate the provisions of this section shall be punished in accordance with section 1-6 of this Code, provided however, that as part of the sentence, the Court shall order the defendant to reimburse any and all expenses reasonably related to the care and maintenance of the animal or animals. Such expenses shall include, but are not limited to, veterinary care, shelter costs, and transportation.

Sec. 6-9. Animals committing damage or nuisance.

It is unlawful for the owner of an animal to cause, allow, or permit the animal to commit any damage or nuisance to a person, upon the property of any other person, or upon a public street, alley, sidewalk, park or other public place.

Sec. 6-10. Restraint devices.

(a) Direct point or a trolley or cable run system using rope, chain, or other devices may be used to restrain an animal, provided the following criteria are met:

- (1) The device must be affixed to the animal by use of a non-abrasive, comfortably fitted collar or harness, or other device designed for that purpose. The device and collar or harness shall be of appropriate size and weight so as to not cause sores or abrasions.
- (2) Choke collars, prong collars and pinch collars are prohibited for the purposes in this section. The tether shall weigh no more than one eighth (1/8) of the animal's weight;
- (3) The device must be fastened so the animal can sit, walk, and lie down comfortably, and must be unobstructed by objects that may cause the device or animal to become entangled or strangled. All chains or tethers shall have swivels on both ends;
- (4) The animal must have easy access to proper and sufficient food, potable water, adequate shade, ventilation, and proper shelter;
- (5) All animal feces shall be removed, and the area where the animal is confined shall be kept as required by section 6-3;
- (6) No animal under six months of age, or in heat or estrus, or which is sick or injured may be tethered;
- (7) Only one dog may be tethered to each direct point or trolley or cable system;
- (8) The restraint device shall not permit the animal to be in violation of section 6-11.

(b) Direct point tethering systems must also meet the following criteria:

- (1) The device must be at least 12 feet long and shall not violate section 6-11.

(c) Trolley or cable systems must also meet the following criteria:

- (1) The trolley or cable must be at least 15 feet long and shall not violate section 6-11.
- (2) The difference between the length of the tether and the height of the trolley or cable system must be a minimum of 12 feet long and shall not violate section 6-11.

Sec. 6-11. Animals on unenclosed premises.

It is unlawful for any person to chain, stake out, graze, or herd any animal on any unenclosed premises so that the animal or any part of it extends or can extend onto or over a sidewalk, alley, street, or other public property or beyond the owner's property line or in a commonly held area accessible to the public.

Sec. 6-12. Keeping potentially vicious or vicious animals.

- (a) It is unlawful for any person or owner to fail to confine a potentially vicious or vicious animal except;
 - (1) An animal confined within an enclosed automobile, truck, or other vehicle not being used as a public conveyance.
 - (2) An animal shipment on a public conveyance and properly confined in a shipping container conspicuously labeled "vicious animal" and constructed in such a manner as to prevent the animal from biting or attacking humans or other animals.
- (b) An owner who knowingly keeps a potentially vicious or vicious animal shall post conspicuous warning signs, containing a warning both in words and in symbol that a dangerous animal is on the premises. The signs shall be posted where the animal is kept and must be visible from the nearest public roadway or fifty feet, whichever is less.
- (c) An owner of a potentially vicious animal shall not permit or allow the animal to be upon any public park. An owner of a potentially vicious animal shall not permit or allow the animal to be upon any sidewalk, alley, street or any other public property unless the animal is on a leash no longer than four feet in length and the leash is held at all times by a person capable of controlling the potentially vicious animal.
- (d) An owner of a vicious animal shall not permit or allow the animal to be upon any sidewalk, alley, street, public park or any other public property.
- (e) An owner of a potentially vicious animal or a vicious animal shall not keep, permit or allow the animal on the property of another without first obtaining the explicit consent of the property owner.
- (f) If a person is found by the court, to have failed to confine and/or control any potentially vicious animal as required herein shall be ordered to:
 - (1) Keep the animal as required herein.
 - (2) Obtain a potentially vicious animal license.
 - (3) Permit Animal Control to inspect the property at which the animal is kept and inspect all animals kept thereon.
 - (4) Claim their animal within seven (7) days of the court ruling. Owners will be responsible for a daily boarding fee of ten dollars per day to be paid to the animal shelter upon release. Animals not claimed within seven days will be considered abandoned.

- (5) Provide proof that the animal has been spayed or neutered, or, if the animal is not spayed or neutered, the court shall order the animal to be spayed or neutered.
- (6) Provide proof that the animal has been implanted with a microchip containing the owner's identification, or, if it is not implanted with a microchip, the court shall order the animal to be implanted with a microchip.
- (7) Provide proof the animal has been vaccinated against rabies, or, if the animal is not vaccinated against rabies, the court shall order the animal to be vaccinated against rabies.
- (8) Immediately notify Animal Control if the animal escapes, attacks or injures a person or domestic animal. The owner shall notify Animal Control if the animal dies. A potentially vicious animal may only be sold or given away to a recipient who has obtained a potentially vicious animal license for the animal. The owner of the animal shall disclose the animal's previous behavior to the intended recipient.
- (9) Immediately surrender the animal to Animal Control if it is determined that the animal has become vicious.
- (10) Keep no more than one potentially vicious or vicious animal at a time.
- (11) No person who has been convicted of a violent felony, a dog fighting offense, aggravated cruelty to animals, or a felony involving trafficking any illegal drugs may own, keep, or live on the premises where a potentially vicious animal is owned or kept.
- (g) If an animal that has been found by the court to be potentially vicious commits a subsequent offense pursuant Subsection (a) of this section, the court may order the owner to surrender the animal to Animal Control or order the animal to be destroyed.
- (h) If an animal is found to be a vicious animal pursuant to Subsection (a), the court shall order the animal to be destroyed.
- (i) If a potentially vicious animal or vicious animal has bitten a person or animal, the animal shall be treated as required by all applicable laws, rules and regulations.

Sec. 6-13. Keeping hazardous animals.

It is unlawful for the owner of a hazardous animal to maintain or dispose of it in a manner which constitutes a threat to any person or other animal. In the event a hazardous animal is confiscated or comes into the possession of the animal shelter, the animal may be released to a properly accredited, licensed, or permitted educational institution, zoological park, museum, rescue, or it may be euthanized.

Sec. 6-14. Animals prohibited in Pecos River.

- (a) It shall be unlawful for any person or owner to allow or permit an animal to swim in the Pecos River at any point where either side of the river abuts a public park at any

point south of the flume near Calloway Drive and north of the Bataan (Greene Street) Bridge.

- (b) It shall be unlawful for any person to release any nonnative species of fish, reptile, amphibian, mollusk, crustacean, or waterfowl into the Pecos River, except as authorized by the appropriate government agency.

Sec. 6-15. Habitual animal howling, barking, and other noises.

- (a) It is unlawful for anyone to own, keep, or harbor any animal which habitually howls, yelps, whines, barks, or makes other noises in a manner which tends to disturb the public peace unreasonably. Any such animal shall be deemed a nuisance.
- (b) Any person who violates the provisions of this section shall be punished in accordance with the terms of section 1-6 of this Code, as it may be amended from time to time.
- (c) In addition to the penalties stated in subsection 6-2, above, a city animal control officer or police officer may impound any animal which is in violation of this section when such officer has probable cause to believe that:
 - (1) The owner or custodian of such animal is unavailable, or unwilling, or unable to control the animal; and
 - (2) Such animal will continue to disturb the public peace unreasonably.
- (d) If any person refuses to let such a city officer or employee enter the place where the animal is located, or refuses to let such officer or employee take possession of the animal, such city officer or employee shall obtain a court order permitting the entry onto the premises and the taking of such animal.

Sec. 6-16. Seizure of animals.

- (a) A peace officer or an animal control officer may apply to the municipal court for a warrant to search for and seize an animal or animals when that officer reasonably believes that:
 - (1) The life or health of the animal is endangered;
 - (2) An owner of a potentially vicious animal fails to comply with any part of Section 6-12 or 6-97; or
 - (3) An animal is a vicious animal as defined by this chapter.
- (b) The municipal court may issue a warrant for the seizure of the animal or animals, if the court finds probable cause that:
 - (1) The life or health of the animal is endangered;
 - (2) An owner of a potentially vicious animal fails to comply with any part of Section 6-12 or 6-97; or
 - (3) The animal is a vicious animal as defined by this chapter.
- (c) The officer seizing animals under the warrant shall give to the person from whose possession or premises the animals were taken a copy of the affidavit for the search

warrant, the search warrant, and a copy of the inventory of the animal or animals taken. If the owner of the animals cannot be determined or cannot be located, the officer seizing the animals under the warrant shall conspicuously post copies of the affidavit for the search warrant, the search warrant, and the inventory of the animals taken at the place from which animals were seized at the time the seizure occurs.

- (d) The court shall schedule a hearing on the matter as expeditiously as possible within 30 days unless good cause is shown by the city for a hearing at a later date.
- (e) Written notice regarding the time and location of the hearing shall be provided to the owner of the seized animals. The court may order publication of the notice of the hearing in a newspaper in general circulation in the city.
- (f) At the option and expense of the owner, the seized animals may be examined by a licensed veterinarian of the owner's choice.

Sec. 6-17. Sale of animals.

- (a) No person shall sell, offer for sale, buy, offer to buy, barter, give away, transfer, or otherwise dispose of an animal upon a street, sidewalk, public park, or parking lot except that a nonprofit entity's pet adoption event approved in writing by the City.
- (b) Pet Store Regulations
 - (1) Permit Required
 - a. Any person who intends to operate a pet store shall obtain a business registration from the City Clerk's office and a professional animal permit from the Animal Control Division of the Police Department.
 - b. When a professional animal permit is applied for, an inspection of the facility or premises used by a business shall be conducted by the Chief of Police, or his authorized agent, to determine compliance with relevant city ordinances.
 - 1. If the inspection reveals that the premises and the operation comply, a permit for the professional animal facility shall be issued. Permits are only valid for the approved premises.
Permits are not transferable.
 - c. A current permit shall be posted in a conspicuous place in every pet store.
 - d. Professional animal permits shall be issued annually and shall be renewed by the owner or custodian during the anniversary month of the permit.
 - e. A professional animal permit holder shall notify the Animal Control Division of any change in operations which may affect the status of the permit and shall keep the Animal Control Division informed of any change in name or location of the business.

(2) Facility and maintenance standards

a. General

1. All animal housing areas shall be structurally sound and constructed of nontoxic materials and the entire pet store shall be maintained in a clean and sanitary condition.
2. Interior and exterior floors and all animal contact areas shall be smooth, impervious to water, and able to be easily cleaned and sanitized.
3. Facilities shall be maintained in good repair and kept clean and sanitary at all times so as to protect animals from disease and injury and shall be secure enough to ensure containment of the animals within the pet store to minimize the risk of theft of the animal(s).
4. All enclosures such as pens, cages, runs, aquariums, terrariums and display areas shall provide adequate space to prevent overcrowding and to permit adequate exercise according to the requirements of the species.
5. Lighting shall be provided, whether natural or artificial or a combination of both, for a minimum of eight hours per day, at a sufficient level for inspection of the animals, routine cleaning and sanitation, and proper animal care.
6. Sufficient ventilation shall be provided to minimize odors and moisture and ensure the health and comfort of the animals.
7. Reliable and adequate electric power and/or gas shall be provided for lighting, air circulation, heating and cooling.
8. No animal shall be housed over a 24-hour period in an airline-type container.
9. No animal shall be confined to a window display area after business hours.
10. Wire flooring in cages is prohibited with the two following exceptions:
 - a) Rabbits housed in cages with wire mesh flooring shall be provided with a resting area that is solid and large enough for the rabbit to fully stretch out on. The mesh flooring shall be of small enough diameter so that the animal's foot cannot slip through and become injured; and
 - b) Sugar glider cages shall be no smaller than 36 by 24 by 36 inches with a mesh no larger than one inch by

one-half inch wide. Mesh sizes shall be smaller for cages housing nursing females and their offspring so as to keep the offspring from falling or escaping through the mesh. The cage shall have at least one nest box per animal and that box shall be no smaller than six by six inches with a circular entrance and hinged lid. The floor of the nest box shall be lined with species-appropriate bedding. The nest box shall be cleaned at least weekly. Branches and shelves shall be provided at different levels of the cage.

b. Indoor facilities

1. Buildings shall include four solid walls to protect animals from weather conditions and prevent entry of unauthorized persons.
2. Indoor housing shall be provided with sufficient heating and cooling to protect the housed animals from extreme temperatures and to provide for their health and comfort at all times. The ambient temperature shall be consistent with the needs of the animal species kept at the store.
3. Indoor housing for animals should be adequately ventilated with fresh air to minimize odors and moisture and to provide for the health and comfort of the animals at all times.
4. In order to prevent cross contamination or nose-to-nose contact by animals, the enclosures shall either be physically separated or solid dividers shall be required between each enclosure.
5. Indoor enclosures must be constructed so that water runoff does not enter adjacent enclosures and is rapidly eliminated from the floor.

c. Outdoor facilities

1. Outdoor facilities are prohibited except securely fenced exercise areas in which animals are allowed to exercise under direct supervision of a store employee.

d. Primary enclosures and display area.

1. All animals housed at the pet store shall be confined to a primary enclosure at all times unless under the direct supervision of employees of the pet store.
2. Primary enclosures and display areas shall not have wire flooring with the two exceptions listed in subsection (b) of this section.

3. Primary enclosures shall have a solid resting area large enough for each animal housed in that enclosure to stretch out on and lay down.
4. Primary enclosures and display areas shall be large enough and cleaned on a schedule (no less than daily) so that the animal can stay dry and avoid contact with excrement.
5. Primary animal enclosures shall be cleaned daily and sanitized between animals. Animals shall be removed from the enclosures during the cleaning process.
6. Each primary enclosure and display area shall display an identification tag for each animal or animal litter contained therein with the exception of aquariums housing schools of fish.
7. A primary enclosure which houses an avian(s) shall have at least two perches of different diameters which are appropriate for that avian.
8. Primary enclosures and display areas shall be constructed so as to:
 - a) Restrict contact with the public unless supervised by the pet store staff; and
 - b) Minimize the risk of injury to the animal; and
 - c) Minimize the risk of injury to the public; and
 - d) Minimize the risk of theft of the animal.
9. The primary enclosure for a cat shall not be less than two and one-half square feet per cat. The height of the primary enclosure shall not be less than two feet. The primary enclosure for a cat must contain at least one elevated resting area for each cat.
10. The primary enclosure for a cat shall have at least one litter pan per two cats.
11. Primary enclosures housing nursing cats with litters shall provide more space and resting areas than the minimum required for a single cat.
12. Space requirements for dogs:
 - a) A dog weighing less than 15 pounds shall have a minimum of four square feet of flat floor space.
 - b) A dog weighing 15 to 30 pounds shall have a minimum of eight square feet of flat floor space.
 - c) A dog weighing more than 30 pounds shall have a minimum of 12 square feet of flat floor space.

e. Waste disposal.

1. Provisions shall be made for the removal and proper disposal of animal food, waste, bedding, dead animals and debris.
2. Disposal facilities shall be provided and operated so as to minimize vermin infestation, odors and disease hazards.
3. Waste systems shall meet state and local regulations.

(3) Program and operation standards.

a. General.

1. Dogs or cats shall be purchased from USDA certified breeder and the pet store shall be required to have the animal inspected by a veterinarian and found to be in good health before purchase and documentation shall be kept for one year after sold date of the animal. A pet store shall maintain documentation of approved USDA licensed breeder.
2. Mammals of different species shall not be housed or displayed together in the same primary enclosure or display area.
3. Avian, reptiles, amphibians and fish may be housed or displayed in mixed species groups only if they are behaviorally and ecologically compatible and they do not present a disease transmission hazard to each other.
4. Compatibility of animals housed in groups shall be ascertained prior to leaving animals unattended and shall be monitored periodically.
5. Nursing dams and their offspring shall be housed in an enclosure that provides an area that is not visible to the public and is large enough for the animal to nurse all of the young at one time.
6. A pet store shall not sell, adopt or transfer an animal that is showing signs of a suspected contagious or zoonotic disease, nutritional disease, signs of parasitism or fractures or congenital abnormalities affecting its general health.
7. Prior to the sale or transfer, a pet store shall provide to the new owner written disclosure of the condition if the pet store sells or transfers an animal suffering from a health condition.
8. A pet store shall accept for refund or exchange any animal found within seven days of sale or transfer to be suffering from an undisclosed health condition as documented by a licensed veterinarian.
9. Written instructions for feeding, training, care and grooming of the animal shall be provided by the pet store to the new owner.

10. A pet store shall not exhibit, sale, or offer for sale any of the following:
 - a) Foxes (*Urocyon eineroarg-enteus*; *Vulpes fulva*);
 - b) Raccoons (*Procyon Lotor*);
 - c) Skunks (*Mephitis*);
 - d) Crocodiles, alligators, caimans, gharials (*Crocodylia*);
 - e) Venomous reptiles;
 - f) Venomous amphibians;
 - g) Venomous arachnids;
 11. A pet store shall report to the police department all animals which are or are suspected to be lost, missing, stolen or to have escaped.
 12. A pet store shall not buy dogs or cats from a puppy mill. The fine for violation shall be \$250 per animal. A pet store shall maintain official documentation identifying the supplier of the cats and dogs in accordance with this section.
- b. Food and water.
1. Sufficient wholesome food and potable water shall be provided to the animals, according to the needs of the species. The food shall be free from contamination, and of sufficient quality and nutritive value to meet the normal daily requirements for the condition, size, and age of the animal.
 2. Food storage areas shall be physically separated from the animal housing area as well as from the cleaning supply storage and from equipment cleaning area.
 3. Food shall be stored off the floor and in such a manner to avoid spoilage, contamination, and vermin.
 4. Open bags of kibble shall be stored in sealed containers.
 5. Open containers of canned food shall be sealed and kept refrigerated.
 6. Food containers shall be emptied and sanitized daily.
 7. Animals housed in groups shall be monitored during feeding time to ensure that all animals are able to eat adequately. Separation of the animals into different areas and/or use of crates may be necessary to ensure that this occurs.
 8. Water containers shall be emptied, sanitized and refilled with fresh potable water daily. Care shall be taken so that the water bowl does not present a hazard to the animal, especially young animals. Care shall also be taken to ensure that the water

containers cannot be overturned during the normal activity of the animals.

9. Food and water containers shall be clean and made of materials that can be sanitized or that are disposed of after each use.

c. Veterinary care.

1. Each animal shall be observed daily by the animal caretaker in charge for signs of disease, injury, or distress.
2. An isolation area shall be provided for containment of animals suspected of suffering from an infectious disease. An animal suspected of having an infectious disease shall be immediately separated from other susceptible animals and placed in the isolation area. Except nursing dams, an ill or injured animal shall be housed singly in a primary enclosure within the isolation area.
3. Sick, diseased or injured animals shall be provided with proper veterinary care within a reasonable amount of time. No animal shall be allowed to suffer due to lack of or delay of veterinary care.
4. A written veterinary-approved program shall be developed and updated at least annually. The minimum requirements for this program include parasite preventative program, vaccination programs, procedures to minimize disease transmission, disease and injury recognition training, as well as emergency care and procedures. This program shall also contain protocols for monitoring the effectiveness of the parasite program as well as a disease surveillance program.
5. A written program shall be instituted which details the procedures to follow in the case of an animal or environmental emergency.
6. Medical records shall be kept for each animal treated at the pet store. Every treatment an animal receives shall be recorded and made available to the new owner when sold.
7. Any animal suspected of showing symptoms of rabies infection shall be immediately segregated and reported to Animal Control.
8. A pet store shall employ or contract with a veterinarian to provide medical treatment, program consultation, and emergency care for the store animals.

d. Records.

1. Written or electronic records shall be maintained for a period of 365 days from the animal's sale date:
 - a) Purchase date and source of the purchase, including the United States Department of Agriculture (USDA) dealer license number if applicable;
 - b) Sale date and new owner's address and telephone number;
 - c) A description of the animal including species, breed, sex, color, distinctive markings, physical condition and health, age and USDA animal identification number if applicable;
 - d) Vaccination date(s) and vaccine label information;
 - e) Parasite control medications and dates of administration;
 - f) Medical records;
 - g) The disposition of the animal if not sold or transferred, including euthanasia and method, mortality and cause, if known, escape or other specific circumstance, and the date thereof.
 2. A written or electronic record required by this section shall be documented within seventy-two (72) hours of the event being documented.
 3. This record requirement excludes fish hatched at the pet store. Records for groups of animals that are commonly delivered to pet stores as litters such as pinkies and feeder rodents can be maintained in the form of litter records rather than individual animal records.
 4. Records required by this section shall be readily available for inspection by any designated agent of the City.
- e. Prior to selling any pet food products, the business owner shall ensure that the food product is registered with the New Mexico Department of Agriculture.

(4) Inspections

- a. Animal control officers shall be permitted to enter, at any reasonable time, for the purpose of inspecting any premises operating under authority of a professional animal permit, to determine compliance with this chapter.

(5) Compliance required

- a. Compliance with this chapter shall not exempt any pet store from the provisions of:
 1. Chapter 28 of this code; and
 2. Chapter 6 of this code.

(6) Violations; Suspensions and Revocation

- a. A permit may be denied or suspended by the Animal Control Division upon a determination that the holder of the permit is in violation of the provisions of this chapter.
- b. Upon inspection of premises, if an ACO discovers what, in his professional judgment, is a violation, the officer shall notify the permit holder in writing. The notification shall:
 1. State the specific violation found;
 2. Establish a specific and reasonable period of time for correction of the violation; and
 3. State that failure to comply with notice issued could result in suspension or revocation of the permit.
- c. If an ACO finds any violation, unsanitary or other conditions in the operation of a pet store which, in his professional judgment, constitutes a substantial hazard to animal or public health, the officer may, without prior warning or hearing, issue a written notice to the permit holder or operator citing the conditions and specifying the corrective action to be taken. If deemed necessary, the notice shall state that the permit is immediately suspended and all operations are to be immediately discontinued. Any permit holder or operator to whom an order is issued shall comply with the notice immediately.
- d. An opportunity for an appeal on any denial or suspension shall, upon written notification within 30 days to the City Clerk, be provided. The time and place will be determined by the City Manager. Based upon the record of the hearing, the governing body shall make a finding and shall sustain, modify or rescind the action considered at the hearing.
- e. For serious or repeated violations of the requirements of this chapter, or upon interference with an animal control officer in the performance of duties, a permit may be denied or suspended after an opportunity for hearing has been provided. Prior to the action, the Police Department shall notify the applicant or permit holder, in writing, of the reason for which the permit is subject to denial, suspension or revocation and that the action shall be taken at the end of five days following service of the notice, unless a request for a hearing is filed with the governing body by the permit holder within five days of receipt of written notice.

(7) Penalty

- a. Failure to obtain a license required by this chapter shall constitute a violation. Any person conducting activities required to be licensed under this chapter who has not obtained such license shall be fined

\$300 and shall either obtain the required license under this chapter or cease conducting such activities.

- b. Any person required to be licensed under this chapter who violates any of the provisions of this section shall be fined as follows:
 1. If such violation results in injury to an animal in the course of the activity required to be licensed, and the person required to be licensed has not obtained such license, the fine shall be \$300.
 2. If such violation results in injury to an animal in the course of the activity required to be licensed, and the person required to be licensed has such license, the fine shall be \$200.
 3. If such violation does not result in injury to an animal in the course of the activity required to be licensed, and the person required to be licensed has such license, the fine shall be \$100.

Sec. 6-18. Abatement of pigeon nuisance.

(a) Definitions.

The following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abate shall mean to reduce, stop or prevent a Pigeon Nuisance

Feeding shall mean providing food to Pigeons. Food may include, but is not limited to grain, seed, greens, breadcrumbs and other miscellaneous food scraps, including garbage not properly contained or disposed of. Feeding shall not include the providing of food to Pigeons as part of an appropriate population control or flock reduction program.

Pigeon shall mean *Columba livia*, also known as the Rock Pigeon or Rock Dove. For the purposes of this section, "Pigeon" includes any feral pigeon and does not include domestic pigeons used for recreation, racing, or show.

Pigeon Harborage shall mean any condition which provides shelter, nesting sites, or protection for Pigeons; thus favoring their multiplication and continued inhabitancy in, under, or outside a structure or premise. Housing, care, or shelter provided for injured or ill Pigeons that are being rehabilitated is not considered Pigeon Harborage.

Pigeon Nuisance shall mean the congregation of Pigeons at a location when such congregation of Pigeons results in the accumulation of Pigeon droppings or other Pigeon-related waste. In addition, Pigeon Nuisance shall include the accumulation of Pigeon

excrement, nesting materials, Pigeon carcasses, and/or other Pigeon-related detritus that may be damaging to property, pose a threat to public health and welfare.

Pigeon-proofing shall mean actions taken to abate a Pigeon Nuisance. The actions may include, but are not limited to:

- (1) construction to prevent the ingress of Pigeons into or under buildings or structures from the exterior;
- (2) steps taken to prevent the congregation of Pigeons in a given location including the addition of anti-roosting spikes, mesh, or other materials to prevent roosting; or
- (3) the removal or covering of sources of food for Pigeons.

Property shall mean real property and/or improvements including land, buildings, and structures regardless of use for residential, commercial, or other purposes.

Responsible Party shall mean the person or persons who hold legal or equitable interest in Property which empowers them to take appropriate actions to Abate a Pigeon Nuisance found to exist on that Property. This may include, but not be limited to a person with ownership, condominium rights, time-share rights, leasehold rights or an easement, license, contractual right, and any right or obligation to manage or act as agent or trustee for any person holding any of the foregoing interests. The owner of real property shall be presumed to be a Responsible Party.

(b) Investigation and Abatement of a Pigeon Nuisance.

- (1) There shall be an investigation of any complaint made to the City Administrator or the City Administrator's designee to determine if a Pigeon Nuisance exists. In addition, the City Administrator or the City Administrator's designee may initiate an investigation to determine if a Pigeon Nuisance exists when there has been no complaint made.
- (2) The City Administrator or the City Administrator's designee shall determine if a Pigeon Nuisance exists.
- (3) The City Administrator or the City Administrator's designee shall attempt to contact the property owner and any person on the property who appears to be a Responsible Party to notify them that a Pigeon Nuisance has been determined to exist.
- (4) An Abatement Agreement may provide for the use of any Pigeon-proofing method agreed upon by the City Administrator or the City Administrator's designee and the Responsible Party. If the Abatement and/or Pigeon-proofing involves the removal of accumulations of Pigeon excrement, nesting materials, Pigeon carcasses or other Pigeon-related detritus, the method

selected for such removal shall protect human health and ensure that ground water, surface water and real property are not contaminated by the waste.

- (5) If the City Administrator or the City Administrator's designee determines that the Responsible Party is in violation of this ordinance and is unwilling to comply with this ordinance, or if the Responsible Party fails to act on or complete the terms and conditions agreed to in an Abatement Agreement by the time or times set forth in the Agreement, the City Administrator or the City Administrator's designee may proceed to seek the penalties provided in Section 1-6 of the Code of Ordinances.

(c) Inspection of Buildings, Premises and Vacant Lots.

- (1) The City Administrator or the City Administrator's designee is authorized, by obtaining consent of the owner or occupant, and at reasonable times, to make such inspections of property as is necessary to perform a thorough investigation. For the purpose of making such inspections, the City Administrator or the City Administrator's designee is authorized to enter onto premises to examine and/or survey property only after reasonable notice to and consent from the owner and any person occupying the property. Such entry shall be made in a manner as to cause the least reasonably possible inconvenience to the person in control of the property. In the event that entry is denied the City Administrator or the City Administrator's designee shall obtain a court order for this purpose from a court of competent jurisdiction.

(d) Pigeon Feeding Violations and Penalties.

- (1) It is a violation of this ordinance for any person to intentionally Feed Pigeons on any public or private property within the City of Carlsbad.
- (2) It is a violation of this ordinance for any person to permit or allow the placement or discard of food, food by-products, vegetables, garbage or animal food of any kind in a manner that such persons knows will reasonably result in the Feeding, lingering, roosting, and/or congregating of Pigeons.
- (3) This prohibition does not extend to domesticated birds used for recreation, racing, or show, or to injured or ill Pigeons that are being rehabilitated and are kept at all times in cages or that are prevented from creating Pigeon Nuisance conditions.
- (4) This prohibition does not extend to birdseed or bird food set out in bird feeders or otherwise provided to birds other than Pigeons, provided that the birdseed or bird food does not attract significant numbers of Pigeons or create conditions that constitute a Pigeon Nuisance.
- (5) Each act in violation of this section shall constitute a public nuisance and a separate violation. Any person who violates this section shall be subject to the penalties set forth in Section 1-6 of the Code of Ordinances.

(e) Pigeon Nuisance Violations and Penalties.

- (1) No person shall create or foster any condition or allow any condition to exist or continue which in any way harbors a number of Pigeons or results in an infestation of Pigeons that would constitute a Pigeon Nuisance.
- (2) No person shall allow the accumulation of Pigeon excrement, nesting materials, Pigeon carcasses and/or other Pigeon-related detritus that would constitute a Pigeon Nuisance on property where the person is the owner or occupant.
- (3) Each act in violation of this section shall constitute a public nuisance and a separate violation. Any person who violates this section shall be subject to the penalties set forth in Section 1-6 of the Code of Ordinances.

(f) Additional Remedies.

- (1) Nothing in this ordinance shall be construed to preclude the City from seeking any other remedy available in law or equity.

Secs. 6-19--6-35. Reserved.

ARTICLE II. ANIMAL SHELTER
DIVISION 1. GENERALLY

Sec. 6-36. Establishment and maintenance.

An animal shelter or shelters shall be established and maintained at such place or places as may be determined by the governing body of the city. Animal shelter facilities or services or animal adoption services may be provided for by agreement with a veterinary hospital, a kennel, an animal shelter, a qualified organization or individual, or in cooperation with other municipalities or counties. Such agreement shall be at such terms and conditions as the governing body of the city may deem desirable. At any time such a contract exists, the names and addresses of such organizations or individuals will be available at the animal shelter and the city clerk's office.

Sec. 6-37. Impoundment authorized.

An animal shelter is provided for the following animals:

- (a) Except as permitted in § 6-71, all owned and unowned animals susceptible to rabies which have bitten a person or exposed a person to rabies shall be impounded in the animal shelter. Such animals shall be either destroyed or confined in isolation for a period of at least ten days. If the animal dies or is destroyed during the confinement period, the carcass shall be treated as required by all applicable laws, rules, and regulations.

- (b) Animals found to be running at large, abandoned animals, animals released to the city by their owners, vicious animals, potentially vicious animals, hazardous animals, and animals attacking livestock may be impounded in the animal shelter.
- (c) Any animal not maintained in accordance with any provision of this chapter may be impounded in the animal shelter.
- (d) If any animal found running at large has a current city license tag, the animal control officer shall make a diligent effort to identify and contact the owner of such animal.

Sec. 6-38. Treatment of impounded animals.

During the period any animal is impounded, it shall be supplied with proper food and potable water to be furnished by the animal shelter and shall be treated in a humane manner. Animals which, in the opinion of the city or animal shelter staff, are or become sick or injured while at the animal shelter may be destroyed.

Sec. 6-39. Disposition of impounded animals.

- (a) An animal eligible for release may be redeemed by its owner upon the owner's provision to the shelter of adequate proof of ownership.
- (b) Any impounded animal not redeemed by its owner within four days after it becomes eligible for release may be:
 - (1) Placed for adoption;
 - (2) Placed with a foster home or animal rescue organization approved by the city or the entity operating the shelter;
 - (3) Released to the wild, if appropriate;
 - (4) Disposed of as directed by any applicable law, rule, or regulation; or
 - (5) Destroyed in accordance with the provisions of this chapter.
- (c) An animal is not eligible for release if:
 - (1) The animal is or is suspected of being a vicious animal or a hazardous animal;
 - (2) The animal is or is suspected of being rabid, exposed to rabies, or having exposed a person or animal to rabies;
 - (3) The owner has been cited with a violation of this chapter;
 - (4) The animal is being held subject to a court order; or
 - (5) As otherwise required by any applicable ordinance, law, rule, regulation, or order.
- (d) Livestock shall be disposed of in the manner provided for in any applicable laws of the state. If there are no applicable laws of the state, the livestock may be sold or otherwise disposed of according to the terms of this chapter.

Sec. 6-40. Adoption of impounded animals.

- (a) Any animal eligible for release and considered by the animal shelter to be suitable for adoption may be held in the shelter for adoption if not redeemed by the owner within

four days of the animal's intake. Any animal brought by the owner into the shelter for adoption may be placed for adoption at once. Animals which, in the opinion of the city or animal shelter, are sick, injured, or considered to be unadoptable may be destroyed.

- (b) Any person over the age of 18 years may apply to adopt an animal eligible for adoption. The city and the operator of the shelter shall have the discretion to review and approve or disapprove the application and/or the applicant.
- (c) Any person adopting an animal shall be required to pay the established adoption fee for each animal so adopted, any applicable sterilization deposit, and any costs or expenses incurred. All dogs and cats adopted from the animal shelter shall be, at the adopter's expense, immunized against rabies and licensed as required.
- (d) No impounded animal shall be adopted for the purpose of breeding or resale. No animal shall be sold or given to or used for medical laboratory use. Every dog or cat adopted from the animal shelter shall be spayed or neutered by a licensed veterinarian at the expense of the adopting party. The animal being adopted may be held at the shelter until it is altered, or the shelter may make arrangements to have all or part of the cost of altering the animal paid to the city by the adopting party to insure compliance with this section. Any individual who qualifies may apply for financial assistance to help pay the cost of altering through a reduced cost spay/neuter program, if such program is available.

Sec. 6-41. Adoption and redemption fees.

- (a) Any owner redeeming an animal shall be required to pay:
 - (1) The established redemption fee for each animal redeemed;
 - (2) Any applicable sterilization deposit;
 - (3) At the redeemer's expense, having a pet microchip implanted in the animal at the shelter or other location approved by the shelter, if the animal does not already have a microchip; and
 - (4) Any costs and expenses incurred including but are not limited to, veterinary care, shelter costs, and transportation.
- (b) Any person adopting an animal shall be required to pay:
 - (1) The established adoption fee for each animal adopted; and
 - (2) Any applicable sterilization deposit.
- (c) All dogs and cats adopted or redeemed from the animal shelter shall be, at the adopter's or redeemer's expense immunized against rabies and licensed as required.

DIVISION 2. ANIMAL CONTROL OFFICER

Sec. 6-51. Employment generally.

- (a) An animal control officer shall be employed by the city at such salary or other compensation as may be determined by the governing body of the city.

- (b) The animal control officer shall be deputized to enforce animal control laws, orders, ordinances, and regulations and shall perform all the duties prescribed by this chapter. The animal control officer shall prevent and control the spread of rabies within the city, including but not limited to the capture and confinement or disposition of rabies suspect animals, the enforcement of quarantine orders, the destruction or confinement of animals exposed to rabies, and the enforcement of pet skunk regulations.
- (c) The animal control officer shall be under the supervision and direction of the chief of police.

Sec. 6-52. Disposal of dead animals from public places.

The animal control officer shall remove and dispose of all dead animals found on any streets or other public places.

Sec. 6-53. Disposal of animals for individuals.

The animal control officer, on request of the owner and upon payment of the required fee, may remove and dispose of any dead or live animal lawfully in the possession of such owner.

Sec. 6-54. Pursuit of animals.

In carrying out the provisions of this chapter, every deputized animal control officer is authorized to pursue a straying animal, or potentially vicious or vicious animal, or dog molesting livestock or any animal with symptoms of rabies onto private premises unless permission to make such pursuit is explicitly refused by the occupant. If the occupant explicitly refuses permission, the animal control officer may obtain a court order permitting the entry onto the premises.

Sec. 6-55. Dogs, destruction by peace officer or animal control officer.

- (a) Any peace officer or animal control officer may impound any dog found running at large unaccompanied by and not under the control of the owner or handler, and further, the peace officer or animal control officer may destroy the dog if it is in the act of pursuing or wounding livestock or wounding and killing poultry or attacking humans.
- (b) Any peace officer or animal control officer may kill any dog in the act of pursuing or wounding any livestock or wounding or killing poultry or attacking humans whether or not the dog wears a rabies tag required by law. There shall be no liability of the peace officer or animal control officer in damages or otherwise for such killing.

Sec. 6-56. Unlawful to obstruct or interfere with an animal control officer.

It shall be unlawful for any person to obstruct or interfere with an animal control officer in the performance of his or her duties. Any person who shall violate the provisions of

this section shall be punished in accordance with section 1-6 of this Code, provided however, that, upon first conviction pursuant to this section, a person shall be sentenced to pay a fine of not less than \$200.00 which fine may be suspended in whole or in part or deferred by discretion of the judge. Upon a subsequent conviction pursuant to this section, the mandatory minimum fine of \$200.00 shall be increased by no less than \$50.00 for each such subsequent offense, no part of which total fine shall be deferred or suspended by the judge. No single fine provided by this subsection may exceed the jurisdictional limit of a fine which may be imposed by the municipal court.

Sec. 6-57. Unauthorized removal of animals.

No person shall remove or release an impounded animal from an animal control officer, an animal control vehicle, a police officer, a police vehicle, or animal shelter without proper authorization.

Secs. 6-58--6-65. Reserved.

**ARTICLE III. DOGS AND CATS AND RABIES CONTROL
DIVISION 1. GENERALLY**

Sec. 6-66. Dogs running at large generally.

- (a) It shall be unlawful for the owner of any dog to cause, allow, or permit the dog to run at large in or on any public property or in or on any other property without the permission of the owner of the property. Any dog running at large in violation of this section may be taken up and impounded by an animal control officer. A citation may be issued to the owner whether or not the dog is impounded.
- (b) Any person who shall violate the provisions of subsection (a) of this section shall be punished in accordance with section 1-6 of this Code, provided however, that:
 - (1) If the owner is unable to provide written proof, satisfactory to the Court, that the dog has been both spayed or neutered and is currently vaccinated against rabies, then:
 - a. Upon first conviction pursuant to this section, a person shall be sentenced to pay a fine of not less than \$200.00 which fine may be suspended in whole or in part or deferred by discretion of the judge with the condition that the owner will provide the court with written proof that the dog has been spayed or neutered or currently vaccinated against rabies within a time set by the court.
 - b. Upon a subsequent conviction pursuant to this section, the mandatory minimum fine of \$200.00 shall be increased by no less than \$25.00 for each such subsequent offense, no part of which total fine shall be deferred or suspended by the judge.

- (2) If the owner provides written proof, satisfactory to the Court, that the dog has been both spayed or neutered and currently vaccinated against rabies, then:
 - a. Upon first conviction pursuant to this section, a person shall be sentenced to pay a fine of not less than \$80.00 which fine may be suspended in whole or in part or deferred by discretion of the judge.
 - b. Upon a subsequent conviction pursuant to this section, the mandatory minimum fine of \$80.00 shall be increased by no less than \$25.00 for each such subsequent offense, no part of which total fine shall be deferred or suspended by the judge.
- (3) No single fine provided by this subsection may exceed the jurisdictional limit of a fine which may be imposed by the municipal court.
- (4) In addition to the above prescribed fines, the judge has discretion to imprison the violator for a period of up to 90 days for each offense.
- (c) Upon conviction for any violation of this section, when the animal has bitten any person, the judge having jurisdiction thereof may impose the conditions pursuant to Sec. 6-12 in addition to all other fines and penalties which may be imposed for such violation.

Sec. 6-67. Restraint of dogs.

- (a) Dogs which are not qualified service animals shall not be allowed upon playgrounds, athletic fields, upon the grounds of public swimming pools, golf courses or the Carlsbad Municipal Beach swimming area.
- (b) No dog shall be allowed upon streets, alleys, sidewalks, or other public property unless it is at all times on a secure leash not exceeding eight feet in length and under the immediate physical control of a person capable of controlling the dog.
- (c) Dogs may be walked in public parks other than those areas listed in subsection (a) of this section. Dogs being walked in permitted public park areas shall be in compliance with the following regulations:
 - (1) Dogs must have current rabies tags and current city licenses, if applicable, attached to their collars or harnesses;
 - (2) Dogs must be on a leash at all times with such leash no longer than eight (8) feet in length, and such leash shall be held by a person capable of controlling the dog;
 - (3) Dogs shall not be left unattended or chained or tied to an object; unattended dogs may be taken up and impounded by an animal control or peace officer; and
 - (4) Dogs shall not interfere with or impede the use and enjoyment of those facilities and parks by others.
 - (5) Dogs shall not commit any damage or nuisance.

- (6) No person shall allow a dog to defecate upon a public park without thoroughly removing and properly disposing of the feces. Any feces placed in a dumpster shall be first wrapped securely in plastic.
 - (7) Potentially vicious or vicious animals are not permitted in public parks.
 - (8) Persons walking dogs on the sidewalk in the public parks shall give the right of way to pedestrians allowing enough space for pedestrians to pass freely without contact with the dog.
 - (9) No dogs are allowed in the Lake Carlsbad Recreation Area during the Fourth of July holiday.
- (d) Dogs are permitted to use and be off-leash within the fenced area of the Carlsbad Dog Park in the Bataan Recreation Area north of East Lea Street. All dogs at the Carlsbad Dog Park shall be accompanied at all times by the dog's owner or other responsible person. The owner or responsible person must be capable of restraining the dog. No dog shall be unaccompanied at any time within the Carlsbad Dog Park. If a dog is at the Carlsbad Dog Park without a person capable of restraining the dog, that dog will be considered to be unaccompanied and may be taken and impounded by an animal control or peace officer. Persons and dogs using the Carlsbad Dog Park shall obey all posted instructions and rules at the Carlsbad Dog Park. While coming or going from the Carlsbad Dog Park, dogs shall be in compliance with the following regulations:
- (1) Dogs must have current rabies tags and current city licenses, if applicable, attached to their collars or harnesses;
 - (2) Dogs shall be on a leash at all times with such leash no longer than eight (8) feet in length, and such leash shall be held by a person capable of controlling the dog;
 - (3) Dogs shall not be left unattended or chained or tied to an object; unattended dogs may be taken up and impounded by an animal control or peace officer; and
 - (4) Dogs shall not interfere with or impede the use and enjoyment of those facilities and parks by others.
 - (5) Dogs shall not commit any damage or nuisance.
 - (6) No person shall allow a dog to defecate upon a public park without thoroughly removing and properly disposing of the feces. Any feces placed in a dumpster shall be first wrapped securely in plastic.
 - (7) Potentially vicious or vicious animals are not permitted in public parks.
 - (8) Persons walking dogs on the sidewalk in the public parks shall give the right of way to pedestrians allowing enough space for pedestrians to pass freely without contact with the dog.
- (e) In addition to all other fines or penalties, the judge having jurisdiction thereof may ban a person in violation of this section from bringing any dog into any public park or other public place.

- (f) A leash shall not be required when the dog is participating in a bona fide animal show which has been authorized by the city administrator, or the city administrator's designee.

Sec. 6-68. Dog defecation, cleanup.

No person shall allow a dog to defecate upon public property or upon any private property other than the property of the owner of the dog without thoroughly removing and properly disposing of the feces. Any feces placed in a dumpster shall be first wrapped securely in plastic.

Sec. 6-69. Return of found dogs and cats.

A person who finds a dog or cat shall make a valid effort to find the animal's owner, including having the animal scanned for a microchip and filing a found animal report with the animal shelter. If the animal has a microchip or an identification tag, the animal shall be placed with the shelter.

Sec. 6-70. Dog or cat in heat or estrus to be confined.

An owner shall confine his or her female dog or cat in heat or estrus so that other dogs or cats are not attracted to the animal in heat or estrus and so that the animal in heat or estrus can only come into contact with dogs or cats intended to be bred with it.

Sec. 6-71. Vaccination of dogs and cats required.

- (a) The owner of any dog or cat shall have the dog or cat vaccinated against rabies as required by all applicable regulations of the state department of health or its successor agency. All anti-rabies vaccines shall be administered by or under the supervision of a licensed veterinarian who shall also issue a serially numbered certificate and tag for each such administration.
- (b) The veterinarian who administers anti-rabies vaccine to any dog or cat shall issue to the owner of the animal a serially numbered vaccination certificate containing:
 - (1) The name and address of the veterinarian;
 - (2) The type of vaccine used;
 - (3) The initials of the producer of the vaccine;
 - (4) The name and address of the owner of the animal;
 - (5) A description of the animal vaccinated;
 - (6) The date of vaccination; and
 - (7) The expiration date of the period of immunity.
- (c) The veterinarian who administers the anti-rabies vaccine to any dog or cat shall also furnish the owner with a metal tag bearing the certificate number and the year of vaccination. The tags shall be affixed by the owner to a collar or harness which shall be worn by the animal for which the certificate is issued at all times.

- (d) Any dog or cat brought into the city shall be securely confined by the owner until vaccinated against rabies and until licensed by the city. The anti-rabies vaccination shall be administered and the license secured within one week after the entry into the city. A current certificate of vaccination issued by a licensed veterinarian in another city, state or foreign country that conforms to all applicable requirements of the city and the State of New Mexico shall be accepted as proof of vaccination.
- (e) The owner of a dog or cat shall exhibit the animal's certificate of anti-rabies vaccination upon demand by an animal control or police officer.

Sec. 6-72. Animal bites on persons; notice; and procedure.

- (a) When any person is bitten or exposed to rabies by an animal, it is the duty of such person or his or her parent or guardian and any person having knowledge of the whereabouts of the animal to immediately notify the police department or an animal control officer.
- (b) Every physician shall, within 24 hours after his or her first professional attendance upon a person exposed to rabies or bitten by any animal, report to an animal control officer or the police department the name, age, sex, telephone number, and address of the person bitten, as well as the type and location of the bite on the victim's body.
- (c) Any animal that has bitten a person or is suspected of having exposed a person to rabies shall either be destroyed and the carcass handled as required by all applicable laws, rules, and regulations, or the animal shall be immediately confined and isolated for observation at a place and in a manner designated by an animal control officer for a period of at least ten (10) days. If the owner cannot or does not confine and isolate the animal as required, an animal control officer may seize and confine the animal. The animal's owner shall be responsible for and shall bear all costs and expenses of confinement.
- (d) The animal may be confined and isolated upon the owner's premises only if the owner can prove to the city's satisfaction that the animal has a current anti-rabies vaccination, and the premises are inspected and approved for rabies confinement by an animal control officer. The owner of the animal shall agree to indemnify the city for any damages which may arise as a result of the animal's confinement or escape, and shall enter into an indemnity agreement on a form approved and required by the city before any confinement on the owner's property.
- (e) A person who has custody of an animal that has bitten a person or exposed a person to rabies shall immediately notify an animal control officer if the animal shows any signs of sickness, abnormal behavior, or if the animal escapes confinement. If the animal dies while in confinement, the person having custody of the animal shall notify an animal control officer immediately and surrender the carcass of the animal to an animal control officer.

- (f) If the animal shows any signs or symptoms of rabies during its confinement and observation period, it shall be destroyed and the carcass shall be handled as required by all applicable laws, rules, and regulations.

Sec. 6-73. Animals exposed to rabies.

When circumstances indicate an animal has been bitten by a known rabid animal or exposed to rabies, or when an animal is showing signs of having rabies, the following procedures shall apply:

- (a) Any person who has knowledge of such an animal shall immediately notify the police department or an animal control officer of the animal's condition and location.
- (b) The owner shall immediately confine the animal and shall surrender it to an animal control officer upon demand.
- (c) The animal shall be dealt with in accordance with all applicable ordinances and state laws, rules, and regulations.

Sec. 6-74. Redemption of confined animals.

The owner of any animal confined in the animal shelter for observation of rabies pursuant to this chapter may redeem such animal after confinement, if it is found to be free of rabies symptoms, and if it is eligible for release, by paying the established confinement fee, any costs and expenses incurred during its confinement, and obtaining a current city license, if applicable.

Sec. 6-75. Keeping an unvaccinated dog or cat or rabid animal; procedure following death of animal from rabies.

- (a) It is unlawful to own or keep any unvaccinated dog or cat or any animal which has shown any symptoms of rabies, except that, if such animal has bitten a human being, a dog or cat may be confined as permitted by all applicable ordinances, laws, rules, and regulations. If the animal dies during the confinement period, the head shall be immediately sent to a laboratory by an animal control officer.
- (b) The head of any animal suspected of having died of rabies shall be immediately sent to a laboratory designated by the Department of Health of the State of New Mexico, Division of Epidemiology, Evaluation and Planning, under such procedures as are specified by the division or its successor in authority.

Sec. 6-76. Rabies quarantine.

The City Administrator or his or her designee may declare a quarantine against rabies within the city when, in his or her judgment, rabies exists to the extent that it is a danger to public health. Upon such declaration, all designated animals within the city shall be quarantined as directed. After reasonable effort to apprehend any dog or cat running at large and uncontrolled by its owner during a period of quarantine, any animal control

officer or police officer may destroy the dog or cat and properly dispose of the body. The City Administrator or his or her designee may order other measures as may be necessary to prevent the spread of rabies. A quarantine shall not be removed except on order of the City Administrator or his or her designee.

Sec. 6-77. Failure to license, vaccinate, report animal bites declared misdemeanor. It is a misdemeanor for any person who is the owner of an animal to fail to have the same vaccinated against rabies and licensed as required by this chapter. It is a misdemeanor for any physician to fail to report a person bitten by an animal.

Secs. 6-78--6-90. Reserved.

DIVISION 2. LICENSE

Sec. 6-91. City animal license required.

The owner of a dog or cat over the age of three months shall obtain and continuously maintain a current, valid city animal license for the animal. Persons who do not reside in the city and who keep a dog or cat in the city for both fewer than 30 consecutive days and for fewer than 90 days in total in any one year shall be exempt from this licensing requirement.

Sec. 6-92. Licensing of qualified service dog or cat.

Every owner of a qualified assistance dog or cat shall have such animal licensed as provided in this article. The city shall charge no license fee for the licensing of qualified assistance animals. Qualified assistance animals shall include all categories of animals as defined in the laws of the state.

Sec. 6-93. Term for City animal license and potentially vicious animal license; fees.

- (a) A city animal license and/or potentially vicious animal license shall become effective as of the date and time of its issuance and shall terminate on the expiration date stated on the certificate. Failure to renew a City animal license within 30 days after its expiration shall result in the imposition of a late fee in addition to all other fees. Failure to renew a potentially vicious animal license prior to expiration shall result in the imposition of a late fee in addition to all other fees.
- (b) The fees for city animal and potentially vicious animal licenses shall be set from time to time by the governing body of the city. A schedule of such fees is on file in the city clerk's office.

Sec. 6-94. Issuance: receipt.

- (a) The City animal licenses required by this division may be issued by either the city clerk or at other locations designated by the governing body of the city. Such other

locations may include city animal shelters and veterinary practice locations.

Veterinarians may accept city license fee payments and may issue city licenses only if they have entered into a current agreement with the city to do so.

- (b) The potentially vicious animal license may be issued by the city clerk upon approval of an animal control officer.
- (c) The city license and potentially vicious animal tags and certificates shall be serially numbered and the certificates shall contain the name and address of the animal's owner, a description of the animal, proof of rabies vaccination, and the expiration date of the license.

Sec. 6-95. Anti-rabies vaccination required.

No city animal license or potentially vicious animal license shall be issued unless the owner presents a rabies vaccination certificate showing that the animal is currently vaccinated against rabies as required by all applicable regulations of the state department of health or its successor agency.

Sec. 6-96. New license required for adopted dog or cat.

If the person adopting any dog or cat from the city animal shelter lives within the city of Carlsbad, that person shall obtain a city license for each animal adopted.

Sec. 6-97. Potentially vicious animal license.

If a person is found by the court, to have failed to confine and/or control any potentially vicious animal as required by Sec. 6-12, to retain their animal, they shall obtain a potentially vicious animal license.

- (a) Prior to the issuance of a potentially vicious animal license, the owner of the animal shall permit Animal Control to inspect the property at which the animal is kept and inspect all animals kept thereon. No license will be issued without the approval of the Animal Control Division.
 - a. Animal Control shall ensure the designated enclosure or restraint device is suitable for containing and controlling the animal from escape or public access.
 - b. Animal Control shall ensure conspicuous warning signs, containing a warning both in words and in a symbol that a dangerous animal is on the premises is posted and clearly visible to the public.
 - c. Animal Control shall also ensure there are no other safety concerns before approving the issuance of the potentially vicious animal license.
 - d. Animal Control shall ensure the owner and other occupants of the property are free of disqualifying criminal convictions.

- e. The owner's history of violations of this Chapter shall be considered before a potentially vicious animal license is issued. An owner with a significant history of violations of this Chapter shall not be approved.
- (b) Failed inspections
- a. If an applicant of a potentially vicious animal license fails to pass the property inspection, Animal Control shall provide the applicant, in writing, a detailed description of the items needing corrective action. A copy of the recommendations shall be forwarded to the court and a copy will be maintained in the Records Division of the Police Department.
 - b. Animal Control will allow the applicant five days to remedy the issues before inspecting the property again.
 - c. Upon a subsequent, the court may order the owner of a potentially vicious animal to surrender the animal to Animal Control.

Sec. 6-98. Tag--Issuance; permanent attachment to collar.

City license and potentially vicious animal license tags shall bear an identifying number. The license tag shall be permanently and securely affixed to the collar or harness to be worn at all times by the dog or cat so licensed. The license tag need not be worn when the dog or cat is confined in a commercial kennel or veterinary hospital, is appearing in a bona fide animal show, or is being trained so long as the person who is keeping, showing, or training the animal has the tag readily available in his or her possession and immediately displays the tag upon the request of a police officer or animal control officer.

Sec. 6-99. Duplicates.

If a city license or potentially vicious animal tag is lost or stolen, the owner of the dog or cat may procure a duplicate license tag from the city clerk on payment of the fee set therefor.

Sec. 6-100. Unlawful use of rabies vaccination certificate, tag, city license or tag or potentially vicious animal license or tag.

No person shall affix an anti-rabies tag, a city license tag or potentially vicious animal license tag to the collar or harness of any animal other than the animal for which the tag was properly issued. No person shall keep, manufacture, or use a stolen, counterfeit, or forged animal anti-rabies vaccination certificate or tag, city license or tag or potentially vicious animal license or tag.

Chapter 7 RESERVED

Committee Reports

ADJOURN