# AGENDA

City Council Regular Meeting
Janell Whitlock Municipal Complex
114 S. Halagueno Street
Carlsbad, New Mexico
April 14, 2026 at 6:00 PM

Invocation – Pledge of Allegiance

1. City of Carlsbad Employee Recognition
   A. Detective T. Nyce
   B. Detective J. Landgraf
   C. Crime Scene Investigator S. Nelson
   D. BLM T. Grayston

2. Consider Approval of Resolution 2026-21, a Resolution making certain budgetary adjustments to the 2025-26 Fiscal Year Budget

3. Routine and Regular Business

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

A. Minutes of the City Council Special Meeting held on March 16, 2026

B. Minutes of the City Council Meeting held on March 24, 2026

C. City Personnel Report

D. Purchasing

1) Consider Approval to Award RFP 2026-03 to multiple contractors for on-call Construction Services

2) Consider Approval to Award Bid 2026-04 to Deans Inc. for Emergency Vehicle Equipment and Upfitting for the Carlsbad Fire Department vehicles

E. Agreements and Contracts

1) Consider Approval of Second Renewal of Agreement between the City of Carlsbad and the Grant Plant, Inc for On-Call Grant Management Services

2) Consider Approval of Second Renewal of Agreement between the City of Carlsbad and Witt O'Brien's LLC for On-Call Grant Management Services

3) Consider Approval of Second Renewal of Agreement between the City of Carlsbad and CPRA Strategies for On-Call Grant Management Services

4) Consider Approval of Renewal Agreement between the City of Carlsbad and EMSRx, LLC, for Medical Direction Services for the Carlsbad Fire Department and Carlsbad Police Department

5) Consider Approval of Renewal Agreement between the City of Carlsbad and ConsultRx, LLC, for Consultant Pharmacist Services for the Carlsbad Fire Department

F. Monthly Reports

1) City Clerk Department March 2026

2) Human Resources Department March 2026

3) Utilities Department February 2026

G. Board Appointments

1) Historic Preservation Advisory Board appoint Marsha Doss, two-year term

H. Set the Date: May 12, 2026

1) Ordinance rezoning part of "C-2" Commercial 2 District to "R-1" Residential 1 District for approximately 0.28 acre property located at 2305 W. Jackson Street

4. Consider Approval of request by Milton's Brewing to serve alcohol (beer & wine) on City streets during the "Downtown Lions Block Party"

5. Consider Approval to accept the FY26 Firefighter Recruitment Equipment Reimbursement Grant Award from the New Mexico Department of Finance and Administration Local Government Division for the Carlsbad Fire Department

6. Consider Approval to accept the FY26 New Mexico Recreation Division Outdoor Recreation Trails+ Grant Award from the State of New Mexico Economic Development Department for the Friendship Park Pedestrian Bridge Project

7. Consider Approval of submission of a National Fitness Campaign BlueCross BlueShield of New Mexico Community Wellness Outdoor Gym Grant Application for the Bob Forrest Sports Youth Complex

8. Consider Approval of Resolution 2026-22, a Resolution authorizing the submission of an application to the New Mexico Department of Tourism for the FY27 Destination Forward Grant Program for a Fitness Court Gym Studio Project at the Bob Forrest Youth Sports Complex

9. Consider Approval of Resolution 2026-23, a Resolution authorizing the Eddy-Lea Energy Alliance (ELEA) to file a lawsuit against the State of New Mexico to declare that NMSA § 74-4A-11.1 is preempted by Federal Law.

10. Consider Approval of Resolution 2026-24, a Resolution requiring the removal of the

ruined, damaged or dilapidated buildings or structures, ruins, rubbish, wreckage and debris at 406 Elmdale Street Owner: Bryan Carroll Hollen

11. Consider Approval of Resolution 2026-25, a Resolution requiring the removal of the ruins, rubbish, wreckage, debris, and/or weeds at 2513 Socorro Road Owner: Ernie R. Jackson

12. Consider Approval to remove from table Ordinance 2026-16, an Ordinance rezoning part of "R-1" Residential 1 District to "C-1" Commercial 1 District for approximately 0.30 acres for property located at 2809 San Jose Boulevard and 2811 San Jose Boulevard Owner: Edgar Gonzalez

13. Consider Approval of Ordinance 2026-16, an Ordinance rezoning part of "R-1" Residential 1 District to "C-1" Commercial 1 District for approximately 0.30 acres for property located at 2809 San Jose Boulevard and 2811 San Jose Boulevard Owner: Edgar Gonzalez
    A. Public Hearing
    B. Consider Approval of Ordinance 2026-16

14. Consider Approval of Ordinance 2026-19, an Ordinance rezoning part of "R-1" Residential 1 District to "C-1" Commercial 1 District for approximately 0.67 acre property located at 328 Farris Street Applicant/Owner: Edgar Gonzalez
    A. Public Hearing
    B. Consider Approval of Ordinance 2026-19

15. Consider Approval of Ordinance 2026-20, an Ordinance amending Chapter 38 – Planning and Development, Article IV of the Carlsbad City Code, titled “City of Carlsbad Economic Development Plan Ordinance.”
    A. Public Hearing
    B. Consider Approval of Ordinance 2026-20

16. Public Comments and Announcements. All Comments must be respectful and courteous (Three-minute time limit per person)

17. Council Committee Reports

**FOR INFORMATION ONLY**

Agendas and City Council minutes are available on the City website: cityofcarlsbadnm.com and may be viewed in the Office of the City Clerk during regular business hours.

**CARLSBAD CITY COUNCIL MEETING SCHEDULE**

• Regular Meeting - April 28, 2026
• Regular Meeting - May 12, 2026

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

# NO DOCUMENT FOR THIS AGENDA ITEM

**RESOLUTION NO. 2026-21**

**A RESOLUTION MAKING CERTAIN BUDGETARY ADJUSTMENTS TO THE 2025-26 FISCAL YEAR BUDGET**

WHEREAS, it is necessary to amend the 2025-26 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 2025-26 fiscal year budget be amended as attached.

INTRODUCED, PASSED, ADOPTED AND APPROVED this 14th day of April 2026.

_____
Mayor

ATTEST:

_____
City Clerk

City of Carlsbad, NM
**Budget Adjustments**
FY 2026

| Description | | Revenues & Transfers | | Costs | | Approvals | | |
|---|---|---|---|---|---|---|---|---|
| | | Increase (Decrease) to Fund | | Labor, Operating, Capital Increase (Decrease) to Fund | | Dates | | |
| Fund / Department | Item | Amount | R or T | Amount | L, O, C | Budget Com | Council | DFA |
| **August** | | | | | | | | |
| General Fund - North Mesa | Add one full time attendant position. | | | (84,453.26) | L | 8/22/2025 | 9/9/2025 | 9/11/2025 |
| General Fund - North Mesa | Add a training and per diem budget ($2,000/$2,000). | | | (4,000.00) | O | 8/22/2025 | 9/9/2025 | 9/11/2025 |
| General Fund - Riverwalk Recreation | Add an event management incentive pay code ($3.00 p/h). | | | (3,120.00) | L | 8/22/2025 | 9/9/2025 | 9/11/2025 |
| General Fund - San Jose Senior Center | Increase the San Jose roof project to $500,000. | | | (200,000.00) | C | 8/22/2025 | 9/9/2025 | 9/11/2025 |
| General Fund - Community Service | Increase operating due to employee vouchers for the purchase of hard toe boots. | | | (40,000.00) | O | 8/22/2025 | 9/9/2025 | 9/11/2025 |
| General Fund - Golf Course | Add one master mechanic position. | | | (114,812.95) | L | 8/22/2025 | 9/9/2025 | 9/11/2025 |
| General Fund - Projects | Add design funds for various projects. | | | (200,000.00) | O | 8/22/2025 | 9/9/2025 | 9/11/2025 |
| General Fund - Fire | Increase the cardiac monitor project due to the quote coming in higher than budget. | | | (20,000.00) | C | 8/22/2025 | 9/9/2025 | 9/11/2025 |
| Airport Improvement Fund | Airport upgrades - TSA compliance | | | (2,000,000.00) | C | 8/22/2025 | 9/9/2025 | 9/11/2025 |
| Capital Projects Fund | Decrease grant revenue and capital due to budget cuts from the State of New Mexico. The following grants were unfunded: ARSC Meals Program Vehicles, Cascades Rec & Wellness, Respite Vehicles and Dark Canyon Bridge. | (5,165,000.00) | R | 5,315,000.00 | C | 8/22/2025 | 9/9/2025 | 9/11/2025 |
| Capital Projects Fund | Fund the ARSC meals program vehicles project which includes 1 passenger van and 3 meal delivery vehicles. | | | (490,000.00) | C | 8/22/2025 | 9/9/2025 | 9/11/2025 |
| Capital Projects Fund | Fund the Respite vehicles project which includes 1 passenger van. | | | (225,000.00) | C | 8/22/2025 | 9/9/2025 | 9/11/2025 |
| Capital Projects Fund | Grant awarded by NMDOT to design and construct a concrete multi-use trail at Sunset Park. This grant has a City match of $79,771.20 | 468,107.87 | R | (547,879.07) | C | 8/22/2025 | 9/9/2025 | 9/11/2025 |
| Capital Projects Fund | Master plan project for the water park. | | | (125,000.00) | C | 8/22/2025 | 9/9/2025 | 9/11/2025 |
| Lodgers' Tax Fund - Non-Promotional | Increase disc golf project. | | | (15,000.00) | C | 8/22/2025 | 9/9/2025 | 9/11/2025 |
| Lodgers' Tax Fund - Promotional | Replenish funds that were borrowed for the Fishing Derby Advertising project. | | | (10,000.00) | O | 8/22/2025 | 9/9/2025 | 9/11/2025 |
| Lodgers' Tax Fund - Promotional | Dink Victorious 4th annual pickleball tournament advertising. | | | (4,000.00) | O | 8/22/2025 | 9/9/2025 | 9/11/2025 |
| **September** | | | | | | | | |
| General Fund - Golf Course | Purchase a Yamaha Picker Unit for the Golf Course. | | | (18,075.00) | C | 9/26/2025 | 10/14/2025 | 10/16/2025 |
| General Fund - Public Safety | Donation from Permian Resources to be used to purchase an MVB 3X Modular Vehicle Barrier System. | 200,000.00 | R | (210,000.00) | C | 9/26/2025 | 10/14/2025 | 10/16/2025 |
| General Fund - Public Safety | Grant from the New Mexico Department of Public Safety, 2025 Lt. Fred Beers III Honor Guard Distribution to be used to purchase various equipment for the Honor Guard team. | 10,533.46 | R | (10,533.46) | O | 9/26/2025 | 10/14/2025 | 10/16/2025 |
| General Fund - Parks | Annual park improvements project. | | | (500,000.00) | C | 9/26/2025 | 10/14/2025 | 10/16/2025 |
| General Fund - Parks | Replenish funds that were borrowed for the tennis courts electical project. | | | (100,000.00) | C | 9/26/2025 | 10/14/2025 | 10/16/2025 |
| General Fund - Parks/Fire | Donation from Chevron to be used for disc golf ($60,000) and for search and rescue equipment for the fire department ($5,000). | 65,000.00 | R | (65,000.00) | C/O | 9/26/2025 | 10/14/2025 | 10/16/2025 |
| General Fund - Finance | Purchase Gravity software - a budget reporting tool that automates budget book creation. | | | (100,000.00) | O | 9/26/2025 | 10/14/2025 | 10/16/2025 |

City of Carlsbad, NM
**Budget Adjustments**
FY 2026

| Description | | Revenues & Transfers | | Costs | | Approvals | | |
|---|---|---|---|---|---|---|---|---|
| | | Increase (Decrease) to Fund | | Labor, Operating, Capital Increase (Decrease) to Fund | | Dates | | |
| Fund / Department | Item | Amount | R or T | Amount | L, O, C | Budget Com | Council | DFA |
| Airport Improvement Fund | US Department of Transportation Federal Aviation Administration grant to be used for the design to reconstruct runway lighting 03/21. | 94,558.00 | R | (99,535.00) | C | 9/26/2025 | 10/14/2025 | 10/16/2025 |
| EMS Fund | Increase revenues due to the annual distribution coming in higher than anticipated. A ventilator will be purchased with the additional funds. | 40,000.00 | R | (40,000.00) | C | 9/26/2025 | 10/14/2025 | 10/16/2025 |
| Municipal Transit Fund | NMDOT annual grant, the City was awarded bus finder devices-solar lighting package ($121,000), a 2025 Chevrolet Silverado 2500 ($72,312), and ADP hardware ($11,901). There is a 20% City match. | 164,170.40 | R | (205,213.00) | C | 9/26/2025 | 10/14/2025 | 10/16/2025 |
| Lodgers' Tax - Promotional Fund | Re open the Community Concert Association Advertising project from FY25. | | | (55,000.00) | O | 9/26/2025 | 10/14/2025 | 10/16/2025 |
| Lodgers' Tax - Non Promotional Fund | Add funds to the Annual HAP Holiday Décor project. | | | (40,000.00) | O | 9/26/2025 | 10/14/2025 | 10/16/2025 |
| Lodgers' Tax - Non Promotional Fund | Add funds to the Hockey Rink lighting project due to the high cost of concrete work. | | | (110,000.00) | C | 9/26/2025 | 10/14/2025 | 10/16/2025 |
| Golf Pro Shop Fund | Increase revenues and add an Assistant Sports & Rec Coordinator and a full time Pro Shop Attendant. | 136,000.00 | R | (129,763.21) | L | 9/26/2025 | 10/14/2025 | 10/16/2025 |
| **October** | | | | | | | | |
| General Fund - Executive | Add operating funds due to the invasive aquatic bloom; consulted with biologist and environmental engineers and ongoing mechanical removal. | | | (300,000.00) | O | 10/24/2025 | 11/18/2025 | 11/24/2025 |
| General Fund - Executive | Add 4 seasonal positions to hire high school students as part of a work-based learning program. | | | (28,000.00) | L | 10/24/2025 | 11/18/2025 | 11/24/2025 |
| Capital Projects Fund | Grant received from the NM Department of Finance for the renovations to the museum archive and collections annex. This grant has a city match of $528,569. | 617,142.00 | R | (1,145,711.00) | C | 10/24/2025 | 11/18/2025 | 11/24/2025 |
| GRT Capital Outlay Fund | Transfer out to the Water & Sewer Fund. | (400,000.00) | T | | | 10/24/2025 | 11/18/2025 | 11/24/2025 |
| Water & Sewer Fund - Collections | Transfer in from the GRT Capital Outlay Fund and increase capital for a lift station for the Flumes subdivision. | 400,000.00 | T | (400,000.00) | C | 10/24/2025 | 11/18/2025 | 11/24/2025 |
| Water & Sewer Fund - Collections | Repair and upgrades to the primary lift station. | | | (1,000,000.00) | C | 10/24/2025 | 11/18/2025 | 11/24/2025 |
| Sports Complex Fund | Increase operating to cover the annual cost of the new fiber optic service that was installed at the Sports Complex. | | | (52,000.00) | O | 10/24/2025 | 11/18/2025 | 11/24/2025 |
| **November** | | | | | | | | |
| General Fund - Mayor & Council | Increase salaries for newly elected councilors (4) in January 2026 (Ordinance No. 2025-18, Sec 2-35). | | | (30,400.00) | L | 11/21/2025 | 12/9/2025 | 12/11/2025 |
| General Fund - Fire | Donation from The Tractor Supply Company Foundation to be used to purchase EMS supplies. | 500.00 | R | (500.00) | O | 11/21/2025 | 12/9/2025 | 12/11/2025 |
| General Fund - Fire | Increase the FD Ambulances (2) project for the purchase and installation of additional equipment. | | | (100,000.00) | C | 11/21/2025 | 12/9/2025 | 12/11/2025 |
| General Fund - Public Safety | Donation from Devon to be used to purchase two indoor drones to support our real time crime center initiative. | 10,000.00 | R | (10,000.00) | C | 11/21/2025 | 12/9/2025 | 12/11/2025 |
| Capital Projects Fund | Acoustic panels for the new Cascades Senior Center. | | | (100,000.00) | C | 11/21/2025 | 12/9/2025 | 12/11/2025 |
| Lodgers' Tax Promotional Fund | Carlsbad Chamber of Commerce - Mainstream Tourism Advertising | | | (34,000.00) | O | 11/21/2025 | 12/9/2025 | 12/11/2025 |
| **December** | | | | | | | | |
| General Fund - Golf Course | Add a caretaker position. | | | (44,048.00) | L | 12/19/2025 | 1/13/2026 | 1/27/2026 |
| General Fund - Fire | Donation from Kinetik to be used for cadet training. | 15,000.00 | R | (15,000.00) | O | 12/19/2025 | 1/13/2026 | 1/27/2026 |
| Capital Projects Fund | Avalon Village design and engineering. | | | (300,000.00) | C | 12/19/2025 | 1/13/2026 | 1/27/2026 |
| Capital Projects Fund | Kircher housing development design and engineering. | | | (300,000.00) | C | 12/19/2025 | 1/13/2026 | 1/27/2026 |

City of Carlsbad, NM
**Budget Adjustments**
FY 2026

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| | | Increase (Decrease) to Fund | | Labor, Operating, Capital Increase (Decrease) to Fund | | Dates | | |
| Fund / Department | Item | Amount | R or T | Amount | L, O, C | Budget Com | Council | DFA |
| Capital Projects Fund | Infill house on Walnut St. | | | (250,000.00) | C | 12/19/2025 | 1/13/2026 | 1/27/2026 |
| Capital Projects Fund | Cascades Senior Center lighting and miscellaneous equipment. | | | (300,000.00) | C | 12/19/2025 | 1/13/2026 | 1/27/2016 |
| Water & Sewer Fund - Water | Add funds for the Mckittrick waterline (West Loop Bypass). | | | (1,500,000.00) | C | 12/19/2025 | 1/13/2026 | 1/27/2026 |
| Beautification Fund | State of New Mexico Que Linda grant ($48,000 for labor and $52,000 for operating). | 100,000.00 | R | (100,000.00) | O/L | 12/19/2025 | 1/13/2026 | 1/27/2026 |
| Lodgers' Tax Discretionary Fund | Upgrade electrical service at Halagueno Arts Park. | | | (500,000.00) | C | 12/19/2025 | 1/13/2026 | 1/27/2026 |
| **January** | | | | | | | | |
| General Fund - Projects | Add a project manager position. | | | (53,713.86) | L | 1/23/2026 | 2/10/2026 | 2/16/2026 |
| General Fund - Public Safety | Add an animal control officer position. | | | (34,417.12) | L | 1/23/2026 | 2/10/2026 | 2/16/2026 |
| DPS-Law Enforcement Retention Fund | Funds received from the NM Department of Public Safety for retention disbursements for police officers who have completed 4, 9, 14 or 20 plus years of employment with a New Mexico agency. | 30,430.75 | R | (30,430.75) | L | 1/23/2026 | 2/10/2026 | 2/16/2026 |
| Capital Projects Fund | Grant from the NM Department of Finance for the ARSC Outdoor Rec and Pickleball Court project. | 1,455,650.00 | R | (1,455,650.00) | C | 1/23/2026 | 2/10/2026 | 2/16/2026 |
| Capital Projects Fund | Grant received from Permian Strategic Partnership for the purchase of 5 LifePak 35 cardiac monitors to equip CFD ambulances with upgraded technology. | 325,000.00 | R | (325,000.00) | C | 1/23/2026 | 2/10/2026 | 2/16/2026 |
| Capital Projects Fund | Increase the Kircher housing development project by the amount of the county contribution. | 2,000,000.00 | R | (2,000,000.00) | C | 1/23/2026 | 2/10/2026 | 2/16/2026 |
| Water & Sewer Fund - Water/Sewer | Increase the Kircher housing development project by the amount of the county contribution for water and sewer infrastructure. | 2,000,000.00 | R | (2,000,000.00) | C | 1/23/2026 | 2/10/2026 | 2/16/2026 |
| **February** | | | | | | | | |
| General Fund - Parks | Resurface basketball court at Smith Park. | | | (80,000.00) | C | 2/27/2026 | 3/10/2026 | 3/12/2026 |
| General Fund - Waterpark | Increase operating due to unexpected maintenance and repair costs. | | | (40,000.00) | O | 2/27/2026 | 3/10/2026 | 3/12/2026 |
| General Fund - Planning & Engineering | Refund the GIS technician position and reclassify to an environmental permit technician. | | | (33,045.41) | L | 2/27/2026 | 3/10/2026 | 3/12/2026 |
| General Fund | Increase revenues to reflect actuals. | 1,400,000.00 | R | | | 2/27/2026 | 3/10/2026 | 3/12/2026 |
| General Fund | Transfer out to the health insurance fund due to the timing of stop loss reimbursements. | (1,000,000.00) | T | | | 2/27/2026 | 3/10/2026 | 3/12/2026 |
| Health Insurance Fund | Transfer in from the general fund and increase operating due to the timing of stop loss reimbursements. | 1,000,000.00 | T | (1,000,000.00) | O | 2/27/2026 | 3/10/2026 | 3/12/2026 |
| Capital Projects Fund | Increase the cemetery irrigation project to install sod, bringing the area back to previous landscape level. | | | (132,000.00) | C | 2/27/2026 | 3/10/2026 | 3/12/2026 |
| Capital Projects Fund | Continue the San Jose Facility Maintenance project. | | | (1,000,000.00) | C | 2/27/2026 | 3/10/2026 | 3/12/2026 |
| Lodgers' Tax Promotional Fund | Carlsbad Downtown Lions Club - Lions Club District Convention advertising. | | | (5,000.00) | O | 2/27/2026 | 3/10/2026 | 3/12/2026 |
| Lodgers' Tax Promotional Fund | Yucca Blossom Trade Days advertising. | | | (5,000.00) | O | 2/27/2026 | 3/10/2026 | 3/12/2026 |
| Lodgers' Tax Non-Promotional Fund | Increase fireworks show ($10,000) and drone show ($5,000). | | | (15,000.00) | O | 2/27/2026 | 3/10/2026 | 3/12/2026 |
| Insurance Fund | Insurance reimbursement for Municipal Transit van that was a total loss. | 51,457.67 | R | | | 2/27/2026 | 3/10/2026 | 3/12/2026 |

City of Carlsbad, NM
**Budget Adjustments**
FY 2026

| Description | | Revenues & Transfers | | Costs | | Approvals | | |
|---|---|---|---|---|---|---|---|---|
| | | Increase (Decrease) to Fund | | Labor, Operating, Capital Increase (Decrease) to Fund | | Dates | | |
| Fund / Department | Item | Amount | R or T | Amount | L, O, C | Budget Com | Council | DFA |
| Insurance Fund | Transfer out to the Municipal Transit Fund. | (10,291.53) | T | | | 2/27/2026 | 3/10/2026 | 3/12/2026 |
| Municipal Transit Fund | Transfer in from the Insurance fund to use as a city match for a future van purchase. | 10,291.53 | T | | | 2/27/2026 | 3/10/2026 | 3/12/2026 |
| Solid Waste Fund | Increase operating for aquatic weed cleanup ($400,000) and river herbicide ($330,000). | | | (730,000.00) | O | 2/27/2026 | 3/10/2026 | 3/12/2026 |
| **March** | | | | | | | | |
| Capital Projects Fund | Replenish funds for the North Mesa Remodel project that were borrowed for the Friendship Park docks project. | | | (235,000.00) | C | 3/27/2026 | | |
| Capital Projects Fund | Land & Water Conservation fund grant for the Shorthorn Rehabilitation project. | 500,000.00 | R | (500,000.00) | C | 3/27/2026 | | |
| Capital Projects Fund | DFA match grant for the Shorthorn Rehabilitation project. | 500,000.00 | R | (500,000.00) | C | 3/27/2026 | | |
| Capital Projects Fund | NMDOT TLPA Highway Infrastructure funds for the Dark Canyon Bridge design phase. | 2,201,271.00 | R | (2,201,271.00) | C | 3/27/2026 | | |
| Fire Protection Fund | Purchase a Fire Engine. | | | (900,000.00) | C | 3/27/2026 | | |
| Insurance Fund | Increase operating due to claims coming in higher than budget. | | | (125,000.00) | O | 3/27/2026 | | |

City of Carlsbad, NM
**Budget Increase/Decrease**
FY 2026

| Description | | | Revenues & Transfers | | Costs | |
|---|---|---|---|---|---|---|
| | | | Increase (Decrease) | | Personnel, Operating, Capital Increase (Decrease) | |
| Fund / Department | Increase/Decrease | Item | Amount | R or T | Amount | L, O, C |
| **August** | | | | | | |
| General Fund - Planning & Regulation | Increase Capital | Transfer operating funds to the Right of Way acquisition project. | | | 5,232.82 | C |
| General Fund - Planning & Regulation | Decrease Operating | | | | (5,232.82) | O |
| General Fund - Community Development | Increase Capital | Transfer operating funds to the concession equipment project to puchase a popcorn machine for the Cavern Theatre. | | | 14,000.00 | C |
| General Fund - Community Development | Decrease Operating | | | | (14,000.00) | O |
| Lodgers' Tax Promotional Fund | Increase Operating | Transfer funds from the City Sponsored Events project to the Fishing Derby Advertising project. | | | 10,000.00 | O |
| Lodgers' Tax Promotional Fund | Decrease Operating | | | | (10,000.00) | O |
| **September** | | | | | | |
| General Fund - Public Safety | Increase Operating | Transfer capital funds from the Drone and Real Time Response Equipment projects to operating to purchase technology driven intelligence and infrastructure equipment and services through Axon. | | | 162,500.00 | O |
| General Fund - Public Safety | Decrease Capital | | | | (162,500.00) | C |
| General Fund - Riverwalk Recreation Center | Increase Capital | Transfer capital funds from the Exterior Paint project to the Riverwalk Building Improvement project to compelte the surfacing of the first floor gym court. | | | 22,000.00 | C |
| General Fund - Riverwalk Recreation Center | Decrease Capital | | | | (22,000.00) | C |
| General Fund - Fire | Increase Capital | Transfer operating funds to the Thermal Imaging Cameras project to cover training costs. | | | 4,000.00 | C |
| General Fund - Fire | Decrease Operating | | | | (4,000.00) | O |
| General Fund - Projects | Increase Labor | Transfer the building permit technician, building official and inspector positions to the Projects department. | | | 522,232.31 | L |
| General Fund - Planning & Regulation | Decrease Labor | | | | (522,232.31) | L |
| General Fund - Projects | Increase Operating | Transfer operating funds to the Projects department. | | | 20,000.00 | O |
| General Fund - Planning & Regulation | Decrease Operating | | | | (20,000.00) | O |
| General Fund - Planning & Regulation | Increase Capital | Transfer operating funds to the ROW Acquisition project. | | | 100,000.00 | C |
| General Fund - Planning & Regulation | Decrease Operating | | | | (100,000.00) | O |
| General Fund - Parks | Increase Capital | Transfer funds from the boat docks project to the tennis courts electrical project. | | | 100,000.00 | C |
| General Fund - Parks | Decrease Capital | | | | (100,000.00) | C |
| General Fund - Parks | Increase Capital | Transfer park improvement funds to be able to replace the failing splash pad #1 mechanical building at the beach with a prefabricated building. | | | 50,968.54 | C |
| General Fund - Parks | Decrease Capital | | | | (50,968.54) | C |
| General Fund - Performing Arts | Increase Capital | Transfer excess funds from the Door Replacement project to the Civic Center Flooring project to cover shortfall. | | | 17,679.77 | C |
| General Fund - Facility Maintenance | Decrease Capital | | | | (17,679.77) | C |
| **October** | | | | | | |
| Water & Sewer Fund - Collections | Increase Capital | Transfer excess funds from several sewer line projects into the annual sewer line upgrades project. | | | 175,095.92 | C |
| Water & Sewer Fund - Collections | Decrease Capital | | | | (175,095.92) | C |
| Capital Projects Fund | Increase Capital | Transfer excess funds from the golf irrigation, outdoor fitness court and BLM land projects to the firearms training building project. | | | 240,000.00 | C |
| Capital Projects Fund | Decrease Capital | | | | (240,000.00) | C |
| **November** | | | | | | |
| General Fund - Golf | Increase Capital | Transfer operating funds to purchase a picker attachment. | | | 5,716.75 | C |
| General Fund - Golf | Decrease Operating | | | | (5,716.75) | O |
| General Fund - Streets | Increase Capital | Transfer funds from the fencing project to the Canal St. traffic signal project. | | | 115,985.32 | C |
| General Fund - Streets | Decrease Capital | | | | 115,985.32 | C |
| Capital Projects Fund | Increase Capital | Transfer unused funds from the Type 1 Ambulance project to the Acoustic Panels project. | | | 100,000.00 | C |
| Capital Projects Fund | Decrease Capital | | | | (100,000.00) | C |
| **December** | | | | | | |
| General Fund - Projects | Increase Labor | Transfer funds from the vacant Systems & Reporting manager position to the Projects department to add a Building Inspector position. | | | 75,254.80 | L |
| General Fund - Finance | Decrease Labor | | | | (75,254.80) | L |
| General Fund - Public Safety | Increase Capital | Transfer labor funds to the PD 4th floor remodel project. | | | 300,000.00 | C |
| General Fund - Public Safety | Decrease Labor | | | | (300,000.00) | L |
| General Fund - Community Development | Increase Capital | Transfer funds from the shuttle cart project to the plotter project. | | | 10,000.00 | C |
| General Fund - Community Development | Decrease Capital | | | | (10,000.00) | C |

| Description | | | Revenues & Transfers | | Costs | |
|---|---|---|---|---|---|---|
| | | | Increase (Decrease) | | Personnel, Operating, Capital Increase (Decrease) | |
| Fund / Department | Increase/Decrease | Item | Amount | R or T | Amount | L, O, C |
| Sports Complex Fund | Increase Capital | Transfer funds from the artificial turf project to the sports complex road project due to the quote coming in higher than budget. | | | 100,000.00 | C |
| Sports Complex Fund | Decrease Capital | | | | (100,000.00) | C |
| Lodgers' Tax Discretionary Fund | Increase Capital | Transfer funds from the Par 3 lights project to the golf course restrooms project to cover shortfall. | | | 8,218.14 | C |
| Lodgers' Tax Discretionary Fund | Decrease Capital | | | | (8,218.40) | C |
| **January** | | | | | | |
| General Fund - City Clerk | Increase Capital | Transfer unused funds from closed projects to the City Clerk's department for the purchase of a vehicle. | | | 45,000.00 | C |
| General Fund - Multiple Departments | Decrease Capital | | | | (45,000.00) | C |
| Lodgers' Tax Discretionary Fund | Increase Capital | Transfer funds from the Par 3 lights project to the golf course restrooms project to cover shortfall. | | | 130,000.00 | C |
| Lodgers' Tax Discretionary Fund | Decrease Capital | | | | (130,000.00) | C |
| EMS Fund | Increase Operating | Transfer leftover funds from the Cardiac Monitors and Ventilator project to purchase K9 rescue kits and Finger Thoracostomy Training equipment. | | | 16,356.00 | O |
| EMS Fund | Decrease Capital | | | | (16,356.00) | C |
| **February** | | | | | | |
| General Fund - Library | Increase Capital | Transfer leftover funds from the library vehicle project to the fire alarm system project. | | | 16,191.00 | C |
| General Fund - Library | Decrease Capital | | | | (16,191.00) | C |
| General Fund - Fire | Increase Capital | Transfer funds from the Fire Station 2 Restrooms project to the Fire Station 3 Restrooms project. | | | 141,502.30 | C |
| General Fund - Fire | Decrease Capital | | | | (141,502.30) | C |
| General Fund - Fire | Increase Capital | Transfer operating funds to capital to purchase a tire changer. | | | 11,500.00 | C |
| General Fund - Fire | Decrease Operating | | | | (11,500.00) | O |
| General Fund - Garage | Increase Operating | Transfer leftover funds from the tennis courts electrical project to operating due to the unexpected expense of renting a forklift. | | | 20,000.00 | O |
| General Fund - Electrical | Decrease Capital | | | | (20,000.00) | C |
| General Fund - Streets | Increase Capital | Transfer leftover funds from the tennis courts electrical project and wash station project to purchase a forklift for Public Works. | | | 85,000.00 | C |
| General Fund - Electrical / Community Service | Decrease Capital | | | | (85,000.00) | C |
| General Fund - Public Safety | Increase Capital | Transfer leftover capital and labor funds to purchase a vehicle for animal control. | | | 100,000.00 | C |
| General Fund - Various Departments | Decrease Capital/Labor | | | | (100,000.00) | C/L |
| Water & Sewer Fund - Water | Increase Operating | Transfer capital funds to operating for the purchase of 20 tablets and covers to be used for asset management for utilities. | | | 13,355.37 | O |
| Water & Sewer Fund - Water | Decrease Capital | | | | (13,355.37) | C |
| Sports Complex Fund | Increase Capital | Transfer funds from the artificial turf project to the soccer fields project. | | | 100,000.00 | C |
| Sports Complex Fund | Decrease Capital | | | | (100,000.00) | C |
| **March** | | | | | | |
| General Fund - Public Safety | Increase Operating | Transfer unused funds from the barrier system, digital sign and vehicles project to operating to purchase computers as part of the 4th floor remodel project. | | | 24,729.64 | O |
| General Fund - Public Safety | Decrease Capital | | | | (24,729.64) | C |
| General Fund - Parks | Increase Capital | Transfer unused funds from the forklift project to the boat docks project for construction of dock abuttments and shoreline improvements. | | | 85,000.00 | C |
| General Fund - Garage | Decrease Capital | | | | (85,000.00) | C |
| General Fund - Fire | Increase Capital | Transfer operating funds to capital to purchase a trailer. | | | 18,500.00 | C |
| General Fund - Fire | Decrease Operating | | | | (18,500.00) | O |
| General Fund - Fire | Increase Capital | Transfer funds from roof maintenance to a capital project to replace the roof at Fire Station 6. | | | 201,000.00 | C |
| General Fund - Facility Maintenance | Decrease Operating | | | | (201,000.00) | O |
| General Fund - PER | Increase Capital | Transfer funds from the Roof Access Safety Ladder project to the Office Safety Remodel project. | | | 21,800.00 | C |
| General Fund - PER | Decrease Capital | | | | (21,800.00) | C |
| Capital Projects Fund | Increase Capital | Transfer funds from the North Mesa Remodel project to the Friendship Park docks project. | | | 235,000.00 | C |
| Capital Projects Fund | Decrease Capital | | | | (235,000.00) | C |
| Lodgers' Tax Non-Promotional Fund | Increase Capital | Transfer funds from the electrical pedestals project to the Port Jefferson remodel. | | | 40,000.00 | C |
| Lodgers' Tax Non-Promotional Fund | Decrease Capital | | | | (40,000.00) | C |

**LINKED MINUTES OF A SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF CARLSBAD, NEW MEXICO, HELD IN THE JANELL WHITLOCK MUNICIPAL COMPLEX BUILDING ON MARCH 16, 2026, AT 5:30 P.M.**

| | | |
|---|---|---|
| Present: | Richard D. Lopez | Mayor |
| | Lisa A. Anaya Flores | Councilor |
| | Edward T. Rodriguez | Councilor |
| | Karla Niemeier | Councilor |
| | Anthony Foreman | Councilor |
| | Mark C. Walterscheid | Councilor |
| | Jason O. Chavez | Councilor |
| | Mary Garwood | Councilor |
| Absent: | Lisa A. Anaya Flores | Councilor |
| | Jeff Forrest | Councilor |
| Also Present: | Wendy Austin | City Manager |
| | Ken Ahrens | Deputy City Manager |
| | Barbra Hogsdon | City Attorney |
| | Morgan Foster | Deputy City Attorney |
| | Naomi Castillo | Exec. Admin. Coordinator |
| | Nadine Mireles | City Clerk |
| | JoAnne Jaure | Deputy City Clerk |
| | Stephan Brown | Compliance Clerk |
| | Dina Navarrette | Community Services Director |
| | Mike Abell | Director of Utilities |
| | Melissa Salcido | Finance Director |
| | Tony Souza | Fire Chief |
| | John Majerus | Assistant Fire Chief |
| | Bradley Carlson | Assistant Fire Chief |
| | Kyla Gonzales | HR Director |
| | Wayne Hatfield | IT Director |
| | Jeff Patterson | Planning Director |
| | Jessie Rodriguez | Police Chief |
| | Randy Galindo | Safety and Compliance Director |
| | Patrick Brownfield | Police Officer |
| | Denise Madrid-Boyea | Attorney |
| | Anita Kelley | Attorney |
| | Matthew White | Defendant |
| | Caleb Shell | Fire Lieutenant |
| | Katelyn Rennie | Firefighter |
| | Michael Trujillo | Fire Lieutenant |

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| | |
|---|---|
| Sam Soto | Fire Engineer |
| Saul Ortiz | Firefighter |

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**

0:00:04 **Invocation – Pledge of Allegiance**

**1. DISCUSSION OF PERSONNEL MATTERS REGARDING MATTHEW WHITE'S APPEAL OF HIS TERMINATION**

**Mrs. Madrid-Boyea**, Attorney, said she is here to represent the City on the current proceeding. She said this proceeding has been requested by Matthew White to be an open meeting. She said Mr. White has been terminated for threatening to assault his superior. She said in his own words, Mr. White is confrontational, loud and aggressive. She said at his pre-determination hearing when asked if he had an anger issue, he responded yes, and it was no secret. **Mrs. Madrid-Boyea** said that the City will present eye-witness testimony that on November 7, 2025, while on duty, a crew received a call for a potential vehicle fire that was at Greene Street and James Street. She said at the time, Mr. White held a title of an Engineer/Paramedic and Mr. White was directed that the call went from a code 3 to a code 1. She said when Mr. White arrived on scene he veered off into a parking lot nearby to the scene. **Mrs. Madrid-Boyea** said the parking lot is unpaved, with potholes and uneven terrain, causing the fire engine to bounce and turn around in an aggressive and unsafe manner. She said the Assistant Chief proceeded to state that the vehicle arrived in a rush, and one of the Lieutenants informed him the driving was caused by Mr. White. She said the issue was addressed with Mr. White and explained to him that he pulled onto the scene fast and aggressively, and that someone could get hurt if that kind of driving continued. She said this statement upset Mr. White. **Mrs. Madrid-Boyea** said Mr. White and his crew went back to Fire Station 1 and he was so upset that his behavior had been corrected, he went and approached Chief Souza. She said that Mr. White proceeded to complain about Assistant Chief Carlson. She said Mr. White claims that when they were talking on scene, Assistant Chief Carlson shut the door and Mr. White stopped the door with his elbow and caught it on his leg. She said that Chief Souza listened to Mr. White about the situation, and Mr. White proceeded to make threats regarding Chief Carlson. She said Mr. White wanted to confront Chief Carlson, and Chief Souza de-escalated the situation. She said Mr. White proceeded to tell his Lieutenant, Caleb Shell, what happened and reiterated the threats to Lt. Shell. She said Lt. Shell and Chief Majerus were concerned with the threats of committing a violent act against Chief Carlson, and they went to speak to Chief Souza. **Mrs. Madrid-Boyea** said these threats are a violation of City Policy and Fire Department Policy. She said Chief Souza advised Chief Carlson of his options, which are to make a report about the situation or file a police report. **Chief Carlson** proceeded to report this incident to the Human Resources

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Department (HR) because he felt threatened, unsafe, and he felt it was a hostile work environment. She said HR started their investigation, and because Chief Souza was one of the individuals who heard these threats, City Administration decided that there should be an independent investigation. She said the City of Carlsbad hired a private investigation firm, and they conducted their own investigation. She said at some point, Mr. White was informed that there were a number of violations of City of Carlsbad Policies and Fire Department Policy and his termination was recommended. She said a memorandum was prepared that recommended termination, and the matter was scheduled for a pre-determination hearing. She said this was conducted on December 23, 2025. **Mrs. Madrid-Boyea** said the City Manager, Wendy Austin, presided at the hearing, and Mr. White was given notice of the hearing, given an opportunity to attend, participate, bring witnesses, but did not have any Union representation although it was offered to him. **Mrs. Austin** listened to Mr. White and his differences and she considered the evidence and the investigation and she decided that termination was appropriate and he was terminated effective January 2026. She said the reason he was terminated was because he wanted to commit violent and criminal acts against his supervisor.

**Anita Kelley**, Attorney for Mr. White, said his version of events are different. She said on November 21, 2025, Mr. White disputes that he was driving erratically when he received the call for the car that was on fire. She said Mr. White pulled onto the scene and Chief Carlson was also on the scene. She said Mr. White got out of the fire truck and Chief Carlson slammed the door on Mr. White's leg. She said Katelyn Rennie, Firefighter, is an eye-witness and was at that call. She said Firefighter Rennie was interviewed and stated that Mr. White was not driving erratically but did witness Chief Carlson slam the car door on Mr. White's leg. **Ms. Kelley** said Mr. White did get upset when Chief Carlson slammed the door on his leg but did not confront Chief Carlson because there is a chain of command and he did not want to have an altercation. She said he spoke with Chief Souza to report that the door was slammed on his leg. She said Mr. White did try to make a report by reporting the incident to Chief Souza. She said Mr. White had previously reported discrimination and a hostile work environment to HR and never received any response. She said Mr. White thought that Chief Carlson was trying to get him to step out of his character. She said that Mr. White initially thought about getting out of the fire truck but closed the door. She said he was venting to Chief Souza and then Chief Carlson went and opened a violence in the workplace complaint against Mr. White. She said that this in the defendants view of ongoing retaliation which would be an illegal reason to terminate someone and which is why Mr. White was so upset and frustrated that day.

**Mrs. Madrid-Boyea** asked Lieutenant Shell if he and Mr. White were working on November 7, 2025, and if there was a call for a vehicle fire. **Lt. Shell** stated they both were on duty and did respond to the vehicle on fire. **Mrs. Madrid-Boyea** asked him what happened. **Lt. Shell** stated they responded from Fire Station 1 to a vehicle fire on James Street and Greene Street. He said Mr. White was the driver and Firefighter

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Rennie was in the back of the fire truck. He said per policy, fire emergencies are code 3, which means to turn on the lights and sirens. He stated they left Station 1 and headed toward the scene but Chief Majerus and Chief Carlson, who were already on scene, stated the fire was out and they could downgrade to code 1, which means no lights or sirens and to adhere to all traffic laws. He said Mr. White turned the lights and sirens off and they proceeded to the call. **Mrs. Madrid-Boyea** asked where they were when they received the call to downgrade to code 1. **Lt. Shell** said they were coming up to the stop light on Canal Street and Greene Street. He said as they arrived on scene, they had seen the vehicle was no longer on fire and there was no smoke. He said Mr. White proceeded to turn onto James Street, and then turned left into the dirt parking lot where he accelerated through the dirt parking lot and potholes and stopped abruptly. He said he noticed Chief Carlson visually upset about the way they arrived on scene. **Lt. Shell** said he contacted Chief Carlson and told Firefighter Rennie that they did not need to do any distinguishing and that the fire was out. He said while speaking to Chief Carlson he stated that they arrived on scene hot. **Lt. Shell** said he confirmed that Mr. White was driving erratically. **Mrs. Madrid-Boyea** asked who knew that Chief Majerus and Chief Carlson were on scene. **Lt. Shell** said you could see both Chief Majerus and Chief Carlson on scene. He said once he spoke with the property owner of the vehicle, he started his way back to the passenger side of the engine to start taking off his equipment and at that time he lost sight of Mr. White. He said Firefighter Rennie was in the back of the engine taking her equipment off and getting ready to get in her seat. He said he got in the truck and they proceeded to clear the scene and headed back to Fire Station 1. He said on the way back he noticed that Mr. White was upset. He said Mr. White parked the engine and stated that he was going to have a conversation with Chief Carlson. **Lt. Shell** said that he told him that it was not a good idea but Mr. White proceeded to walk to Chief Carlson's office. He said at that time Mr. White saw Chief Souza in the wash bay, and contacted him and engaged in conversation. He said he went back to the apparatus bay and watched the interaction between Chief Souza and Mr. White. He said he could not hear what was said but he could tell that Mr. White was upset. He said once the conversation was over, Mr. White approached Lt. Shell and asked if Lt. Shell had seen the incident that happened with Mr. White and Chief Carlson. He said he told Mr. White that he did not and he asked what happened. **Lt. Shell** said that Mr. White stated that Chief Carlson slammed the door on his legs as he was getting into the engine. He said he told Mr. White that he needed to let the situation calm down and it wasn't a good idea to speak with him yet. He said Mr. White then proceeded to make violent threats toward Chief Carlson to him. He said Mr. White stated that he had told Chief Souza the same threats regarding Chief Carlson. **Lt. Shell** said after their conversation, he made the decision to go directly to Chief Carlson and inform him of the threats that were made. **Mrs. Madrid-Boyea** asked why he thought he needed to tell Chief Carlson. **Lt. Shell** said he took the threats serious and because of his position he needs to report any policies, procedures, or rules that have been broken. **Mrs. Madrid-Boyea** asked if that was the extent of what happened. **Lt. Shell** said that was the extent of the incident until later, when he was asked to make a statement. **Mrs. Madrid-Boyea** asked where Firefighter Rennie was standing when

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she was loading up. **Lt. Shell** stated that she was standing on the passenger side but she was inside the cab at that point. **Mrs. Madrid-Boyea** asked if Lt. Shell had seen anything involving Chief Carlson, Mr. White and the fire engine door. **Lt. Shell** responded he did not.

**Ms. Kelley** asked Lt. Shell if he reported the incident involving Mr. White's safety. **Lt. Shell** said he did not see the situation with the fire engine door so there was not anything to report.

**Mrs. Madrid-Boyea** asked Bradley Carlson to come to the podium. She asked if he was working on November 7, 2025, if he recalls if Mr. White was working, and if there was a call that came in about a vehicle fire. **Chief Carlson** confirmed that all of this was true. **Mrs. Madrid-Boyea** asked why he responded, where he was, and all of the circumstances. **Chief Carlson** stated he and Chief Majerus were on the way to the Senior Center before it was set to be demolished. He said when the fire call came out, they were in close proximity, and it is not uncommon to stop by a scene to watch or downgrade a response. **Mrs. Madrid-Boyea** asked if they planned on fighting the fire. **Chief Carlson** said no. **Mrs. Madrid-Boyea** asked if the Assistant Chief would typically fight a fire unless required. **Chief Carlson** said no, typically they are not on firefighting operations unless other certain special operations. **Mrs. Madrid-Boyea** asked if it was unusual that himself and Chief Majerus responded to this particular call. **Chief Carlson** said it is not required or in the response guidelines but if a Chief is in the area or feels compelled, they have the ability. **Mrs. Madrid-Boyea** asked who was on scene first. **Chief Carlson** said himself and Chief Majerus. **Mrs. Madrid-Boyea** asked what they saw while on scene. **Chief Carlson** said there was a vehicle with fire damage and a fire extinguisher next to the vehicle with no fire or smoke. **Mrs. Madrid-Boyea** asked what action was taken. **Chief Carlson** said Chief Majerus radioed to the incoming unit, which would be Engine 1, and told them they could downgrade their response since there is no fire. **Mrs. Madrid-Boyea** asked if Chief Carlson knew who was a part of the crew responding. **Chief Carlson** said no. **Mrs. Madrid-Boyea** asked if Chief Carlson went to the scene to harass or observe anyone in particular. **Chief Carlson** said no. **Mrs. Madrid-Boyea** asked if he noticed something unusual when the fire engine arrived. **Chief Carlson** said yes, they were coming at a fast rate and turned onto the gravel parking area. He said you could see the cab gyrating and bouncing over the uneven surface and it appeared aggressive and fast. **Mrs. Madrid-Boyea** asked Chief Carlson what happened after you observed the fire engine being driven in that manor. **Chief Carlson** said they parked the apparatus and got out. He said Lt. Shell began walking up and Chief Carlson addressed the issue about the engine coming in erratic and Lt. Shell confirmed. **Chief Carlson** said before the fire engine left the scene, he felt compelled to address the safety issue. He said they downgraded the response and Mr. White has a history of aggressive driving that he has witnessed before he was promoted to Assistant Chief. He said earlier that summer, Chief Souza sent out a directive to reiterate the policies and reinforce the driving safety. He said that while he was walking off he pushed the door but had no intention of shutting the door on Mr. White.

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**Mrs. Madrid-Boyea** asked Chief Carlson when he did he find out about the threats and who told him. **Chief Carlson** said he got back to the Fire Station and Lt. Shell told him about the threats**. Mrs. Madrid-Boyea** asked Chief Carlson how hearing the threats that Mr. White was making made him feel. **Chief Carlson** said he was concerned because of his history with aggressiveness and this would not be his first act of violence on a superior. **Mrs. Madrid-Boyea** asked what the next step was after hearing those threats. **Chief Carlson** said he talked to Chief Souza with Chief Majerus and discussed his options. **Chief Carlson** said they all went and talked to the HR Director. **Mrs. Madrid-Boyea** asked if they told the HR Director what happened. **Chief Carlson** said yes, he explained what happened and that he didn't feel safe around him. **Mrs. Madrid-Boyea** asked if he knew Mr. White was injured in any way from the alleged closing the door. **Chief Carlson** said no. **Mrs. Madrid-Boyea** asked if Mr. White was a member of the Union. **Chief Carlson** said yes. **Mrs. Madrid-Boyea** asked if the Union has a grievance procedure. **Chief Carlson** said yes.

**Ms. Kelley** asked if Chief Carlson was scared of Mr. White. **Chief Carlson** said yes. **Ms. Kelley** asked if Mr. White was ever violent with Chief Carlson. **Chief Carlson** said no. **Ms. Kelley** asked if he would typically respond to these types of calls. She said it's not required and there's no guidelines for Chief's to respond. **Chief Carlson** said they always have the option to respond. **Ms. Kelley** asked Chief Carlson why he responded to this call. **Chief Carlson** said they were in close proximity and it is their responsibility to go. **Ms. Kelley** asked if he knew that Mr. White was on the call. **Chief Carlson** said no. **Ms. Kelley** confirmed that Chief Carlson said the fire engine wobbled and the surface was uneven. **Chief Carlson** said yes. **Ms. Kelley** said sometimes you have to adjust the apparatus. She asked if there were any policy or procedures that prevent Mr. White from driving on that surface. **Chief Carlson** said no. **Ms. Kelley** asked if a Union member has a grievance against a non-Union member, do they still have to file through the Union. **Chief Carlson** said the point of having a Union is to file a grievance on a non-union member. **Ms. Kelley** asked if someone has an issue at work, are they meant to go to HR. **Chief Carlson** said yes.

**Mrs. Madrid-Boyea** asked if Chief Carlson was a member of the Union. **Chief Carlson** said no. **Mrs. Madrid-Boyea** asked if he was familiar with the rules. **Chief Carlson** said when he was a Union member, he never required Union representation, so he is not familiar with the rules.

**Mrs. Madrid-Boyea** asked Tony Souza, Fire Chief, to come to the podium. She asked him if he was at work on November 7, 2025, and if there was a call for vehicle fire. **Chief Souza** said yes. **Mrs. Madrid-Boyea** asked Chief Souza to explain what his involvement was. **Chief Souza** said on the afternoon of November 7, 2025, he was completing office work and was washing his work vehicle in the wash bay at the fire station. He said he noticed the fire truck backing into the parking lot located in the back. He said Mr. White stepped out of the apparatus and requested to speak with him. **Chief Souza** said Mr. White stated they were recently on a call involving a vehicle fire

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and while on scene, he was sitting at the fire engine waiting for instructions from his Lieutenant. He said Mr. White said that the fire had been put out and Chief Majerus and Chief Carlson had already arrived prior to their arrival and they were verifying the fire had been extinguished fully before returning to service. **Mrs. Madrid-Boyea** asked if it was unusual for the Chiefs to respond to fires. **Chief Souza** said that is not an uncommon occurrence. He stated there were many times when he was the EMS Division Chief that he was not dispatched directly to a call but felt compelled to respond because of the vicinity. **Mrs. Madrid-Boyea** asked if he thought it was unsafe for an Assistant Chief to respond to a vehicle fire. **Chief Souza** said if there were active fire conditions he would expect them and their vehicle in a position where they could serve more as a command and control role rather than direct fire suppression. **Mrs. Madrid-Boyea** asked if he had concerns prior to this incident about how the staff was operating equipment and driving. **Chief Souza** said there was an accident involving an apparatus that was responding to a fire call. He said it was his opinion that there were some unsafe practices that were deployed during that response that compelled him to write an email memo to adjust their response in many ways. **Mrs. Madrid-Boyea** asked if there was anything in policy about leaving a paved road way. **Chief Souza** said there is not anything specific, but would be appropriate if fire conditions and the scene layout dictated positioning an apparatus off a paved service. **Mrs. Madrid-Boyea** asked Chief Souza if Mr. White told him anything else during their conversation outside of Fire Station 1. **Chief Souza** said Mr. White explained what happened and then proceeded to tell him that Chief Carlson was going to make Mr. White lose his job because he was going to assault Chief Carlson. **Chief Souza** tried to deescalate the situation and advised Mr. White these actions were not appropriate and informed him he would speak with Chief Carlson. **Chief Souza** said as soon as he walked into the fire station Chief Majerus and Chief Carlson were already waiting in his office. He said they discussed Chief Carlson's options and Chief Carlson decided to speak with the HR Director. **Mrs. Madrid-Boyea** asked if any other actions were taken at that time. **Chief Souza** said he spoke with Deputy City Manager, Ken Ahrens, who advised him to start investigating and gather statements. **Chief Souza** requested statements from Mr. White, Chief Carlson, Chief Majerus, Firefighter Rennie, and Lt. Shell. **Mrs. Madrid-Boyea** asked what other action was taken. **Chief Souza** said because he was a witness to the statements that Mr. White was making, there may be a perception that Chief Souza could not serve as a fair and unbiased investigator to an investigation. **Mrs. Madrid-Boyea** asked if he would have normally served in that capacity. **Chief Souza** said yes, but since the statement was made directly to him about another employee, he felt it best to have it independently investigated so that all parties had fair treatment. **Mrs. Madrid-Boyea** asked if Mr. White ever indicated that he wanted to file a grievance or complaint when he was speaking to Chief Souza. **Chief Souza** said there was no specific expression of that desire. **Mrs. Madrid-Boyea** said it was determined that an independent investigation would be conducted and asked if it was scheduled. **Chief Souza** said yes, the investigation was scheduled. **Mrs. Madrid-Boyea** asked if anything was received as a result of this investigation. **Chief Souza** said yes, he received a report from the investigator, which provided a summary of everyone's testimony and specific

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findings of each of the City's Fire Department rules and regulations that were violated. **Mrs. Madrid-Boyea** asked if he was able to recall the rules and regulations that were violated. **Chief Souza** said no, but they had everything to do with professional conduct and work place hostility. **Mrs. Madrid-Boyea** asked Chief Souza what the next step was after the investigation was complete. **Chief Souza** said once the report came back, he was working with Mr. Ahrens on a progressive disciplinary model. He said Mr. White has shown this pattern of behavior and has been disciplined for it several times. He said the next step in Mr. White's disciplinary model would be termination. He said threatening another employee is a grievous action and this is why termination was sought as the best option. **Mrs. Madrid-Boyea** asked what happened next. **Chief Souza** said he drafted the paperwork and a meeting was scheduled with Mr. White. He said he stated to Mr. White that he would be providing him with all of the paperwork associated with the findings and he was going to recommend termination. **Chief Souza** said Mr. White expressed that he had questions and he told him that he would be given a pre-determination hearing where he would be able to state his case, ask any questions or seek any clarifications. **Chief Souza** said he offered Mr. White the opportunity to sign that he was acknowledging he would be receiving disciplinary action. He said Mr. White refused to sign. He said himself and Chief Majerus escorted him to the fire station where he turned in his assigned PPE and assigned gear. He said Mr. White was offered an opportunity to get any personal belongings out of the building at that time and then he was escorted off of the property. **Mrs. Madrid-Boyea** asked if he recalled when the meeting with Mr. White took place. **Chief Souza** said in November. **Mrs. Madrid-Boyea** asked if a pre-determination hearing was scheduled. **Chief Souza** said yes, it was scheduled for December 23, 2025. **Mrs. Madrid-Boyea** asked what Mr. White's employment status was as a result of the meeting he had with him in November 2025. **Chief Souza** said it was unchanged. **Mrs. Madrid-Boyea** asked if Mr. White continued to be on shift after that. **Chief Souza** said yes. **Mrs. Madrid-Boyea** asked if Mr. White was placed on any type of leave. **Chief Souza** said no. **Mrs. Madrid-Boyea** asked Chief Souza if he was present at the time of Mr. White's predetermination hearing on December 23, 2025. **Chief Souza** said yes. **Mrs. Madrid-Boyea** asked if Mr. White was afforded an opportunity to have a Union representative. **Chief Souza** said yes. **Mrs. Madrid-Boyea** asked if he unveiled himself with Union representation. **Chief Souza** said Mr. White declined Union representation. **Mrs. Madrid-Boyea** asked if Mr. White had any witnesses. **Chief Souza** said there were two present and a third provided a written statement. **Mrs. Madrid-Boyea** asked what documentation was provided to Mr. White. **Chief Souza** said he was provided a notice of disciplinary action, which is the standard form, along with the exact copy of the investigator's findings and copies of his previous disciplinary actions in this regard that build the progressive disciplinary case. **Mrs. Madrid-Boyea** asked if Mr. White participated in the pre-determination hearing. **Chief Souza** said yes. **Mrs. Madrid-Boyea** asked what the result was of the pre-determination hearing was by the City Manager, Wendy Austin**. Chief Souza** said Mrs. Austin upheld the recommendation of termination. **Mrs. Madrid-Boyea** provided eight exhibits and asked Chief Souza to verify and explain the exhibits to Council. **Mrs. Madrid-Boyea** asked Chief Souza to

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tell his philosophy of progressive discipline and how it's handled at the Carlsbad Fire Department. **Chief Souza** said progressive discipline is an idea where you start with the least severe punishment or disciplinary action to correct a behavior and progress from there. **Mrs. Madrid-Boyea** asked if he was familiar with Mr. White's record. **Chief Souza** said yes.

**Ms. Kelley** asked Chief Souza if he was on scene on November 7, 2025. **Chief Souza** said no. **Ms. Kelley** asked if Mr. White was erratic or aggressive when he approached Chief Souza in the wash bay. **Chief Souza** said no, he was agitated but he didn't feel it was directed toward him. **Ms. Kelley** asked if Chief Souza threatened violence in front of him. **Chief Souza** said no. **Ms. Kelley** asked if Mr. White told him that Chief Carlson pushed the door. **Chief Souza** said yes. **Ms. Kelley** asked if he reported this to HR. **Chief Souza** said the information was passed to HR, and it was a part of the entire story that was shared with Mrs. Countryman. **Ms. Kelley** asked if progressive discipline was taken with Mr. White. **Chief Souza** said yes, it was used in this case. **Ms. Kelley** asked if Chief Souza was personally involved. **Chief Souza** said he was not personally involved but he can review personnel records at his discretion for the purpose of investigating personnel matters. **Ms. Kelley** asked who wanted the individuals to write statements, as shown in exhibit 6. **Chief Souza** said they were asked by him because personnel requested meetings with him to discuss concerns over Mr. White's behavior while at work. He said during the discussion, he requested them to provide written statements for clarification and documentation. **Ms. Kelley** asked Chief Souza if he asked anyone else for written statements. **Chief Souza** said he did not ask anyone to prepare a statement that didn't come to him with a concern.

**Mrs. Madrid-Boyea** asked Chief Souza to describe Mr. White's demeanor on the day of the incident. **Chief Souza** said he was agitated. **Mrs. Madrid-Boyea** asked if he knew who the private investigator was going to interview. **Chief Souza** said he acted as a witness on this matter. **Mrs. Madrid-Boyea** asked if Firefighter Rennie's statement was given. **Chief Souza** said yes. **Mrs. Madrid-Boyea** asked if he had any decision about who was a part of the team who created the new mission statement for the Fire Department. **Chief Souza** said he directed the Battalion Chiefs to recommend the names of people whom they thought could help guide a discussion to formulate a mission, vision, and core value statement for the department.

**Ms. Kelley** said Mr. White stated that he told Chief Souza that he spoke with Battalion Chief (BC) Moreno. **Chief Souza** said Mr. White never stated that he spoke with BC Moreno.

**Mrs. Madrid-Boyea** called Wendy Austin to the podium. **Mrs. Austin** said she has worked for the City of Carlsbad for a total of 9 years, with over two years' experience as City Manager. **Mrs. Madrid-Boyea** asked Mrs. Austin if she conducts pre-determination hearings in her current role. **Mrs. Austin** said yes, for either a discharge, demotion or time off, which is referred to as an adverse decision. **Mrs. Madrid-Boyea**

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asked if the City of Carlsbad has a Fire Department Union. **Mrs. Austin** said yes and she has general knowledge of the Collective Bargaining Agreement. **Mrs. Madrid-Boyea** asked if the pre-determination hearing was held. **Mrs. Austin** said yes. **Mrs. Madrid-Boyea** asked what date the pre-determination hearing was held. **Mrs. Austin** said December 23, 2025. **Mrs. Madrid-Boyea** asked who was present at the pre-determination hearing. **Mrs. Austin** said herself, Mr. White, Mr. Ahrens, Chief Souza, Mrs. Countryman, and Mr. White had two-character witnesses, a statement from another character witness, and the Union President. **Mrs. Madrid-Boyea** asked at what capacity was the Union President there. **Mrs. Austin** said they were there to ensure the process was fair. **Mrs. Madrid-Boyea** asked if she could explain the process of these hearings. **Mrs. Austin** said the meetings take place in the City Hall Planning Room on the second floor. She said the meetings are recorded, therefore she begins the meetings by asking Administration to state their name and their position for the record, and then she asks the employee to state their name and their position for the record. She said after introductions, she allows the City to explain why they are there for the discipline, followed by the employee's side. She said it can be the employee's representative or the employee directly. **Mrs. Madrid-Boyea** asked if the employee is allowed to decide who to question and when to question. **Mrs. Austin** said no there's a process, she runs the hearing and goes from both the City's side and then the employees. **Mrs. Madrid-Boyea** asked if Mr. White's witnesses got an opportunity to be heard. **Mrs. Austin** said yes. **Mrs. Madrid-Boyea** asked if everything was taken into consideration into making her final decision. **Mrs. Austin** said yes. **Mrs. Madrid-Boyea** played portions of Exhibit 11. **Mrs. Madrid-Boyea** asked as the hearing progressed, were there any concerns about any of the information. **Mrs. Austin** said at one point she had to remind Mr. White that she was the hearing officer and she was in control of the meeting. She said she believes Mr. White got aggressive towards Chief Souza. **Mrs. Madrid-Boyea** asked Mrs. Austin how she knew Mr. White was aggressive towards Chief Souza. **Mrs. Austin** said his tone. **Mrs. Madrid-Boyea** asked Mrs. Austin if she had been a part of any Special Council Meetings that have involved employees and that were public. **Mrs. Austin** said yes. **Mrs. Madrid-Boyea** asked if she has observed any employee behave in a manner that Mr. White has displayed through this meeting. **Mrs. Austin** said yes. **Mrs. Madrid-Boyea** asked how she would describe his behavior throughout this proceeding today. **Mrs. Austin** said agitated. **Mrs. Madrid-Boyea** asked what has been done to make her believe that. **Mrs. Austin** said sidebar conversations, snide comments being made, and Mr. White continuously leaves and comes back into the hearing. **Mrs. Madrid-Boyea** asked after the pre-determination hearing, if an immediate decision was made or was it taken into consideration. **Mrs. Austin** said she took it under consideration for 7 days. She said after the 7 days, she decided to uphold the department recommendation for termination. **Mrs. Madrid-Boyea** asked what her decision was based on. **Mrs. Austin** said it was the totality of Mr. White's aggressive and unsafe driving of the fire engine, threats of violence against another employee, and previous discipline. **Mrs. Madrid-Boyea** asked if she directed the independent investigator in anyway regarding who to interview and who not to interview. **Mrs. Austin** said no. **Mrs. Madrid-Boyea** asked if Mrs. Austin saw the report from the

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investigator prior to the pre-determination hearing. **Mrs. Austin** replied no. **Mrs. Madrid-Boyea** asked what is Mrs. Austin asking Council to do tonight. **Mrs. Austin** said she would ask for them to uphold the decision for termination.

**Ms. Kelley** asked Mrs. Austin why she stated that Mr. White was making snide comments. **Mrs. Austin** said she could hear the whispering and comments being made. **Ms. Kelley** said Mr. White left the room to go to the restroom. She asked Mrs. Austin if at the pre-determination hearing, if Mr. White was asking Chief Souza if he ever apologized to him. **Mrs. Austin** said yes, Mr. White was asking Chief Souza something to an extent of an apology. **Ms. Kelley** asked if Mrs. Austin was aware of Mr. White's coworkers gossiping about him and making comments insinuating that he was having an affair with another firefighter. **Mrs. Austin** said she is not aware of any comments. **Ms. Kelley** asked how Mr. White is characterized as aggressive if he was trying to state his side of the case and ask Chief Souza about his claim. **Mrs. Austin** said from her perspective, employees are not usually aggressive during pre-determination hearings. She said they are usually sad, melancholy, or scared. She said she rarely sees an employee aggressive, so that is what the opinion is based on. **Ms. Kelley** asked it would be fair to say Mr. White was being cut-off in the meeting. **Mrs. Austin** said no. **Ms. Kelley** asked if it would be fair to say her questions were hostile in the meeting. **Mrs. Austin** said no.

**Mrs. Madrid-Boyea** asked if Mrs. Austin recalled asking Mr. White if he had an anger issue. **Mrs. Austin** said yes. **Mrs. Madrid-Boyea** asked if she recalled his response. **Mrs. Austin** said not verbatim, but his response was something to the extent that he appreciates confrontation and feels that's how departments should be ran and disagreements should be handled. She said she got the feeling that Mr. White likes to confront people but it cannot be the other way around. **Mrs. Madrid-Boyea** asked if Mr. White admitted to making those threats against Chief Carlson to Chief Souza. **Mrs. Austin** said yes.

**Ms. Kelley** asked if it is fair to say it is a feeling Mr. White had rather than a threat. **Mrs. Austin** said she is not sure that someone would say something like that if it was not a threat. **Ms. Kelley** asked if she heard Mr. White say he feels like he wants to hurt someone but he is not going to do it. **Mrs. Austin** said no. **Ms. Kelley** asked if Michael Trujillo was at the pre-determination hearing. **Mrs. Austin** said yes. **Ms. Kelley** asked what she remembered about his side. **Mrs. Austin** said he grieved on issues that he had personally but he got to the point where he recognized Mr. White for his capabilities, technical expertise, and being a good EMT. **Ms. Kelley** asked if she took Lt. Trujillo's testimony into consideration. **Mrs. Austin** said yes, she took all of Mr. White's witness testimonies into consideration.

**Ms. Kelley** called Mr. White to the podium. **Ms. Kelley** asked Mr. White if he worked for the Carlsbad Fire Department and in what capacity. He said at the time of his termination, he was a Paramedic. He said he started in August of 2015 as a rookie

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firefighter. **Ms. Kelley** asked if he still worked for the Carlsbad Fire Department. **Mr. White** said no. **Ms. Kelley** asked when he was separated from employment. **Mr. White** said there was a pre-determination hearing on September 23, 2025, and he was officially separated on December 29, 2025. **Ms. Kelley** asked what the official reason was given for the termination. **Mr. White** said from his understanding, there were violations that pertained to not driving appropriately and also work-place environment. **Ms. Kelley** asked if there were specific dates that the violations stemmed from. **Mr. White** said from the call from November 7, 2025. **Ms. Kelley** asked him of his recollection of what happened that day. **Mr. White** said they were called out for a car fire. He said when he heard the initial tone out, he got on the radio and asked if anyone was still in the vehicle. He said dispatch responded by saying there was not anyone inside the vehicle. **Mr. White** said they were on the way, when Chief Majerus got on the radio and said the fire was out and they could downgrade. **Mr. White** said they turned the lights and sirens off and proceeded to the scene. He said his philosophy on driving is to position the apparatus at the most appropriate spot on the scene. He said in order to do that, he had to get off of the pavement, into the dirt lot behind the nearby hotel. He said he told the crew to hold on while he positioned the apparatus more appropriately, in order to fight the fire if the car fire reignites. He said nothing was needed and the car did not seem it was in danger of reigniting. **Mr. White** said Chief Carlson then approaches him in a hostile manner while expressing concern over his erratic driving. He said he took the reprimand because he believes the administration has been trying to get him to do something to step outside of his character in order for him to be fired. He said he has been targeted since April 2025. He told Chief Carlson that he understood and started to step back into the engine. He said Chief Carlson hit the door onto his leg. He said he then stepped back out of the engine but then wanted to avoid confrontation so he stepped back into the engine. He said he heard Chief Carlson mutter something under his breath. He said they get back to Station 1 and he saw Chief Souza's car in the wash bay. He said the wash bay is where he usually parks so he looked for another place to park the engine. He said he backed the engine in front of the training tower. He said he told Lt. Shell that he was going to Chief Carlson's office to have a conversation with him. He said himself and Chief Carlson were close and he felt like having a conversation wouldn't be an issue. He said he called his BC, Mark Moreno, and told him what happened and then told him he does not want to have a conversation right at that moment because emotions were high. **Mr. White** said he spoke to BC Moreno out of respect of the chain of command. He said after speaking with BC Moreno, he spoke with Chief Souza. He said BC Moreno told him to speak to Chief Souza. He said there has multiple conversations in the past with Chief Souza because there has been a hostile work environment, and Chief Souza said he wanted to earn Mr. White's trust. **Mr. White** said he spoke to Chief Souza and recounts the situation. He said he told Chief Souza that Chief Carlson is trying to get him fired by getting him to step out of his character. He said he never made threats against Chief Carlson to Chief Souza. He said Chief Souza told him he would speak to Chief Carlson. **Mr. White** said he then had a conversation with Lt. Shell, reiterating what he told Chief Souza. He said himself and Chief Carlson were meant to be kept separate. He said

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when Mr. Ahrens hired an external investigator, he knew it was to substantiate the administration's claims. **Ms. Kelley** said Mr. White has been characterized as aggressive. She asked him how he would characterize himself at the pre-determination hearing. **Mr. White** said he was straightforward. He said confrontation does not have to be negative. He said that he holds his employees and department accountable. **Ms. Kelley** asked if the pre-determination hearing was a fair process for Mr. White. **Mr. White** said no. **Ms. Kelley** said he previously mentioned that he felt targeted by the administration since April. She asked him why he felt targeted. **Mr. White** said since April, the Fire Department Administration was targeting him and he heard that other employees were saying he was intimidating. He said if someone has an issue with him doing his job, that is a personal issue for that individual. He said he does not have time to be mindful of others feelings in high-stress situations. He said an HR investigation was conducted and Mrs. Countryman talked to him about his demeanor. He said Mrs. Countryman mentioned to him that she has received multiple complaints with no factual information. **Ms. Kelley** asked if he reported discrimination or harassment to the HR Director. **Mr. White** said yes, he filed a grievance in August 2025 against a non-Union member. **Ms. Kelley** handed out copies of Mr. White's grievance to Council members. **Mr. White** said the basis of the grievance was that the Fire Department created a hostile environment aimed at him. He said there was gossip, rumors, and inappropriate conversations. He said he has had zero compassion shown to him since April. **Ms. Kelley** asked why he reported discrimination in regards to gossip and rumors. **Mr. White** said because he felt like they were discriminating against him and claiming he was intimidating because of his size. **Ms. Kelley** asked him what the result was of people gossiping an alleged, inappropriate relationship. **Mr. White** said it led to an HR investigation, but it was a small portion of it. **Mr. White** said that it affected his personal life and his marriage. **Ms. Kelley** asked if there were any changes made in the Fire Department as a result of the allegations about the inappropriate relationship. He said that Firefighter Rennie was able to get switched to a different shift. He said he was not supposed to work with Firefighter Rennie during the duration of the investigation but they still worked overtime together. **Ms. Kelley** asked if the investigation or disciplinary action substantiate any allegations of inappropriateness. **Mr. White** said no. **Ms. Kelley** said Mr. White made a report to Mrs. Countryman. She asked if anything came of this report. **Mr. White** said no. He said he reached out to her on October 10, 2025, because he had not heard anything from her regarding any findings. He said according to Mrs. Countryman, the investigation was going to be closed. **Ms. Kelley** asked if Mrs. Countryman stated the result of the investigation. **Mr. White** said no. **Ms. Kelley** asked if he started working with Firefighter Rennie again. **Mr. White** said yes. **Ms. Kelley** asked if anything was done when patient safety issues was reported. **Mr. White** said no. **Ms. Kelley** asked Mr. White if he believes he was driving erratically or dangerously on November 7, 2025. **Mr. White** said no. **Ms. Kelley** asked why he drove up on the pavement. **Mr. White** said the path he took was for optimal apparatus placement.

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**Mrs. Madrid-Boyea** asked Mr. White if he recalls writing out a statement dated November 7, 2025, regarding the incident that is the subject of these proceedings. **Mr. White** said he recognizes the statement and clarified that the document was not made on November 7, 2025. **Mrs. Madrid-Boyea** asked when he prepared the statement. **Mr. White** said it was a few days after the incident on November 7, 2025. **Mr. White** read parts of his statement to Council. **Mrs. Madrid-Boyea** said his testimony to Council members is different than the written statement made a few days after the incident. She asked Mr. White if he had an injury. **Mayor Lopez** said there was no injury reported. **Mrs. Madrid-Boyea** asked who else observed Mr. White allegedly having his elbow and his leg hit. **Mr. White** said anyone on the scene that saw it. **Mrs. Madrid-Boyea** asked who he has spoken with that said they had seen the interaction. **Mr. White** said he hasn't spoken with anyone who saw the encounter. **Mrs. Madrid-Boyea** asked if he told Chief Souza that he was unsure that what he heard Chief Carlson say was directed at him or his driving. **Mr. White** said no. He said it was directed at him and he was unsure of the exact words he said. **Mrs. Madrid-Boyea** said Mr. White characterized it as muttering words. **Mr. White** said the engine was running, so Chief Carlson and himself were the only two that heard the interaction. **Mrs. Madrid-Boyea** asked if Chief Carlson was walking away when he touched the door. **Mr. White** said no. **Mrs. Madrid-Boyea** clarified if Mr. White is claiming that Chief Carlson was standing next to him and not walking. **Mr. White** said as he got into the engine, Chief Carlson backed away from the door and hit the door. **Mrs. Madrid-Boyea** asked if Chief Carlson hit the door or attempted to shut the door. She said he first had said Chief Carlson attempted to shut the door. **Mr. White** said he did attempt to shut the door. **Mrs. Madrid-Boyea** said Mr. White described himself as an angry person. **Mr. White** said yes, he has anger issues. **Mrs. Madrid-Boyea** said in fact, his anger issues were what contributed to him telling a handcuffed patient that he would rip his heart out and pushed him. **Mr. White** said he does not recall that. **Mrs. Madrid-Boyea** asked if he was disciplined for it, even though he does not recall the incident. **Mr. White** said yes. **Mrs. Madrid-Boyea** said pertaining to the driving incident, Mr. White was aware that the call was downgraded from a code 3 to a code 1 when they were approximately at Canal Street and Greene Street. **Mr. White** said no, Greene Street and Canyon Street. **Mrs. Madrid-Boyea** asked if he know if Chief Carlson and Chief Majerus were already at the scene. **Mr. White** said he knew that Chief Majerus was there. **Mrs. Madrid-Boyea** said when Mr. White arrived close to the scene, he made the decision to drive off the pavement in an expensive, heavy, well-equipped apparatus piece of equipment that belongs to the City of Carlsbad, in a manner of where it caused the apparatus to hit potholes and to be unsafe. **Mr. White** said yes. **Mrs. Madrid-Boyea** asked Mr. White if he was aware of a directive that Chief Souza distributed in June 2025 addressing driving behaviors and operation of equipment. **Mr. White** said yes. **Mrs. Madrid-Boyea** asked if everyone in the Fire Department was subject to that policy, including him. **Mr. White** said yes. **Mrs. Madrid-Boyea** asked if he heard Chief Souza say that this call was no longer an emergency. **Mr. White** said yes. **Mrs. Madrid-Boyea** asked Mr. White if he was unhappy that he got corrected by Chief Carlson. **Mr. White** said he was not upset until he tried to shut the door. **Mrs. Madrid-Boyea** asked if he spoke to Chief Souza when he

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arrived back to the station and made definitive statements about what he was going to do. **Mr. White** said he did not say he was going to do anything. **Mrs. Madrid-Boyea** said when he spoke to Lt. Shell, he said he was going to assault Chief Carlson. **Mr. White** said no, he was rehashing the conversation he had with Chief Souza to Lt. Shell. **Mrs. Madrid-Boyea** said when he was asked about this in the pre-determination hearing, did he say these things. **Mr. White** asked if it is on the recording. **Mrs. Madrid-Boyea** said yes. **Mr. White** said to play it. **Mrs. Madrid-Boyea** said she is able to play it, although Mr. White does not run the proceedings. She asked if he said he believed in confrontation at the pre-determination hearing. **Mr. White** stated that was taken out of context. **Mrs. Madrid-Boyea** asked if he was a supervisor of his coworkers. **Mr. White** said yes. **Mrs. Madrid-Boyea** asked if he supervised Assistant Chief Carlson. **Mr. White** said yes, if he is not doing something appropriately**. Mrs. Madrid-Boyea** asked if supervisor is in his title and part of his job description. **Mr. White** said people need to be held accountable. **Mrs. Madrid-Boyea** asked if he is familiar with the chain of command. **Mr. White** said yes. **Mrs. Madrid-Boyea** asked if he thinks he can jump the chain of command at his own discretion. **Mr. White** said yes. **Mrs. Madrid-Boyea** stated that Mr. White stated he did not trust the administration, the Union, or his coworkers. **Mr. White** said no but he trusts some of his coworkers. **Mrs. Madrid-Boyea** said that he is not a trusting person. **Mr. White** said no. **Mrs. Madrid-Boyea** asked if he was familiar with the Collective Bargaining Agreement. **Mr. White** said yes. **Mrs. Madrid-Boyea** said the filing of a grievance is not dependent upon who you file the grievance against, she said it is determined whether you are a member of the Union. **Mr. White** asked if Mrs. Madrid-Boyea had this in writing. **Mrs. Madrid-Boyea** said yes, it is in the Collective Bargaining Agreement. **Mayor Lopez** said it is Article 12, page 35. **Mr. White** said Mrs. Madrid-Boyea's interpretation is not accurate. **Mayor Lopez** said the Union contract supersedes Personnel Policy, and only items not mentioned in the Union contract, does the Personnel Policy apply. **Mrs. Madrid-Boyea** played portions of the pre-determination hearing for Mr. White. She said Mr. White made statements regarding Assistant Chief Carlson to Chief Souza, and as a result of those statements, an HR investigation was conducted, and he was notified that he was going to be considered for discharge as a result of the investigation that was conducted, and he was terminated.

**Ms. Kelley** asked Mr. White when he was asked if he was conducting unsafe driving with the fire truck, if he admitted to unsafe behavior at any time. **Mr. White** said no.

**Ms. Kelley** called Katelyn Rennie, Firefighter, to the podium. **Ms. Kelley** asked Firefighter Rennie what is her position with the Carlsbad Fire Department. **Firefighter Rennie** said she is a Firefighter, Intermediate. **Ms. Kelley** asked how she knows Mr. White. **Firefighter Rennie** said she has worked with him since she started with the Carlsbad Fire Department. **Ms. Kelley** asked if at any point, did she make any grievance or complaint that had to do with Mr. White. **Firefighter Rennie** said she has never filed a grievance against Mr. White, the only grievance she filed was against Assistant Chief Carlson. **Ms. Kelley** asked if the grievance involved Mr. White.

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**Firefighter Rennie** said yes. **Ms. Kelley** presented a formal statement made by Firefighter Rennie. **Firefighter Rennie** said she gave this statement to Chief Souza and Mrs. Countryman. She said she was reporting harassment from Chief Carlson. **Ms. Kelley** asked in what way was he harassing her. **Firefighter Rennie** said that during her duration with the Carlsbad Fire Department, there was allegations and rumors that were spread about hers and Mr. White's professional relationship. She said that she addressed the concerns with Chief Carlson and Chief Carlson said he addressed the allegations with Mr. White, but not with her, because he is of higher rank and she would not be addressed because she is new to the department. She said a few days later, a formal investigation was conducted with the HR Department. **Ms. Kelley** asked if Firefighter Rennie had a problem with Mr. White. **Firefighter Rennie** said no. **Ms. Kelley** asked if Firefighter Rennie and Mr. White had communicated about these allegations going on about them. **Firefighter Rennie** said yes. **Ms. Kelley** asked if she received anything about the investigation. **Firefighter Rennie** said she never received a conclusion. **Ms. Kelley** asked if she was present for the apology from Chief Souza to Mr. White. **Firefighter Rennie** said yes, she was. **Ms. Kelley** asked if she submitted her complaint to the Union. **Firefighter Rennie** said she submitted her grievance and formal statement to Chief Souza. She said Chief Souza told her it needed to go through the Union. She said she sent the grievance and formal statement to the Union, and they responded that they are not able to do anything because Chief Carlson is not a Union member. She said she was told it needed to be submitted to the HR Department. She said once she submitted it to HR, she never heard anything back. **Ms. Kelley** asked Firefighter Rennie if she was present for the incident that occurred on November 7, 2025. **Firefighter Rennie** said yes, she was the firefighter for that shift. **Ms. Kelley** asked what she observed as they were driving to the call. **Firefighter Rennie** said on the way to the call, someone came over the radio but she could not hear what they said. She said they slowed down and she was told the call was downgraded. She said when they arrived on scene, several vehicles were in the roadway and blocking the vehicle from where they could see it. She said Mr. White told them it was going to be a little rough and to hold on. She said they went through the dirt parking lot, she said it was not abrupt and the crew cab was not shaking or in an unsafe manner. She said she believed Mr. White parked the engine in the most appropriate manner in order for them to fight fire. She said the car was still smoking but there were no active flames. **Firefighter Rennie** said when they cleared the scene she was in the engine in the backseat when she saw Chief Carlson come up to the driver side door where Mr. White was. She said she witnessed a conversation happen between Mr. White and Chief Carlson. She said she could not hear the conversation, but did witness when Chief Carlson went to walk away, he slammed the door on Mr. White and Mr. White was still standing in the doorway so the door couldn't close. She said she saw Mr. White take a deep breath and noticed Chief Carlson walk in front of the engine and glare into the engine. She said when they arrived back to Station 1, Chief Souza was washing his vehicle. She said she heard Mr. White say to Lt. Shell that he needed to speak to Chief Carlson. She said she went inside and once she came back outside, she saw Mr. White and Chief Souza having a conversation. **Ms. Kelley** asked if she could hear what they

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were saying. **Firefighter Rennie** said no. **Ms. Kelley** asked her to characterize how Chief Carlson shut the door. **Firefighter Rennie** said she could visibly see that Chief Carlson was upset. **Ms. Kelley** asked what level of force was used. **Firefighter Rennie** said he slammed the door as he was walking away. **Ms. Kelley** asked if Mr. White seemed aggressive at the time. **Firefighter Rennie** said she believed Mr. White controlled himself. She said Chief Carlson acted inappropriately. **Ms. Kelley** asked if she was interviewed by the independent investigator about this case. **Firefighter Rennie** said no, not until Mrs. Madrid-Boyea asked for an interview.

**Mrs. Madrid-Boyea** asked if Firefighter Rennie made a written statement for the encounter that happened. **Firefighter Rennie** said yes. **Mrs. Madrid-Boyea** asked if everyone was warned about unsafe driving practices in June 2025 by Chief Souza. **Firefighter Rennie** said they were given a memo about changes being made and upheld. **Mrs. Madrid-Boyea** asked if Firefighter Rennie was aware that the call on November 7, 2025, was downgraded from a code 3 to a code 1. **Firefighter Rennie** said no, she was unable to hear the radio traffic because she was in the back. **Mrs. Madrid-Boyea** asked if she used the word slammed in any part of her written statement. **Firefighter Rennie** said no, not in her written statement. **Mrs. Madrid-Boyea** asked if she wrote in her written statement that Mr. White was visibly upset. **Firefighter Rennie** said yes. **Mrs. Madrid-Boyea** said that Firefighter Rennie had wrote in her statement that she was later informed of the details of the interaction that occurred on scene between Chief Carlson and Mr. White. She asked Firefighter Rennie how she was informed. **Firefighter Rennie** said she overheard Mr. White talking to Lt. Shell about what had happened. **Mrs. Madrid-Boyea** asked if her statement in her grievance was created before the events of November 7, 2025. **Firefighter Rennie said** yes.

**Ms. Kelley** called Michael Truijillo, Lieutenant, to the podium. **Ms. Kelley** asked if he has any knowledge of the testimony that has been given about Mr. White feeling like he has been targeted by the Fire Department. **Lt. Trujillo** said he was not there on November 7, 2025. **Ms. Kelley** asked if he was part of an investigation for that call. **Lt. Trujillo** said he was interviewed by Mrs. Madrid-Boyea and that is the only time that he has been questioned. **Ms. Kelley** asked if he had any personal knowledge about the incident on November 7, 2025. **Lt. Trujillo** said the only knowledge he has was speaking with Mr. White and BC Moreno. **Ms. Kelley** asked what BC Moreno told him. **Lt. Trujillo** said Mr. White called BC Moreno, and BC Moreno told him to talk to Chief Souza. **Ms. Kelley** asked if Lt. Trujillo testified at the pre-determination hearing. He said yes, he gave a statement on the behavior of Chief Carlson and on Mr. White. **Lt. Trujillo** said he does believe that Chief Carlson was targeting Mr. White. He said they used to work well in the past, but once Chief Carlson became Assistant Chief, he had issues with Mr. White. He said no issue was ever brought to his attention as he is Mr. White's supervisor. He said there is rank but he expects his staff to hold him accountable. He said Mr. White has passion, not aggression. **Lt. Trujillo** said he worked closely with Mr. White. **Ms. Kelley** asked if he was scared of Mr. White. **Lt. Trujillo** said no. **Ms. Kelley** asked if there is anything that involves Mr. White and

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these proceedings that Lt. Trujillo would like to add to. **Lt. Trujillo** said he has never had issues with Mr. White. He said if there was an issue with Mr. White it should have been brought to his attention.

**Mrs. Madrid-Boyea** asked Lt. Trujillo if he gets along with Mr. White. **Lt. Trujillo** said there has been issues but they handle them. **Mrs. Madrid-Boyea** asked if Mr. White asked him to be a character witness at the pre-determination hearing. **Lt. Trujillo** said yes.

**Ms. Kelley** asked if Lt. Trujillo was given a chance to give his opinion on Mr. White's character. **Lt. Trujillo** said yes, to a certain point. **Ms. Kelley** asked if Mr. White's testimony and the process of his pre-determination hearing was fair. **Lt. Trujillo** said no because Chief Carlson has also threatened him. **Ms. Kelley** asked if Mr. White has ever shown aggression. **Lt. Trujillo** said no, Mr. White is passionate. **Ms. Kelley** asked if Lt. Trujillo was present during the meeting with Mrs. Countryman. **Lt. Trujillo** said he was not present for the meeting for the November 7, 2025, incident, but he was present for the meeting pertaining to Firefighter Rennie and Mr. White. **Ms. Kelley** asked Lt. Trujillo what Mrs. Countryman said. **Lt. Trujillo** said Mrs. Countryman said the allegations were unsubstantiated.

**Mrs. Madrid-Boyea** asked Lt. Trujillo if he is friends with Chief Carlson. **Lt. Trujillo** said no. **Mrs. Madrid-Boyea** asked if he respects him. **Lt. Trujillo** said yes. **Mrs. Madrid-Boyea** asked him if he is there to air his grievances against Chief Carlson. **Lt. Trujillo** said no, he is explaining the relevance and giving his own example for Chief Carlson's behavior. **Mrs. Madrid-Boyea** asked if he is directing most of his testimony to Chief Carlson. **Lt. Trujillo** said yes, his behavior. **Mrs. Madrid-Boyea** asked if he is a character witness for Mr. White. **Lt. Trujillo** said no, he is a character witness for both, Mr. White and Chief Carlson. **Mrs. Madrid-Boyea** asked if he was present during the November 7, 2025, incident. **Lt. Trujillo** said no.

**Ms. Kelley** asked Saul Ortiz, Firefighter, to come to the podium. **Ms. Kelley** asked if Firefighter Ortiz wrote a statement in regards to an investigation for Mr. White. **Firefighter Ortiz** said yes. He said Mr. White lives up to a high standard and tries to improve others. **Ms. Kelley** asked if Firefighter Ortiz was present during the pre-determination hearing. **Firefighter Ortiz** said no, he only wrote a letter. **Ms. Kelley** asked if his letter was considered at the meeting. **Firefighter Ortiz** said yes. **Ms. Kelley** passed out Firefighter Ortiz's statement to Council members. She asked if Firefighter Ortiz wrote anything in his statement regarding Chief Carlson targeting Mr. White. **Firefighter Ortiz** said yes. **Ms. Kelley** asked if Firefighter Ortiz wrote anything in his statement regarding Chief Carlson provoking Mr. White. **Firefighter Ortiz** said yes.

**Mrs. Madrid-Boyea** asked Firefighter Ortiz if he has referred to Mr. White as someone he has had disagreements with when he first started at the Fire Department. **Firefighter Ortiz** said yes. **Mrs. Madrid-Boyea** asked if his statement references Mr.

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White as abrasive and is unable to communicate in a civil manner. **Firefighter Ortiz** said that was his initial thought, but his opinion changed over time. **Mrs. Madrid-Boyea** asked if he was aware that Mr. White pushed and threatened a patient that he was serving. **Firefighter Ortiz** said no. **Mrs. Madrid-Boyea** asked if he was present for the events that took place on November 7, 2025. **Firefighter Ortiz** said no.

**Ms. Kelley** asked Sam Soto to come to the podium. **Engineer Soto** said he is an Engineer/ Paramedic with the Carlsbad Fire Department. **Ms. Kelley** asked if he has seen Mr. White being aggressive. **Engineer Soto** said he has seen Mr. White do things that others do not like. He said Mr. White is more abrasive than others. **Ms. Kelley** asked if Engineer Soto was present during that incident that occurred on November 7, 2025. **Engineer Soto** said no. **Ms. Kelley** asked if Engineer Soto was a part of the investigation or the pre-determination hearing. **Engineer Soto** said he was a character witness. **Ms. Kelley** asked Engineer Soto if the culture of the Fire Department is relevant to Mr. White's case. **Engineer Soto** said there was a double standard within the department. He said Mr. White was reprimanded for things that others were not. **Ms. Kelley** asked if Engineer Soto witnessed other employees being aggressive. **Engineer Soto** said yes. **Ms. Kelley** asked if he testified this at the pre-determination hearing. **Engineer Soto** said no, they were to only speak about Mr. White's case. **Ms. Kelley** asked Engineer Soto what he witnessed at the pre-determination hearing. **Engineer Soto** said Mr. White was given a fair opportunity at the pre-determination hearing. **Ms. Kelley** asked Engineer Soto if he has personal experience where he has had to drive onto pavement. **Engineer Soto** said he will drive in a manner that is appropriate to the nature of the response. He said he does not believe Mr. White was driving dangerously.

**Mrs. Madrid-Boyea** asked Engineer Soto if he was present on November 7, 2025, at the call that occurred on James and Greene St. **Engineer Soto** said no.

**Ms. Kelley** asked if additional people, that are not labeled as witnesses, are able to speak to Council members. **Mayor Lopez** said it is limited to the witnesses. **Ms. Kelley** thanked Council members and Mayor Lopez for their time.

## 2. CONSIDER APPROVAL OF AFFIRMANCE, MODIFICATION OR REVERSAL OF RECOMMENDATION TO DISCHARGE

5:19:00 **MOTION**
The motion was made by Councilor Niemeier and seconded by Councilor Foreman to approve to go into Closed Session to discuss matters pursuant to the provision of NMSA 1978 Section 10-15-1(H)(2), Limited Personnel Matters.

5:19:33 **VOTE**
The vote was as follows: Yes - Chavez, Walterscheid, Niemeier, Garwood, Rodriguez, Foreman; No - None; Absent - Anaya-Flores, Forrest; the motion carried.

5:19:54 **City Council reconvened into Open Session at 11:56 PM.**

5:20:10 **MOTION**
Councilor Rodriguez stated that only matters discussed in the Closing motion, matters pursuant to the provision of NMSA 1978 Section 10-15-1(H)(2), Limited Personnel Matters, were the only matters discussed during the Closed Session.

The motion was made by Councilor Rodriguez and seconded by Councilor Chavez to Reconvene into Open Session.

5:20:38 **VOTE**
The vote was as follows: Yes - Chavez, Walterscheid, Niemeier, Garwood, Rodriguez, Foreman; No - None; Absent - Anaya-Flores, Forrest; the motion carried.

5:20:52 **2. CONSIDER APPROVAL OF AFFIRMANCE, MODIFICATION OR REVERSAL OF RECOMMENDATION TO DISCHARGE**

5:21:01 **MOTION**
The motion was made by Councilor Chavez and seconded by Councilor Rodriguez to approve the recommendation for affirmance of the discharge.

5:21:17 **VOTE**
The vote was as follows: Yes - Chavez, Walterscheid, Niemeier, Garwood, Rodriguez, Foreman; No - None; Absent - Anaya-Flores, Forrest; the motion carried.

5:21:30 **Adjourned**
**With no further business to discuss, the Mayor declared the meeting adjourned at 11:57 PM.**

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Richard D. Lopez, Mayor

ATTEST:

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Nadine Mireles, City Clerk

**LINKED MINUTES OF A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CARLSBAD, NEW MEXICO, HELD IN THE JANELL WHITLOCK MUNICIPAL COMPLEX BUILDING ON MARCH 24, 2026, AT 6:00 P.M.**

| | | |
|---|---|---|
| Present: | Richard D. Lopez | Mayor |
| | Lisa A. Anaya Flores | Councilor |
| | Edward T. Rodriguez | Councilor |
| | Karla Niemeier | Councilor |
| | Anthony Foreman | Councilor |
| | Mark C. Walterscheid | Councilor |
| | Jason O. Chavez | Councilor |
| | Jeff Forrest | Councilor |
| | Mary Garwood | Councilor |
| Absent: | | |
| Also Present: | Wendy Austin | City Manager |
| | Ken Ahrens | Deputy City Manager |
| | Barbara Hogsdon | City Attorney |
| | JoAnne Jaure | Deputy City Clerk |
| | Jalynn Dominguez | Open Meetings Act Manager |
| | Dina Navarrette | Community Services Director |
| | Angie Barrios-Testa | Director of Grant Programs |
| | Mike Abell | Director of Utilities |
| | Melissa Salcido | Finance Director |
| | Tony Souza | Fire Chief |
| | Kyla Gonzales | Deputy HR Director |
| | Wayne Hatfield | IT Director |
| | Allan Henrik | IT Technician |
| | Jeff Patterson | Planning Director |
| | Adrian Rivera | Police Captain |
| | Randy Galindo | Safety and Compliance Director |
| | Patrick McManus | Grant Compliance Accountant |
| | Patrick Brownfield | Police Officer |
| | Denise Green | Carlsbad MainStreet |
| | Clayton Bradley | Bradley Law Office |

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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**

0:00:03 Invocation – Pledge of Allegiance

0:00:32 **1. CITY OF CARLSBAD PROJECT UPDATE: FACILITY MAINTENANCE BUILDING**

**KC Cass** said the Facility Maintenance Department does not have a designated area for their staff. He said this building will replace the old San Jose Senior Center. He said this facility has a larger area for storage. He said this building is budgeted and a purchase order is being created for approximately $1.3 million. He said this building will be an asset and it is more convenient for the department to have their own facility instead of scattered throughout other City buildings. **Mayor Lopez** asked what the estimate for the roof repair of the old building was. **Mr. Cass** said it was about $400,000.

0:03:17 **2. CITY OF CARLSBAD FINANCIALS – FEBRUARY 2026**

**Ms. Salcido** reviewed the revenues and expenditures as of February 2026 for the General Fund and selected Enterprise and Special Funds contained within the City Budget.

0:04:49 **3. ROUTINE AND REGULAR BUSINESS**

A. Minutes of the City Council Meeting held on March 10, 2026
B. City Personnel Report
C. Monthly Reports
   1) Building Department February 2026
   2) Community Development Department February 2026
   3) Municipal Court Department February 2026
   4) Planning & Regulation Department February 2026
   5) Public Works Department February 2026

0:05:13 **MOTION**

The motion was made by Councilor Forrest and seconded by Councilor Anaya-Flores to approve Routine and Regular Business.

0:05:25 **VOTE**

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

0:05:39 **4. CONSIDER APPROVAL OF A PERMIT APPLICATION SUBMITTED BY KINETIK NEW MEXICO GAS GATHERING LLC, TO CONSTRUCT AND OPERATE A TWENTY-FOUR (24) INCH NATURAL GAS GATHERING PIPELINE REFERRED TO AS THE FRED GABAGOOL PIPELINE PROJECT**

**Mr. Patterson** said the Fred Gabagool natural gas pipeline will connect Permian Resources oil and gas well, on the North side of E. Greene St to a compressor station on the South side of E. Greene St. He said this pipeline will allow for the collection of natural gas, providing treatment and delivery of the gas into a transmission line that will transport the gas to downstream markets. He said the pipeline is approximately

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1.6 miles in length, with approximately 6/10 of a mile to be constructed within City limits. He said the remaining length will fall outside of the City limits into Eddy County. He said the pipeline will be buried in a minimum depth of 48 inches and will operate of an average pressure of 80 psi. He said it will not exceed 285 psi. **Mr. Patterson** said the pipeline will cross privately-owned properties within City boundaries and it will not cross any property owned by the City. He said City staff has reviewed the permit application, and per the Ordinance, the City retained a qualified person to act as inspector in reviewing the permit application. He said the qualified inspector is Clayton Bradley with Bradley Law Office. He said the inspector recommends approval of the permit application with certain conditions, which is outlined in the technical legal report provided by Mr. Bradley. He said the conditions include final approval and sign-off by the City of Carlsbad Water Department Superintendent for municipal waterline crossings; the applicant must stay in contact with the City's appointed inspector throughout the course of construction and installation; and the submission of as-built GPS coordinates upon completion of the installation. **Mr. Patterson** said City Council has several options in considering the permit application. He said Council can approve the permit application with the expressed conditions, approve the permit application with additional expressed conditions, or deny the permit application.

0:08:18 **Mayor Lopez asked if anyone would like to speak regarding the permit application. No one appeared.**

0:08:30 **Councilor Rodriguez** asked what the September deadline stated on the permit application is. **Clayton Bradley** said his initial thought is that the deadline is related to the permit issued to the operator of the well. He said the permits issued by the City of Carlsbad are valid for one year. He said if the project has not commenced within one year, then the permit is expired. **Mr. Rodriguez** said the deadline states September 2025 and it is in the Agenda packet. **Mr. Bradley** said if there was a deadline set, it would be related to the State. He said he would look into it more and report back to Council.

0:10:29 **MOTION**
The motion was made by Councilor Forrest and seconded by Councilor Niemeier to approve of a Permit Application submitted by Kinetik New Mexico Gas Gathering LLC, to construct and operate a twenty-four (24) inch Natural Gas Gathering Pipeline referred to as the Fred Gabagool Pipeline Project.

0:10:43 **VOTE**
The vote was as follows: Yes - Forrest, Niemeier, Walterscheid, Anaya-Flores, Chavez, Garwood, Foreman, Rodriguez; No - None; Absent - None; the motion carried.

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0:10:57 **5. CONSIDER APPROVAL OF RESOLUTION 2026-18, A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE NEW MEXICO TOURISM DEPARTMENT FOR THE FY27 NEW MEXICO CLEAN AND BEAUTIFUL GRANT PROGRAM**

**Councilor Garwood** said due to a conflict of interest, she is recusing herself from Agenda item 5, Consider Approval of Resolution 2026-18, a Resolution authorizing the submission of an application to the New Mexico Tourism Department for the FY27 New Mexico Clean and Beautiful Grant Program, and Agenda item 6, Consider Approval of Resolution 2026-19, a Resolution supporting a Public-Private Economic Development MainStreet Project and a Biennial Memorandum of Understanding between the City of Carlsbad, New Mexico MainStreet Program, Carlsbad MainStreet, and Pearl of the Pecos Arts and Cultural District.

0:11:37 **Mrs. Barrios-Testa** said this Resolution will support litter prevention. She said it is part of Keep America Beautiful initiative and it is approved through state statute. She said the request is for $26,553 in grant funds and it has a 25% match of $6,638.25, for a total project cost of $33,191.25. She said the match can include cash or volunteer hours. **Mrs. Barrios-Testa** said the proposed activities that the City of Carlsbad is requesting are for youth litter cleanups, the community mural project, RiverBlitz advertising and outreach, Keep America Beautiful membership dues and conference attendance, and the AirCon training and travel.

0:13:48 **MOTION**

The motion was made by Councilor Niemeier and seconded by Councilor Anaya-Flores to approve of Resolution 2026-18, a Resolution authorizing the submission of an application to the New Mexico Tourism Department for the FY27 New Mexico Clean and Beautiful Grant Program.

0:13:59 **VOTE**

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

0:14:20 **6. CONSIDER APPROVAL OF RESOLUTION 2026-19, A RESOLUTION SUPPORTING A PUBLIC-PRIVATE ECONOMIC DEVELOPMENT MAINSTREET PROJECT AND A BIENNIAL MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CARLSBAD, NEW MEXICO MAINSTREET PROGRAM, CARLSBAD MAINSTREET, AND PEARL OF THE PECOS ARTS AND CULTURAL DISTRICT**

**Mrs. Navarrette** said the City of Carlsbad has had a longstanding relationship with Carlsbad MainStreet. She introduced Denise Green, Executive Director of Carlsbad MainStreet. **Denise Green** said this renewal formalizes a partnership to continue the downtown economic development, and helps Carlsbad MainStreet keep their Arts and Cultural and MainStreet designation at the state and national level. She said the New

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Mexico MainStreet Organization provides training, technical assistance, statewide resources, and potential funding. She said the City of Carlsbad provides the local support through the service agreement. **Ms. Green** said Carlsbad MainStreet implements the programs, events, and economic development efforts within the district. She said this renewal is required to keep Carlsbad eligible for state economic development support.

0:16:45 **MOTION**
The motion was made by Councilor Niemeier and seconded by Councilor Foreman to approve of Resolution 2026-19, a Resolution supporting a Public-Private Economic Development MainStreet Project and a Biennial Memorandum of Understanding between the City of Carlsbad, New Mexico MainStreet Program, Carlsbad MainStreet, and Pearl of the Pecos Arts and Cultural District.

0:16:58 **VOTE**
The vote was as follows: Yes - Forrest, Niemeier, Walterscheid, Anaya-Flores, Chavez, Foreman, Rodriguez; No - None; Recusal - Garwood; Absent - None; the motion carried.

0:17:32 **7. CONSIDER APPROVAL OF RESOLUTION 2026-20, A RESOLUTION REQUIRING THE REMOVAL OF THE RUINED, DAMAGED OR DILAPIDATED BUILDINGS OR STRUCTURES, RUINS, RUBBISH, WRECKAGE AND DEBRIS AT 806 IRVIN STREET OWNERS: LIBORIO AND BELIA MORALES**
**Ms. Hodgson** said this is a proposed Resolution requiring the removal of the trash and dilapidated structures, rubbish, wreckage, debris and weeds located at 806 Irvin Street. She said the record owners are deceased. She said Code Enforcement has visited the property starting in 2015. She said in 2017, a fire burned down the residence. **Ms. Hodgson** said the Fire Marshal has determined that this property is an extreme hazard for first responders and the community. She said the City of Carlsbad has not had any contact by any residents of this property. She said on March 17, 2025, a certified letter was sent to the owners, and a notice was posted on the property. She said this property has several code violations. **Mrs. Hodgson** said if Council approves the Resolution, the owners or their representatives will be given 30 days to correct the conditions on the property.

0:22:22 **Councilor Walterscheid** asked when the ten-day time frame begins. **Ms. Hodgson** said the time begins from the date the Resolution was mailed or published. She said if no work has been done on the property or an appeal has not been requested in ten days, the 30-day time frame begins. **Mayor Lopez** clarified the 10-day time frame is in order to get in contact with a representative of the property. **Ms. Hodgson** said yes, it is to give them an opportunity to either appeal or start cleaning the property.

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0:23:46 **MOTION**
The motion was made by Councilor Rodriguez and seconded by Councilor Anaya-Flores to approve of Resolution 2026-20, a Resolution requiring the removal of the ruined, damaged or dilapidated buildings or structures, ruins, rubbish, wreckage and debris at 806 Irvin Street Owners: Liborio and Belia Morales.

0:23:57 **VOTE**
The vote was as follows: Yes - Forrest, Niemeier, Walterscheid, Anaya-Flores, Chavez, Garwood, Foreman, Rodriguez; No - None; Absent - None; the motion carried

0:24:12 **8. PUBLIC COMMENTS AND ANNOUNCEMENTS. ALL COMMENTS MUST BE RESPECTFUL AND COURTEOUS (THREE-MINUTE TIME LIMIT PER PERSON)**
**Clayton Bradley** addressed Councilor Rodriguez's question regarding the September deadline in the permit application for Agenda item 4. He said this deadline is not an expiration date. He said when this application was originally submitted, it was withdrawn by Kinetic New Mexico Gas Gathering LLC, because Permian Resources withdrew their application. **Mr. Bradley** said this deadline is a typo that did not get corrected.

0:25:23 **9. COUNCIL COMMITTEE REPORTS**
No reports.

0:25:31 **Adjourned**
With no further business to discuss, Mayor Lopez declared the meeting adjourned at 6:25 PM.

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Richard D. Lopez, Mayor

ATTEST:

_____
Nadine Mireles, City Clerk

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CITY OF CARLSBAD

# PERSONNEL REPORT

April 14, 2026

## APPOINTMENTS:

| NAME | DATE | DEPARTMENT | CLASSIFICATION |
|---|---|---|---|
| Laura A. Arrambide | 04/14/26 | Water Park | ARC Driver |
| Santiago E. Gallardo | 04/14/26 | Water Park | Lifeguard |
| Estrella N. Herrera | 04/14/26 | Water Park | Lifeguard |
| Ryleigh O. Perez | 04/14/26 | Water Park | Lifeguard |
| Martin Pesina | 04/14/26 | Street | Truck Driver |
| Gary L. Van Dyne | 04/14/26 | Street | Heavy Equipment Operator 1 |
| John E. White | 04/16/26 | Police | Corporal |
| Gabriel A. Wittmayer | 04/14/26 | Water Park | Water Park Assistant Manager |

## TERMINATIONS:

| NAME | DATE | DEPARTMENT | CLASSIFICATION | REASON |
|---|---|---|---|---|
| Rebecca Chavez | 04/07/26 | Transit | Transit Driver, part-time | Resigned |
| Nyleen Rico | 03/20/26 | Finance | Account Clerk 1, part-time | Declined job offer |
| Robert Williams | 03/25/26 | Police | Patrolman 1, uncertified | Declined job offer |

## INTERNAL TRANSFERS AND PROMOTIONS:

| NAME | DATE | DEPARTMENT | CLASSIFICATION |
|---|---|---|---|
| Zaqary Duran | 04/02/26 | Waste Water | W/WW Operator Apprentice |
| Francisco Fierro | 04/06/26 | Projects | Technical Services Manager |
| Jason McKay | 03/16/26 | Parks | Caretaker |
| Marleigh Plum | 03/16/26 | Riverwalk | Recreation Center Attendant |

# CITY OF CARLSBAD

## RECOMMENDATION FOR EMPLOYMENT

Richard D. Lopez, Mayor — Wendy D. Austin, City Manager

**TO:** The Honorable Mayor Richard D. Lopez & Members of the City Council

**FROM:** Ivan M. Abell, Director of Utilities

**SUBJECT:** Recommendation for Employment

**DATE:** March 16, 2026

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: Laura A. Arrambide Classification/Position: ARC Driver

Department: Solid Waste

- [x] Regular
- [ ] Seasonal
- [ ] Temporary
- [x] Full-time
- [ ] Part-time
- [ ] On call
- [x] Hourly $30.48 per hour
- [ ] Salary $_____ per annum

**Education Level:**

- [x] High School Diploma
- [ ] GED or equivalent
- [ ] Associates Degree
- [x] Bachelors Degree — Southwest University at El Paso - Bachelor of Science in Health Administration (May 2017)
- [ ] Masters Degree
- [ ] Other

**Employment:**

Present or last Employer: FedEx

City and State: El Paso, Texas

From May 2025 to November 2025 Classification: Driver

Duties: Drove dedicated routes from El Paso to Dallas, Roswell, Carlsbad, and Arizona.

Related Experience: Currently has a Class A CDL.

Comments:

PF-13 11/25

# CITY OF CARLSBAD

## RECOMMENDATION FOR EMPLOYMENT

Richard D. Lopez, Mayor — Wendy D. Austin, City Manager

**TO:** The Honorable Mayor Richard D. Lopez & Members of the City Council

**FROM:** Dina Navarrette, Community Development Director

**SUBJECT:** Recommendation for Employment

**DATE:** 3/26/2026

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: Santiago Gallardo Classification/Position: Lifeguard

Department: Water Park

- ☐ Regular ☐ Full-time ■ Hourly $17.50 per hour
- ■ Seasonal ■ Part-time ☐ Salary $_____ per annum
- ☐ Temporary ☐ On call

**Education Level:**

- ☐ High School Diploma ☐ GED or equivalent
- ☐ Associates Degree
- ☐ Bachelors Degree
- ☐ Masters Degree
- ■ Other Currently enrolled at Carlsbad High School, 11th grade.

**Employment:**

Present or last Employer: McDonalds

City and State: Carlsbad, NM

From June 2025 to Current Classification: Crew Member

Duties: Operate kitchen equipment, maintain a clean workspace during shifts, and provide customer service.

Related Experience: Santiago is currently employed at McDonalds. His responsibilities vary and require both the ability to work individually and with a team. His daily tasks include, but are not limited to, maintaining a sanitary work station and dining room, and keeping a balanced register along with dealing directly with patrons.

Comments: Santiago demonstrates professionalism and maturity while at work. He is dedicated and reliable. As a member of the CHS swim team, Santiago has always been flexible and invested in helping the team in any way he can. His positive attitude and work ethic will be a great addition to the lifeguard team at the Water Park.

PF-13 11/25

# CITY OF CARLSBAD

## RECOMMENDATION FOR EMPLOYMENT

Richard D. Lopez, Mayor — Wendy D. Austin, City Manager

**TO:** The Honorable Mayor Richard D. Lopez & Members of the City Council

**FROM:** Dina Navarrette, Community Development Director

**SUBJECT:** Recommendation for Employment

**DATE:** 3/26/2026

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: Estrella Herrera Classification/Position: Lifeguard

Department: Water Park

- ☐ Regular ☐ Full-time ■ Hourly $17.50 per hour
- ■ Seasonal ■ Part-time ☐ Salary $_____ per annum
- ☐ Temporary ☐ On call

**Education Level:**

- ☐ High School Diploma ☐ GED or equivalent
- ☐ Associates Degree
- ☐ Bachelors Degree
- ☐ Masters Degree
- ■ Other Currently attending Carlsbad High School, 11th grade.

**Employment:**

Present or last Employer: Carlsbad Water Park

City and State: 708 Park Drive, Carlsbad, NM 88220

From May 2025 to September 2025 Classification: Lifeguard

Duties: Provide patron surveillance and customer service to the guests at the Water Park. Support regular operation of park at the direction of supervisors. Guard beach swim area. Perform opening and closing duties at the direction of management. American Red Cross Lifeguard, CPR, and First Aid certified.

Related Experience: Estrella worked as a lifeguard during the 2025 summer season at the Water Park. She also participates in multiple sports at CHS including cheer, soccer, track, and power lifting. Estrella thrives in a team environment but also can work independently when required. Academically she challenges herself by taking AP History and AP Language Arts courses.

Comments: During the 2025 Season Estrella added positively to the lifeguard team. Estrella was willing to cover shifts as needed and was eager to assist with any task asked of her during daily operations. Her strong work ethic and ability to work with others make her an asset to the team.

PF-13 11/25

# CITY OF CARLSBAD

## RECOMMENDATION FOR EMPLOYMENT

Richard D. Lopez, Mayor — Wendy D. Austin, City Manager

**TO:** The Honorable Mayor Richard D. Lopez & Members of the City Council

**FROM:** Dina Navarrette, Community Development Director

**SUBJECT:** Recommendation for Employment

**DATE:** 3/26/2026

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: Ryleigh Perez Classification/Position: Lifeguard

Department: Water Park

☐ Regular ☐ Full-time ☒ Hourly $17.50 per hour

☒ Seasonal ☒ Part-time ☐ Salary $_____ per annum

☐ Temporary ☐ On call

**Education Level:**

☐ High School Diploma ☐ GED or equivalent

☐ Associates Degree _____

☐ Bachelors Degree _____

☐ Masters Degree _____

☒ Other Will Graduate May 2026

**Employment:**

Present or last Employer: Carlsbad Water Park

City and State: 708 Park Drive, Carlsbad, NM 88220

From May 2025 to September 2025 Classification: Lifeguard

Duties: Provide patron surveillance and customer service to guests of the Water Park. Support regular operation of the park at the direction of supervisors. Guard the beach swim area. Perform opening and closing duties at the direction of management. American Red Cross Lifeguard, CPR, and First Aid certified.

Related Experience: Ryleigh started at the Water Park during the 2025 season as an attendant. She was reliable and had great customer service. Ryleigh was consistent in keeping a balanced register and maintaining a clean workspace. During the season, Ryleigh took a lifeguard class that was offered and would come in early to practice skills. Having experience as both an attendant and lifeguard, Ryleigh was able to cover any area as needed.

Comments: As a lifeguard, Ryleigh demonstrated the ability to enforce rules, maintain effective surveillance and work closely with other members of the lifeguard team. Ryleigh has been a member of the cheer team at CHS and is great at working on a team. She brings a positive attitude, maturity, and professionalism to the team.

PF-13 11/25

# CITY OF CARLSBAD

## RECOMMENDATION FOR EMPLOYMENT

Richard D. Lopez, Mayor — Wendy D. Austin, City Manager

**TO:** The Honorable Mayor Richard D. Lopez & Members of the City Council

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

**SUBJECT:** Recommendation for Employment

**DATE:** March 17, 2026

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: Martin Pesina Classification/Position: Truck Driver
Department: Streets

- [x] Regular [x] Full-time [x] Hourly $ 28.01 per hour
- [ ] Seasonal [ ] Part-time [ ] Salary $ _____ per annum
- [ ] Temporary [ ] On call

**Education Level:**

- [x] High School Diploma [ ] GED or equivalent
- [ ] Associates Degree _____
- [ ] Bachelors Degree _____
- [ ] Masters Degree _____
- [ ] Other _____

**Employment:**

Present or last Employer: H&H Trucking LLC
City and State: Fairview, Pennsylvania
From 08/2025 to 03/2026 Classification: Truck Driver
Duties: Pick up loads and deliver to customers in 48 states.

Related Experience: Operating heavy equipment

Comments: Has a Class A CDL.

# CITY OF CARLSBAD

## RECOMMENDATION FOR EMPLOYMENT

Richard D. Lopez, Mayor — Wendy D. Austin, City Manager

**TO:** The Honorable Mayor Richard D. Lopez & Members of the City Council

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

**SUBJECT:** Recommendation for Employment

**DATE:** March 26, 2026

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: Gary L. Van Dyne Classification/Position: Heavy Equipment 1
Department: Streets

- [x] Regular
- [x] Full-time
- [x] Hourly $ 28.43 per hour
- [ ] Seasonal
- [ ] Part-time
- [ ] Salary $ _____ per annum
- [ ] Temporary
- [ ] On call

**Education Level:**

- [x] High School Diploma
- [ ] GED or equivalent
- [ ] Associates Degree _____
- [ ] Bachelors Degree _____
- [ ] Masters Degree _____
- [ ] Other _____

**Employment:**

Present or last Employer: Cain Electric Supply
City and State: Carlsbad, NM
From 03/2022 to Present Classification: Truck Driver
Duties: Deliver parts to various location

Related Experience: Operating heavy equipment

Comments: Has a Class A CDL.

PF-13 11/25

# CITY OF CARLSBAD

## RECOMMENDATION FOR EMPLOYMENT

Richard D. Lopez, Mayor — Wendy D. Austin, City Manager

**TO:** The Honorable Mayor Richard D. Lopez & Members of the City Council

**FROM:** Chief Jessie Rodriguez 3/9/26

**SUBJECT:** Recommendation for Employment

**DATE:** March 9, 2026

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: John White Classification/Position: Certified Lateral Officer

Department: Police

- [x] Regular [x] Full-time [x] Hourly $ 39.49 per hour
- [ ] Seasonal [ ] Part-time [ ] Salary $ _____ per annum
- [ ] Temporary [ ] On call

**Education Level:**

- [x] High School Diploma [ ] GED or equivalent
- [ ] Associates Degree
- [ ] Bachelors Degree
- [ ] Masters Degree
- [ ] Other

**Employment:**

Present or last Employer: Chavez County Sheriff Office

City and State: Roswell, New Mexico

From December 1, 2021 to Present Classification: Patrol Deputy

Duties:

Answer calls for service, responds to various calls within the County of Chavez.

Related Experience: Employed with the Roswell Police Department August 1, 2017 to October 16, 2020

Currently certifeid as a Drug Recognition Expert, which is a $1.00 incentive.

Comments:

PF-13 11/25

# CITY OF CARLSBAD

## RECOMMENDATION FOR EMPLOYMENT

Richard D. Lopez, Mayor — Wendy D. Austin, City Manager

**TO:** The Honorable Mayor Richard D. Lopez & Members of the City Council

**FROM:** Dina Navarrette, Community Development Director

**SUBJECT:** Recommendation for Employment

**DATE:** 3/26/2026

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: Gabriel Wittmayer Classification/Position: Water Park Assistant Manager

Department: Water Park

- ☐ Regular ☐ Full-time ■ Hourly $ 23.78 per hour
- ■ Seasonal ■ Part-time ☐ Salary $ _____ per annum
- ☐ Temporary ☐ On call

**Education Level:**

- ■ High School Diploma ☐ GED or equivalent
- ☐ Associates Degree
- ☐ Bachelors Degree
- ☐ Masters Degree
- ■ Other — Currently attending the University of New Mexico, studying Exercise Science/ Pre-Physical Therapy

**Employment:**

Present or last Employer: Highland Pool - City of Albuquerque

City and State: Albuquerque, NM (400 Jackson St SE)

From January 2026 to Present Classification: Lead Lifeguard / Shift Supervisor

Duties: Responsible for maintaining facility safety, supervising the lifeguard team, ensuring lifeguards are effectively covering assigned zones, managing rotations and breaks, checking safety equipment and water conditions, enforcing rules with patrons, responding to and leading emergency actions, completing incident reports and training staff.

Related Experience: Gabriel acted as Interim Assistant Manager for the last half of the 2025 season. After returning to Albuquerque for school he accepted a position with the city of Albuquerque at Highland Pool as a Shift Supervisor. Gabriel is highly productive ensuring all tasks for his shifts are completed. His experience in aquatics, along with his current field of study at UNM, gives him a proactive mindset for creating a safe environment and ability to respond to emergencies effectively.

Comments: Gabriel's current employment, as well as his history here at the Water Park, demonstrates his dedication and passion for aquatics and ensuring the safety of both patrons and staff. He has proven his ability to work well under pressure, respond effectively during incidents, and communicate clearly with management. He consistently demonstrates strong problem-solving skills, focus, and professionalism. Gabriel will be a valuable addition to the management team.

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

Council Meeting Date: April 14, 2026

| **DEPARTMENT**: Projects | **BY**: Matthew Fletcher | **DATE**: 04/07/2026 |
|---|---|---|

**SUBJECT**:
Consider Approval to Award RFP 2026-03 to multiple contractors for on-call Construction Services

**BACKGROUND, ANALYSIS AND IMPACT**: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)
The City of Carlsbad maintains an on-call list of licensed contractors capable of performing a variety of construction services needed by the City. By conducting a single RFP for these services, the City can establish agreements with contractors to perform construction services on an as-needed basis, rather than having to conduct a bid or rely exclusively on cooperative purchasing agreements established by other entities.

The City conducted RFP 2026-03 to further expand the City's current on-call list. The City received a total of seven proposals. The proposals were reviewed by the CPO. Contractor licenses and registration with the Department of Workforce Solutions were verified by the CPO and all contractors are currently licensed to perform the work they are being considered for.

The City would like to request authorization to award the RFP to the following contractors and add them to the City's current On-Call Construction list:

- Builders Tech NM LLC
- Design Roof Services LLC
- Frank Martino (South Country Greenhouse)
- Hulsey Electric
- MIRADOR Enterprises
- Quick Homes LLC
- Southwest Environmental LLC

**DEPARTMENT RECOMMENDATION**:

**BOARD/COMMISSION/COMMITTEE ACTION**:
-

**Reviewed by**:

| City Manager: Wendy D Austin | Date: April 9, 2026 |
|---|---|

**Attachments**:
1. RFP 2026-03 Award List

PENDING

# RFP 2026-03 On-Call Construction Services

Request For Proposals

Purchasing

90900, 91200, 91400

**Project ID:** 2026-03

**Release Date:** Wednesday, February 18, 2026

**Due Date:** Wednesday, March 18, 2026 3:00pm

Posted Wednesday, February 18, 2026 5:07pm

Bid Unsealed Wednesday, March 18, 2026 3:00pm by OpenGov Bot

Pricing Unsealed Wednesday, March 18, 2026 3:00pm by OpenGov Bot

*All dates & times in Mountain Time*

Edit Preview

## Responses

List of vendor responses submitted for the project

Report

| Status | Vendor | Contact Info | Submission Date |
|---|---|---|---|
| ✔ Submitted | Builders Tech NM LLC | David Vilar<br>publicaffairs@pirugroup.com<br>(505) 412-9175 | Mar 18, 2026 1:30 PM |
| ✔ Submitted | Design Roof Services LLC | Kelly Hopkins<br>kelly@designroofservicesllc.com<br>(575) 689-5220 | Mar 17, 2026 4:37 PM |
| ✔ Submitted | Frank Martino | Frank Martino<br>southcountrygreenhouse@hotmail.com<br>(575) 361-6015 | Mar 14, 2026 10:41 AM |
| ✔ Submitted | Hulsey Electric LLC | Brandon Hulsey<br>hulseyelectricllc@hotmail.com<br>(575) 706-4355 | Mar 18, 2026 7:21 AM |
| ✔ Submitted | MIRADOR Enterprises, Inc. | Julianne Montano<br>jmontano@miradorenterprises.com | Mar 18, 2026 12:09 PM |
| ✔ Submitted | Quick Homes LLC | kyle styers<br>kyle@quickmortgageloans.com | Mar 16, 2026 10:44 AM |
| ⊘ No Bid | Roco Rescue, Inc. | Sandra Eisworth<br>seisworth@rocorescue.com | Feb 19, 2026 8:24 AM |
| ✔ Submitted | Southwest Environmental, LLC | Randy D Wilson<br>southwestenvironmentallllc@gmail.com<br>(575) 361-9425 | Mar 16, 2026 1:14 PM |

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

Council Meeting Date: April 14, 2026

| **DEPARTMENT**: Fire | **BY**: Matthew Fletcher | **DATE**: 04/07/2026 |
|---|---|---|

**SUBJECT**:
Consider Approval to Award Bid 2026-04 to Deans Inc. for Emergency Vehicle Equipment and Upfitting for the Carlsbad Fire Department vehicles

**BACKGROUND, ANALYSIS AND IMPACT**: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)
The City of Carlsbad recently purchased three new Ford F-150 pickup trucks to be used by City of Carlsbad Fire Department Administrative Staff. These vehicles needed to be unfitted with emergency equipment in order to equip them for emergency response. The City conducted a bid for emergency vehicle equipment and unfitting services for these vehicles.

The City received six bids with Deans inc. having the lowest overall bid of $20,350.71.

The City requests authorization to award the bid to Deans Inc.

**DEPARTMENT RECOMMENDATION**:
The City recommends awarding Bid 2026-04 to Deans Inc.

**BOARD/COMMISSION/COMMITTEE ACTION**:
-

**Reviewed by**:

| City Manager: Wendy D Austin | Date: April 9, 2026 |
|---|---|

**Attachments**:
1. Bid2026-04 Tabulation
2. BID 2026-04 Bidders List

**Bid Number**
**2026-04**
**Date: 3/18/2026**
**Time: 3:00 pm**

**Emergency Vehicle Equipment and Upfitting**

| Bidder Name | Total Bid Amount |
|---|---|
| Advanced Communications | $ 51,084.06 |
| Alamo Industries | $ 23,805.52 |
| Deans Inc. | $ 20,350.71 |
| Frontline Upfitting | $ 40,446.45 |
| WAC Upfitters | $ 35,905.77 |
| AFI Alt Fuel Innovations | Disqualified Response |

EVALUATION

# Bid 2026-04 - Emergency Vehicle Equipment and Upfitting

Invitation To Bid

Purchasing

05516, 05517, 05527, 05554, 05557... show all

**Project ID:** 2026-04

**Release Date:** Wednesday, February 25, 2026

**Due Date:** Wednesday, March 18, 2026 3:00pm

Posted Wednesday, February 25, 2026 8:46am

Bid Unsealed Wednesday, March 18, 2026 3:00pm by OpenGov Bot

Pricing Unsealed Wednesday, March 18, 2026 3:00pm by OpenGov Bot

*All dates & times in Mountain Time*

## Responses

List of vendor responses submitted for the project

Compare Responses | Report

| Status | Vendor | Contact Info | Submission Date |
|---|---|---|---|
| ✔ Submitted | Advanced Communications and Electronics, Inc. | Lori Henz<br>lhenz@advtwoway.com<br>(505) 420-5796 | Mar 13, 2026 2:46 PM |
| ✔ Submitted | AFI Alt Fuel Innovations | elton towne<br>eltont@afi-kc.com<br>(785) 230-3265 | Mar 3, 2026 8:21 AM |
| ✔ Submitted | Alamo Industries | James Snead<br>jsnead@alamoauto.com | Mar 17, 2026 2:53 PM |
| ✔ Submitted | Deans Inc. | Dustin Stock<br>dstock@deansinc.com<br>(575) 748-3400 | Mar 17, 2026 3:21 PM |
| ✔ Submitted | FrontLine Upfitting, LLC | Javis Griego<br>javis@frontlinenm.com<br>(505) 980-0466 | Mar 16, 2026 9:19 AM |
| ⊘ No Bid | Roco Rescue, Inc. | Sandra Eisworth<br>seisworth@rocorescue.com | Feb 25, 2026 9:11 AM |
| ⊘ No Bid | Sunset Survival & First Aid, Inc. | Debbie Depin<br>info@sunsetsurvival.com<br>(714) 369-8096 | Feb 25, 2026 3:48 PM |
| ✔ Submitted | WAC Upfitters LLC | Josh Hoyle<br>josh@wacupfitters.com<br>(505) 554-1966 | Mar 10, 2026 2:20 PM |

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

Council Meeting Date: April 14, 2026

| **DEPARTMENT**: Grants | **BY**: Angie Barrios-Testa | **DATE**: 03/24/2026 |
|---|---|---|

**SUBJECT**:
Consider Approval of Second Renewal of Agreement between the City of Carlsbad and the Grant Plant, Inc for On-Call Grant Management Services

**BACKGROUND, ANALYSIS AND IMPACT**: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)
On April 23, 2024, the City Council approved on-call grant management and consulting services for three top-qualified vendors, as a result of Request for Proposal (RFP) 2024-03. The contracts with the three vendors have been in effect since April 23, 2024, and can be renewed for up to 3 years. The Grant Plant Inc. is one of the vendors approved under RFP 2024-03.

The staff is pleased with The Grant Plant, Inc.'s performance for the second year and recommends approval of the Second Renewal. The Grant Plant, Inc. has agreed to renew and keep the same terms and conditions for a time extension through April 1, 2027. The agreement will be effective April 1, 2026, as this was the date of the last renewal.

**DEPARTMENT RECOMMENDATION**:
If it is the will of the City Council, consider approving the enclosed agreement between the City of Carlsbad and The Grant Plant, Inc. for on-call grant management and consulting services, and designate the Mayor's signature authority on the Second Renewal of this agreement and any related documents.

**BOARD/COMMISSION/COMMITTEE ACTION**:
-

**Reviewed by**:

| City Manager: Wendy D Austin | Date: April 9, 2026 |
|---|---|

**Attachments**:
1. Renewal 2_Grant Services - Professional Services Agreement _Carlsbad-Grant Plant

# CITY OF CARLSBAD
# SECOND RENEWAL OF
# PROFESSIONAL SERVICES AGREEMENT

**This second renewal extends the time for an additional one-year term upon the same terms and conditions as the original agreement between the parties on April 23, 2024. The original agreement was entered into** by and between the City of Carlsbad, a municipal corporation and political subdivision of the State of New Mexico (hereinafter "City"), and **The Grant Plant, Inc.,** (hereinafter "Contractor"). For good and valuable consideration and in consideration of the provisions set forth below, the parties agree as follows.

1. Scope of Work

A .1 Project Goal - The City seeks to increase its awareness of grant opportunities and to apply for grants that address documented City needs associated with service delivery and the goals of the City Council without utilizing tax dollars or taking away funds from other projects. The grant services consultant will be working on grants that support qualifying government services according to the U.S. Treasury Rules and other existing rules and regulations governing the use of the funds.

A .2 General Project Requirements: The consultant will be responsible for assisting the Grant Programs department in searching for, writing, and applying for grants on an on-call per task order basis. The tasks are as follows: Task 1) grant research, Task 2) prepare an analysis and assessment of each viable grant opportunity, Task 3) coordination and collaboration with the City staff, Task 4): Grant writing and application submissions, and Task 5) project/grant management support and compliance.

A .3 Key Deliverables & Tasks: The tasks identified below shall conform to the City's approved branding, formatting, and case project processing.

**Task 1: Grant Research**

**Expectations:** The contractor will research and locate relevant grant opportunities or as requested by the City.

**Meeting(s):** The contractor will meet with designated staff once per month to discuss the current list of grant opportunities. These meetings can be virtual.

**Deliverables:**

a. Conduct thorough research to identify relevant grant opportunities in the areas of housing (including affordable and supportive housing), transportation, environmental initiatives, parks and recreation, and public safety.
b. Stay up to date with available funding sources, government programs, private foundations, and other potential grant providers.
c. Analyze each opportunity to determine its suitability, including the type of grant, funding availability, required match, timelines, and potential impacts to the community.

**Task 2: Grant Analysis and Assessment**

**Expectations:** The contractor will perform an analysis and provide an assessment of each potential grant opportunity.

**Meeting(s):** None unless follow-up questions arise from City staff.

**Deliverables:** The main point of contact for the City of Carlsbad is the Director of Grant Programs, but all task orders are subject to final approval by the City Administrator, and/or his or her designee.

a. Provide detailed analyses for each potential grant opportunity, including a comprehensive overview of the grant requirements, eligibility criteria, and application process.
b. Assess the potential impacts of each grant on the community and determine their alignment with our organization's goals and objectives.
c. Work with the City's Grant Programs Department to obtain approval before the submission of grant proposals.

**Task 3: Coordination and Collaboration**

**Expectations:** The contractor shall coordinate and collaborate with assigned City staff prior to writing and applying for any grants.

**Meeting(s):**

a. The contractor shall meet with the assigned City staff to review funding opportunities on an ongoing basis. These meetings can be virtual.

**Deliverables:**

a. Collaborate with appropriate City staff and departments to ensure seamless coordination and integration of grant-related activities.
b. Write and apply for all grants approved by City staff.

**Task 4: Grant Writing**

**Expectations:** The contractor shall write and apply for all grants approved by City staff.

**Meeting(s):** None required, action taken in this task will be based on the ongoing meetings from task 3.

**Deliverables:**

a. Write and apply for all grants approved by City staff.
b. Maintain a master list of all grants applied for and the award status.
c. Be accountable for the development of grant proposals, ensuring they comply with all necessary regulations, guidelines, and documentation requirements.
d. Assist with scheduling de-briefs with the funding agencies.

**Task 5: Project Support and Compliance**

**Expectations:** The contractor will assist with grant management and compliance as requested by City staff.

**Meeting(s):** To be scheduled as needed.

**Deliverables:**

a. Prepare and develop any documentation that may be required by Uniform Guidance (Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R Part 200 establishes uniform administrative requirements, cost principles, and audit requirements for Federal awards to non-Federal entities).
b. Facilitate the contracting process with grant providers, including negotiation, review, and selection as needed.

c. Ensure contract compliance by remaining in the know for all awarded grant opportunities.

A .4 Project Grant Management: The Consultant shall prepare and submit to the City for approval a grant management/risk plan that: specifies a schedule of work; details the roles and responsibilities of the Consultant and subcontractors; identifies work tasks, milestones, and review/comment milestones; and a public outreach plan. The consultant will participate in meetings at least once a month with the City's Project Manager and meetings with specific City Departments, key stakeholders, and outside agencies, as necessary. The consultant will coordinate with City staff on the meeting agendas and keep meeting notes. The consultant will promptly respond to City requests (both routine and emergency).

A .5 Final Documents – Final documents shall be submitted electronically to Angie Barrios-Testa, at abtesta@cityofcarlsbadnm.com

B. The City through its authorized officials and administrators, in their sole discretion, shall determine what work, if any, is assigned to the Contractor. The Mayor and City Administrator or their respective designees shall be the City's contact person for communication with the Contractor, and shall be authorized to grant services from Contractor and authorize Contractor to take action on behalf of City. Only when necessary and when taking action on behalf of the collective governing body of the City, prior approval of the City Council should be obtained.

C. Contractor's services shall be performed in a manner consistent with professional standards existing in the State of New Mexico and Code of Professional Responsibility as adopted by the New Mexico Supreme Court.

D. The City or its contact persons, may identify the Contractor when the City desires to have particular services performed, and Contractor shall comply with such designation whenever it deems it practicable. However, the final decision on assignment of grant services shall be made by the City.

2. Compensation. City shall pay Contractor for all services under this Agreement an amount not to exceed One Hundred and Twenty Thousand and 00/100 Dollars ($120,000) per year, exclusive of New Mexico gross receipts tax (GRT), at hourly and expense reimbursement rates set out in detail as follows:

1. Hourly Rate: (Exhibit "A" as attached)

2. Costs: all necessary and actual costs such as copies, filing fees, conference fees, and overnight travel expenses as approved by the City.

The Contractor, after providing services, shall invoice City by delivering an itemized invoice for services delivered by date, description, and time to the City Administrator at the address described below. Within 15 days of receipt of an invoice, the Administrator shall either certify the invoice to the City Finance Department for payment or notify Contractor of any defect in the invoice or the work. Within 30 days of receipt of certification for payment the Finance Department shall tender payment to Contractor. If payment is by mail, the date of tender shall be the postmark dated

3. Appropriations. This Agreement is contingent upon there being sufficient funds available for City to appropriate funds to make payments pursuant to this Agreement. City shall be the sole and final determiner, in its sole discretion, of whether sufficient funds are available.

4. **Term. This renewal of the Agreement shall be effective from April 1, 2026, through April 1, 2027, unless terminated or extended pursuant to its term, and can be renewed for up to one (1) more year for (12) twelve-month periods upon agreement between both parties.**

5. Renewal. City shall have the right, but not the obligation, to renew this Agreement if necessary, on the same terms and conditions, including compensation, as exist for the current term and provide Contractor with notice of renewal prior to the end of the current term or any subsequent term.

6. Termination. The Parties may terminate the Agreement with or without cause at any time in their sole discretion by giving written notice to the other party of termination, which shall occur no less than 30 calendar days after the date of notice and shall specify the effective date thereof. Termination shall be by written notice that shall be hand delivered or mailed (certified mail, return receipt requested). If notice is by mail, the effective date of notice will be deemed to be three (3) calendar days from the date of the postmark. If notice is hand delivered, notice of termination is effective as of the time of delivery to the Contractor or Contractor's place of business, or to the City Attorney. In no event shall termination nullify obligations of either party incurred prior to the effective date of termination.

7. Indemnification. Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold City and City's employees, agents and representatives harmless from damages and losses arising from the acts or omissions of Contractor pursuant to the subject matter of this Agreement, whether such damages are based in tort, contract, statute, any other category of law or in equity.

   *Consequential Damages Waiver: Each party expressly waives and releases the other part and its subcontractors from, and against, any and all punitive, indirect, special, exemplary, and consequential damages of any kind, including without limitation, lost profits or loss of use, regardless of the cause or legal theory of recovery, including negligence, gross negligence or willful misconduct of the parting being released.*

8. Required Insurance. Contractor shall maintain liability insurance in an amount at least equal to the damage limits set forth by the New Mexico Tort Claims Act, Sec. 41-4-19, N.M.S.A. 1978 (as amended). Contractor shall maintain employee's liability and workmen's compensation insurance as required by law. Contractor shall provide the City with a Certificate of Insurance establishing to the City's satisfaction that all required insurance is in effect for the term of this contract before commencing work.

9. Limitation of Liability. City's liability to Contractor for any matter relating to the subject matter of this Agreement shall be limited to the compensation provided for herein. There shall be no liability for compensation that has not yet been earned pursuant to the terms of this Agreement.

   *Contractor's liability for any and all claims arising out of or in connection with the agreement or the services hall not exceed, in the aggregate, two times the fees actually paid by the City to the Contractor within the twelve (12) months preceding the event giving rise to the claim under this agreement. Such limitation of liability shall apply even if the liability asserted is based on negligence (whether active, passive, sole, concurrent, or gross), breach of duty (whether statutory, contractual, or otherwise) or any other fault of the Contractor or any other person or entity, and regardless of whether the claim is based in contract, tort, strict liability or otherwise; provided, however, for the avoidance of doubt, that such limitation of liability shall not apply if the liability asserted is based on fraud or willful misconduct.*

10. Required Licenses and Permits. Contractor, its employees and its independent contractors shall have all licenses required by law to perform any act in connection with this Agreement. Contractor is responsible for obtaining all necessary permits necessary to complete this project.

11. Work Product. All work and work product produced under this Agreement shall be and remain the exclusive property of City and Contractor shall not use, sell, disclose or otherwise make available to anyone (individual, corporation, legal entity or organization), other than City, any such work or work product or copies thereof.

12. Ethical Considerations. Contractor shall abide by the Code of Professional Responsibilities and/or applicable Canons of Ethics prescribed for Contractor's profession. Failure of any owner, partner, or major employee employed by Contractor to remain in good standing may, at the discretion of City, be considered a breach of the Agreement.

13. Confidentiality. Any information learned, given to, or developed by Contractor in the performance of this Agreement shall be kept confidential and shall not be made available or otherwise released to anyone (individual, corporation, legal entity or organization) without the prior written approval of the City.

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15. Non-Agency. Contractor agrees not to purport to bind City to any obligation not assumed herein by City, unless Contractor has express written approval and then only within the limits of that express authority.

16. Worker's Compensation. Contractor acknowledges that neither Contractor, Contractor's employees, independent contractors, agents nor representatives shall have any claim whatsoever to worker's compensation coverage under City's policy.

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18. Records and Audit. Contractor shall keep, maintain and make available, to City, all records, invoices, bills, etc. related to performance of this Agreement for a period of no less than three (3) years after the date of final payment. If federal grant funds are used to pay under this Agreement, Contractor shall retain all records for the period of time under which OMB Circular 102-A shall apply. Said records shall be available for inspection, audit and/or copying by City or its authorized representative or agent, including federal and/or state auditors.

19. Conflict of Interest and Governmental Conduct Act. Contractor warrants that Contractor presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest, which would conflict with Contractor's performance of services under this Agreement. Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, public employee or former public employee have been followed. If any potential conflict of interest arises the Contractor shall timely notify the City and follow its duties of professional responsibility to resolve such potential conflict with the City.

20. Non-Discrimination. Contractor agrees that Contractor, Contractor's employees, independent contractors, agents and representatives shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.

21. Assignment and Subcontracting. Contractor shall not assign, transfer or subcontract any interest in this Agreement or attempt to assign, transfer or subcontract any claims for money due under this Agreement without the prior written approval of City.

22. Remedies for Default or Breach. The following remedies are available for default or breach of the provisions of this Agreement by either party.

    A. Upon a determination by either party that the other party is in default or breach of this Agreement, the non-defaulting party may:
        i. Terminate this Agreement as provided in section 6 herein; or
        ii. Provide written notice of the default or breach including a period of time in which to cure the default or breach. Upon failure of the defaulting party to cure, the non-defaulting party may pursue such judicial remedies at law or in equity as may be available.

    B. The failure of a party to pursue any remedy provided for in this section shall not be considered as the ratification of or acquiescence by a party of the other party's default or breach. The remedies in this section are intended to be cumulative. None shall be in lieu of any other. A party may pursue none, one, all or any combination of the remedies provided for in this section.

23. Severability. In the event that a court of competent jurisdiction rules that any provision of this Agreement is invalid, all other provisions shall remain in full force and effect that are not inconsistent with the court's ruling.

24. Sole Agreement. This Agreement including all exhibits whether attached hereto or incorporated herein by reference, incorporates all of the agreements and understandings between the parties and is the sole agreement between the parties. No other prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this Agreement.

25. Survival. All terms of this Agreement that as a practical matter would require actions by either party after the expiration, termination or voiding of this Agreement to effectuate those terms, shall survive such expiration, termination or voiding.

26. Amendment. This Agreement shall not be altered, changed, modified or amended except by instrument, in writing, executed by all parties.

27. Applicable Law. This Agreement shall be governed by the Laws of the State of New Mexico.

28. Jurisdiction and Venue. Any legal proceeding arising out of the subject matter of this Agreement, whether based in contract, tort, statute, other category of law or in equity, shall be brought before the Fifth Judicial District Court, Eddy County, State of New Mexico.

29. Illegal Acts. Pursuant to Sec. 13-1-191, N.M.S.A. 1978 (as amended), it shall be unlawful for any Contractor to engage in bribery, offer gratuities with the intent to solicit business, or offer or accept kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited. Contractor warrants and represents that it has not engaged in and will not engage in such activity.

30. Release. Contractor agrees that, upon final payment of the amount due under this Agreement, Contractor releases City from all liability, claims and/or obligations whatsoever arising from the

subject matter of this Agreement, whether based in contract, tort, statute, other category of law or in equity.

31. Contact Information for Parties. The contact information for the parties to this Agreement is as set out in this paragraph. Unless such information is changed in writing, all notices or other communication pursuant to this Contract shall be through the contact information in this paragraph.

| | |
|---|---|
| City of Carlsbad:<br>Richard D. Lopez, Mayor<br>101 N. Halagueno St.<br>Carlsbad, NM 88221<br>(575) 887-1191<br>mayor.office@cityofcarslbadnm.com | The Grant Plant, Inc.<br>Tara Gohr, President & CEO<br>PO Box 7157<br>Albuquerque, NM 87194<br>(505) 226-0171 Ext. 700<br>tara@thegrantplantnm.com |

32. Authority. The individuals signing below on behalf of the parties hereby warrant and represent that they have full legal authority to bind the parties to this Agreement and have taken whatever steps are required by law and their governing documents to do so. Electronically duplicated signatures shall be permitted and if used, shall be binding. This Agreement may be signed in duplicate originals bearing the signatures of fewer than all parties if all parties have signed at least one duplicate original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

| | |
|---|---|
| _____<br>Richard D. Lopez, Mayor<br>City of Carlsbad | _____<br>Tara Gohr, President & CEO,<br>The Grant Plant, Inc. |

Attest:

_____
Nadine Mireles, City Clerk

**C. Cost Proposal**

**Proposal:**

Per the Professional Services Agreement template (Attachment A), The Grant Plant's total not-to-exceed fee is $120,000 per year. This fee includes all costs of performing the services in the accompanying technical proposal. In special cases only and as approved by the City of Carlsbad, The Grant Plant may pass on costs to the City in the categories within the detailed cost breakdown below, to cover expenses, mileage, and travel related directly to projects for the City of Carlsbad.

**Detailed Cost Breakdown**:

| Line Item | Rate | Notes |
|---|---|---|
| 1. Grant Research | $185/hour | Proactive research of grant funding in areas of the City's priorities; ongoing as needed. A 5% increase per year applies. |
| 2. Grant Analysis and Assessment | $185/hour | Screen notices of funding opportunities (NOFOs) for suitability and help determine whether the City should pursue the grant in partnership with its staff, based on current strategic priorities. Ongoing as needed. A 5% increase per year applies. |
| 3. Coordination and Collaboration | $185/hour | The Grant Plant, Inc. will provide a monthly report to the City on the status of its grant seeking projects and remaining contract, conduct ongoing screenings of grant opportunities, and initiate and participate in project meetings as needed. All Client Account Management falls into this category. Ongoing as needed. A 5% increase per year applies. |
| 4. Grant Writing | Fixed by project; deliverables in-hand in accordance with task order approval | For those grant opportunities that the City of Carlsbad decides to pursue, TGP will prepare a workplan detailing what documents are required for submission, prepare narratives and budgets, work with you to gather required attachments, and complete the documents required for submission. TGP can become an authorized representative and submit grants on your behalf following appropriate approval processes. All services will be billed at a fixed fee per project with no hourly fee assessed. |

| | | |
|---|---|---|
| 5. Project Support and Compliance | $232/hour | The Grant Plant, Inc. will support the management of awarded grants, with each service approved by the client via email and billed at an hourly rate. Grant management services may include, but are not limited to: grant reporting, federal grant internal controls policies audit, grant systems design, grant project summary and launch meetings, grant project monitoring and benchmarking, grant project disbursement or drawdown assistance, and grant award modifications. Ongoing as needed. A 5% increase per year applies. |

**Cost assumptions:** For our grant writing services, The Grant Plant uses a competitive and innovative pricing structure that incorporates all direct and indirect costs for each project. The fixed fee algorithm takes into account: the estimated hours, the client's willingness/ability to support, the type of organization, our trust and history with the client, the risk transfer, our capacity to assist, the complexity of staffing and strategy, lead time, and any "wild cards" that affect the project. This is a model unique to TGP that minimizes guesswork for our clients and rewards efficiency for our staff.

All other services are charged on a per-hour basis due to the abstract nature of the work when it is initiated. TGP can provide estimates for all projects prior to commencing work.

**Premium Cost**: A rush fee will be added to any projects deemed premium, which is for any applications due in less 30 business days of the approval of the task order, and/or having extensive research or report requirements associated with the application. The rush fee will be $15/hour on top of any hourly fees in the detailed cost breakdown above, and will be incorporated into fixed fees where applicable.

**Proposed Payment Schedule**: The Grant Plant, Inc. will invoice the City of Carlsbad on a biweekly basis with the terms Net 30. The accompanying technical proposal shows a retainage of 15% for projects. For unscoped projects, the hourly rates above will be billed ad hoc. TGP will work with the City to negotiate a final payment schedule if selected as a vendor.

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

Council Meeting Date: April 14, 2026

| | | |
|---|---|---|
| **DEPARTMENT**: Grants | **BY**: Angie Barrios-Testa | **DATE**: 03/24/2026 |

**SUBJECT**:
Consider Approval of Second Renewal of Agreement between the City of Carlsbad and Witt O'Brien's LLC for On-Call Grant Management Services

**BACKGROUND, ANALYSIS AND IMPACT**: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)
On April 23, 2024, the City Council approved on-call grant management and consulting services for three top-qualified vendors, as a result of the Request for Proposal (RFP) 2024-03. The contracts with the three vendors have been in effect since April 23, 2024, and can be renewed for up to 3 years. Witt O'Brien's, LLC. is one of the vendors approved under RFP 2024-03.

The staff is pleased with Witt O'Brien's, LLC's performance for the second year and recommends approval of the Second Renewal. The Witt O'Brien's, LLC has agreed to renew and keep the same terms and conditions for a time extension through April 1, 2027. The agreement will be effective April 1, 2026, as this was the date of the last renewal.

**DEPARTMENT RECOMMENDATION**:
If it is the will of the City Council to consider approving the enclosed agreement between the City of Carlsbad and Witt O'Brien's, LLC, for on-call grant management and consulting services, and designate the Mayor's signature authority on the Second Renewal of this agreement and any related documents.

**BOARD/COMMISSION/COMMITTEE ACTION**:
-

**Reviewed by**:

| | |
|---|---|
| City Manager: Wendy D Austin | Date: April 9, 2026 |

**Attachments**:
1. 20260401_Carlsbad NM City of_WOB_Renewal 2_Grant Services - Professional Services Agreement

Docusign Envelope ID: 960D614D-585A-4091-92FB-AD821C98F5BC

# CITY OF CARLSBAD
# SECOND RENEWAL OF
# PROFESSIONAL SERVICES AGREEMENT

**This second renewal extends the time for an additional one-year term upon the same terms and conditions as the original agreement between the parties on April 23, 2024. The original agreement was entered into** by and between the City of Carlsbad, a municipal corporation and political subdivision of the State of New Mexico (hereinafter "City"), and **Witt O'Brien's, LLC.**, (hereinafter "Contractor"). For good and valuable consideration and in consideration of the provisions set forth below, the parties agree as follows.

1. Scope of Work

A .1 Project Goal - The City seeks to increase its awareness of grant opportunities and to apply for grants that address documented City needs associated with service delivery and the goals of the City Council without utilizing tax dollars or taking away funds from other projects. The grant services consultant will be working on grants that support qualifying government services according to the U.S. Treasury Rules and other existing rules and regulations governing the use of the funds.

A .2 General Project Requirements: The consultant will be responsible for assisting the Grant Programs department in searching for, writing, and applying for grants on an on-call per task order basis. The tasks are as follows: Task 1) grant research, Task 2) prepare an analysis and assessment of each viable grant opportunity, Task 3) coordination and collaboration with the City staff, Task 4): Grant writing and application submissions, and Task 5) project/grant management support and compliance.

A .3 Key Deliverables & Tasks: The tasks identified below shall conform to the City's approved branding, formatting, and case project processing.

**Task 1: Grant Research**

**Expectations:** The contractor will research and locate relevant grant opportunities or as requested by the City.

**Meeting(s):** The contractor will meet with designated staff once per month to discuss the current list of grant opportunities. These meetings can be virtual.

**Deliverables:**

a. Conduct thorough research to identify relevant grant opportunities in the areas of housing (including affordable and supportive housing), transportation, environmental initiatives, parks and recreation, and public safety.
b. Stay up to date with available funding sources, government programs, private foundations, and other potential grant providers.
c. Analyze each opportunity to determine its suitability, including the type of grant, funding availability, required match, timelines, and potential impacts to the community.

**Task 2: Grant Analysis and Assessment**

**Expectations:** The contractor will perform an analysis and provide an assessment of each potential grant opportunity.

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**Meeting(s):** None unless follow-up questions arise from City staff.

**Deliverables:** The main point of contact for the City of Carlsbad is the Director of Grant Programs, but all task orders are subject to final approval by the City Administrator, and/or his or her designee.

a. Provide detailed analyses for each potential grant opportunity, including a comprehensive overview of the grant requirements, eligibility criteria, and application process.
b. Assess the potential impacts of each grant on the community and determine their alignment with our organization's goals and objectives.
c. Work with the City's Grant Programs Department to obtain approval before the submission of grant proposals.

**Task 3: Coordination and Collaboration**

**Expectations:** The contractor shall coordinate and collaborate with assigned City staff prior to writing and applying for any grants.

**Meeting(s):**

a. The contractor shall meet with the assigned City staff to review funding opportunities on an ongoing basis. These meetings can be virtual.

**Deliverables:**

a. Collaborate with appropriate City staff and departments to ensure seamless coordination and integration of grant-related activities.
b. Write and apply for all grants approved by City staff.

**Task 4: Grant Writing**

**Expectations:** The contractor shall write and apply for all grants approved by City staff.

**Meeting(s):** None required, action taken in this task will be based on the ongoing meetings from task 3.

**Deliverables:**

a. Write and apply for all grants approved by City staff.
b. Maintain a master list of all grants applied for and the award status.
c. Be accountable for the development of grant proposals, ensuring they comply with all necessary regulations, guidelines, and documentation requirements.
d. Assist with scheduling de-briefs with the funding agencies.

**Task 5: Project Support and Compliance**

**Expectations:** The contractor will assist with grant management and compliance as requested by City staff.

**Meeting(s):** To be scheduled as needed.

**Deliverables:**

a. Prepare and develop any documentation that may be required by Uniform Guidance (Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R Part 200 establishes uniform administrative requirements, cost principles, and audit requirements for Federal awards to non-Federal entities).
b. Facilitate the contracting process with grant providers, including negotiation, review, and selection as needed.

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c. Ensure contract compliance by remaining in the know for all awarded grant opportunities.

A .4 Project Grant Management: The Consultant shall prepare and submit to the City for approval a grant management/risk plan that: specifies a schedule of work; details the roles and responsibilities of the Consultant and subcontractors; identifies work tasks, milestones, and review/comment milestones; and a public outreach plan. The consultant will participate in meetings at least once a month with the City's Project Manager and meetings with specific City Departments, key stakeholders, and outside agencies, as necessary. The consultant will coordinate with City staff on the meeting agendas and keep meeting notes. The consultant will promptly respond to City requests (both routine and emergency).

A .5 Final Documents – Final documents shall be submitted electronically to Angie Barrios-Testa, at abtesta@cityofcarlsbadnm.com

B. The City through its authorized officials and administrators, in their sole discretion, shall determine what work, if any, is assigned to the Contractor. The Mayor and City Administrator or their respective designees shall be the City's contact person for communication with the Contractor, and shall be authorized to grant services from Contractor and authorize Contractor to take action on behalf of City. Only when necessary and when taking action on behalf of the collective governing body of the City, prior approval of the City Council should be obtained.

C. Contractor's services shall be performed in a manner consistent with professional standards existing in the State of New Mexico and Code of Professional Responsibility as adopted by the New Mexico Supreme Court.

D. The City or its contact persons, may identify the Contractor when the City desires to have particular services performed, and Contractor shall comply with such designation whenever it deems it practicable. However, the final decision on assignment of grant services shall be made by the City.

2. Compensation. City shall pay Contractor for all services under this Agreement an amount not to exceed One Hundred and Twenty Thousand and 00/100 Dollars ($120,000) per year, exclusive of New Mexico gross receipts tax (GRT), at hourly and expense reimbursement rates set out in detail as follows:

    1. Hourly Rate: "Exhibit A"

    2. Costs: all necessary and actual costs such as copies, filing fees, conference fees, and overnight travel expenses as approved by the City.

The Contractor, after providing services, shall invoice City by delivering an itemized invoice for services delivered by date, description, and time to the City Administrator at the address described below. Within 15 days of receipt of an invoice, the Administrator shall either certify the invoice to the City Finance Department for payment or notify Contractor of any defect in the invoice or the work. Within 30 days of receipt of certification for payment the Finance Department shall tender payment to Contractor. If payment is by mail, the date of tender shall be the postmark dated

3. Appropriations. This Agreement is contingent upon there being sufficient funds available for City to appropriate funds to make payments pursuant to this Agreement. City shall be the sole and final determiner, in its sole discretion, of whether sufficient funds are available.

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4. **Term. This renewal of the Agreement shall be effective from April 1, 2026, through April 1, 2027, unless terminated or extended pursuant to its term and can be renewed for up to two (2) more years for (12) twelve-month periods upon agreement between both parties.**

5. Renewal. City shall have the right, but not the obligation, to renew this Agreement if necessary, on the same terms and conditions, including compensation, as exist for the current term and provide Contractor with notice of renewal prior to the end of the current term or any subsequent term.

6. Termination. The Parties may terminate the Agreement with or without cause at any time in their sole discretion by giving written notice to the other party of termination, which shall occur no less than 30 calendar days after the date of notice and shall specify the effective date thereof. Termination shall be by written notice that shall be hand delivered or mailed (certified mail, return receipt requested). If notice is by mail, the effective date of notice will be deemed to be three (3) calendar days from the date of the postmark. If notice is hand delivered, notice of termination is effective as of the time of delivery to the Contractor or Contractor's place of business, or to the City Attorney. In no event shall termination nullify obligations of either party incurred prior to the effective date of termination.

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   *Contractor's liability for any and all claims arising out of or in connection with the agreement or the services hall not exceed, in the aggregate, two times the fees actually paid by the City to the Contractor within the twelve (12) months preceding the event giving rise to the claim under this agreement. Such limitation of liability shall apply even if the liability asserted is based on negligence (whether active, passive, sole, concurrent, or gross), breach of duty (whether statutory, contractual, or otherwise) or any other fault of the Contractor or any other person or entity, and regardless of whether the claim is based in contract, tort, strict liability or otherwise; provided, however, for the avoidance of doubt, that such limitation of liability shall not apply if the liability asserted is based on fraud or willful misconduct.*

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        i. Terminate this Agreement as provided in section 6 herein; or
        ii. Provide written notice of the default or breach including a period of time in which to cure the default or breach. Upon failure of the defaulting party to cure, the non-defaulting party may pursue such judicial remedies at law or in equity as may be available.

    B. The failure of a party to pursue any remedy provided for in this section shall not be considered as the ratification of or acquiescence by a party of the other party's default or breach. The remedies in this section are intended to be cumulative. None shall be in lieu of any other. A party may pursue none, one, all or any combination of the remedies provided for in this section.

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29. Illegal Acts. Pursuant to Sec. 13-1-191, N.M.S.A. 1978 (as amended), it shall be unlawful for any Contractor to engage in bribery, offer gratuities with the intent to solicit business, or offer or accept kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited. Contractor warrants and represents that it has not engaged in and will not engage in such activity.

30. Release. Contractor agrees that, upon final payment of the amount due under this Agreement, Contractor releases City from all liability, claims and/or obligations whatsoever arising from the

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subject matter of this Agreement, whether based in contract, tort, statute, other category of law or in equity.

31. Contact Information for Parties. The contact information for the parties to this Agreement is as set out in this paragraph. Unless such information is changed in writing, all notices or other communication pursuant to this Contract shall be through the contact information in this paragraph.

City of Carlsbad:
Richard D. Lopez, Mayor
101 N. Halagueno St.
Carlsbad, NM 88221
(575) 887-1191
mayor.office@cityofcarslbadnm.com

Witt O'Brien's, LLC
Director of Contracts & Compliance
818 Town and Country Blvd. Suite 200
Houston, TX 77024
(602) 377-7960
contractrequests@wittobriens.com
with a copy to: cjoiner@wittobriens.com

32. Authority. The individuals signing below on behalf of the parties hereby warrant and represent that they have full legal authority to bind the parties to this Agreement and have taken whatever steps are required by law and their governing documents to do so. Electronically duplicated signatures shall be permitted and if used, shall be binding. This Agreement may be signed in duplicate originals bearing the signatures of fewer than all parties if all parties have signed at least one duplicate original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Cheryl Joiner

_____
Richard D. Lopez, Mayor
City of Carlsbad

_____
Cheryl Joiner, Director Contracts & Compliance
Witt O'Brien's, LLC

Attest:

_____
Nadine Mireles, City Clerk

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# B. COST PROPOSAL

## B.1 PROPOSAL

| Summary Total Hours | Hours | Price |
|---|---|---|
| Non-Grant Writing Tasks | 261 | $32,850.00 |
| Grant Writing Tasks | 706 | $87,150.00 |
| **Total** | **967** | **$120,000.00** |

The hours provided are estimates.

Non grant writing tasks are any tasks that are not included under Task 4 in the Scope of Services.

All meetings stated in our proposal response are virtual. Therefore, no mileage or travel will be incurred by us.

| Labor Category | Hourly Rate |
|---|---|
| Management Consultant III | $150.00 |
| Management Consultant II | $120.00 |

## B.2 DETAILED COST BREAKDOWN

| Task | Labor Category | Hours | Pricing |
|---|---|---|---|
| **Task 1: Grant Research** | **Estimated Hours** | **45** | **$5,850.00** |
| | Management Consultant III | 15 | $2,250.00 |
| | Management Consultant II | 30 | $3,600.00 |
| **Task 2: Grant Analysis and Assessment** | **Estimated Hours** | **72** | **$9,000.00** |
| | Management Consultant III | 12 | $1,800.00 |
| | Management Consultant II | 60 | $7,200.00 |
| **Task 3: Coordination and Collaboration** | **Estimated Hours** | **72** | **$9,000.00** |
| | Management Consultant III | 12 | $1,800.00 |
| | Management Consultant II | 60 | $7,200.00 |
| **Task 4: Grant Writing** | **Estimated Hours** | **706** | **$87,150.00** |
| | Management Consultant III | 81 | $12,150.00 |
| | Management Consultant II | 625 | $75,000.00 |
| **Task 5: Project Support and Compliance** | **Estimated Hours** | **72** | **$9,000.00** |
| | Management Consultant III | 12 | $1,800.00 |
| | Management Consultant II | 60 | $7,200.00 |
| **Total Pricing** | | **967** | **$120,000.00** |

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## B.3 PREMIUM COST

We are committed to fairness and transparency in our pricing. Regardless of a project's turnaround time, the rates provided will not change. Our goal is to deliver quality results promptly without compromising on value.

## B.4 PROPOSED PAYMENT SCHEDULE

We will invoice on a monthly cadence and apply a 15% retainage to be paid once the grant application is completed. If all work is completed within the month for a given task order, we will invoice 100%. Ongoing research and grant management will be handled on an agreed-upon schedule during the agreement process.

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

Council Meeting Date: April 14, 2026

| **DEPARTMENT**: Grants | **BY**: Angie Barrios-Testa | **DATE**: 03/24/2026 |
|---|---|---|

**SUBJECT**:
Consider Approval of Second Renewal of Agreement between the City of Carlsbad and CPRA Strategies for On-Call Grant Management Services

**BACKGROUND, ANALYSIS AND IMPACT**: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)
On April 23, 2024, the City Council approved on-call grant management and consulting services for three top-qualified vendors, as a result of Request for Proposal (RFP) 2024-03. The contracts with the three vendors have been in effect since April 23, 2024, and can be renewed for up to 3 years. CPRA Strategies is one of the vendors approved under RFP 2024-03.

The staff is pleased with CPRA Strategies' performance for the first year and recommends approval of the Second Renewal. CPRA Strategies has agreed to renew and keep the same terms and conditions for a time extension through April 1, 2027. The agreement will be effective April 1, 2026, as this was the date of the last renewal.

**DEPARTMENT RECOMMENDATION**:
If it is the will of the City Council, consider approving the enclosed agreement between the City of Carlsbad and CPRA Strategies for on-call grant management and consulting services, and designate the Mayor's signature authority on the Second Renewal of this agreement and any related documents.

**BOARD/COMMISSION/COMMITTEE ACTION**:
-

**Reviewed by**:

| City Manager: Wendy D Austin | Date: 4-9-2026 |
|---|---|

**Attachments**:
1. Renewal 2_Grant Services - Professional Services Agreement _CPRA Strategies

# CITY OF CARLSBAD
# SECOND RENEWAL OF
# PROFESSIONAL SERVICES AGREEMENT

**This second renewal extends the time for an additional one-year term upon the same terms and conditions as the original agreement between the parties on April 23, 2024. The original agreement was entered into** by and between the City of Carlsbad, a municipal corporation and political subdivision of the State of New Mexico (hereinafter "City"), and **CPRA Strategies**, (hereinafter "Contractor"). For good and valuable consideration and in consideration of the provisions set forth below, the parties agree as follows.

1. Scope of Work

A .1 Project Goal - The City seeks to increase its awareness of grant opportunities and to apply for grants that address documented City needs associated with service delivery and the goals of the City Council without utilizing tax dollars or taking away funds from other projects. The grant services consultant will be working on grants that support qualifying government services according to the U.S. Treasury Rules and other existing rules and regulations governing the use of the funds.

A .2 General Project Requirements: The consultant will be responsible for assisting the Grant Programs department in searching for, writing, and applying for grants on an on-call per task order basis. The tasks are as follows: Task 1) grant research, Task 2) prepare an analysis and assessment of each viable grant opportunity, Task 3) coordination and collaboration with the City staff, Task 4): Grant writing and application submissions, and Task 5) project/grant management support and compliance.

A .3 Key Deliverables & Tasks: The tasks identified below shall conform to the City's approved branding, formatting, and case project processing.

**Task 1: Grant Research**

**Expectations:** The contractor will research and locate relevant grant opportunities or as requested by the City.

**Meeting(s):** The contractor will meet with designated staff once per month to discuss the current list of grant opportunities. These meetings can be virtual.

**Deliverables:**

a. Conduct thorough research to identify relevant grant opportunities in the areas of housing (including affordable and supportive housing), transportation, environmental initiatives, parks and recreation, and public safety.
b. Stay up to date with available funding sources, government programs, private foundations, and other potential grant providers.
c. Analyze each opportunity to determine its suitability, including the type of grant, funding availability, required match, timelines, and potential impacts to the community.

**Task 2: Grant Analysis and Assessment**

**Expectations:** The contractor will perform an analysis and provide an assessment of each potential grant opportunity.

**Meeting(s):** None unless follow-up questions arise from City staff.

**Deliverables:** The main point of contact for the City of Carlsbad is the Director of Grant Programs, but all task orders are subject to final approval by the City Administrator, and/or his or her designee.

a. Provide detailed analyses for each potential grant opportunity, including a comprehensive overview of the grant requirements, eligibility criteria, and application process.
b. Assess the potential impacts of each grant on the community and determine their alignment with our organization's goals and objectives.
c. Work with the City's Grant Programs Department to obtain approval before the submission of grant proposals.

**Task 3: Coordination and Collaboration**

**Expectations:** The contractor shall coordinate and collaborate with assigned City staff prior to writing and applying for any grants.

**Meeting(s):**

a. The contractor shall meet with the assigned City staff to review funding opportunities on an ongoing basis. These meetings can be virtual.

**Deliverables:**

a. Collaborate with appropriate City staff and departments to ensure seamless coordination and integration of grant-related activities.
b. Write and apply for all grants approved by City staff.

**Task 4: Grant Writing**

**Expectations:** The contractor shall write and apply for all grants approved by City staff.

**Meeting(s):** None required, action taken in this task will be based on the ongoing meetings from task 3.

**Deliverables:**

a. Write and apply for all grants approved by City staff.
b. Maintain a master list of all grants applied for and the award status.
c. Be accountable for the development of grant proposals, ensuring they comply with all necessary regulations, guidelines, and documentation requirements.
d. Assist with scheduling de-briefs with the funding agencies.

**Task 5: Project Support and Compliance**

**Expectations:** The contractor will assist with grant management and compliance as requested by City staff.

**Meeting(s):** To be scheduled as needed.

**Deliverables:**

a. Prepare and develop any documentation that may be required by Uniform Guidance (Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R Part 200 establishes uniform administrative requirements, cost principles, and audit requirements for Federal awards to non-Federal entities).
b. Facilitate the contracting process with grant providers, including negotiation, review, and selection as needed.

c. Ensure contract compliance by remaining in the know for all awarded grant opportunities.

A .4 Project Grant Management: The Consultant shall prepare and submit to the City for approval a grant management/risk plan that: specifies a schedule of work; details the roles and responsibilities of the Consultant and subcontractors; identifies work tasks, milestones, and review/comment milestones; and a public outreach plan. The consultant will participate in meetings at least once a month with the City's Project Manager and meetings with specific City Departments, key stakeholders, and outside agencies, as necessary. The consultant will coordinate with City staff on the meeting agendas and keep meeting notes. The consultant will promptly respond to City requests (both routine and emergency).

A .5 Final Documents – Final documents shall be submitted electronically to Angie Barrios-Testa, at abtesta@cityofcarlsbadnm.com

B. The City through its authorized officials and administrators, in their sole discretion, shall determine what work, if any, is assigned to the Contractor. The Mayor and City Administrator or their respective designees shall be the City's contact person for communication with the Contractor, and shall be authorized to grant services from Contractor and authorize Contractor to take action on behalf of City. Only when necessary and when taking action on behalf of the collective governing body of the City, prior approval of the City Council should be obtained.

C. Contractor's services shall be performed in a manner consistent with professional standards existing in the State of New Mexico and Code of Professional Responsibility as adopted by the New Mexico Supreme Court.

D. The City or its contact persons, may identify the Contractor when the City desires to have particular services performed, and Contractor shall comply with such designation whenever it deems it practicable. However, the final decision on assignment of grant services shall be made by the City.

2. Compensation. City shall pay Contractor for all services under this Agreement an amount not to exceed One Hundred and Twenty Thousand and 00/100 Dollars ($120,000) per year, exclusive of New Mexico gross receipts tax (GRT), at hourly and expense reimbursement rates set out in detail as follows:

    1. Hourly Rate: "Exhibit A"

    2. Costs: all necessary and actual costs such as copies, filing fees, conference fees, and overnight travel expenses as approved by the City.

    The Contractor, after providing services, shall invoice City by delivering an itemized invoice for services delivered by date, description, and time to the City Administrator at the address described below. Within 15 days of receipt of an invoice, the Administrator shall either certify the invoice to the City Finance Department for payment or notify Contractor of any defect in the invoice or the work. Within 30 days of receipt of certification for payment the Finance Department shall tender payment to Contractor. If payment is by mail, the date of tender shall be the postmark dated

3. Appropriations. This Agreement is contingent upon there being sufficient funds available for City to appropriate funds to make payments pursuant to this Agreement. City shall be the sole and final determiner, in its sole discretion, of whether sufficient funds are available.

4. **Term. This renewal of the Agreement shall be effective from April 1, 2026, through April 1, 2027, unless terminated or extended pursuant to its term and can be renewed for up to two (2) more years for (12) twelve-month periods upon agreement between both parties.**

5. Renewal. City shall have the right, but not the obligation, to renew this Agreement if necessary, on the same terms and conditions, including compensation, as exist for the current term and provide Contractor with notice of renewal prior to the end of the current term or any subsequent term.

6. Termination. The Parties may terminate the Agreement with or without cause at any time in their sole discretion by giving written notice to the other party of termination, which shall occur no less than 30 calendar days after the date of notice and shall specify the effective date thereof. Termination shall be by written notice that shall be hand delivered or mailed (certified mail, return receipt requested). If notice is by mail, the effective date of notice will be deemed to be three (3) calendar days from the date of the postmark. If notice is hand delivered, notice of termination is effective as of the time of delivery to the Contractor or Contractor's place of business, or to the City Attorney. In no event shall termination nullify obligations of either party incurred prior to the effective date of termination.

7. Indemnification. Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold City and City's employees, agents and representatives harmless from damages and losses arising from the acts or omissions of Contractor pursuant to the subject matter of this Agreement, whether such damages are based in tort, contract, statute, any other category of law or in equity.

   *Consequential Damages Waiver: Each party expressly waives and releases the other part and its subcontractors from, and against, any and all punitive, indirect, special, exemplary, and consequential damages of any kind, including without limitation, lost profits or loss of use, regardless of the cause or legal theory of recovery, including negligence, gross negligence or willful misconduct of the parting being released.*

8. Required Insurance. Contractor shall maintain liability insurance in an amount at least equal to the damage limits set forth by the New Mexico Tort Claims Act, Sec. 41-4-19, N.M.S.A. 1978 (as amended). Contractor shall maintain employee's liability and workmen's compensation insurance as required by law. Contractor shall provide the City with a Certificate of Insurance establishing to the City's satisfaction that all required insurance is in effect for the term of this contract before commencing work.

9. Limitation of Liability. City's liability to Contractor for any matter relating to the subject matter of this Agreement shall be limited to the compensation provided for herein. There shall be no liability for compensation that has not yet been earned pursuant to the terms of this Agreement.

   *Contractor's liability for any and all claims arising out of or in connection with the agreement or the services hall not exceed, in the aggregate, two times the fees actually paid by the City to the Contractor within the twelve (12) months preceding the event giving rise to the claim under this agreement. Such limitation of liability shall apply even if the liability asserted is based on negligence (whether active, passive, sole, concurrent, or gross), breach of duty (whether statutory, contractual, or otherwise) or any other fault of the Contractor or any other person or entity, and regardless of whether the claim is based in contract, tort, strict liability or otherwise; provided, however, for the avoidance of doubt, that such limitation of liability shall not apply if the liability asserted is based on fraud or willful misconduct.*

10. Required Licenses and Permits. Contractor, its employees and its independent contractors shall have all licenses required by law to perform any act in connection with this Agreement. Contractor is responsible for obtaining all necessary permits necessary to complete this project.

11. Work Product. All work and work product produced under this Agreement shall be and remain the exclusive property of City and Contractor shall not use, sell, disclose or otherwise make available to anyone (individual, corporation, legal entity or organization), other than City, any such work or work product or copies thereof.

12. Ethical Considerations. Contractor shall abide by the Code of Professional Responsibilities and/or applicable Canons of Ethics prescribed for Contractor's profession. Failure of any owner, partner, or major employee employed by Contractor to remain in good standing may, at the discretion of City, be considered a breach of the Agreement.

13. Confidentiality. Any information learned, given to, or developed by Contractor in the performance of this Agreement shall be kept confidential and shall not be made available or otherwise released to anyone (individual, corporation, legal entity or organization) without the prior written approval of the City.

14. Status of Contractor. Contractor acknowledges that Contractor is an independent contractor and as such neither Contractor, Contractor's employees, independent contractors, agents nor representatives shall be considered employees or agents of City nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, or any other benefits provided to City employees.

15. Non-Agency. Contractor agrees not to purport to bind City to any obligation not assumed herein by City, unless Contractor has express written approval and then only within the limits of that express authority.

16. Worker's Compensation. Contractor acknowledges that neither Contractor, Contractor's employees, independent contractors, agents nor representatives shall have any claim whatsoever to worker's compensation coverage under City's policy.

17. Taxes. City acknowledges that Contractor, and Contractor alone, shall be liable to the state and federal government(s) and/or their agencies for income and self-employment taxes required by law and that City shall have no liability for payment of such taxes or amounts.

18. Records and Audit. Contractor shall keep, maintain and make available, to City, all records, invoices, bills, etc. related to performance of this Agreement for a period of no less than three (3) years after the date of final payment. If federal grant funds are used to pay under this Agreement, Contractor shall retain all records for the period of time under which OMB Circular 102-A shall apply. Said records shall be available for inspection, audit and/or copying by City or its authorized representative or agent, including federal and/or state auditors.

19. Conflict of Interest and Governmental Conduct Act. Contractor warrants that Contractor presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest, which would conflict with Contractor's performance of services under this Agreement. Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, public employee or former public employee have been followed. If any potential conflict of interest arises the Contractor shall timely notify the City and follow its duties of professional responsibility to resolve such potential conflict with the City.

20. Non-Discrimination. Contractor agrees that Contractor, Contractor's employees, independent contractors, agents and representatives shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.

21. Assignment and Subcontracting. Contractor shall not assign, transfer or subcontract any interest in this Agreement or attempt to assign, transfer or subcontract any claims for money due under this Agreement without the prior written approval of City.

22. Remedies for Default or Breach. The following remedies are available for default or breach of the provisions of this Agreement by either party.

    A. Upon a determination by either party that the other party is in default or breach of this Agreement, the non-defaulting party may:
        i. Terminate this Agreement as provided in section 6 herein; or
        ii. Provide written notice of the default or breach including a period of time in which to cure the default or breach. Upon failure of the defaulting party to cure, the non-defaulting party may pursue such judicial remedies at law or in equity as may be available.

    B. The failure of a party to pursue any remedy provided for in this section shall not be considered as the ratification of or acquiescence by a party of the other party's default or breach. The remedies in this section are intended to be cumulative. None shall be in lieu of any other. A party may pursue none, one, all or any combination of the remedies provided for in this section.

23. Severability. In the event that a court of competent jurisdiction rules that any provision of this Agreement is invalid, all other provisions shall remain in full force and effect that are not inconsistent with the court's ruling.

24. Sole Agreement. This Agreement including all exhibits whether attached hereto or incorporated herein by reference, incorporates all of the agreements and understandings between the parties and is the sole agreement between the parties. No other prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this Agreement.

25. Survival. All terms of this Agreement that as a practical matter would require actions by either party after the expiration, termination or voiding of this Agreement to effectuate those terms, shall survive such expiration, termination or voiding.

26. Amendment. This Agreement shall not be altered, changed, modified or amended except by instrument, in writing, executed by all parties.

27. Applicable Law. This Agreement shall be governed by the Laws of the State of New Mexico.

28. Jurisdiction and Venue. Any legal proceeding arising out of the subject matter of this Agreement, whether based in contract, tort, statute, other category of law or in equity, shall be brought before the Fifth Judicial District Court, Eddy County, State of New Mexico.

29. Illegal Acts. Pursuant to Sec. 13-1-191, N.M.S.A. 1978 (as amended), it shall be unlawful for any Contractor to engage in bribery, offer gratuities with the intent to solicit business, or offer or accept kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited. Contractor warrants and represents that it has not engaged in and will not engage in such activity.

30. Release. Contractor agrees that, upon final payment of the amount due under this Agreement, Contractor releases City from all liability, claims and/or obligations whatsoever arising from the

subject matter of this Agreement, whether based in contract, tort, statute, other category of law or in equity.

31. Contact Information for Parties. The contact information for the parties to this Agreement is as set out in this paragraph. Unless such information is changed in writing, all notices or other communication pursuant to this Contract shall be through the contact information in this paragraph.

City of Carlsbad:
Richard D. Lopez, Mayor
101 N. Halagueno St.
Carlsbad, NM 88221
(575) 887-1191
mayor.office@cityofcarslbadnm.com

CPRA Strategies
Ashley T. Martinez, Managing Principal & Founder
CPRA Strategies LLC
600 W. Broadway, Suite 700
San Diego, CA 92101
ashley@cprastrategies.com

32. Authority. The individuals signing below on behalf of the parties hereby warrant and represent that they have full legal authority to bind the parties to this Agreement and have taken whatever steps are required by law and their governing documents to do so. Electronically duplicated signatures shall be permitted and if used, shall be binding. This Agreement may be signed in duplicate originals bearing the signatures of fewer than all parties if all parties have signed at least one duplicate original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

_____
Richard D. Lopez, Mayor
City of Carlsbad

_____
Ashley T. Martinez, Managing Principal & Founder
CPRA Strategies LLC

Attest:

_____
Nadine Mireles, City Clerk

CPRA | Grant Writing Procurement Consulting

# B. Cost Proposal

CPRA believes in offering maximum flexibility to our clients and is committed to being good stewards of the City's financial resources. As a measure of good faith, CPRA offers a discounted blended rate of $150 per hour. In addition, there will be no mark-ups on subcontractor services, and all out-of-pocket expenses will be passed along to the City with no mark-ups. We agree to lock in this blended rate for the City's proposed contract term.

## Proposed Team Member Hourly Rates

For all activities proposed by CPRA, the City will be billed at the following discounted rates:

| Team Member | Title | Role | Listed Hourly Rate | Blended Rate for City |
|---|---|---|---|---|
| Ashley T. Martinez | Managing Principal | Oversight & QA/QC, Assistant Grant Writer | $205 | **$150** |
| Barbarah Torres | Principal | Project Manager, Lead Grant Writer | $175 | **$150** |
| Lydia Sunberg | Grants Coordinator | Research & Writing Assistance | $105 | **$150** |

## Premium Cost

For grant applications due in less than three weeks of initiative, the task order, and or having extensive research or report requirements associated with the application, CPRA bills at the Listed Hourly Rate identified in the above chart.

## Anticipated Reimbursable Expenses and Rates

- If travel is necessary, travel, lodging, and incidental costs will be reimbursed at cost without markup to stay within the government-recommended limits for these costs.
- In the event travel by motor vehicle is necessary, mileage for travel will be reimbursed at the current IRS rate for mileage.
- Printing or shipping charges will be reimbursed at cost without markup.

## Proposed Payment Schedule

CPRA provides a detailed invoice on or around the 25th day of the month. Payments are due Net 30 upon receipt and approval by City staff.

# Not-to-Exceed Fee for Proposed Scope of Work

## Task 1: Obtain Discovery and Direction

| | | | |
|---|---|---|---|
| One time: | 16 hours | @ $150 hour = | $2,400 |
| Monthly: | 6 hours | @ $150 hour = | $900 |

## Task 2: Project Management and Administration

| | | | |
|---|---|---|---|
| One time: | 2 hours | @ $150 hour = | $300 |
| Monthly: | 5.5 hours | @ $150 hour = | $825 |

## Task 3: Conduct Grant Research and Identification

| | | | |
|---|---|---|---|
| One time: | 66 hours | @ $150 hour = | $9,900 |
| Monthly: | 4 hours | @ $150 hour = | $600 |

## Task 4: Prepare and Submit Grant Applications

| | | | |
|---|---|---|---|
| One time: | TBD | @ $150 hour = | TBD |

| Projected Not-to-Exceed Cost for One-Year Contract | | | |
|---|---|---|---|
| Costs | Quantity | Rate | Amount |
| Estimated One-Time Cost (Known) | 1 | $12,600 | $12,600 |
| Grant Applications (Assuming 4) | 4 | $7,500 | $30,000 |
| Monthly Costs | 12 | $2,325 | $27,900 |
| Reimbursable Expense | 1 | $2,000 | $2,000 |
| | | **TOTAL** | **$72,500** |

** The not-to-exceed cost assumes four (4) grants per year. Simple applications, developing application draft responses/narrative, average $5,500, and complex applications average $10,000. We used an average of $7,500 for calculation purposes. CPRA is open to negotiating the proposed Scope of Work by CPRA with the City staff.*

**CPRA recommends the City Council adopt a Not-to-Exceed Budget of $75,000.**

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

Council Meeting Date: April 14, 2026

| **DEPARTMENT**: Fire | **BY**: Tony Souza | **DATE**: 04/01/2026 |
|---|---|---|

**SUBJECT**:
Consider Approval of Renewal Agreement between the City of Carlsbad and EMSRx, LLC, for Medical Direction Services for the Carlsbad Fire Department and Carlsbad Police Department

**BACKGROUND, ANALYSIS AND IMPACT**: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)
The Carlsbad Fire Department and Carlsbad Police Department would like to extend the contract with EMSRx as our medical direction service provider. Medical direction is required for all emergency medical services (EMS) agencies and all emergency medical dispatch services within the State of NM. We awarded the medical direction contract to EMSRx in 2016, and have continued to renew the contract annually since, with complete satisfaction of contractual obligations during each contract term.

The contract has been agreed to by both CFD and CPD, as well as EMSRx. There were no changes to the terms of the previous contract other than an extension of the dates. The contract extension request letter and contract are attached. The extension shall be for one year beginning May 1, 2026, and ending April 30, 2027, and shall cost $24,000.00 in total for the period of the contract.

**DEPARTMENT RECOMMENDATION**:
The Fire Department and Police Department recommend approval of a renewal of the contract to provide medical direction services from EMSRx, LLC.

**BOARD/COMMISSION/COMMITTEE ACTION**:
-

**Reviewed by**:

| City Manager: Wendy D Austin | Date: April 9, 2026 |
|---|---|

**Attachments**:
1. EMSRx - Medical Direction Contract Extension Request Letter, 3-31-2026
2. EMSRx - Medical Direction Contract, May 2026 - April 2027

# CARLSBAD FIRE DEPARTMENT

# MEMORANDUM

Richard D Lopez, Mayor  Wendy Austin, City Administrator  Tony Souza, Fire Chief

**DATE:** March 31, 2026

**TO:** Ken Davis, CEO, EMSRx
Charlie Nolan, COO, EMSRx

**FROM:** Burke Headrick, EMS Division Chief, Carlsbad Fire Dept

**SUBJECT:** Medical Direction Contract Renewal

In consideration of the provisions of contract renewal found in Section 5 of the Professional Services Agreement between the City of Carlsbad and EMSRX for the latter entity to provide medical direction services to the Carlsbad Fire Department and Carlsbad Police Department, the City of Carlsbad requests that the Agreement be renewed for another year, beginning May 1, 2026 and ending on April 30, 2027, at which time an additional renewal may be considered.

If you agree to the renewal of the Agreement as stated above, please have an authorized member of your organization sign and return this document and the accompanying copy of the new contract to EMS Division Chief Burke Headrick. Once received, the agreement will be reviewed and approved as necessary by the City of Carlsbad. Please keep a copy of this document for your records.

Let me know if you have any questions or concerns, or if you require any additional information.

Regards,

Burke Headrick
EMS Division Chief
City of Carlsbad Fire Department

**FOR EMSRx:**

| Charles R. Nolen COO | Charles R. Nolen | 04/01/26 |
|---|---|---|
| Print Name & Title | Signature | Date |

# PROFESSIONAL SERVICES AGREEMENT WITH EMSRx, LLC FOR THE PROVISION OF MEDICAL DIRECTOR SERVICES FOR THE CARLSBAD FIRE DEPARTMENT AND CARLSBAD POLICE DEPARTMENT

This Agreement is entered into at Carlsbad, New Mexico, this 30th day of April, 2026, by and between the **City of Carlsbad, New Mexico**, a municipal corporation, hereinafter referred to as "**City**" and **EMSRx, LLC**, an Arizona limited liability company, hereinafter referred to as "**EMSRx**".

WHEREAS, it is necessary for the City to retain a licensed physician as Medical Director for the Carlsbad Fire Department's Emergency Medical Services, hereinafter referred to as "EMS"; and

WHEREAS, it is necessary for the City to retain a licensed physician as Medical Director for the Carlsbad Police Department's Emergency Medical Dispatch, hereinafter referred to as "EMD"; and

WHEREAS, the City purchasing policy grants provision to secure the professional services of any organization as needed in the conduct of City business; and WHEREAS, EMSRx is an Arizona limited liability company providing emergency medical services quality management, medical direction, and education services, and

WHEREAS, after reviewing the past arrangement between the City and EMSRx, is has been determined to be in the best interest of the EMS and EMD services provided by the City that such arrangement be continued;

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

**1. Employee(s).** "Employee" shall mean an employee of or volunteer for the City of Carlsbad Fire Department's Emergency Medical Services and/or an employee of the City of Carlsbad Police Department.

**2. Scope of Work.** EMSRx shall provide the City with full Medical Director services for the City's Fire and Police Departments, as such services are defined by 7.27.3.9 N.M.A.C. and by all other applicable laws, rules, and regulations, as such laws, rules, and regulations maybe amended or replaced. Such services shall include, but not be limited to:

**A. Administrative and System Oversight Responsibilities.** EMSRx shall:

i. Advise the EMS Division Chief on all elements of the EMS program regarding medical appropriateness and to assure that quality medical services are being provided;

ii. Approve the level of pre-hospital care which may be rendered by each EMS Employee while working in his or her capacity for the City of Carlsbad;

iii. Regardless of an EMS Employee's level of state certification or licensure, approve the level that each EMS Employee may function before that EMS Employee is permitted to perform pre-hospital care to the public;

iv. Assist in establishing and monitoring field performance standards for EMS Employees;

v. Withdraw or restrict all or any of the medical control authorized to an Employee under EMSRx's medical direction in the following manner:

> EMSRx shall cooperate with the City and the New Mexico EMS Bureau and the New Mexico Emergency Medical Services Licensing Commission, hereinafter referred to as the "Commission", in the investigation of any Employee, and, if referred by the EMS Bureau or the Commission to be handled locally, EMSRx may withdraw or restrict all or any of the medical control authorized to an Employee under EMSRx's medical direction.

vi. Conduct a quality assurance program including, but not limited to, medical audit, review, and critique of basic and advanced level EMS Employees;

vii. Conduct a quarterly review and on-site evaluation of EMS Employees and, at least once per year, ride an eight (8) hour shift with an EMS crew;

viii. Provide medical oversight for EMD to ensure that it meets or exceeds the requirements set forth by the EMS Bureau, EMS Region III, as such may be amended, and by all other applicable laws, rules, and regulations;

ix. Establish local medical standards for dispatch procedures to assure the appropriate EMS response units are dispatched to the medical emergency scene;

x. Ensure the seamless transition between the EMD program's protocols and policies and pre-arrival instructions and the EMS's protocols and policies;

xi. Listen to recordings of emergency calls for assistance on a monthly basis, in which EMD protocols were used or should have been used, and critique those calls, providing feed-back, either verbally or in writing, to the EMD Communications Commander;

xii. Hold quarterly quality assurance meetings and discuss telephone calls in which EMD pre-arrival instructions were given, and calls in which EMD pre-arrival instruction possibly should have been given, but were not; and

xiii. Assist in the development of local disaster and mass casualty plans.

**B. Protocol Development.** EMSRx shall assist in the development, implementation, and revision of written treatment protocols and standing orders governing pre-hospital care and medical aspects of patient triage, transport, transfer, dispatch, extrication, rescue, and radio telephone communication by EMS and EMD, including, but not limited to protocols under which EMS:

i. May not transport a patient when there has been an initial call for services;

ii. May transport a patient against the patient's will, in accordance with state law including appropriate forms and review process;

iii. May handle emergency treatment of a minor, particularly in cases where the minor patient refuses treatment or transport;

iv. Interacts with an intervening health care provider and/or volunteer med-rescue provider at the scene of an emergency;

v. May not begin or must continue life support measures for patients with "do not resuscitate" orders, hospice protocols, or other legally recognized advance directives; and

vi. May triage and transport trauma patients consistent with state patient triage criteria and transport protocols.

**C. Training Standards.** EMSRx shall assist in the establishment and monitoring of training standards of initial and continuing medical education and provide, as the City may request, educational sessions for EMS and EMD Employees.

**D. Medical Audit of Pre-Hospital Care.** EMSRx shall, in conjunction with the EMS Division Chief, plan, develop and implement a system for ongoing medical audit of pre-hospital patient care rendered by the EMS. This auditing system shall provide for, but not be limited to:

i. An organized method for internal collection of operational and patient care data, including access to both pre-hospital and outcome records to permit identification and resolution of problems affecting the quality of patient care; and

ii. A comprehensive mechanism for receipt, investigation, and resolution of medically related complaints about EMS and EMD.

**E. Medical Liaison Responsibilities.** EMSRx shall:

i. Function as the liaison between EMS and the local medical community, medical facilities, and regional/state EMS Medical Directors;

ii. As requested, be available to represent the medical aspects of EMS and EMD to local, regional, or state boards, and committees, as well as political subdivisions such as municipal governing bodies and the State Legislature; and

iii. Present any special skill applications to the EMS Bureau;

**F. Jump Kits.** EMSRx shall develop a program whereby authorized EMS Employees may possess and transport "Jump Kits", as "jump kits" are defined by applicable regulations. The program will include, but not be limited to:

i. Determinations about the specific types and quantities of dangerous drugs and controlled substances that shall be allowed in each Jump Kit;

ii. A determination of which Employees shall be authorized to maintain a Jump Kit;

iii. Create and maintain an inventory of all dangerous drugs and controlled substances issued to an authorized Employee for Jump Kits, including:

a. Name, strength, and amount of the dangerous drugs and controlled substances issued;

b. Date issued;

c. Name of person to whom the drugs were issued;

iv. Regularly review the overall jump kit system to assure compliance with New Mexico Public Regulatory Commission regulations as such are or may be adopted by the New Mexico Public Regulatory Commission.

**3. Consideration.**

**A. Compensation.** Prior to receiving any monies from the City, EMSRx shall submit a current IRS Form W9 to City's Finance Department. In consideration for the services rendered by EMSRx as enumerated herein, the City shall pay to EMSRx one thousand two hundred dollars for services for the Carlsbad Fire Department ($1,200/mo.); and eight hundred dollars for services for the Carlsbad Police Department ($800/mo.); for a total of two thousand dollars per month ($2,000.00/mo.);

**B. Invoice.** Payment by the City to EMSRx shall be made upon receipt of an invoice from EMSRx. EMSRx shall invoice the City at least quarterly but not more frequently than monthly. Each invoice shall be properly documented and supported by a report detailing the services provided by EMSRx, the time period covered by the invoice, and the amount invoiced. The City shall pay on a net thirty (30) basis.

**C. Taxes.** EMSRx is an independent contractor and is not employed by the City and therefore, EMSRx shall be responsible for the payments of any applicable taxes.

**4. Certifications.** EMSRx shall obtain and maintain at all times material to this agreement all licenses, permits and certifications required by the State of New Mexico and all other applicable laws, rules and regulations. This shall include, but not be limited to, obtaining and maintaining certification from the State of New Mexico as a Medical Director. EMSRx shall be responsible for all costs and expenses incurred in obtaining and maintaining all licenses, permits and certifications.

**5. Term and Termination.** This Agreement shall be effective for one (1) year beginning on May 1, 2026 and ending on April 30, 2027. This Agreement may be renewed annually at the same terms and conditions.

**6. Assignment.** EMSRx shall not assign or transfer any interest in this Agreement or sign any claims for money due or to become due under this Agreement, without the prior written approval of the City.

**7. Subcontracting.** EMSRx shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

**8. Release.** EMSRx, upon final payment of the amount due under this Agreement, release the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

**9. Confidentiality.** Unless otherwise required by law, any information obtained by, given to or divulged by EMSRx in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or entity by EMSRx except in compliance with all applicable laws, rules, procedures and ordinances and then only with the prior written approval of the City.

**10. HIPAA Compliance and Confidentiality.** In its capacity as Medical Director for the City, EMSRx may need to use or disclose Protected Health Information, as defined by HIPAA. EMSRx shall maintain patient confidentiality. EMSRx shall not disclose, or permit the disclosure of, any confidential information received as a result of this Agreement except as permitted by law. EMSRx agrees that:

**A. Safeguards.** EMSRx shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement or by law.

**B. Mitigation.** EMSRx shall mitigate, to the extent practicable, any harmful effect that is known to EMSRx of a use or disclosure of Protected Health Information by EMSRx in violation of the requirements of this Agreement or of law.

**C. Reporting.** EMSRx shall report to the City any use or disclosure of Protected Health Information not provided for by this Agreement of which EMSRx becomes aware.

**D. Agent Requirements.** EMSRx shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by EMSRx on behalf of the City agrees to the same restrictions and conditions that apply through this Agreement to EMSRx with respect to such information.

**E. Access.** EMSRx shall provide access, at the request of the City, to Protected Health Information in a Designated Record Set, to the City or, as directed by the City, to an individual in order to meet the requirements under 45 CFR Sec. 164.524, as it may be amended. Such access shall be provided no less than ten (1 0) days after the request is made.

**F. Amendments.** EMSRx shall make any amendment(s) to Protected Health Information in a Designated Record Set that the City directs or agrees to pursuant to 45 CFR Sec. 164.526, as it may be amended, at the request of the City or an individual. Such amendments shall be made within ten (1 0) days after the request is made.

**G. Internal Practices.** EMSRx shall make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by EMSRx on behalf of the City available to the City or to the Secretary of the Department of Health and Human Services, within ten (1 0) days of the request or as designated by the Secretary, for purposes of the Secretary determining EMSRx's compliance with HIPAA.

**H. Documentation of Disclosures.** EMSRx shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for

the City to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Sec. 164.528, as it may be amended.

**I. Provision of Information.** EMSRx shall provide to the City or an individual, within ten (10) days of the request, information collected in accordance with subsection 1 O(H), above, to permit the City to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Sec. 164.528.

**J. Termination.** Upon termination of this Agreement for any reason, EMSRx shall return or destroy all Protected Health Information received from the City, or created or received by EMSRx on behalf of the City. EMSRx shall retain no copies of the Protected Health Information. In the event that EMSRx determines that returning or destroying the Protected Health Information is infeasible, EMSRx shall provide to the City notification of the conditions that make return or destruction infeasible. In that event, EMSRx shall extend the protections of this Agreement for such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as EMSRx maintains the Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of any agent or subcontractor of EMSRx.

**11. Conflict of Interest.** EMSRx warrants that it presently has no interest and shall not acquire any interest that would conflict with the performance of services required under this Agreement. In the event of such a conflict, it will be brought to the attention of the City and appropriate action acceptable to the City shall be taken.

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

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

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

**13. Effect of Default.** In the event of default hereunder as set forth in this Agreement, the rights of the non-defaulting party shall be as follows:

**A. Cancel.** The non-defaulting party shall have the right to cancel and terminate this Agreement. On expiration of the time fixed in the notice, this Agreement and all rights, title, and interest of the defaulting party hereunder shall terminate in the same manner and with the same force and effect, except as to the defaulting party's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.

**B. Correction.** The non-defaulting party may elect, but shall not be obligated, to make any payment required of the defaulting party herein or comply with any agreement, term, or condition required hereby to be performed by the defaulting party; but any expenditure for correction by the non-defaulting party shall not be deemed to waive or release the default of the defaulting party or the right of the non-defaulting party to take any action as may be otherwise permissible or to seek other remedy under the law.

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

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

**16. Termination.** Either party may terminate this Agreement without cause by providing the other party with written notice of its intention to terminate this Agreement at least sixty (60) days prior to the termination date. By such termination, neither party may nullify obligations already incurred prior to the date of termination of the Agreement. However, neither party shall have any obligation to perform services or make payment for such services rendered after such date of termination.

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

**18. Amendment.** Neither this Agreement nor any provisions hereof may be altered, amended, changed, waived, modified, discharged or terminated except by mutual agreement of the parties as shown in a written instrument executed with the same formality as with this Agreement and then only to the extent set forth in such instrument.

**19. Product of Services; Copyright.** All materials developed or acquired by EMSRx under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing produced in whole or in part by EMSRx under this Agreement shall be subject to an application for copyright by or on behalf of EMSRx.

**20. Outside Employment.** Accept as limited by Paragraph 11, above, it is agreed and understood that EMSRx and its employees and subcontractors of EMSRx shall have the full power to continue any outside employment or business and to employ and discharge its officers, employees, associates or agents as it may find desirable and the City shall in no way interfere.

**21. Independent Contractor.** EMSRx, its officers, employees, and agents are independent contractors performing professional services for the City and are not employees of the City. EMSRx and its officers, employees, associate, and agents shall not accrue leave, retirement, insurance,

bonding, use of city vehicles, or any other benefits afforded to the employees of the City of Carlsbad as a result of this Agreement.

**22. Limits of Authority.** EMSRx agrees not to purport to bind the City to any obligation not assumed herein by the City unless given express authority to do so by the City and then only within the limits of that authority.

**23. Workers' Compensation.** EMSRx agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If EMSRx fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the City.

**24. Procurement Code Penalties.** 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.

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

If to City:
The City of Carlsbad
c/o City Administrator
P.O. Box 1569
Carlsbad, N M 88221-1569

If to EMSRx:
EMSRx, LLC
311 Hunter Pass
Waxahachie, TX 75165

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

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

**27. Arbitration.** Should any dispute arise between the parties in connection with the Agreement and if such dispute cannot be resolved by discussion between the parties, the parties agree to submit the unresolved dispute to binding arbitration in lieu of litigation.

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

IN WITNESS WHEREOF, the City and EMSRx have signed and executed this agreement as of the date first written above.

**CITY OF CARLSBAD:**

RICHARD D LOPEZ, MAYOR

ATTEST

CITY CLERK

**EMSRx, LLC:**

Charles R. Nolen

Charles R. Nolen, COO

STATE OF New Mexico )
)ss.
COUNTY OF Eddy )

The foregoing instrument was signed and acknowledged before me this 1st day of April, 2026 by Alysha Vasquez, in her capacity as a Notary Public.

My Commission Expires:
2/27/2028

NOTARY PUBLIC

STATE OF NEW MEXICO
NOTARY PUBLIC
ALYSHA VICTORIA VASQUEZ
COMMISSION# 1098343
EXPIRES: FEBRUARY 27, 2028

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

Council Meeting Date: April 14, 2026

| **DEPARTMENT**: Fire | **BY**: Tony Souza | **DATE**: 04/01/2026 |
|---|---|---|

**SUBJECT**:
Consider Approval of Renewal Agreement between the City of Carlsbad and ConsultRx, LLC, for Consultant Pharmacist Services for the Carlsbad Fire Department

**BACKGROUND, ANALYSIS AND IMPACT**: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)
The Carlsbad Fire Department would like to extend the contract with ConsultRx as our pharmacy consultation service provider. Pharmacy consultation is required for all emergency medical services (EMS) agencies within the State of NM in accordance with Federal and State law. We awarded the pharmacy consultation contract to ConsultRx in 2023, and have continued to renew the contract annually since, with complete satisfaction of contractual obligations during each contract term.

The contract has been agreed to by both CFD and ConsultRx. There were no changes to the terms of the previous contract other than an extension of the dates. The contract is attached. The extension shall be for one year beginning June 1, 2026 and ending May 31, 2027, and shall cost $1,600.00 in total for the period of the contract.

**DEPARTMENT RECOMMENDATION**:
The Fire Department recommends approval of a renewal of the contract to provide consultant pharmacist services by ConsultRX, LLC.

**BOARD/COMMISSION/COMMITTEE ACTION**:
-

**Reviewed by**:

| City Manager: Wendy D Austin | Date: April 9, 2026 |
|---|---|

**Attachments**:
1. ConsultRx - Consultant Pharmacist Contract Extension Request Letter, 3-31-2026
2. ConsultRx - Consultant Pharmacist Contract, June 2026 - May 2027

# CARLSBAD FIRE DEPARTMENT

# MEMORANDUM

Richard D Lopez, Mayor  Wendy Austin, City Administrator  Tony Souza, Fire Chief

**DATE:** March 31, 2026

**TO:** Danny Cross, ConsultRx

**FROM:** Burke Headrick, EMS Division Chief, Carlsbad Fire Dept

**SUBJECT:** Consultant Pharmacist Contract Renewal

In consideration of the provisions of contract renewal found in Section 4 of the Professional Services Agreement between the City of Carlsbad and ConsultRx for the latter entity to provide consultant pharmacist services to the Carlsbad Fire Department, the City of Carlsbad requests that the Agreement be renewed for another year, beginning June 1, 2026 and ending on May 31, 2027,at which time an additional renewal may be considered.

If you agree to the renewal of the Agreement as stated above, please have an authorized member of your organization sign and return this document and the accompanying copy of the new contract to EMS Division Chief Burke Headrick. Once received, the agreement will be reviewed and approved as necessary by the City of Carlsbad. Please keep a copy of this document for your records.

Let me know if you have any questions or concerns, or if you require any additional information.

Regards,

Burke Headrick
EMS Division Chief
City of Carlsbad Fire Department

**FOR ConsultRx:**

Danny Cross RPh
Print Name & Title

Signature

3-31-26
Date

# PROFESSIONAL SERVICES AGREEMENT WITH ConsultRx, LLC FOR THE PROVISION OF CONSULTANT PHARMACIST SERVICES FOR THE CARLSBAD FIRE DEPARTMENT

This Agreement is entered into at Carlsbad, New Mexico, this 30th day of May, 2026, by and between the **City of Carlsbad, New Mexico**, a municipal corporation, hereinafter referred to as "**City**" and **ConsultRx, LLC**, a New Mexico limited liability company, hereinafter referred to as "**ConsultRx**".

WHEREAS, it is necessary for the City to retain a license to purchase, store, transport, administer and dispose of certain pharmaceutical agents for the Carlsbad Fire Department's Emergency Medical Services, hereinafter referred to as "EMS"; and

WHEREAS, it is necessary for the City to retain a licensed pharmacist for the Carlsbad Fire Department's EMS in accordance with NM state law and regulations; and

WHEREAS, the City purchasing policy grants provision to secure the professional services of any organization as needed in the conduct of City business; and

WHEREAS, ConsultRx is a New Mexico limited liability company providing emergency medical services pharmacist consulting services;

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

1. **Scope of Work.** Any EMS licensed by the Board is required to have a consultant pharmacist as defined in NMAC19.4.11. ConsultRx shall provide the City with full Consultant Pharmacist services as defined by NMAC19.4.11 and by all other applicable laws rules, and regulations, as such laws, rules, and regulations may be amended or replaced. Such services shall include, but not limited to:

   A. **Consultant Pharmacist Responsibilities.** In addition, the consultant pharmacist shall:
      i. Do an on-site inspection every quarter (four times annually) or as required to ensure that all regulations and requirements regarding security, record keeping, drug delivery, drug storage, drug administration and drug disposal have been adhered to.
      ii. Ensure that all licenses and registrations are current and properly displayed.
      iii. Ensure that all personnel are properly trained and knowledgeable on all aspects of drug delivery and documentation.
      iv. Review all instances in which controlled substances were used and review all or a sample of instances in which other drugs were used at least every 90 days. Record of runs by run numbers will be attached to this document and updated every 90 days.

v. Report in writing any exception to the Medial Director and the EMS Division Chief.
vi. Make a written report to the Medical Director and EMS Chief, at least annually, on the EMS's drug handling practices, including corrective action taken on exception. This report shall be available for review by the Board on request.
vii. Review, revise and help develop CFD's EMS Pharmacy policies and procedures manual annually and as needed.

**2. Consideration.**

**A. Compensation.** Prior to receiving any monies from the City, ConsultRx shall submit a current IRS Form W9 to City's Finance Department. In consideration for the services rendered by ConsultRx as enumerated herein, the City shall pay to ConsultRx one thousand six hundred dollars for services for the Carlsbad Fire Department per year ($1600/year), payable as quarterly payments of four hundred dollars per quarter ($400/quarter.).

**B. Invoice.** Payment by the City to ConsultRx shall be made upon receipt of an invoice from ConsultRx. ConsultRx shall invoice the City at least quarterly. Each invoice shall be properly documented and supported by a report detailing the services provided by ConsultRx, the time period covered by the invoice, and the amount invoiced. The City shall pay on a net thirty (30) basis.

**C. Taxes.** ConsultRx is an independent contractor and is not employed by the City and therefore, ConsultRx shall be responsible for the payments of any applicable taxes.

**3. Certifications.** ConsultRx shall obtain and maintain at all times material to this agreement all licenses, permits and certifications required by the State of New Mexico and all other applicable laws, rules and regulations. This shall include, but not be limited to, obtaining and maintaining certification from the State of New Mexico as a pharmacist. ConsultRx shall be responsible for all costs and expenses incurred in obtaining and maintaining all licenses, permits and certifications.

**4. Term and Termination.** This Agreement shall be effective for one (1) year beginning on June 1, 2026 and ending on May 31, 2027. This Agreement may be renewed annually at the same terms and conditions.

**5. Assignment.** ConsultRx shall not assign or transfer any interest in this Agreement or sign any claims for money due or to become due under this Agreement, without the prior written approval of the City.

**6. Subcontracting.** ConsultRx shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

**8. Release.** ConsultRx, upon final payment of the amount due under this Agreement, release the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

**9. Confidentiality.** Unless otherwise required by law, any information obtained by, given to or divulged by ConsultRx in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or entity by ConsultRx except in compliance with all applicable laws, rules, procedures and ordinances and then only with the prior written approval of the City.

**10. HIPAA Compliance and Confidentiality.** In its capacity as Medical Director for the City, ConsultRx may need to use or disclose Protected Health Information, as defined by HIPAA. ConsultRx shall maintain patient confidentiality. ConsultRx shall not disclose, or permit the disclosure of, any confidential information received as a result of this Agreement except as permitted by law. ConsultRx agrees that:

**A. Safeguards.** ConsultRx shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement or by law.

**B. Mitigation.** ConsultRx shall mitigate, to the extent practicable, any harmful effect that is known to ConsultRx of a use or disclosure of Protected Health Information by ConsultRx in violation of the requirements of this Agreement or of law.

**C. Reporting.** ConsultRx shall report to the City any use or disclosure of Protected Health Information not provided for by this Agreement of which ConsultRx becomes aware.

**D. Agent Requirements.** ConsultRx shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by ConsultRx on behalf of the City agrees to the same restrictions and conditions that apply through this Agreement to ConsultRx with respect to such information.

**E. Access.** ConsultRx shall provide access, at the request of the City, to Protected Health Information in a Designated Record Set, to the City or, as directed by the City, to an individual in order to meet the requirements under 45 CFR Sec. 164.524, as it may be amended. Such access shall be provided no less than ten (1 0) days after the request is made.

**F. Amendments.** ConsultRx shall make any amendment(s) to Protected Health Information in a Designated Record Set that the City directs or agrees to pursuant to 45 CFR Sec. 164.526, as it may be amended, at the request of the City or an individual. Such amendments shall be made within ten (1 0) days after the request is made.

**G. Internal Practices.** ConsultRx shall make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by ConsultRx on behalf of the City available to the City or to the Secretary of the Department of Health and Human Services, within ten (1 0) days of the request or as designated by the Secretary, for purposes of the Secretary determining ConsultRx's compliance with HIPAA.

**H. Documentation of Disclosures.** ConsultRx shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for the City to respond to a request by an individual for an accounting of disclosures of

Protected Health Information in accordance with 45 CFR Sec. 164.528, as it may be amended.

**I. Provision of Information.** ConsultRx shall provide to the City or an individual, within ten (10) days of the request, information collected in accordance with subsection 1 O(H), above, to permit the City to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Sec. 164.528.

**J. Termination.** Upon termination of this Agreement for any reason, ConsultRx shall return or destroy all Protected Health Information received from the City, or created or received by ConsultRx on behalf of the City. ConsultRx shall retain no copies of the Protected Health Information. In the event that ConsultRx determines that returning or destroying the Protected Health Information is infeasible, ConsultRx shall provide to the City notification of the conditions that make return or destruction infeasible. In that event, ConsultRx shall extend the protections of this Agreement for such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as ConsultRx maintains the Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of any agent or subcontractor of ConsultRx.

**11. Conflict of Interest.** ConsultRx warrants that it presently has no interest and shall not acquire any interest that would conflict with the performance of services required under this Agreement. In the event of such a conflict, it will be brought to the attention of the City and appropriate action acceptable to the City shall be taken.

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

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

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

**13. Effect of Default.** In the event of default hereunder as set forth in this Agreement, the rights of the non-defaulting party shall be as follows:

**A. Cancel.** The non-defaulting party shall have the right to cancel and terminate this Agreement. On expiration of the time fixed in the notice, this Agreement and all rights, title, and interest of the defaulting party hereunder shall terminate in the same manner and with the same force and effect, except as to the defaulting party's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.

**B. Correction.** The non-defaulting party may elect, but shall not be obligated, to make any payment required of the defaulting party herein or comply with any agreement, term, or condition required hereby to be performed by the defaulting party; but any expenditure for correction by the non-defaulting party shall not be deemed to waive or release the default of the defaulting party or the right of the non-defaulting party to take any action as may be otherwise permissible or to seek other remedy under the law.

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

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

**16. Termination.** Either party may terminate this Agreement without cause by providing the other party with written notice of its intention to terminate this Agreement at least sixty (60) days prior to the termination date. By such termination, neither party may nullify obligations already incurred prior to the date of termination of the Agreement. However, neither party shall have any obligation to perform services or make payment for such services rendered after such date of termination.

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

**18. Amendment.** Neither this Agreement nor any provisions hereof may be altered, amended, changed, waived, modified, discharged or terminated except by mutual agreement of the parties as shown in a written instrument executed with the same formality as with this Agreement and then only to the extent set forth in such instrument.

**19. Product of Services; Copyright.** All materials developed or acquired by ConsultRx under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing produced in whole or in part by ConsultRx under this Agreement shall be subject to an application for copyright by or on behalf of ConsultRx.

**20. Outside Employment.** Accept as limited by Paragraph 11, above, it is agreed and understood that ConsultRx and its employees and subcontractors of ConsultRx shall have the full power to continue any outside employment or business and to employ and discharge its officers, employees, associates or agents as it may find desirable and the City shall in no way interfere.

**21. Independent Contractor.** ConsultRx, its officers, employees, and agents are independent contractors performing professional services for the City and are not employees of the City. ConsultRx and its officers, employees, associate, and agents shall not accrue leave, retirement,

insurance, bonding, use of city vehicles, or any other benefits afforded to the employees of the City of Carlsbad as a result of this Agreement.

**22. Limits of Authority.** ConsultRx agrees not to purport to bind the City to any obligation not assumed herein by the City unless given express authority to do so by the City and then only within the limits of that authority.

**23. Workers' Compensation.** ConsultRx agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If ConsultRx fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the City.

**24. Procurement Code Penalties.** 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.

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

If to City:
The City of Carlsbad
c/o City Administrator
P.O. Box 1569
Carlsbad, N M 88221-1569

If to ConsultRx:
ConsultRx, LLC
1133 Tracy Place
Carlsbad, NM 88220

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

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

**27. Arbitration.** Should any dispute arise between the parties in connection with the Agreement and if such dispute cannot be resolved by discussion between the parties, the parties agree to submit the unresolved dispute to binding arbitration in lieu of litigation.

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

IN WITNESS WHEREOF, the City and ConsultRx have signed and executed this agreement as of the date first written above.

**CITY OF CARLSBAD:**

RICHARD D LOPEZ, MAYOR

ATTEST

CITY CLERK

**ConsultRx, LLC:**

DANNY CROSS

STATE OF New Mexico )
)ss.
COUNTY OF Eddy )

The foregoing instrument was signed and acknowledged before me this 31st day of March, 2026 by ********** of ConsultRx, LLC.

My Commission Expires:

Oct 23, 2028

NOTARY PUBLIC

ALANNAH MARTINEZ
Notary Public
State of New Mexico
Comm. # 2004263
My Comm. Exp. Oct 23, 2028

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

**Give form to the requester. Do not send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Danny Cross

2 Business name/disregarded entity name, if different from above.

ConsultRx LLC

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☑ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

*(Applies to accounts maintained outside the United States.)*

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

1133 Tracy Place

6 City, state, and ZIP code

Carlsbad,NM 88220

Requester's name and address (optional)

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

or

Employer identification number

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 8 | 5 | – | 4 | 2 | 5 | 4 | 8 | 3 | 0 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person [signature] Date 3-31-26

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

### What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

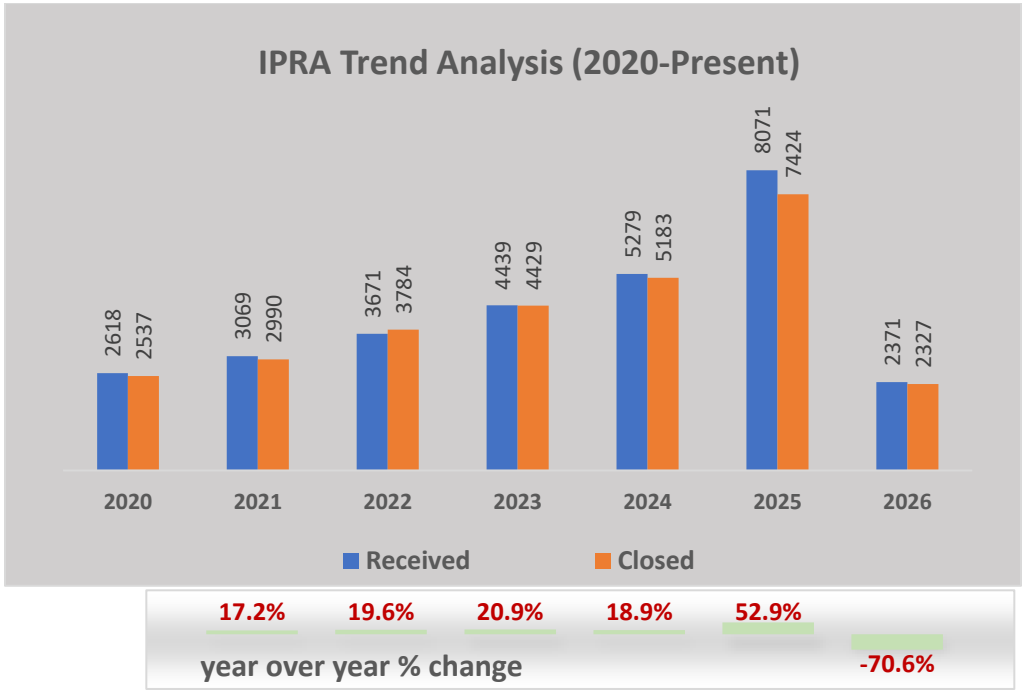
# City of Carlsbad

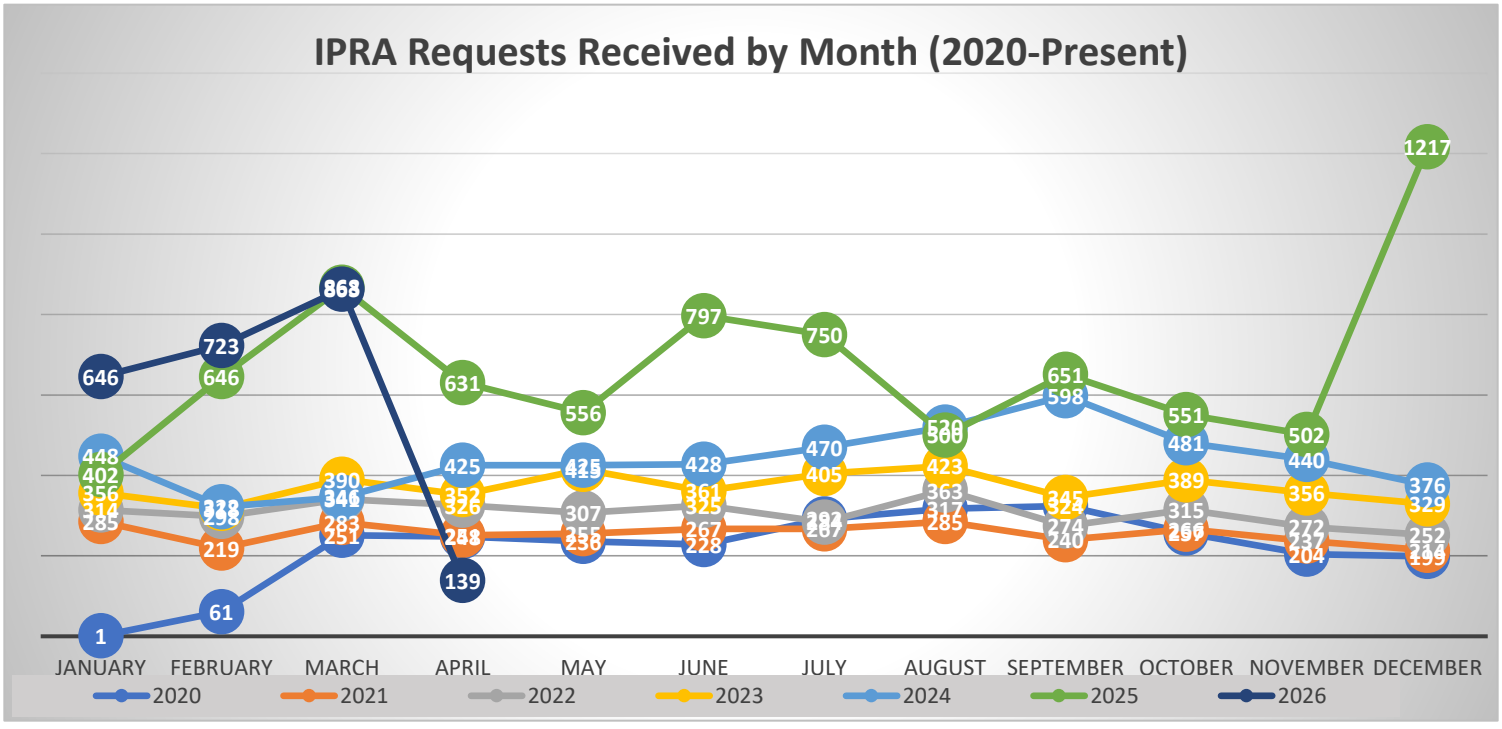
# City Clerk's Office

# Monthly Report: March 2026

# Nadine Mireles, City Clerk

To date, the City Clerk's Office has received 2379 IPRA requests. This is a 16% increase in workload compared to the previous year. This upward trend reflects the continued growth in public records activity statewide, as many public bodies are experiencing increased volumes of requests and IPRA-related litigation. The City Clerk's Office remains focused on ensuring statutory compliance, timely responses, and coordination with all departments to manage this increased workload.



The City Clerk's Office has implemented Agenda and Meeting Management Software and initiated a structured transition plan for the Open Meetings Act (OMA) Manager. This initiative centralizes and standardizes the preparation of agendas, meeting minutes, and meeting notices across all City boards, commissions, and committees to ensure consistency, efficiency, and compliance with the Open Meetings Act. The Clerk's Office has successfully transitioned 15 boards and is working on Phase four. The full transition is scheduled to be completed by June 2026.

**January–February 2026**

- City Council
- Planning & Zoning Commission
- Budget Committee
- Police Department's Citizen Advisory Board
- Parks, Recreation & Tree Board

**February–March 2026**

- Lodgers' Tax Advisory Board
- Disabilities Advisory Board
- Carlsbad Library Board of Trustees
- Carlsbad Museum Advisory Board
- Cemetery Advisory Committee

**March–April 2026**

- Board of Solid Waste Commissioners
- Bob Forrest Youth Sports Complex Advisory Board
- Halagueno Arts Park Advisory Board
- Historic Preservation Board
- Golf Course Advisory Board

**April–May 2026**

- Shooting Range Advisory Committee
- Beautification Committee
- Riverwalk Recreation Complex Advisory Board
- Walter Gerrells Performing Arts Center Advisory Board
- Veterans Memorial Advisory Board

**May–June 2026**

- Alejandro Ruiz Senior Center Advisory Board
- Carlsbad Community Volunteer Network Advisory Board (CCVN)
- North Mesa Senior Center Advisory Board
- San Jose Senior Center Advisory Board
- Pecos River Committee

# City of Carlsbad
# Personnel Department

# Action Report
# Month of March 2026

City of Carlsbad
Personnel Department Action Report
Month of March 2026

| 2026 YEAR TO DATE TOTALS | Beginning of Year | New Hires | Termina-tions | End of Year to Date |
|---|---|---|---|---|
| # of Employees | 513 | 26 | 19 | 520 |

| EMPLOYEE REPORT | Beginning of Month | New Hires | Termina-tions | Transfers In | Transfers Out | End of Month |
|---|---|---|---|---|---|---|
| Full-Time Employees | 473 | 6 | 3 | 1 | 0 | 477 |
| Part-Time/Temp Employees | 40 | 4 | 0 | 0 | 1 | 43 |
| Total Employees | 513 | 10 | 3 | 1 | 1 | 520 |
| Administrative | 30 | 0 | 0 | 0 | 0 | 30 |
| Judicial | 8 | 0 | 0 | 0 | 0 | 8 |
| Finance | 20 | 0 | 0 | 0 | 0 | 20 |
| Police | 89 | 4 | 2 | 0 | 0 | 91 |
| Fire | 78 | 0 | 0 | 0 | 0 | 78 |
| Community Development | 68 | 5 | 0 | 1 | 1 | 73 |
| Planning & Regulation | 43 | 1 | 0 | 2 | 0 | 46 |
| Utilities | 71 | 0 | 1 | 0 | 2 | 68 |
| Transportation & Facilities | 106 | 0 | 0 | 1 | 1 | 106 |
| TOTAL | 513 | 10 | 3 | 4 | 4 | 520 |

| WEEKLY INDEMNITY | Beginning of Month | New Claims | Released To Work | Terminated | End of Month |
|---|---|---|---|---|---|
| Employees on WI | 3 | 4 | 1 | 0 | 6 |

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

| Drug Tests | Number Given |
|---|---|
| Pre-employment | 7 |
| Probationary | 0 |
| Post Accident | 27 |
| Random | 0 |
| Periodic | 0 |
| Probable Cause | 0 |

| Physical Examinations | Number Given |
|---|---|
| Pre-employment | 11 |
| Return to Work Evaluation | 0 |
| Functional Capacity Evaluation | 0 |

| Testing | Number Given |
|---|---|
| None | |

| Vacancies Bid | Department |
|---|---|
| Administrattive Coordinator | Executive |
| Deputy Director | HR |
| Project Manager | Projects |
| Transit Driver, part-time | Transit |

| Vacancies Advertised | Applications Received |
|---|---|
| Administrative Coordinator | 15 |
| Animal Control Officer | Pending |
| Beautification Assistant | Pending |
| Caretaker (Golf) | 18 |
| Caretaker (Parks) | 24 |
| Caretaker (Sports Complex) | 27 |
| Certified Building Officical | Pending |
| Certified Building Inspector | Pending |
| CSO/Law Enforcement Officer Transition | Pending |
| Firefighter/EMT | Pending |
| Heavy Equipment Operator (Street) | 5 |
| HR Deputy Director | 5 |
| Information Specialist | 5 |
| Lifeguard | Pending |
| Lifeguard - Lead | 8 |
| Patrolman | Pending |
| Project Manager | 9 |
| Rec Center Attendant | 13 |
| Rec Center Attendant, on-call | Pending |
| Seasonal Laborer (Facility Maintenance) | Pending |
| Seasonal Laborer (Golf) | Pending |
| Seasonal Laborer (Parks) | Pending |
| Seasonal Laborer (Sports Complex) | Pending |
| Seasonal Recreation Attendant (Riverwalk) | Pending |
| Sports & Rec Attendant, on-call | Pending |
| Telecommunicator | Pending |
| Transit Driver, on-call | Pending |
| Transit Driver, part-time | 1 |
| Truck Driver | 7 |
| Waste Water Foreman | Pending |
| Water Park Attendant | 12 |
| Water Park Assistant Manager | 1 |




# CITY OF CARLSBAD

## FY 2025 – 2026

# DEPARTMENT OF UTILITIES

**FEBRUARY 2026**

***Ivan M. Abell, Director of Utilities***

# ENVIRONMENTAL SERVICES REPORT
# February 2026

| ***Environmental Services:*** | ***Current Month*** | ***Previous Month*** | ***Calendar Year to Date*** |
|---|---|---|---|
| State and Federal Environmental Violations by City | 0 | 0 | 0 |
| Environmental Assessments (CDBG, P&Z, Drilling) | 0 | 0 | 0 |
| Environmental Compliance Inspections | 0 | 0 | 0 |
| Criminal Complaints Filed | 0 | 0 | 0 |
| Environmental Projects or Programs | 0 | 0 | 0 |
| Grease Interceptors Inspections | 1 | 6 | 7 |

| ***Laboratory:*** ***Municipal Water Sampling/Analysis:*** | ***Current Month*** | ***Previous Month*** | ***Calendar Year to Date*** |
|---|---|---|---|
| Wellfield Chemical Characteristic Analysis | 44 | 37 | 81 |
| Partial Wellfield Chemical Characteristics | 33 | 29 | 62 |
| Monitoring Wells Chemical Analysis | 5 | 5 | 10 |
| Total Coliform Analysis | 40 | 40 | 80 |
| Fecal Coliform Analysis | 0 | 0 | 0 |
| Chlorine Residual Tests (DE) | 3 | 22 | 25 |
| Special Chemicals (BTEX, Ammonia, Nitrite) | 0 | 0 | 0 |

| ***Municipal Wastewater Sampling/Analysis (Reads):*** | ***Current Month*** | ***Previous Month*** | ***Calendar Year to Date*** |
|---|---|---|---|
| Chemical Oxygen Demand Tests | 0 | 0 | 0 |
| Biochemical Oxygen Demand | 12 | 12 | 24 |
| Total Suspended Solids Tests | 12 | 12 | 24 |
| Volatile Alkalinity Tests | 0 | 0 | 0 |
| E-Coli on Effluent | 12 | 12 | 24 |
| Metals/TCLP/PCB/M2 Sampling on Sludge | 0 | 0 | 0 |
| Fecal Coliform Analysis on Sludge (Compost) | 1 | 2 | 3 |
| Effluent Chemical Characteristic Analysis | 1 | 1 | 2 |

| ***DMR Bench Sheet:*** | ***Current Month*** | ***Previous Month*** | ***Calendar Year to Date*** |
|---|---|---|---|
| Influent BOD Avg. (Lbs.) | 7,516 | 8,756 | 16,272 |
| Effluent BOD Avg. (Lbs.) | 44.78 | 48 | 92 |
| BOD Removal (%) | 99.40 | 99 | 199 |
| Influent TSS Avg. (Lbs.) | 9,253 | 9,567 | 18,820 |
| Effluent TSS Avg. (Lbs.) | 57.20 | 70 | 127 |
| TSS Removal (%) | 99.38 | 99 | 199 |

# ENVIRONMENTAL SERVICES REPORT
# February 2026

| ***Private Well Analysis:*** | ***Current Month*** | ***Previous Month*** | ***Calendar Year to Date*** |
|---|---|---|---|
| Total Coliform Analysis | 45 | 43 | 88 |
| Total Coliform Analysis (Construction) | 0 | 3 | 3 |
| Number of Positives for Confirmation | 1 | 0 | 1 |
| Chemical Characteristics Analysis | 1 | 0 | 1 |
| Environment Department Mediated Tests | 0 | 0 | 0 |
| Lake Carlsbad E-Coli Analysis Performed | 0 | 0 | 0 |
| Lake Carlsbad Beach Closures Due to Bacterial Count | 0 | 0 | 0 |

| ***Golf Course (Reclaimed) Water Analysis (NMED Groundwater Discharge Permit):*** | ***Current Month*** | ***Previous Month*** | ***Calendar Year to Date*** |
|---|---|---|---|
| Nitrate | 4 | 5 | 9 |
| Total Kjeldahl Nitrogen | 0 | 0 | 0 |
| Total Dissolved Solids | 1 | 1 | 1 |
| E-Coli Analysis | 12 | 12 | 12 |
| Chemical Characteristics | 1 | 1 | 1 |
| Other NMED-Required Testing (Chlorides, etc.) | 1 | 1 | 1 |

***Remarks:***

Digitally signed by Richard Aguilar
DN: cn=Richard Aguilar, o=City of Carlsbad, ou=Env Services Lab, email=rlaguilar@cityofcarlsbadnm.com, c=US
Date: 2026.03.09 06:41:52 -06'00'

***Richard Aguilar,***
***Environmental Srvs. Superintendent***

# Solid Waste Department Summary
February 2026

| | This Month | Previous Month | Last Year | Calendar Year to Date |
|---|---|---|---|---|
| **Garbage Collection (ARC)** | | | | |
| Number of ARC Trucks in Operation | 12 OF 29 | 15 OF 29 | 16 of 26 | |
| Tons Collected and Delivered to Landfill | 1,972.77 | 2152.38 | 1628.25 | 4,125.15 |
| Number of Trips to Landfill | 297 | 317 | 229 | 614.00 |
| **Residential and Commercial Services** | | | | |
| Number of Residential Services | 148 | 138 | 250 | 286 |
| Number of Commercial Services | 11 | 10 | 38 | 21 |
| Number of New Residential Services | 10 | 6 | 4 | 16 |
| Number of New Commercial Services | 1 | 1 | 2 | 2 |
| **Container Maintenance** | | | | |
| Number of 3 CuYard Containers Repaired | 27 | 50 | 38 | 77 |
| Number of 3 CuYard Containers Replaced | 32 | 25 | 20 | 57 |
| Number of 1.5 CuYard Containers Repaired | 3 | 10 | 2 | 13 |
| Number of 1.5 CuYard Containers Replaced | 0 | 0 | 0 | 0 |
| Number of 96 gallon Containers Repaired | 309 | 81 | 103 | 390 |
| Number of 96 gallon Containers Replaced | 296 | 197 | 115 | 493 |
| Number of 96 gallon Lids Replaced | 245 | 41 | 40 | 286 |
| Number of 96 gallon Wheels Replaced | 64 | 40 | 63 | 104 |
| Number of 1.5 CuYard Lids Repaired | 3 | 10 | 2 | 13 |
| Number of 3 CuYard Lids Repaired | 11 | 36 | 11 | 47 |
| Number of New 96 Gallon Roll-outs | 10 | 3 | 4 | 13 |
| **Trash/Yard Waste Residential Collection (Grappler)** | | | | |
| Number of Trucks in Operation | 4 OF 9 | 6 OF 9 | 6 OF 8 | |
| Tons of Trash Delivered to Landfill | 133.20 | 129.22 | 585.2 | 262.42 |
| Number of Trips to Landfill | 54 | 52 | 154 | 106.00 |
| Green Waste Collected and Delivered to WWTP (TONS) | 0.00 | 0 | 0 | 0.00 |
| Number of trips to WWTP | 0 | 0 | 0 | 0.00 |

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# Solid Waste Department Summary

February 2026

**Sandpoint Landfill Operation**

| | This Month | Previous Month | This Month | Calendar Year to Date |
|---|---|---|---|---|
| Waste Received from Carlsbad (Tons) | 3,962.37 | 4,247.35 | 3,527.40 | 8,209.72 |
| Waste Received from Artesia (Tons) | 1,730.40 | 1,711.96 | 1,708.02 | 3,442.36 |
| Waste Received from Eddy County (Tons) | 3,750.78 | 3,017.43 | 2,796.63 | 6,768.21 |
| Waste Received from Others (Tons) | 407.97 | 327.40 | 0.00 | 735.37 |
| Tipping Fees received at Gate | $4,239.08 | 3,146.88 | 4,595.16 | 7,385.96 |
| Tipping fees Billed | $133,289.04 | 105,167.00 | 160,165.64 | 238,456.04 |
| Solid Waste Facility Permit Violations | 0 | 0.00 | 0.00 | 0.00 |

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**Convenience Station**

| | | | | |
|---|---|---|---|---|
| Tons of Trash Collected and Delivered to Landfill | 220.09 | 237.19 | 373.68 | 457.28 |
| CuYards of Glass | 0.00 | 0.00 | 0 | 0.00 |
| Tons of Metal | 53.35 | 15.10 | 178.61 | 68.45 |
| Green Waste Collected and Delivered to WWTP (TONS) | 0.00 | 0.00 | 167.71 | 0.00 |
| Number of trips to WWTP | 0 | 0.00 | 0 | 0.00 |

**Roll Off Rentals**

| | | | | |
|---|---|---|---|---|
| Fees Billed | $47,556.10 | $52,217.64 | 44673.22 | $99,773.74 |
| Tons of Refuse Collected and Delivered to Landfill | 227.12 | $287.70 | 247.76 | $514.82 |
| No. of 40 CuYard Containers Rented | 0 | $0.00 | 0 | $0.00 |
| No. of 30 CuYard Containers Rented | 52 | $50.00 | 52 | $102.00 |
| No. of 25 CuYard Containers Rented | 0 | $0.00 | 0 | $0.00 |
| No. of 15 CuYard Containers Rented | 0 | $0.00 | 0 | $0.00 |

REMARKS: *No data available



Albert Moisa, Solid Waste Superintendent

3-12-26

Date

# Carlsbad Municipal Water System Report

## Feb-26

## Acre Ft.

| Production Figures: | This Month | Previous Month | Year to Date | |
|---|---|---|---|---|
| Pumped from Sheep's Draw (Ac. Ft.) | 544.33 | 500.80 | 1,045.13 | |
| Water Imported from Double Eagle (Ac. Ft.) | 0.00 | 0.00 | 0.00 | *meter failure |
| Water delivered to Livestock (Ac. Ft.) | 46.06 | 0.00 | 46.06 | |
| Water Sold to Apartments (Ac. Ft.) | 15.22 | 11.57 | 26.79 | |
| Water Sold to Commercial Accounts (Ac. Ft.) | 118.19 | 108.60 | 226.79 | |
| Water Sold to Government Accounts (Ac. Ft.) | 17.01 | 17.62 | 34.63 | |
| Water Sold to Industrial Accounts (Ac.Ft.) | 0.27 | 0.15 | 0.42 | |
| Water Sold to Residential Accounts (Ac.Ft.) | 235.17 | 246.46 | 481.63 | |
| Record Only Accounts (Ac.Ft.) | 0.43 | 0.98 | 1.41 | |
| Water Sold to Semi-Commercial Accounts (Ac.Ft. | 7.80 | 9.76 | 17.56 | |
| Safe Drinking Water Act Violations | 0 | 0 | 0 | |

*Wells:*

| | | | |
|---|---|---|---|
| Number in Operation (Sheep's Draw) ** | 9/9 | 9/9 | |
| KWH Consumed | 466,880 | 376,880 | 843,760 |
| Capitan Aquifer Level (Ft. from Surface @ #6) | 392' | 389'5" | |
| Number of New Water Services Installed | 18 | 8 | 26 |

*Meters:*

| | | | |
|---|---|---|---|
| Total in Service | 13,179 | 13,134 | |

*Fire Hydrants:*

| | | | |
|---|---|---|---|
| In Service | 879 | 879 | |
| Out of Service | 0 | 0 | |
| Repaired | 0 | 0 | 0 |

***Remarks:***

| |
|---|
| |
| |
| |

Anthony Hernandez, Water Superintendent

5

# CARLSBAD WATER SYSTEM WELL OPERATION
## Feb-26

| WELL | POWER CONSUMPTION X 400 | | | WATER PRODUCTION X 1000 | | | | ENGINE HOUR CLOCK | | | WATER LEVELS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | CURRENT MONTH | LAST MONTH | KWH CONSUMED | CURRENT MONTH | LAST MONTH | GALLONS PUMPED | ACRE FEET | CURRENT MONTH | LAST MONTH | HOURS RUN | GPM | STATIC | PUMPED per Hour Meter (gal) | gal/kwh |
| 1 | 12 | 4 | 3,200 | 270,493 | 270,320 | 173,000 | 0.53 | 2718.8 | 2716.9 | 1.9 | 1,750 | | 199,500 | 525 |
| 2 | 55 | 53 | 800 | 106,405 | 106,169 | 236,000 | 0.72 | 13573.7 | 13569.6 | 4.1 | 1,200 | | 295,200 | 420 |
| 3 | 8 | 6 | 800 | 696,849 | 696,566 | 283,000 | 0.87 | 40455.1 | 40451.8 | 3.3 | 1,600 | | 316,800 | 375 |
| **4** | **1082** | 861 | 88,400 | **2,058,885** | 2,024,586 | 34,299,000 | 105.26 | **65919.2** | 65590.2 | 329.0 | **1,750** | | 34,545,000 | 257 |
| **5** | **1285** | 1032 | 101,200 | **3,195,232** | 3,151,500 | 43,732,000 | 134.21 | **78422.2** | 78074.8 | 347.4 | **1,200** | | 25,012,800 | 348 |
| 6 | 84 | 66 | 2,880 | 1,361,728 | 1,360,325 | 1,403,000 | 4.31 | 10.1 | 5.7 | 10.1 | 2,800 | 392.0 | 1,696,800 | 421 |
| 7 | 1297 | 991 | 122,400 | 2,522,393 | 2,478,001 | 44,392,000 | 136.23 | 22025.2 | 22024.6 | 0.6 | 1,950 | | 70,200 | 424 |
| 8 | 193 | 166 | 10,800 | 1,306,028 | 1,302,035 | 3,993,000 | 12.25 | 20955.6 | 20955.6 | 0.0 | 1,350 | | 0 | 389 |
| 9 | 978 | 637 | 136,400 | 1,750,753 | 1,701,895 | 48,858,000 | 149.94 | 481.2 | 104.9 | 481.2 | 1,600 | | 46,195,200 | 324 |
| 10 | | | | | | | | | | | | 400.10 | | |

| TOTAL KWH CONSUMED | 466,880 | TOTAL PUMPED | 177,369,000 | 544.33 | TOTAL HOURS RUN | 1,177.6 | **OIL** | **TOTAL CHLORINE USED** |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | 51.5 | 1,132 |

| **Reservoir No. 4 Meter** | | **Total Gallons Pumped Comparison** | | | **Total Rainfall** | **Notes** |
|---|---|---|---|---|---|---|
| Inlet This Month X 1000 | 12,193,753 | THIS MONTH | 177,369,000 | 544.33 | **0.6** | **Wells #4 and #5 on State Trust Land** |
| | | LAST YEAR, SAME MONTH | 178,473,000 | 547.71 | | |
| Inlet Last Month X 1000 | 12,017,408 | DIFFERENCE | (1,104,000) | (3.39) | | |
| Total Inlet | 176,345,000 | * corrected | | | | |

**6**

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

**(9867 Acre Ft. Available Per Year)**

| YEAR | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **2002** | 297.16 | 268.70 | 440.91 | 704.96 | 958.06 | 1,066.88 | 1,341.56 | 1,074.79 | 774.52 | 485.05 | 280.99 | 155.99 | *7849.57* |
| **2003** | 270.84 | 203.99 | 505.94 | 1,064.03 | 1,206.94 | 1,122.78 | 1,343.98 | 1,076.39 | 775.41 | 685.53 | 305.27 | 409.57 | *8970.67* |
| **2004** | 385.42 | 439.36 | 489.06 | 680.19 | 948.71 | 1,063.84 | 1,068.05 | 798.52 | 772.40 | 451.14 | 364.15 | 414.64 | *7875.48* |
| **2005** | 332.30 | 318.24 | 425.71 | 655.91 | 878.61 | 1,123.12 | 1,338.81 | 773.36 | 830.12 | 609.54 | 478.07 | 445.90 | *8209.69* |
| **2006** | 395.24 | 416.50 | 606.61 | 799.07 | 1,145.49 | 1,165.26 | 1,141.96 | 699.68 | 536.40 | 574.84 | 453.79 | 372.30 | *8307.14* |
| **2007** | 386.96 | 350.66 | 480.44 | 665.57 | 629.51 | 1,062.65 | 841.31 | 964.52 | 740.42 | 672.37 | 485.02 | 446.90 | *7726.33* |
| **2008** | 452.24 | 668.55 | 705.92 | 934.92 | 1,060.06 | 1,454.74 | 1,040.96 | 900.29 | 768.43 | 684.45 | 505.09 | 456.16 | *9631.81* |
| **2009** | 458.70 | 519.36 | 694.55 | 871.85 | 1,095.02 | 1,202.19 | 951.06 | 980.82 | 809.14 | 666.16 | 529.67 | 420.61 | *9199.13* |
| **2010** | 422.56 | 352.26 | 539.69 | 327.39 | 1,150.19 | 1,219.15 | 848.31 | 1,057.28 | 738.68 | 677.68 | 503.09 | 461.84 | *8298.12* |
| **2011** | 474.73 | 536.44 | 800.88 | 973.90 | 1,238.89 | 1,355.98 | 1,423.54 | 1,226.62 | 886.11 | 776.71 | 540.43 | 454.95 | *10689.18* |
| **2012** | 466.85 | 431.44 | 701.69 | 810.10 | 828.11 | 1,185.27 | 901.47 | 1,013.28 | 806.85 | 652.17 | 480.34 | 461.15 | *8738.72* |
| **2013** | 423.91 | 412.36 | 633.53 | 822.91 | 947.12 | 1,047.09 | 800.86 | 925.05 | 727.29 | 611.46 | 451.84 | 377.93 | *8,181.35* |
| **2014** | 388.31 | 383.82 | 557.69 | 701.51 | 872.84 | 1,031.98 | 1,122.07 | 893.82 | 552.90 | 541.69 | 414.16 | 391.00 | *7,851.79* |
| **2015** | 428.54 | 369.38 | 490.96 | 711.13 | 732.60 | 903.17 | 919.01 | 994.43 | 789.98 | 522.56 | 432.59 | 418.96 | *7,713.31* |
| **2016** | 408.24 | 364.58 | 449.03 | 573.56 | 672.93 | 921.77 | 1,157.49 | 791.59 | 541.42 | 587.72 | 443.39 | 442.94 | *7,354.66* |
| **2017** | 394.41 | 415.24 | 615.73 | 768.14 | 921.14 | 883.20 | 1,007.00 | 726.66 | 715.10 | 536.59 | 482.95 | 484.39 | *7,950.55* |
| **2018** | 484.78 | 402.92 | 640.20 | 750.65 | 991.56 | 1,023.15 | 954.69 | 853.04 | 684.90 | 530.89 | 386.73 | 404.76 | *8,108.27* |
| **2019** | 392.03 | 408.30 | 501.88 | 712.74 | 920.31 | 919.36 | 931.82 | 860.57 | 880.60 | 570.04 | 425.02 | 400.18 | *7,922.85* |
| **2020** | 424.96 | 402.62 | 508.41 | 896.76 | 983.81 | 1,161.49 | 1,242.85 | 1,055.78 | 1,045.26 | 625.06 | 411.27 | 463.48 | *9,221.75* |
| **2021** | 368.52 | 418.64 | 712.43 | 726.13 | 809.60 | 837.98 | 793.40 | 764.24 | 715.36 | 652.05 | 455.84 | 403.35 | *7,657.54* |
| **2022** | 336.78 | 376.58 | 515.94 | 882.91 | 973.98 | 975.97 | 1,147.87 | 848.51 | 773.62 | 493.31 | 404.67 | 435.85 | *8,165.99* |
| **2023** | 330.74 | 313.20 | 484.97 | 823.91 | 916.36 | 1,079.94 | 1,232.41 | 1,223.34 | 819.91 | 621.07 | 486.28 | 470.52 | *8,802.65* |
| **2024** | 436.56 | 468.06 | 651.21 | 871.40 | 1,184.72 | 1,080.20 | 1,111.10 | 1,164.73 | 813.57 | 778.98 | 577.92 | 470.44 | *9,608.89* |
| **2025** | 541.75 | 547.72 | 656.13 | 797.44 | 993.74 | 857.61 | 927.33 | 1,054.58 | 889.55 | 745.37 | 543.82 | 527.65 | *9,082.69* |
| **2026** | 500.80 | 544.33 | | | | | | | | | | | *1,045.13* |

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

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

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

| | January | February | March | April | May | June | July | August | September | October | November | December | Total | Difference |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | 9,867.00 |
| 2010 | 422.56 | 352.26 | 539.69 | 327.39 | 1,150.19 | 1,219.15 | 848.31 | 1,057.28 | 738.68 | 677.68 | 503.09 | 461.84 | 8,298.12 | 1,568.88 |
| Total | | 774.82 | 1,314.51 | 1,641.90 | 2,792.09 | 4,011.24 | 4,859.55 | 5,916.83 | 6,655.51 | 7,333.19 | 7,836.28 | 8,298.12 | | |
| 2011 | 474.73 | 536.44 | 800.88 | 973.90 | 1,238.89 | 1,355.98 | 1,423.54 | 1,226.62 | 886.11 | 776.71 | 540.43 | 454.95 | 10,689.18 | -822.18 |
| Total | | 1,011.17 | 1,812.05 | 2,785.95 | 4,024.84 | 5,380.82 | 6,804.36 | 8,030.98 | 8,917.09 | 9,693.80 | 10,234.23 | 10,689.18 | | |
| 2012 | 466.85 | 431.44 | 701.69 | 810.10 | 828.11 | 1,185.27 | 901.47 | 1,013.28 | 806.85 | 652.17 | 480.34 | 461.15 | 8,738.72 | 1,128.28 |
| Total | | 898.29 | 1,599.98 | 2,410.08 | 3,238.19 | 4,423.46 | 5,324.93 | 6,338.21 | 7,145.06 | 7,797.23 | 8,277.57 | 8,738.72 | | |
| 2013 | 423.91 | 412.36 | 633.53 | 822.91 | 947.12 | 1,047.09 | 800.86 | 925.05 | 727.29 | 611.46 | 451.84 | 377.93 | 8,181.35 | 1,685.65 |
| Total | | 836.27 | 1,469.80 | 2,292.71 | 3,239.83 | 4,286.92 | 5,087.78 | 6,012.83 | 6,740.12 | 7,351.58 | 7,803.42 | 8,181.35 | | |
| 2014 | 388.31 | 383.82 | 557.69 | 701.51 | 872.84 | 1,031.98 | 1,122.07 | 893.82 | 552.90 | 541.69 | 414.16 | 391.00 | 7,851.79 | 2,015.21 |
| Total | | 772.13 | 1,329.82 | 2,031.33 | 2,904.17 | 3,936.15 | 5,058.22 | 5,952.04 | 6,504.94 | 7,046.63 | 7,460.79 | 7,851.79 | | |
| 2015 | 482.54 | 369.38 | 490.96 | 711.13 | 732.60 | 903.17 | 919.01 | 994.43 | 789.98 | 522.56 | 432.59 | 418.96 | 7,767.31 | 2,099.69 |
| Total | | 851.92 | 1,342.88 | 2,054.01 | 2,786.61 | 3,689.78 | 4,608.79 | 5,603.22 | 6,393.20 | 6,915.76 | 7,348.35 | 7,767.31 | | |
| 2016 | 408.24 | 364.58 | 449.03 | 573.56 | 672.93 | 921.77 | 1,157.49 | 791.59 | 541.42 | 587.72 | 443.39 | 442.94 | 7,354.66 | 2,512.34 |
| Total | | 772.82 | 1,221.85 | 1,795.41 | 2,468.34 | 3,390.11 | 4,547.60 | 5,339.19 | 5,880.61 | 6,468.33 | 6,911.72 | 7,354.66 | | |
| 2017 | 394.41 | 415.24 | 615.73 | 768.14 | 921.14 | 883.20 | 1,007.00 | 726.66 | 715.10 | 536.59 | 482.95 | 484.39 | 7,950.55 | 1,916.45 |
| Total | | 809.65 | 1,425.38 | 2,193.52 | 3,114.66 | 3,997.86 | 5,004.86 | 5,731.52 | 6,446.62 | 6,983.21 | 7,466.16 | 7,950.55 | | |
| 2018 | 484.78 | 402.92 | 640.20 | 750.65 | 991.56 | 1,023.15 | 954.69 | 853.04 | 684.90 | 530.89 | 386.73 | 404.76 | 8,108.27 | 1,758.73 |
| Total | | 887.70 | 1,527.90 | 2,278.55 | 3,270.11 | 4,293.26 | 5,247.95 | 6,100.99 | 6,785.89 | 7,316.78 | 7,703.51 | 8,108.27 | | |
| 2019 | 392.03 | 408.30 | 501.88 | 712.74 | 920.31 | 919.37 | 931.82 | 860.57 | 880.60 | 570.04 | 425.02 | 400.18 | 7,922.86 | 1,944.14 |
| Total | | 800.33 | 1,302.21 | 2,014.95 | 2,935.26 | 3,854.63 | 4,786.45 | 5,647.02 | 6,527.62 | 7,097.66 | 7,522.68 | 7,922.86 | | |
| 2020 | 438.73 | 387.20 | 523.69 | 928.40 | 1,015.17 | 1,177.81 | 1,120.57 | 1,062.19 | 1,066.47 | 539.88 | 430.40 | 463.48 | 9,153.99 | 713.01 |
| Total | | 825.93 | 1,349.62 | 2,278.02 | 3,293.19 | 4,471.00 | 5,591.57 | 6,653.76 | 7,720.23 | 8,260.11 | 8,690.51 | 9,153.99 | | |
| 2021 | 368.01 | 418.64 | 712.43 | 726.13 | 809.60 | 837.98 | 793.40 | 764.24 | 715.36 | 652.05 | 455.84 | 403.35 | 7,657.03 | 2,209.97 |
| Total | | 786.65 | 1,499.08 | 2,225.21 | 3,034.81 | 3,872.79 | 4,666.19 | 5,430.43 | 6,145.79 | 6,797.84 | 7,253.68 | 7,657.03 | | |
| 2022 | 336.78 | 376.58 | 515.94 | 882.91 | 973.98 | 975.97 | 1,147.87 | 848.51 | 773.62 | 493.31 | 404.67 | 435.85 | 8,165.99 | 1,701.01 |
| Total | | 713.36 | 1,229.30 | 2,112.21 | 3,086.19 | 4,062.16 | 5,210.03 | 6,058.54 | 6,832.16 | 7,325.47 | 7,730.14 | 8,165.99 | | |
| 2023 | 330.74 | 313.20 | 484.97 | 823.91 | 916.36 | 1,079.94 | 1,232.41 | 1,223.34 | 819.91 | 621.07 | 486.28 | 470.52 | 8,802.65 | 1,064.35 |
| Total | | 643.94 | 1,128.91 | 1,952.82 | 2,869.18 | 3,949.12 | 5,181.53 | 6,404.87 | 7,224.78 | 7,845.85 | 8,332.13 | 8,802.65 | | |
| 2024 | 436.56 | 468.06 | 651.21 | 871.40 | 1,184.72 | 1,080.20 | 1,111.10 | 1,164.73 | 813.57 | 778.98 | 577.92 | 470.44 | 9,608.89 | 258.11 |
| Total | | 904.62 | 1,555.83 | 2,427.23 | 3,611.95 | 4,692.15 | 5,803.25 | 6,967.98 | 7,781.55 | 8,560.53 | 9,138.45 | 9,608.89 | | |
| 2025 | 541.75 | 547.72 | 656.13 | 797.44 | 993.74 | 857.61 | 927.33 | 1,054.58 | 889.55 | 745.37 | 543.82 | 527.65 | 9,082.69 | 784.31 |
| Total | | 1,089.47 | 1,745.60 | 2,543.04 | 3,536.78 | 4,394.39 | 5,321.72 | 6,376.30 | 7,265.85 | 8,011.22 | 8,555.04 | 9,082.69 | | |
| 2026 | | 500.80 | 544.33 | | | | | | | | | | 1,045.13 | 8,821.87 |
| Total | | 500.80 | 1,045.13 | 1,045.13 | 1,045.13 | 1,045.13 | 1,045.13 | 1,045.13 | 1,045.13 | 1,045.13 | 1,045.13 | 1,045.13 | | |

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# MUNICIPAL WATER SYSTEM
# WATER SOLD
# ACRE FEET

| YEAR | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2002 | 361.07 | 373.67 | 374.24 | 527.03 | 956.91 | 1164.77 | 996.81 | 977.93 | 1153.18 | 607.92 | 431.21 | 301.17 | 8225.93 |
| 2003 | 391.07 | 304.91 | 404.05 | 598.44 | 999.69 | 1030.55 | 1061.59 | 1169.02 | 1046.52 | 731.67 | 559.33 | 342.90 | 8639.75 |
| 2004 | 418.82 | 310.23 | 337.47 | 479.72 | 685.58 | 983.31 | 984.35 | 814.65 | 763.90 | 475.02 | 413.97 | 302.17 | 6969.19 |
| 2005 | 368.27 | 275.02 | 299.95 | 503.81 | 693.61 | 840.97 | 1296.63 | 886.95 | 754.89 | 658.48 | 468.42 | 377.74 | 7424.74 |
| 2006 | 414.11 | 677.07 | 450.26 | 678.99 | 725.58 | 1280.61 | 1083.09 | 705.47 | 564.79 | 572.49 | 430.08 | 334.08 | 7916.62 |
| 2007 | 354.13 | 318.22 | 380.07 | 437.50 | 653.63 | 756.31 | 899.69 | 774.47 | 896.99 | 541.76 | 530.36 | 344.60 | 6887.72 |
| 2008 | 326.32 | 375.13 | 413.71 | 627.22 | 842.55 | 1025.43 | 943.54 | 855.66 | 605.32 | 559.79 | 494.03 | 0.00 | 7068.68 |
| 2009 | 439.03 | 352.25 | 614.56 | 2321.13 | 1268.55 | 1211.80 | 1099.85 | 927.66 | 1030.30 | 765.46 | 976.92 | 564.86 | 11572.39 |
| 2010 | 567.77 | 471.98 | 547.89 | 757.41 | 1272.59 | 1066.67 | 1081.09 | 913.03 | 1105.63 | 1031.30 | 950.35 | 786.38 | 10552.09 |
| 2011 | 444.27 | 760.40 | 774.56 | 1233.94 | 1338.54 | 1352.52 | 1717.55 | 1405.40 | 1347.32 | 924.66 | 874.25 | 677.51 | 12850.91 |
| 2012 | 565.38 | 642.97 | 581.75 | 926.04 | 848.01 | 1000.31 | 1440.24 | 1151.94 | 1237.78 | 866.01 | 865.02 | 670.56 | 10796.01 |
| 2013 | 616.99 | 671.05 | 645.27 | 975.32 | 1,049.04 | 1,249.35 | 944.16 | 951.65 | 1,058.15 | 785.76 | 592.98 | 469.93 | 10009.65 |
| 2014 | 475.55 | 470.88 | 507.96 | 653.04 | 920.21 | 1,041.43 | 1,157.15 | 978.54 | 953.20 | 558.14 | 550.55 | 417.07 | 8683.72 |
| 2015 | 554.03 | 282.77 | 520.21 | 624.18 | 758.14 | 800.23 | 985.58 | 863.21 | 1,068.91 | 639.91 | 478.42 | 448.68 | 8024.27 |
| 2016 | 456.11 | 302.09 | 482.13 | 615.67 | 708.66 | 828.42 | 1,071.60 | 820.33 | 623.25 | 460.13 | 368.12 | 305.64 | 7042.15 |
| 2017 | 389.78 | 306.60 | 440.10 | 639.30 | 654.47 | 838.50 | 1,049.46 | 698.97 | 675.47 | 504.34 | 369.98 | 684.50 | 7251.47 |
| 2018 | 422.34 | 332.74 | 345.80 | 670.09 | 971.05 | 975.33 | 966.38 | 858.30 | 871.28 | 451.67 | 438.60 | 355.77 | 7659.35 |
| 2019 | 393.08 | 359.27 | 350.49 | 565.35 | 639.70 | 890.80 | 994.24 | 830.84 | 887.72 | 711.06 | 476.89 | 347.64 | 7447.08 |
| 2020 | 336.09 | 374.53 | 311.89 | 657.80 | 838.33 | 1,080.68 | 1,158.21 | 1,069.16 | 1,120.70 | 917.05 | 479.84 | 350.70 | 8694.98 |
| 2021 | 414.83 | 317.62 | 365.17 | 767.91 | 768.47 | 825.78 | 709.15 | 954.68 | 597.34 | 740.70 | 354.75 | 355.25 | 7171.65 |
| 2022 | 367.25 | 360.67 | 349.75 | 693.40 | 752.88 | 1,174.27 | 944.39 | 940.34 | 746.92 | 652.02 | 422.08 | 417.17 | 7821.14 |
| 2023 | 415.22 | 425.35 | 388.23 | 673.31 | 718.62 | 934.58 | 1,252.39 | 1,033.06 | 956.03 | 1,031.98 | 452.53 | 368.91 | 8650.21 |
| 2024 | 384.41 | 379.02 | 475.27 | 574.00 | 915.24 | 1,068.20 | 887.98 | 1,089.86 | 980.43 | 700.51 | 677.08 | 451.04 | 8583.04 |
| 2025 | 393.36 | 439.02 | 443.56 | 631.97 | 810.03 | 944.17 | 735.05 | 1,006.97 | 787.84 | 729.49 | 607.11 | 440.70 | 7969.27 |
| 2026 | 395.13 | 394.09 | | | | | | | | | | | 789.22 |



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

# MUNICIPAL WATER SYSTEM
# METERS IN SERVICE

| YEAR | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **2002** | 10,385 | 10,398 | 10,360 | 10,396 | 10,485 | 10,486 | 10,492 | 10,479 | 10,512 | 10,468 | 10,448 | 10,534 |
| **2003** | 10,453 | 10,420 | 10,550 | 10,505 | 10,549 | 10,682 | 10,604 | 10,670 | 10,688 | 10,631 | 10,586 | 10,606 |
| **2004** | 10,608 | 10,541 | 10,617 | 10,624 | 10,627 | 10,678 | 10,700 | 10,730 | 10,671 | 10,672 | 10,684 | 10,597 |
| **2005** | 10,581 | 10,552 | 10,635 | 10,618 | 10,645 | 10,733 | 10,757 | 10,747 | 10,725 | 10,695 | 10,692 | 10,669 |
| **2006** | 10,676 | 10,669 | 10,663 | 10,704 | 10,687 | 10,759 | 10,720 | 10,746 | 10,739 | 10,711 | 10,670 | 10,645 |
| **2007** | 10,633 | 10,661 | 10,679 | 10,717 | 10,726 | 10,814 | 10,801 | 10,786 | 10,740 | 10,735 | 10,761 | 10,753 |
| **2008** | 10,804 | 10,784 | 10,809 | 10,826 | 10,836 | 10,880 | 10,861 | 10,875 | 10,820 | 10,758 | 10,713 | |
| **2009** | 10,747 | 10,881 | 11,126 | 11,179 | 11,156 | 11,232 | 11,160 | 11,184 | 11,158 | 11,169 | 11,182 | 11,107 |
| **2010** | 11,132 | 11,105 | 11,201 | 11,157 | 11,208 | 11,221 | 11,216 | 11,225 | 11,201 | 11,205 | 11,184 | 11,165 |
| **2011** | 11,271 | 11,292 | 11,256 | 11,270 | 11,281 | 11,349 | 11,331 | 11,333 | 11,327 | 11,300 | 11,267 | 11,224 |
| **2012** | 11,249 | 11,229 | 11,277 | 11,305 | 11,333 | 11,353 | 11,368 | 11,370 | 11,319 | 11,332 | 11,344 | 11,321 |
| **2013** | 11,290 | 11,361 | 11,415 | 11,405 | 11,412 | 11,450 | 11,488 | 11,527 | 11,507 | 11,478 | 11,482 | 11,442 |
| **2014** | 11,501 | 11,709 | 11,803 | 11,807 | 11,848 | 11,893 | 11,919 | 11,988 | 12,001 | 12,022 | 11,892 | 11,993 |
| **2015** | 11,865 | 11,871 | 11,916 | 12,014 | 11,957 | 12,153 | 12,062 | 12,087 | 12,020 | 11,968 | 11,825 | 11,978 |
| **2016** | 11,854 | 12,116 | 12,166 | 12,125 | 12,143 | 12,224 | 12,170 | 12,219 | 12,162 | 12,076 | 11,979 | 11,948 |
| **2017** | 12,053 | 12,014 | 12,173 | 12,213 | 12,173 | 12,223 | 12,205 | 12,376 | 12,213 | 12,300 | 12,204 | 12,288 |
| **2018** | 12,315 | 12,307 | 12,329 | 12,384 | 12,452 | 12,531 | 12,472 | 12,479 | 12,467 | 12,408 | 12,577 | 12,352 |
| **2019** | 12,440 | 12,386 | 12,556 | 12,508 | 12,653 | 12,656 | 12,698 | 12,827 | 12,644 | 12,804 | 12,708 | 12,653 |
| **2020** | 12,769 | 12,731 | 12,859 | 12,827 | 12,844 | 12,926 | 12,912 | 13,057 | 12,996 | 13,265 | 12,812 | 12,799 |
| **2021** | 12,830 | 12,920 | 12,945 | 13,205 | 13,026 | 13,162 | * | * | * | * | * | * |
| **2022** | * | * | * | * | * | * | * | * | * | * | * | 12,980 |
| **2023** | 12,572 | 12,604 | 12,610 | 12,646 | 12,627 | 12,676 | 12,706 | 12,717 | 12,723 | 12,736 | 12,773 | 12,815 |
| **2024** | 12,803 | 12,811 | 12,826 | 12,843 | 12,877 | 12,906 | 12,912 | 12,939 | 12,943 | 12,981 | 12,989 | 12,981 |
| **2025** | 12,995 | 13,008 | 13,022 | 13,066 | 13,045 | 13,097 | 13,091 | 13,113 | 13,123 | 13,150 | 13,165 | 13,147 |
| **2026** | 13,134 | 13,179 | | | | | | | | | | |

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

## AIRPORT WELLS
## WATER RIGHTS PUMPED
## ACRE FEET

**(61.24 Acre Ft. Available Per Year)**

| YEAR | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2012 | 0.59 | 0.62 | 1.08 | 0.83 | 1.83 | 3.64 | 2.31 | 3.67 | 2.27 | 2.01 | 1.67 | 1.87 | *22.41* |
| 2013 | 0.89 | 2.32 | 2.26 | 1.18 | 1.28 | 1.73 | 1.9 | 3.69 | 2.01 | 2.62 | 1.99 | 1.06 | *22.93* |
| 2014 | 1.86 | 0.73 | 1.04 | 1.55 | 0.66 | 0.20 | 3.17 | 0.96 | 0.37 | 1.89 | 0.80 | 0.61 | *13.84* |
| 2015 | 0.03 | 0.07 | 0.03 | 1.02 | 1.59 | 2.47 | 2.57 | 2.96 | 2.13 | 1.35 | 2.46 | 1.57 | *18.25* |
| 2016 | 1.14 | 2.21 | 3.25 | 3.48 | 2.43 | 1.45 | 0.064 | 0.031 | 0.002 | 0.016 | 0.00 | 0.058 | *14.13* |
| 2017 | 0.07 | 0 | 0.16 | 0.31 | 0 | 0.51 | 0.55 | 0.022 | 0.00 | 0 | 0.18 | 0.14 | *1.94* |
| 2018 | 0.00 | 0.07 | 0.06 | 0.082 | 0.303 | 0.00 | 0.002 | 0.002 | 0.002 | 0.002 | 0.001 | 0.002 | *0.53* |
| 2019 | 0.00 | 0.023 | 0.36 | 0.56 | 1.17 | 2.72 | 2.13 | 2.67 | 2.60 | 2.60 | 1.33 | 1.99 | *18.15* |
| 2020 | 0.48 | 1.04 | 0.49 | 1.47 | 0.61 | 1.37 | 0 | 0.99 | 1.55 | 2.03 | 0.46 | 0.35 | *10.84* |
| 2021 | 0.77 | 0.34 | 0.45 | 0.71 | 0.94 | 2.01 | 1 | 1.56 | 0.92 | 0.83 | 1.21 | 0.61 | *11.35* |
| 2022 | 0.89 | 0.62 | 0.95 | 0.27 | 0.21 | 0.33 | 0.9 | 0.08 | 0.12 | 0.01 | 0.03 | 0 | *4.41* |
| 2023 | 0.00 | 0.00 | 0.00 | 0.40 | 0.52 | 3.75 | 3.61 | 1.76 | 0.09 | 0.08 | 0.00 | 0.00 | *10.21* |
| 2024 | 0.58 | 0.03 | 0.00 | 0.05 | 0.00 | 0.07 | 0.01 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | *0.74* |
| 2025 | 0.00 | 0.00 | 0.00 | 0.04 | 0.00 | 0.00 | 0.00 | 0.00 | 0.01 | 0.00 | 0.00 | 0.00 | *0.05* |
| 2026 | 0.03 | 0.02 | | | | | | | | | | | *0.05* |

## AIRPORT WELLS
## WATER SOLD
## ACRE FEET

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2011 | 1.18 | 1.09 | 3.76 | 3.87 | 3.32 | 3.91 | 3.32 | 1.69 | 3.5 | 3.25 | 3.99 | 0.81 | *33.69* |
| 2012 | 2.36 | 2.65 | 3.77 | 3.84 | 1.27 | 3.02 | 2.66 | 4.22 | 2.62 | 2.3 | 2.65 | 1.28 | *32.64* |
| 2013 | 1.32 | 1.11 | 0.88 | 0.49 | 0.64 | 1.67 | 1.78 | 2.70 | 1.22 | 0.97 | 1.20 | 0.95 | *14.93* |
| 2014 | 1.15 | 0.05 | 1.51 | 0.82 | 0.07 | 0 | 0.44 | 0.27 | 0.01 | 0.02 | 0.01 | 0.01 | *4.36* |
| 2015 | 0.01 | 0 | 0 | 0 | 0 | 1.04 | 1.78 | 3.12 | 1.12 | 1.60 | 2.07 | 1.25 | *11.99* |
| 2016 | 1.4 | 2.14 | 2.86 | 3.35 | 2.18 | 1.22 | 0.04 | 0.03 | 0 | 0.02 | 0 | 0 | *13.235* |
| 2017 | 0 | 0 | 0.15 | 0 | 0 | 0.48 | 0.53 | 0.00 | 0 | 0.00 | 0.00 | 0 | *1.16* |
| 2018 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0.00 | 0.00 | 0 | *0* |
| 2019 | 0 | 0 | 0.33 | 0.052 | 0 | 0.031 | 0.031 | 0.00 | 0.37 | 0.29 | 0.51 | 0.08 | *1.694* |
| 2020 | 0.04 | 6.27 | 0.38 | 1.21 | 0.58 | 1.17 | 0.31 | 0.00 | 1.5 | 1.75 | 0.40 | 0.29 | *13.9* |
| 2021 | 0.84 | 0.17 | 0.42 | 0.73 | 0.92 | 1.9 | 1.36 | 1.26 | 1.17 | 0.64 | 0.95 | 0.79 | *11.15* |
| 2022 | * | * | * | * | * | * | * | * | * | * | * | * | *0* |
| 2023 | 0 | 0 | 0 | 0 | 0.73 | 0.55 | 1.35 | 3.70 | 0.95 | 0.15 | 0.00 | 0.00 | *7.43* |
| 2024 | 1.77 | 0.52 | 0 | 0.03 | 0 | 0.04 | 0.01 | 0.00 | 0 | 0.00 | 0.00 | 0.00 | *2.37* |
| 2025 | 0 | 0 | 0 | 0.04 | 0 | 0 | 0 | 0.00 | 0 | 0.00 | 0.00 | 0.00 | *0.04* |
| 2026 | 0 | 0 | | | | | | | | | | | *0* |

**Note: Water Sold Report is always one month behind.**

***no info available**

## WATER CUTOFFS

| YEAR | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2012 | | 227 | 231 | 299 | 198 | 270 | 216 | 274 | 219 | 504 | 293 | 408 | *3139* |
| 2013 | 260 | 309 | 321 | 438 | 267 | 362 | 267 | 315 | 236 | 254 | 362 | 291 | *3682* |
| 2014 | 343 | 360 | 433 | 239 | 353 | 185 | 363 | 399 | 288 | 373 | 484 | 307 | *4127* |
| 2015 | 397 | 254 | 252 | 355 | 256 | 273 | 299 | 303 | 266 | 307 | | 535 | *3497* |
| 2016 | 414 | 440 | 298 | 297 | 360 | 239 | 345 | 163 | 177 | 212 | 240 | 172 | *3357* |
| 2017 | 268 | 210 | 265 | 279 | 158 | 231 | 170 | 195 | 166 | 228 | 221 | 177 | *2568* |
| 2018 | 241 | 301 | 120 | 139 | 235 | 153 | 227 | 152 | 206 | 216 | 368 | 199 | *2557* |
| 2019 | 257 | 270 | 334 | 143 | 238 | 147 | 222 | 251 | 235 | 256 | 341 | 217 | *2911* |
| 2020 | 172 | 172 | 235 | 0 | 0 | 0 | 0 | 0 | 0 | 643 | 0 | 0 | *1222* |
| 2021 | 0 | 0 | 0 | 428 | 341 | 255 | 0 | 0 | 0 | 0 | 0 | 0 | *1024* |
| 2022 | 0 | 0 | 797 | 324 | 394 | 345 | 457 | 285 | 276 | 0 | 0 | 0 | *2878* |
| 2023 | 506 | 275 | 291 | 318 | 305 | 277 | 319 | 232 | 223 | 248 | 0 | 0 | *2994* |
| 2024 | 372 | 306 | 296 | 286 | 209 | 193 | 265 | 198 | 212 | 222 | 185 | 230 | *2974* |
| 2025 | 329 | 310 | 295 | 0 | 232 | 0 | 349 | 281 | 229 | 261 | 230 | 265 | *2781* |
| 2026 | 308 | 295 | | | | | | | | | | | *603* |

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

**(3 Acre Ft. Available Per Year)**

| YEAR | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **2013** | 0.05 | 0.03 | 0.12 | 0.16 | 0.18 | 0.28 | 0.21 | 0.32 | 0.16 | 0.20 | 0.08 | 0.05 | *1.84* |
| **2014** | 0.07 | 0.10 | 0.16 | 0.10 | 0.13 | 0.29 | 0.34 | 0.31 | 0.17 | 0.18 | 0.11 | 0.10 | *2.06* |
| **2015** | 0.08 | 0.07 | 0.12 | 0.12 | 0.11 | 0.12 | 0.12 | 0.26 | 0.21 | 0.12 | 0.08 | 0.09 | *1.50* |
| **2016** | 0.07 | 0.08 | 0.10 | 0.07 | 0.10 | 0.22 | 0.16 | 0.09 | 0.04 | 0.04 | 0.037 | 0.031 | *1.04* |
| **2017** | 0.009 | 0.01 | 0.03 | 0.02 | 0.04 | 0.10 | 0.04 | 0.055 | 0.046 | 0.05 | 0.03 | 0.034 | *0.47* |
| **2018** | 0.04 | 0.02 | 0.04 | 0.02 | 0.02 | 0.03 | 0.02 | 0.03 | 0.025 | 0.025 | 0.034 | 0.058 | *0.37* |
| **2019** | 0.061 | 0.05 | 0.06 | 0.05 | 0.03 | 0.03 | 0.01 | 0.02 | 0.02 | 0.02 | 0.086 | 0.080 | *0.51* |
| **2020** | 0.003 | 0.00 | 0 | 0 | 0.00 | 0.00 | 0.05 | 0.06 | 0.06 | 0.043 | 0.043 | 0.000 | *0.26* |
| **2021** | 0 | 0 | 0 | 0 | 0.00 | 0.03 | 0.02 | 0.02 | 0.09 | 0.03 | 0.02 | 0.04 | *0.25* |
| **2022** | 0.01 | 0.01 | 0.02 | 0.02 | 0.02 | 0.01 | 0.2 | 0.01 | 0.02 | 0.02 | 0.02 | 0.02 | *0.38* |
| **2023** | 0.01 | 0.02 | 0.02 | 0.02 | 0.02 | 0.06 | 0.02 | 0.02 | 0.02 | 0.02 | 0.02 | 0.01 | 0.01 | *0.25* |
| **2024** | 0.02 | 0.02 | 0.02 | 0.02 | 0.02 | 0.02 | 0.02 | 0.04 | 0.03 | 0.04 | 0.04 | 0.03 | *0.32* |
| **2025** | 0.02 | 0.02 | 0.02 | 0.02 | 0.02 | 0.02 | 0.02 | 0.02 | 0.02 | 0.02 | 0.03 | 0.01 | *0.24* |
| **2026** | 0.01 | 0.02 | | | | | | | | | | | *0.03* |

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

**(28.2 Acre Ft. Available Per Year)**

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **2012** | | | | | | | | | | | 10.75 | 0 | *10.75* |
| **2013** | 0.00 | 0.00 | 0.00 | 1.51 | 4.53 | 4.47 | 2.98 | 5.09 | 1.73 | 0.51 | 0.00 | 0.00 | *20.82* |
| **2014** | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 6.81 | 2.58 | 0.53 | 0.00 | 0.00 | 0.00 | *9.92* |
| **2015** | 0.00 | 0.00 | 0.07 | 2.68 | 2.84 | 1.93 | 1.13 | 2.72 | 4.71 | 1.47 | 2.17 | 0.26 | *19.98* |
| **2016** | 0.13 | 1.89 | 3.37 | 4.30 | 4.49 | 4.11 | 4.66 | 0.82 | 0.00 | 0.00 | 0.00 | 0.00 | *23.77* |
| **2017** | 0.00 | 0.00 | 2.60 | 3.92 | 3.87 | 3.63 | 4.18 | 2.97 | 0.33 | 0.00 | 0.00 | 1.38 | *22.88* |
| **2018** | 0.00 | 0.07 | 0.00 | 1.48 | 3.53 | 3.74 | 1.57 | 3.46 | 2.79 | 1.00 | 0.00 | 0.00 | *17.64* |
| **2019** | 0.00 | 0.00 | 0.04 | 2.56 | 4.36 | 4.57 | 2.72 | 4.60 | 3.06 | 1.04 | 0.28 | 0.00 | *23.23* |
| **2020** | 0.13 | 0.55 | 1.06 | 2.53 | 3.77 | 1.58 | 3.97 | 3.97 | 3.81 | 2.46 | 0.78 | 0.29 | *24.90* |
| **2021** | 0.0045 | 0.00 | 1.06 | 2.23 | 3.09 | 3.29 | 3.36 | 2.23 | 2.60 | 1.07 | 1.49 | 1.41 | *21.84* |
| **2022** | 0.03 | 0.00 | 0.31 | 1.88 | 3.20 | 3.74 | 3.45 | 2.60 | 2.30 | 0.64 | 0.47 | 0.70 | *19.32* |
| **2023** | 0.00 | 0.02 | 0.73 | 2.40 | 3.43 | 3.49 | 0.83 | 3.03 | 2.09 | 0.81 | 0.00 | 0.00 | *16.83* |
| **2024** | 0.31 | 1.04 | 1.20 | 1.64 | 3.48 | 2.63 | 3.42 | 3.34 | 1.33 | 1.21 | 0.41 | 0.21 | *20.22* |
| **2025** | 0.53 | 0.21 | 0.82 | 2.45 | 1.84 | 1.01 | 1.14 | 2.46 | 2.97 | 1.72 | 0.21 | 1.37 | *16.73* |
| **2026** | 0.00 | 0.00 | | | | | | | | | | | *0.00* |

## WOOD FARM WELLS

1,000,000 325850

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

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **2011** | 0.08 | 0.90 | 11.80 | 9.78 | 22.64 | 22.54 | 18.60 | 19.88 | 37.60 | 8.30 | 2.20 | 0.02 | 154.34 |
| **2012** | 0.00 | 4.81 | 9.11 | 11.16 | 11.79 | 18.76 | 10.00 | 11.69 | 15.24 | 1.89 | 0.05 | 0.64 | 95.13 |
| **2013** | 0.35 | 0.61 | 7.29 | 12.51 | 16.04 | 16.64 | 10.62 | 16.57 | 8.61 | 4.90 | 2.34 | 0.27 | *96.75* |
| **2014** | 1.36 | 1.79 | 6.64 | 10.62 | 16.04 | 22.07 | 21.01 | 13.50 | 3.31 | 4.42 | 0.12 | 0.25 | *101.13* |
| **2015** | 0.29 | 1.31 | 4.58 | 13.01 | 37.20 | 2.17 | 11.54 | 20.96 | 8.74 | 1.62 | 0.44 | 0.55 | *102.41* |
| **2016** | 0.27 | 2.67 | 14.42 | 13.03 | 22.09 | 30.57 | 33.17 | 15.94 | 8.18 | 15.31 | 1.38 | 1.44 | *158.47* |
| **2017** | 1.62 | 0.93 | 11.50 | 17.68 | 24.58 | 29.33 | 29.59 | 11.05 | 14.91 | 8.18 | 1.56 | 1.43 | *152.36* |
| **2018** | 5.02 | 3.40 | 12.61 | 15.47 | 26.22 | 28.31 | 27.69 | 24.12 | 34.65 | 5.79 | 11.50 | 1.96 | *196.74* |
| **2019** | 4.11 | 2.42 | 0.01 | 14.42 | 49.65 | 0.70 | 25.05 | 21.72 | 26.74 | 13.96 | 7.00 | 7.03 | *172.81* |
| **2020** | 1.14 | 3.17 | 12.31 | 28.72 | 29.58 | 30.38 | 32.01 | 27.83 | 27.48 | 11.13 | 10.67 | 5.49 | *219.91* |
| **2021** | 6.43 | 4.67 | 13.65 | 12.36 | 10.29 | 18.34 | 18.00 | 12.59 | 17.68 | 14.25 | 9.66 | 0.00 | *137.92* |
| **2022** | 1.30 | 2.77 | 10.51 | 18.12 | 17.91 | 21.45 | 25.31 | 19.20 | 11.97 | 11.94 | 10.19 | 5.43 | *156.10* |
| **2023** | 10.89 | 6.93 | 13.21 | 15.06 | 19.29 | 27.86 | 35.38 | 30.59 | 17.55 | 10.27 | 5.52 | 34.34 | *226.89* |
| **2024** | 4.29 | 7.87 | 10.12 | 14.43 | 25.54 | 24.23 | 22.29 | 26.53 | 18.45 | 19.86 | 13.03 | 6.83 | *193.47* |
| **2025** | 4.67 | 6.99 | 8.99 | 11.87 | 16.46 | 15.00 | 13.87 | 20.00 | 15.02 | 15.52 | 10.77 | 10.89 | *150.05* |
| **2026** | 8.25 | 4.79 | | | | | | | | | | | *13.04* |

# Water Department Summary
## Double Eagle Water System
## Feb-26
## Acre Ft.

**Production Figures:**

*Water:*

| | This Month | Previous Month | Year to Date | |
|---|---|---|---|---|
| Pumped from Double Eagle (Ac. Ft.) | 70.60 | 96.99 | 167.59 | |
| **Water Exported to Carlsbad Municipal System** | 0.00 | 0.00 | 0.00 | *meter failure |
| Water delivered to "Paying Livestock Water" Customers (Ac. Ft | 0.47 | 0.48 | 0.95 | |
| Water delivered to "Free Livestock Water" Customers (Ac. Ft.) | 0.48 | 0.75 | 1.23 | |
| Water sold to "Governmental Domestic Water" Customers (Ac. Ft.) | 0.15 | 0.18 | 0.33 | |
| Water sold "Commercial Domestic Water" Customers (Ac. Ft.) | 0.00 | 0.01 | 0.01 | |
| Water sold to "Industrial Water" customers (Ac. Ft.) | 4.65 | 4.39 | 9.04 | |
| Water delivered to WIPP (Ac. Ft.) | 1.65 | 1.18 | 2.83 | |
| | | | | |

*Wells:*

| | | | |
|---|---|---|---|
| Wells in Operation | 18 | 18 | |
| KWH consumed | 73,596 | 97,698 | 171,294 |
| Total No. of Wells | 23 | 23 | |
| Ogallala Aquifer Level at Hudson 1 | 131' | 131.8' | |
| Tatum Aquifer Level | 128' | 127.5' | |
| Meters in Service | 66 | 66 | |

**Distribution Figures:**

*Transmission Lines:*

| | | | |
|---|---|---|---|
| Line Extension (feet) | 0 | 0 | 0 |
| Line Replacement (feet) | 0 | 5 | 5 |
| Leaks (Main Lines) | 3 | 5 | 8 |
| Number of Isolating Valves Operated | 1 | 4 | 5 |
| Number of Pressure Reducing Valves Serviced | 2 | 6 | 8 |
| Number of Air Relief Valves Serviced | 0 | 1 | 1 |
| | | | |

***Remarks:***

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

Anthony Hernandez, Water Superintendent

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# Double Eagle Well Operation
## Feb-26

| Well | Status | Water Production | | | | Power Consumption | | | Motor Hours | | | Avg GPM |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Present Read | Previous Read | Water Pumped Gallons | Water Pumped Acre Ft. | Present Read | Previous Read | KWH | Current | Previous | Hours Run | |
| AMBASSADOR # 1 | Neptune/ Trident | | | | | | | | | | | off |
| AMBASSADOR # 4 | Well Inoperable | | | | | | | | | | | |
| AMBASSADOR # 3 | Well Inoperable | | | | | 13,860 | 13,691 | 169 | 3,648.6 | 3,648.6 | 0 | off |
| C-11 | McCrometer | 63,211,686 | 63,211,683 | 3 | 0.00 | 253,507 | 252,185 | 1,322 | 3,339.5 | 3,233.8 | 105.7 | |
| C-10 | McCrometer | 72,926,546 | 72,518,802 | 407,744 | 1.25 | 317,899 | 316,309 | 1,590 | 6,088.6 | 5,972.7 | 115.9 | |
| C-6 | Mc Crometer | 61,973,086 | 61,973,086 | 0 | 0.00 | 84,760 | 84,689 | 71 | 22,861.6 | 22,861.6 | 0 | 140 |
| CAPROCK # 19 | Mc Crometer Mag | 43,736,004 | 43,736,004 | 0 | 0.00 | 62,082 | 62,022 | 60 | 23,130.8 | 23,130.8 | 0 | 25 |
| CAPROCK # 13 | Mc Crometer | 248,295,780 | 242,481,200 | 5,814,580 | 17.84 | 525,820 | 514,069 | 11,751 | 39,121.2 | 38,472.8 | 648.4 | 140 |
| C-9 | McCrometer | 79,256,617 | 78,956,209 | 300,408 | 0.92 | 261,132 | 260,331 | 801 | 10,186.5 | 10,071.0 | 115.5 | |
| CAPROCK # 20 | Sensus/ Omni | 38,805,992 | 36,707,000 | 2,098,992 | 6.44 | 81,675 | 77,349 | 4,326 | 16,454.5 | 16,232.9 | 221.6 | 150 |
| CAPROCK # 10 | Mc Crometer | 18,573,377 | 18,572,443 | 934 | 0.00 | 68,331 | 68,246 | 85 | 941.3 | 941.3 | 0 | 90 |
| C-8 | McCrometer | 83,403,207 | 83,237,990 | 165,217 | 0.51 | 253,316 | 250,925 | 2,391 | 7,896.1 | 7,832.2 | 63.9 | |
| C-7 | McCrometer | 47,088,471 | 46,908,696 | 179,775 | 0.55 | 173,445 | 172,391 | 1,054 | 7,404.6 | 7,314.8 | 89.8 | |
| CAPROCK # 18 | Sensus/ Omni | 28,532,415 | 27,367,530 | 1,164,885 | 3.57 | 114,755 | 112,244 | 2,511 | 184.2 | 1.9 | 182.3 | 90 |
| CAPROCK # 6 | Neptune/ Trident | 10,392,794 | 10,253,760 | 139,034 | 0.43 | 114,138 | 113,729 | 409 | 30,619.2 | 30,603.3 | 15.9 | 105 |
| CAPROCK # 4 | McCrometer | 78,615,519 | 77,194,337 | 1,421,182 | 4.36 | 201,704 | 195,964 | 5,740 | 32,748.8 | 32,128.3 | 620.5 | 45 |
| CAPROCK # 1 | Mc Crometer | 59,525,702 | 59,258,406 | 267,296 | 0.82 | 215,499 | 214,651 | 848 | 29,107.3 | 28,982.2 | 125.1 | 30 |
| Frontier # 2 | Mc Crometer | 57,924,059 | 57,924,059 | 0 | 0.00 | 61,352 | 60,086 | 1,266 | 24,729.4 | 24,729.4 | 0 | 30 |
| Frontier # 1 | Sensus/ Omni | 44,245,770 | 41,672,545 | 2,573,225 | 7.90 | 114,085 | 107,785 | 6,300 | 38,378.2 | 37,755.6 | 622.6 | 50 |
| FRONTIER # 3 | Mc Crometer | 27,191,109 | 27,191,109 | 0 | 0.00 | 58,188 | 58,111 | 77 | 246.1 | 246.1 | 0 | 140 |
| C-2 | Mc Crometer | 10,335,310 | 9,536,597 | 798,713 | 2.45 | 69,210 | 67,553 | 1,657 | 1,213.8 | 1,149.6 | 64.2 | 160 |
| HUDSON # 1 | Octave | 62,333,236 | 62,333,236 | 0 | 0.00 | 342,107 | 341,071 | 1,036 | 18,555.0 | 18,555.0 | 0 | 130 |
| CAPROCK # 14 | Mc Crometer | 88,019,176 | 88,019,176 | 0 | 0.00 | 19,278 | 19,270 | 8 | 13,589.3 | 13,589.3 | 0 | 110 |
| CAPROCK # 15A | Mc Crometer | 10,231,443 | 9,809,651 | 421,792 | 1.29 | 28,377 | 27,356 | 1,021 | 11,221.5 | 11,173.9 | 47.6 | 130 |
| CAPROCK # 21 | Mc Crometer | 120,450,368 | 118,518,417 | 1,931,951 | 5.93 | 353,566 | 347,071 | 6,495 | 23,119.1 | 22,736.7 | 382.4 | 65 |
| C-1 | Mc Crometer | 55,512,841 | 50,192,059 | 5,320,782 | 16.33 | 231,267 | 220,133 | 11,134 | 23,903.7 | 23,275.1 | 628.6 | 110 |
| CAPROCK # 2 | Well Inoperable | | | | | | | | | | | |
| CAPROCK # 3 | Well Inoperable | | | | | | | | | | | |
| CAPROCK # 5 | Well Inoperable | | | | | | | | | | | |
| C-5 | Well Inoperable | | | | | | | | | | | |
| C-4 | Mc Crometer | | | | | | | | | | | |
| C-3 | Mc Crometer | | | | | | | | | | | |
| CAPROCK # 17 | Mc Crometer | | | | | | | | | | | 80 |
| CAPROCK # 16 | Mc Crometer | | | | | | | | | | | off |
| Boosters | | | 0 | 0 | 0.00 | 587,843 | 576,399 | 11,444 | 10999.9 | 10,999.9 | 0 | |
| 2 MG RESERVOIR | | | | | | 204 | 174 | 30 | | | | |
| Totals | | | | 23,006,513 | 70.60 | | | 73,596 | | | 4,050.0 | |

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

15

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

**7648 Acre Ft. Available Per Year**

| YEAR | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **2003** | 122.27 | 104.02 | 106.63 | 131.16 | 131.94 | 108.31 | 137.27 | 122.89 | 129.50 | 122.80 | 83.40 | 125.20 | *1,425.39* |
| **2004** | 94.10 | 99.14 | 108.96 | 88.59 | 85.29 | 104.91 | 80.47 | 96.62 | 108.99 | 99.07 | 84.00 | 132.98 | *1,183.12* |
| **2005** | 81.06 | 73.83 | 91.00 | 90.00 | 110.71 | 129.71 | 103.80 | 125.81 | 89.55 | 91.54 | 92.55 | 103.75 | *1,183.31* |
| **2006** | 99.66 | 92.01 | 109.29 | 75.35 | 137.85 | 132.18 | 86.22 | 98.53 | 96.51 | 96.88 | 103.45 | 82.69 | *1,210.62* |
| **2007** | 73.12 | 78.65 | 99.85 | 73.60 | 97.46 | 93.25 | 114.77 | 141.58 | 113.26 | 111.06 | 98.79 | 109.92 | *1,205.31* |
| **2008** | 108.28 | 117.41 | 93.89 | 110.54 | 91.87 | 107.59 | 103.60 | 134.80 | 114.37 | 126.79 | 119.45 | 139.80 | *1,368.39* |
| **2009** | 115.53 | 83.87 | 105.70 | 112.09 | 109.80 | 124.02 | 128.01 | 105.62 | 101.64 | 134.59 | 96.48 | 98.93 | *1,316.28* |
| **2010** | 98.23 | 113.03 | 134.55 | 139.75 | 121.56 | 152.79 | 139.33 | 180.08 | 160.27 | 158.58 | 167.75 | 151.88 | *1,717.80* |
| **2011** | 171.89 | 131.01 | 144.73 | 160.28 | 185.57 | 170.30 | 157.83 | 137.34 | 139.25 | 135.26 | 137.58 | 117.98 | *1,789.02* |
| **2012** | 112.77 | 108.16 | 110.15 | 110.62 | 111.76 | 186.92 | 141.80 | 163.02 | 72.61 | 134.45 | 161.72 | 175.64 | *1,589.62* |
| **2013** | 164.38 | 146.44 | 142.20 | 145.50 | 142.80 | 124.28 | 97.54 | 94.88 | 109.18 | 103.89 | 93.63 | 85.58 | *1,450.30* |
| **2014** | 85.93 | 86.42 | 87.69 | 97.98 | 125.16 | 108.77 | 144.13 | 120.58 | 98.47 | 114.24 | 102.38 | 107.72 | *1,279.47* |
| **2015** | 89.83 | 63.29 | 89.61 | 87.98 | 64.58 | 50.44 | 70.24 | 51.81 | 37.52 | 33.59 | 30.08 | 30.07 | *699.04* |
| **2016** | 30.64 | 38.22 | 36.18 | 26.75 | 28.85 | 34.75 | 32.22 | 33.35 | 23.61 | 26.72 | 29.06 | 31.03 | *371.38* |
| **2017** | 25.7 | 35.61 | 28.01 | 23.74 | 32.89 | 38.88 | 31.35 | 39.17 | 34.97 | 35.18 | 35.9 | 30.94 | *392.34* |
| **2018** | 40.13 | 23.75 | 34.02 | 35.14 | 39.33 | 42.3 | 31.46 | 43.72 | 38.41 | 37.23 | 35.01 | 31.7 | *432.20* |
| **2019** | 38.5 | 31.43 | 38.88 | 47.10 | 47.95 | 27.52 | 54.21 | 65.54 | 52.22 | 48.53 | 47.46 | 38.97 | *538.31* |
| **2020** | 33.11 | 23.96 | 37.75 | 38.84 | 68.02 | 54.59 | 77.21 | 59.61 | 62.09 | 51.36 | 93.76 | 34.66 | *634.96* |
| **2021** | 62.14 | 65.22 | 46.43 | 96.87 | 69.61 | 96.94 | 91.63 | 56.41 | 120.17 | 121.64 | 87.7 | 85.52 | *1,000.28* |
| **2022** | 68.37 | 81.29 | 92.93 | 110.89 | 112.75 | 115 | 78.14 | 79.49 | 131.9 | 119.22 | 93.76 | 138.36 | *1,222.10* |
| **2023** | 108.02 | 142.18 | 195.09 | 128.58 | 88.51 | 93.44 | 86.57 | 75.07 | 55.22 | 73.24 | 70.51 | 62.8 | *1,179.23* |
| **2024** | 66.48 | 43.37 | 49.18 | 69.18 | 51.52 | 63.67 | 62.94 | 123.19 | 98.03 | 100.9 | 77.15 | 58.82 | *864.43* |
| **2025** | 65.02 | 81.27 | 85.94 | 118.18 | 69.47 | 66.83 | 76.66 | 138.25 | 99.95 | 140.97 | 74.43 | 93.36 | *1,110.33* |
| **2026** | 96.99 | 70.60 | | | | | | | | | | | *167.59* |

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

| YEAR | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2003 | 103.16 | 118.81 | 92.16 | 100.16 | 106.02 | 121.98 | 117.48 | 118.48 | 96.98 | 96.27 | 117.92 | 65.14 | 1,255 |
| 2004 | 77.06 | 132.54 | 98.28 | 113.37 | 95.77 | 156.29 | 95.71 | 102.28 | 75.52 | 133.76 | 82.88 | 78.70 | 1,242 |
| 2005 | 95.53 | 53.68 | 62.88 | 76.56 | 70.95 | 68.86 | 107.91 | 88.42 | 76.59 | 66.83 | 88.31 | 60.69 | 917 |
| 2006 | 68.06 | 68.09 | 64.04 | 74.07 | 54.60 | 73.13 | 70.56 | 65.77 | 63.28 | 71.94 | 70.15 | 67.72 | 811 |
| 2007 | 63.47 | 71.20 | 43.33 | 64.06 | 81.36 | 83.03 | 80.18 | 72.46 | 89.35 | 38.88 | 49.77 | 115.89 | 853 |
| 2008 | 73.31 | 54.99 | 170.85 | 58.17 | 113.89 | 87.58 | 112.17 | 93.30 | 54.07 | 113.46 | 87.57 | 0.00 | 1,019 |
| 2009 | 133.68 | 134.89 | 193.91 | 128.57 | 124.42 | 147.29 | 149.87 | 144.41 | 403.39 | 204.34 | 216.64 | 205.47 | 2,187 |
| 2010 | 166.20 | 147.23 | 156.74 | 206.90 | 262.81 | 159.74 | 235.21 | 209.27 | 261.26 | 289.04 | 249.98 | 202.71 | 2,547 |
| 2011 | 273.88 | 296.83 | 197.17 | 305.62 | 293.17 | 356.46 | 306.39 | 341.59 | 373.96 | 299.28 | 332.79 | 115.34 | 3,492 |
| 2012 | 70.53 | 108.07 | 365.95 | 127.64 | 147.59 | 169.53 | 110.81 | 151.82 | 168.33 | 94.88 | 158.73 | 145.76 | 1,820 |
| 2013 | 304.62 | 105.90 | 114.03 | 89.49 | 91.59 | 72.45 | 66.60 | 67.58 | 58.66 | 52.40 | 62.94 | 49.32 | 1,136 |
| 2014 | 60.02 | 54.78 | 73.24 | 66.94 | 80.62 | 76.05 | 68.73 | 80.55 | 75.86 | 58.67 | 67.36 | 63.32 | 826 |
| 2015 | 59.07 | 47.81 | 31.75 | 28.16 | 38.17 | 18.94 | 17.79 | 19.48 | 17.51 | 11.21 | 9.04 | 8.54 | 307 |
| 2016 | 11.61 | 8.13 | 9.02 | 7.07 | 5.58 | 4.20 | 7.95 | 6.37 | 7.11 | 4.21 | 3.57 | 3.61 | 78 |
| 2017 | 4.28 | 4.14 | 3.55 | 4.95 | 3.85 | 8.38 | 7.79 | 4.46 | 4.83 | 3.69 | 4.76 | 7.98 | 63 |
| 2018 | 6.59 | 9.34 | 3.65 | 6.59 | 7.74 | 7.76 | 11.90 | 10.94 | 10.64 | 4.89 | 8.53 | 4.29 | 93 |
| 2019 | 8.82 | 6.04 | 3.21 | 5.81 | 9.53 | 6.98 | 9.20 | 9.01 | 13.52 | 11.29 | 9.57 | 11.67 | 105 |
| 2020 | 8.15 | 8.88 | 6.63 | 7.80 | 8.57 | 11.79 | 12.75 | 11.66 | 9.38 | 8.64 | 8.64 | 11.87 | 115 |
| 2021 | 4.34 | 2.25 | 8.89 | 9.73 | 16.09 | 8.99 | 13.45 | 7.96 | 8.14 | 6.35 | 18.20 | 7.44 | 111.83 |
| 2022 | 4.86 | 4.86 | 7.35 | 8.99 | 11.39 | 11.67 | 13.44 | 12.63 | 11.79 | 7.41 | 8.69 | 5.88 | 108.96 |
| 2023 | 9.35 | 7.06 | 7.84 | 10.60 | 8.74 | 9.70 | 13.87 | 13.02 | 14.00 | 10.60 | 7.83 | 6.68 | 119.29 |
| 2024 | 6.61 | 6.90 | 6.47 | 5.51 | 8.12 | 10.96 | 12.28 | 13.17 | 12.51 | 11.93 | 11.20 | 7.97 | 113.63 |
| 2025 | 6.16 | 7.35 | 7.50 | 7.32 | 7.94 | 11.27 | 17.59 | 11.23 | 14.31 | 11.04 | 11.19 | 10.05 | 122.95 |
| 2026 | 6.97 | 7.95 | | | | | | | | | | | 14.92 |

**Note: Free Stock Included**

**17**

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

# WASTEWATER TREATMENT PLANT REPORT
## February 2026

| Wastewater: | Current Month | Previous Month | Calendar Year to Date |
|---|---|---|---|
| Total Effluent Discharge to Pecos River (Acre Ft.) | 178.63 | 186.04 | 364.67 |
| Treated Reuse Delivered to Mun. Golf Course (Acre Ft.) | 17.29 | 3.77 | 21.06 |
| Treated Reuse Sold to Rockhouse Ranch (Acre Ft.) | 0.00 | 48.21 | 48.21 |
| WWTP Irrigation Meter (Acre Ft.) | 0.23 | 0.00 | 0.23 |
| **Total Reuse Pumped** | **17.52** | **51.98** | **69.50** |
| After Hours Control Panel Alarms | 3.00 | 0.00 | 3.00 |
| KWH Consumed 977x160= | 158,720 | 164480.00 | 323,200.00 |
| NPDES Permit Violations | 0.00 | 0.00 | 0.00 |
| Sodium Hyprochloride for Reuse (Gallons) | 40.00 | 0.00 | 40.00 |

| Septage Disposal Report: | | Current Month | Previous Month | Calendar Year to Date |
|---|---|---|---|---|
| Total Number of Loads | | 159 | 151 | 310 |
| | | | | |
| Taxed Gallons | 280799.00 x $.10 | $28,079.90 | 17,643.50 | 45,723.40 |
| Taxed Manifest Books / $30.00 | 1 x $30.00 | $30.00 | 210.00 | 240.00 |
| Subtotal | | $28,109.90 | 17,853.50 | 45,963.40 |
| 5% Tax | | $1,405.50 | 892.68 | 2,298.18 |
| Taxed Billing | | $29,515.40 | 18,746.18 | 48,261.58 |
| | | | | |
| Tax Exempt Gallons | 22650.00X .10 | $2,265.00 | 1,967.50 | 4,232.50 |
| Tax Exempt Manifest Books / $30.00 | 0x $30.00 | $0.00 | 0.00 | 0.00 |
| Taxed Exempt Billing | | $2,265.00 | 1,967.50 | 4,232.50 |
| | | | | |
| Total Billing | | $31,780.40 | 20,713.68 | 52,494.08 |

| Biosolids: | Current Month | Previous Month | Calendar Year to Date |
|---|---|---|---|
| Total Compost Produced (Cu. Yds.) | 0.00 | 0.00 | 0.00 |
| Amount of Sludge Sent to Compost Operation (Gals.) | 270920.00 | 325862.00 | 596,782.00 |

| Wastewater Discharge Characteristics: | | Previous Month | Permit Limit |
|---|---|---|---|
| Average Biochemical Oxygen Demand (Lbs./Day) | 44.78 | 47.86 | 293.00 |
| Average Total Suspended Solids (Lbs./Day) | 57.20 | 70.00 | 1,051.00 |
| Average Flow (Million Gallons/Day) | 2.08 | 1.96 | NA |
| E.Coli (30 Day Avg.) | 1.16 | 1.16 | 126.00 |

***Remarks:***

Matthew E. Warner

***Matthew E. Warner, WW Superintendent***

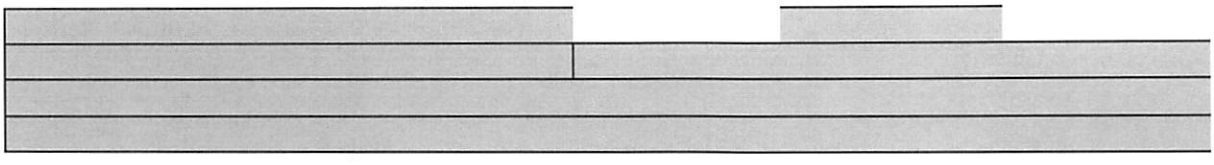
# SEWER COLLECTIONS REPORT
## Feb 26

***Collection Lines:***

| | This Month | Previous Month | Calendar Year to Date |
|---|---|---|---|
| **Total Mileage of Main Line in System** | | | **139** |
| Line Extension (Ft.) | 0 | 0 | 0 |
| Line Replacement (Ft.) | 5 | 0 | 5 |
| Repairs on Main Lines | 2 | 0 | 2 |
| Main Line Stoppages | 1 | 7 | 8 |
| Number of Manholes and Cleanouts | 0 | 0 | 0 |
| Manholes Flushed | 0 | 0 | 0 |
| Manholes Repaired | 2 | 0 | 2 |
| Customer Service Repairs | 0 | 0 | 0 |
| Customer Complaints, All Other | 6 | 2 | 8 |
| Carlsbad Line Location Service | 0 | 0 | 0 |
| Double Eagle Line Location Service | 0 | 0 | 0 |
| Ft. Sewer Liner Cleaned/Rodded | 3,400 | 9,000 | 12,400 |
| Sewer Tap Inspections | 0 | 0 | 0 |
| Total No. of Customer Services | 0 | 0 | 0 |
| Total No. of New Cust. Services Installed | 0 | 0 | 0 |

***Lift Stations:***

| | | | |
|---|---|---|---|
| **Total in Service** | | | |
| Number of After-Hour Control Panel Alarms | 28 | 17 | 45 |
| Number of Repairs | 0 | 0 | 0 |
| KWH Consumed, Primary Lift Station | 44,320 | 50,560 | 94,880 |
| KWH Consumed, All Other Lift Stations | 9,615 | 11,773 | 21,388 |



Anthony Hernandez, Water Superintendent

# EFFLUENT DISCHARGE TO PECOS RIVER
# ACRE / FEET

| YEAR | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2000 | 275.31 | 248.42 | 260.88 | 233.80 | 316.16 | 282.37 | 276.77 | 278.69 | 311.94 | 258.03 | 349.52 | 325.73 | *3,417.62* |
| 2001 | 272.21 | 204.60 | 217.67 | 191.40 | 142.09 | 236.98 | 244.68 | 224.77 | 225.64 | 195.79 | 254.84 | 265.78 | *2,676.45* |
| 2002 | 266.35 | 232.01 | 263.62 | 256.99 | 225.81 | 190.74 | 250.02 | 214.79 | 206.30 | 244.07 | 207.28 | 239.84 | *2,797.82* |
| 2003 | 195.98 | 143.44 | 168.79 | 155.94 | 169.64 | 151.16 | 185.64 | 183.40 | 174.65 | 209.24 | 209.88 | 236.34 | *2,184.10* |
| 2004 | 232.32 | 213.56 | 223.88 | 291.51 | 274.82 | 213.81 | 209.05 | 186.17 | 199.53 | 241.73 | 280.59 | 208.26 | *2,775.23* |
| 2005 | 184.13 | 164.12 | 178.11 | 168.66 | 206.41 | 168.17 | 167.37 | 181.58 | 157.77 | 173.60 | 147.12 | 169.92 | *2,066.96* |
| 2006 | 141.87 | 127.02 | 172.99 | 140.40 | 140.92 | 169.70 | 174.86 | 188.76 | 197.39 | 185.97 | 178.88 | 182.23 | *2,000.99* |
| 2007 | 175.29 | 153.32 | 169.55 | 166.88 | 207.94 | 153.26 | 271.96 | 303.14 | 316.00 | 351.48 | 364.76 | 305.84 | *2,939.42* |
| 2008 | 259.44 | 239.22 | 252.53 | 246.40 | 228.69 | 180.08 | 206.35 | 210.09 | 240.35 | 261.89 | 258.89 | 171.21 | *2,755.14* |
| 2009 | 358.99 | 231.11 | 189.22 | 175.11 | 196.47 | 196.37 | 167.43 | 158.99 | 147.30 | 182.56 | 165.29 | 186.18 | *2,355.02* |
| 2010 | 179.80 | 164.40 | 171.85 | 172.47 | 136.28 | 138.37 | 220.04 | 174.07 | 196.08 | 190.49 | 192.02 | 181.35 | *2,117.22* |
| 2011 | 177.75 | 161.00 | 153.44 | 128.22 | 131.87 | 132.52 | 140.71 | 144.86 | 149.98 | 149.77 | 158.14 | 176.47 | *1,804.73* |
| 2012 | 177.26 | 133.35 | 158.96 | 132.17 | 197.54 | 139.17 | 163.09 | 149.43 | 143.97 | 124.39 | 140.86 | 183.20 | *1,843.39* |
| 2013 | 174.54 | 155.21 | 161.36 | 131.65 | 121.07 | 133.60 | 175.46 | 164.14 | 177.28 | 206.07 | 240.30 | 209.81 | *2,050.49* |
| 2014 | 210.63 | 150.47 | 156.04 | 153.06 | 160.67 | 157.52 | 218.21 | 280.09 | 284.34 | 255.76 | 244.57 | 224.53 | *2,495.89* |
| 2015 | 251.82 | 212.71 | 212.94 | 169.98 | 208.69 | 201.13 | 216.44 | 237.77 | 198.80 | 221.07 | 202.61 | 233.28 | *2,567.24* |
| 2016 | 250.84 | 215.81 | 203.86 | 199.36 | 220.94 | 213.33 | 202.97 | 238.61 | 251.05 | 230.03 | 217.11 | 202.17 | *2,646.08* |
| 2017 | 226.02 | 195.23 | 190.92 | 172.18 | 121.62 | 114.39 | 132.83 | 166.44 | 166.80 | 172.02 | 164.66 | 171.59 | *1,994.70* |
| 2018 | 180.72 | 134.33 | 132.78 | 116.31 | 115.83 | 119.59 | 129.91 | 152.77 | 160.73 | 184.72 | 166.96 | 175.48 | *1,770.13* |
| 2019 | 187.77 | 147.18 | 151.39 | 141.14 | 122.93 | 147.25 | 156.34 | 163.47 | 171.70 | 196.57 | 190.31 | 181.66 | *1,957.71* |
| 2020 | 171.87 | 152.55 | 144.74 | 108.70 | 129.17 | 128.14 | 127.36 | 133.91 | 137.49 | 147.44 | 150.85 | 168.11 | *1,700.33* |
| 2021 | 176.88 | 166.70 | 155.81 | 141.66 | 147.77 | 138.68 | 213.38 | 233.23 | 213.59 | 229.06 | 205.63 | 201.46 | *2,223.85* |
| 2022 | 215.85 | 180.58 | 165.29 | 88.93 | 133.36 | 132.40 | 154.29 | 155.42 | 159.82 | 200.87 | 194.49 | 193.65 | *1,974.95* |
| 2023 | 195.33 | 175.90 | 127.53 | 162.53 | 166.59 | 105.31 | 32.91 | 101.38 | 64.63 | 215.46 | 212.03 | 193.65 | *1,753.25* |
| 2024 | 72.18 | 28.76 | 55.80 | 93.47 | 16.25 | 40.56 | 161.56 | 151.24 | 187.60 | 214.54 | 240.34 | 244.17 | *1,506.47* |
| 2025 | 114.35 | 155.05 | 167.87 | 109.21 | 91.88 | 58.64 | 93.15 | 145.00 | 233.85 | 198.00 | 212.26 | 233.17 | *1,812.43* |
| 2026 | 186.04 | 178.63 | | | | | | | | | | | *364.67* |

# EFFLUENT REUSE
## ACRE / FEET

| YEAR | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **2000** | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | *0.00* |
| **2001** | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | *0.00* |
| **2002** | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | *0.00* |
| **2003** | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | *0.00* |
| **2004** | 18.94 | 15.45 | 17.52 | 25.36 | 40.46 | 43.55 | 50.58 | 38.81 | 31.31 | 20.14 | 7.82 | 8.08 | *318.02* |
| **2005** | 6.96 | 5.99 | 14.35 | 35.49 | 31.91 | 43.54 | 45.14 | 30.45 | 37.52 | 25.95 | 25.12 | 20.74 | *323.16* |
| **2006** | 22.68 | 22.17 | 23.21 | 37.40 | 49.95 | 99.47 | 207.81 | 72.92 | 23.20 | 34.28 | 20.50 | 17.75 | *631.34* |
| **2007** | 13.63 | 13.91 | 24.14 | 31.79 | 27.52 | 49.34 | 36.59 | 38.53 | 32.68 | 25.42 | 12.77 | 13.64 | *319.96* |
| **2008** | 15.06 | 20.54 | 21.83 | 41.29 | 46.49 | 48.50 | 35.56 | 40.95 | 22.85 | 38.63 | 26.92 | 7.18 | *365.80* |
| **2009** | 16.77 | 20.71 | 26.54 | 40.51 | 39.84 | 41.08 | 44.08 | 51.38 | 49.33 | 43.70 | 27.62 | 11.71 | *413.27* |
| **2010** | 16.58 | 8.89 | 23.08 | 31.79 | 62.07 | 61.63 | 15.10 | 49.33 | 28.02 | 29.55 | 21.36 | 18.51 | *365.91* |
| **2011** | 14.69 | 8.13 | 38.05 | 54.54 | 56.44 | 52.72 | 55.45 | 50.42 | 49.73 | 44.67 | 23.78 | 7.38 | *456.00* |
| **2012** | 5.82 | 10.40 | 24.91 | 46.25 | 37.18 | 50.67 | 42.51 | 59.86 | 50.03 | 26.67 | 15.56 | 8.15 | *378.01* |
| **2013** | 8.68 | 7.48 | 21.68 | 38.81 | 58.76 | 53.68 | 37.15 | 36.50 | 21.42 | 29.52 | 12.20 | 14.36 | *340.24* |
| **2014** | 19.88 | 23.44 | 34.05 | 32.20 | 47.27 | 54.26 | 67.18 | 45.85 | 21.00 | 32.05 | 19.69 | 28.04 | *424.91* |
| **2015** | 7.33 | 13.31 | 21.93 | 47.89 | 49.49 | 75.50 | 63.51 | 46.70 | 44.23 | 16.48 | 17.41 | 12.08 | *415.86* |
| **2016** | 7.43 | 17.65 | 41.85 | 42.00 | 37.41 | 34.82 | 53.26 | 35.94 | 29.90 | 29.75 | 21.56 | 18.97 | *370.54* |
| **2017** | 10.85 | 15.78 | 32.93 | 38.92 | 58.76 | 70.39 | 69.88 | 42.35 | 41.26 | 32.46 | 17.40 | 10.48 | *441.46* |
| **2018** | 25.29 | 45.73 | 62.15 | 81.04 | 88.81 | 83.84 | 93.81 | 74.15 | 55.54 | 42.74 | 34.22 | 15.62 | *702.94* |
| **2019** | 18.09 | 35.37 | 50.54 | 63.17 | 87.76 | 78.14 | 89.60 | 85.06 | 68.66 | 48.29 | 26.89 | 27.94 | *679.51* |
| **2020** | 28.16 | 29.07 | 40.67 | 66.70 | 70.90 | 67.84 | 77.07 | 74.77 | 58.73 | 42.58 | 23.60 | 10.88 | *590.97* |
| **2021** | 7.76 | 6.75 | 44.46 | 41.16 | 47.64 | 63.50 | 37.20 | 40.37 | 10.15 | 33.27 | 30.33 | 13.21 | *375.80* |
| **2022** | 6.81 | 14.04 | 38.29 | 48.19 | 67.72 | 82.38 | 70.77 | 77.47 | 75.39 | 27.51 | 15.31 | 14.71 | *538.59* |
| **2023** | 12.63 | 10.61 | 83.36 | 56.85 | 58.04 | 127.63 | 177.03 | 111.88 | 140.74 | 1.90 | 29.15 | 29.41 | *839.23* |
| **2024** | 76.73 | 133.77 | 117.15 | 76.28 | 191.34 | 168.34 | 60.29 | 72.52 | 38.05 | 28.83 | 17.83 | 2.39 | *983.52* |
| **2025** | 102.73 | 54.99 | 63.55 | 115.15 | 157.26 | 99.42 | 58.32 | 76.66 | 36.55 | 40.04 | 18.26 | 13.51 | *836.44* |
| **2026** | 51.98 | 17.52 | | | | | | | | | | | *69.50* |

Richard D. Lopez, Mayor

# CITY OF CARLSBAD

## INTER-OFFICE MEMORANDUM

April 6, 2026

TO: Council Members

FROM: Mayor Lopez

RE: Board, Commission, and Committee Appointments

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

**Historic Preservation Advisory Board**
Appoint: Marsha Doss – **2 Year Term**

# ORDINANCE NO. 2026-____

AN ORDINANCE REZONING PART OF “C-2” COMMERCIAL 2 DISTRICT TO “R-1” RESIDENTIAL 1 DISTRICT FOR APPROXIMATELY 0.28 ACRES, LOCATED AT 2305 W. JACKSON STREET, LEGALLY DESCRIBED AS TRACT 2, JACKSON REPLAT SUBDIVISION, PURSUANT TO SECTION 3-21-1 ET. SEQ. NMSA 1978 AND SECTIONS 56-150(B) AND 56-140(I), CARLSBAD CODE OF ORDINANCES.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CARLSBAD, EDDY COUNTY, NEW MEXICO, that:

The official zoning map of the City is hereby amended to rezone part of "C-2" Commercial 2 District to "R-1" Residential 1 District, for approximately 0.28 acres, located at 2305 W. Jackson St., legally described as:

TRACT 2, JACKSON REPLAT SUBDIVISION

INTRODUCED, PASSED, ADOPTED AND APPROVED this 12th day of May, 2026.

_____
RICHARD D. LOPEZ, MAYOR

ATTEST:

_____
CITY CLERK

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

Council Meeting Date: April 14, 2026

| **DEPARTMENT**: Executive | **BY**: Ken Ahrens | **DATE**: 03/31/2026 |
|---|---|---|

**SUBJECT**:
Consider Approval of request by Milton's Brewing to serve alcohol (beer & wine) on City streets during the "Downtown Lions Block Party"

**BACKGROUND, ANALYSIS AND IMPACT**: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)
Milton's Brewing wishes to host a "Downtown Lions Block Party" on Friday, May 1, 2026. The event will be from 4:00 pm to 11:00 pm along the 200 block of Mermod St. in front of the Milton's storefront. As part of the event, Milton's Brewing plans to expand their alcohol serving area into Mermod St. during the festivities. The serving area will be set up by a licensed alcohol server and will be fenced off from other event areas. Alcohol will be served from 4:00 pm to 10:00 pm. The serving area will have one controlled entrance for attendees, and security will be provided at the serving area entrance and roaming throughout the event area. All entrants to the serving area 21 years or older will be given a bracelet to wear as a requirement to purchase alcohol within the event. All designated drivers that enter the event area will be given a different bracelet as identification. No alcohol will be allowed to be taken out of the designated serving area.

**DEPARTMENT RECOMMENDATION**:
If it is the will of the Council, City staff recommends approval of the request with the following requirements.

1. The alcohol server obtain all required licenses and permits;
2. Milton's Brewing comply with all laws, rules, regulations, requirements and restrictions for service at the location (to include fencing of service area, carding of customers, and providing appropriate security);
3. Milton's Brewing shall name the City of Carlsbad as an Additional Insured on their general liability insurance and liquor server insurance in an amount to be approved by the City Manager.

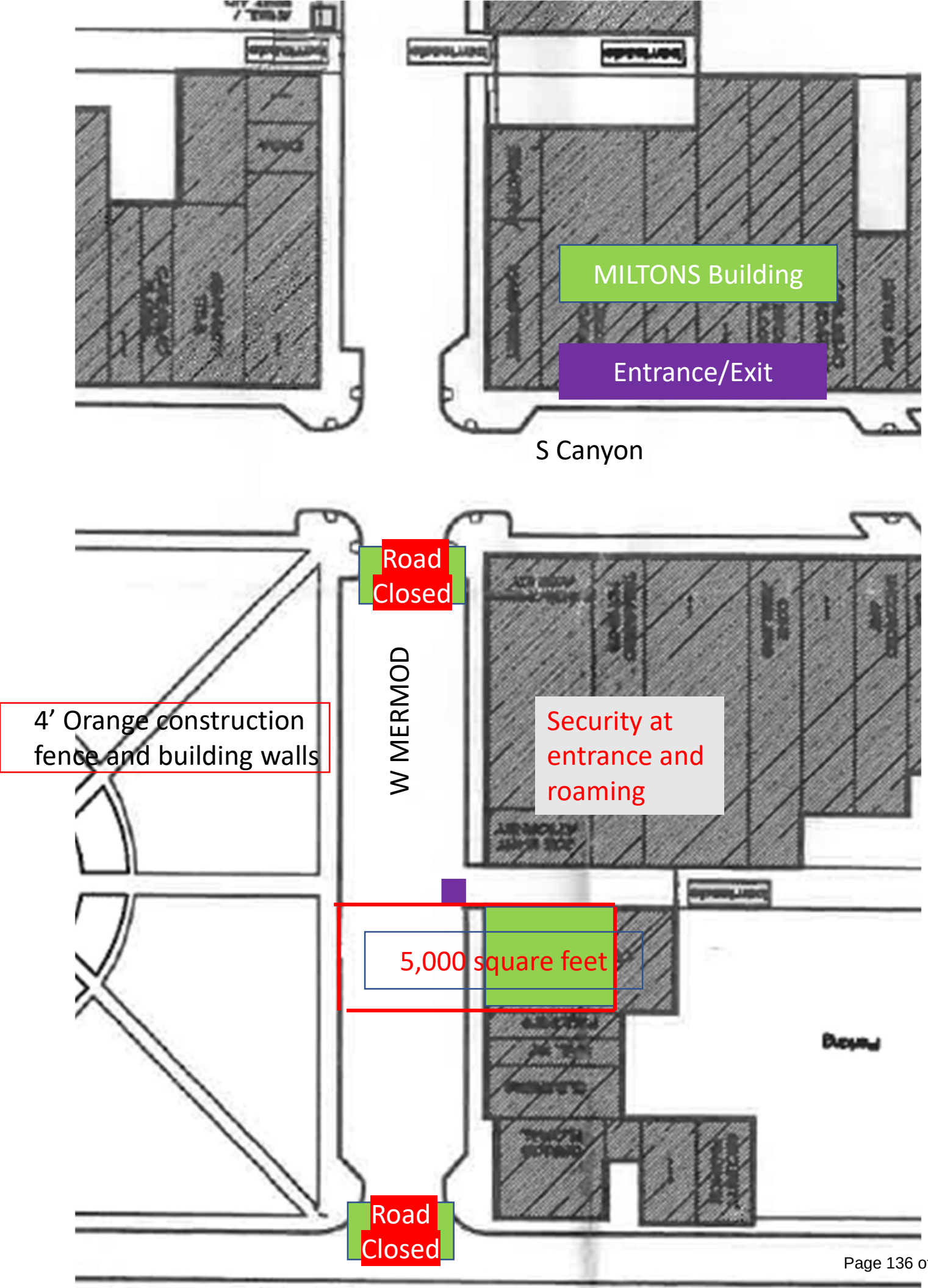
**BOARD/COMMISSION/COMMITTEE ACTION**:
-

**Reviewed by**:

| City Manager: Wendy D Austin | Date: April 9, 2026 |
|---|---|

**Attachments**:
1. Miltons Map

2. 5-1-2026 - Street Closure - Downtown Lions Block Party
3. ABC_PrintApplicationPDF


MILTONS Building
Entrance/Exit
S Canyon
Road Closed
W MERMOD
4’ Orange construction fence and building walls
Security at entrance and roaming
5,000 square feet
Road Closed

# CITY OF CARLSBAD
# FACILITY REQUEST FORM

***Request for Facility Use: (Check One)***

| | | |
|---|---|---|
| ☐ Beach Bandshell/Pavilion | ☐ Ray Anaya San Jose Plaza | ☐ MLK Pavilion/Park |
| ☐ Fifth Street Park | ☐ North Water Park Front | ☐ Veterans' Park/Pavilion |
| ☐ Troy Young Park | ☐ Disc Golf Course | ☐ Pickleball Courts |
| ☐ Beach Gazebo | ☐ Other *(Please Specify):* | ■ Street Closures *(Please Specify):* Mermod St 200 block |

**EVENT INFORMATION**

Event Title: Downtown Lions Block Party

Start Date: 05/01/2026 End Date: 05/01/2026

Set-Up Time: 4:00 a.m. Teardown Time: 10:00 p.m.

Briefly describe the event/purpose of the event: Block party for Downtown Lions

**CONTACT INFORMATION**

Organization (If applicable): Carlsbad Downtown Lions

Primary Contact: Frankie Davis Phone Number: 575-706-4923

Email Address: lionfrankied@gmail.com

**ADDITIONAL INFO/REQUESTS:**

| | |
|---|---|
| ☑ Trash Rollouts<br>Number of Rollouts Requested: 6 | ☐ Electrical Pedestals (Beach Bandshell/Pavilion)<br>Number of Pedestals requested: |
| ☐ Barricades | ☑ Street Closures *(Provide map or explanation of street closure)* |
| ☑ Other: Metal Stantions | |

**Parks & Public Spaces**

**City of Carlsbad**
**Office of the Mayor**
**Communication Specialist**
**Attention: Valeria Bannister**
**P.O. Box 1569**
**Carlsbad, NM 88221**
**(575) 887-1191**
**vabannister@cityofcarlsbadnm.com**

**FOR OFFICE USE ONLY:**
APPROVED BY:
Coordinator: Valeria Bannister
Date: 2/10/26
City Manager:
Date: 2-10-2026

The FACILITY has been provided for special community events and entertainment for those enjoying its recreation area.

Approval for use of the FACILITY will be contingent on observance of the following guidelines:

1. No loud activities or activities that may disturb the surrounding residents.
2. Due to city water restrictions, there are no water hookups. Water slides are not allowed.
3. Activities must conclude by 10:00 p.m.
4. Sales or solicitations in connection with presentations are not permitted.
5. It is illegal to possess or consume alcoholic beverages in City Parks.
6. Use of the FACILITY should not interfere with the use of the rest of the park area by others.
7. Persons or groups using the FACILITY must provide responsible supervision.
8. Persons or groups using the FACILITY shall be responsible for damage to or loss of city facilities and equipment.
9. The FACILITY is to be used for special events and not for regularly scheduled meetings or programs.
10. The persons reserving the FACILITY will be responsible for cleaning the FACILITY and the surrounding area. All trash must be disposed of properly.
11. Requests for reservations of the FACILITY should be made far enough in advance to allow proper scheduling of the facility. The FACILITY cannot be reserved more than one (1) year in advance.
12. No vehicles allowed on the grass in public park areas.
13. Do not leave fires or burning coals in the grills.
14. Do not mail, tape, glue, hang, or otherwise attach items to the building
15. No pets are allowed in the park.

***Release of Liability***

The City shall not be responsible for any personal injury, death, or property loss or damage to the persons or entities using the facilities, their agents, employees, officers, representatives, assigns, customers, patrons, guests, or invitees arising from any cause or causes whatsoever. In consideration for the use of the City facilities named above, I do, for myself, the organization I represent, my heirs, executors, and administrator, hereby release and discharge the City of Carlsbad, its officers, directors, employees, and agents from all manner of claims, liabilities, obligations, causes of action, damages, suits, losses, and expenses of every kind, which I and/or the organization I represent have now or hereinafter and which are associated, in any manner, with this Permit, the use of the facilities, or the event listed above. Additionally, I and the organization I represent shall save, indemnify, and hold harmless the City, its officers, directors, employees, and agents from and against any and all claims, liabilities, obligations, causes of action, damages, suits, losses, and expenses of every kind, together with any attorneys' fees and litigation costs, made by or on behalf of any person or entity arising out of or in any manner associated with this Permit, the use of the facilities, or the event listed above.

**I certify that I have read and understand the facility rules and regulations, and I (and my organization, if applicable) agree to abide by any and all conditions set forth therein.**



Applicant Signature

02/09/2026

Date




CARLSBAD DOWNTOWN LIONS CLUB BLOCK PARTY

# Alcoholic Beverage Control Division
# Public Celebration Permit Intake Application
# Application Number: PAR-0000394089

## License Holder Information

**Business Name (DBA):** MILTON'S BREWERY, LLC
**Business Mailing Address:** P.O. Box 3275,Carlsbad,NM,US,88220
**Business Phone:** 5754909244
**Business Email:** miltonsbrewing@gmail.com

**License Number:** SBL-000075
**License Type:** Small Brewer
**License Expiry Date:** 02/28/2026

## Event Information

**Event Name:** Downtown Lions Block PArt
**Event Venue:** Both
**Event Start Date:** 05/01/2026
**Event End Date:** 05/01/2026
**No of Days of Event:** 1
**Does this event allow guests of all ages:** Yes
**Will wristbands be used to assist in identifying attendees 21 years of age and older:** Yes
**Event Description:** Event to raise Money for downtown Lions

## Event Physical Address

**Event Street:** Mermod
**Event City:** Carlsbad
**Event Zip Code:** 88220
**Event State:** NM
**Event County:** Eddy
**Event Local Option District:** Carlsbad

## Event Date/Hours

**Date of Event:** 05/01/2026
**Time Event Begins:** 4:00 PM
**Time Event Ends:** 11:00 PM
**Time of Alcohol Service: Begins at:** 4:00 PM
**Ends at:** 10:00 PM
**Total No. of Attendees Expected at Event:** 300
**Total No. of Attendees Expected to Consume Alcohol:** 150

## Sponsor Information

**Event Sponsor Name (Event Organizer):** Carlsbad Downtown Lions
**Event Sponsor Contact Person:** Frankie Davis
**Event Sponsor Contact Email:** lionfrankied@gmail.com
**Event Sponsor Contact Phone:** 5757064923

## Security Information

**Security Type:** Alcohol Server Certified Personnel
**Number of Security Guards at Event:** 2

NOTE: LICENSEE'S EMPLOYEE(S) ASSIGNED TO WORK SECURITY, MUST WORK THIS EXCLUSIVELY AND MAY NOT SERVE AT THE EVENT.

**Alcoholic Beverage Control Division**

**Public Celebration Permit Intake Application**

**Application Number: PAR-0000394089**

## Server Information

| First Name | Last Name | Has Server Permit | Server Permit Number | Permit Expiry Date |
|---|---|---|---|---|
| Macy | Taylor | Yes | S150049 | 05/20/2028 |
| Joseph | Underwood | Yes | S141092 | 05/13/2027 |
| Alyssa | Gutierrez | Yes | S098808 | 02/13/2026 |
| Lucas | Middleton | Yes | S026710 | 05/09/2028 |

## License Holder and Server Certification

I Lucas Middleton (Licensee) hereby certify this application is signed by Licensee or authorized person under this License. I further certify that all persons providing the service of alcoholic beverages at the Event are currently Server Certified, that they are all my employees, and that ALL the information in this Application and the Attachments, is true and correct. Licensee Agrees that if any statements or representations herein are found to be false, the Director may refuse to issue additional permits. I understand that all fees submitted are non-refundable.

**Licensee Name: (print)** Lucas Middleton

**Signature:** _____ **Date:** 2/9/26

## Local Governing Body Approval

**Print Name:** _____ **Title:** _____

**Signature:** _____ **Date:** _____

**Phone No.:** _____ **Fax:** _____

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

Council Meeting Date: April 14, 2026

| **DEPARTMENT**: Grants | **BY**: Angie Barrios-Testa | **DATE**: 04/07/2026 |
|---|---|---|

**SUBJECT**:
Consider Approval to accept the FY26 Firefighter Recruitment Equipment Reimbursement Grant Award from the New Mexico Department of Finance and Administration Local Government Division for the Carlsbad Fire Department

**BACKGROUND, ANALYSIS AND IMPACT**: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)
In January 2026, the New Mexico Department of Finance and Administration, Local Government Division, opened the FY26 Firefighter Equipment Reimbursement Application, with an extended deadline of January 30, 2026. The purpose of this program is to allow fire departments to request reimbursement for equipment purchased to support newly hired recruits, up to $35,000 per recruit.

The Carlsbad Fire Department applied for a total of $129,648.92 to reimburse equipment purchases for 18 eligible new hires between May and August 2026. The application also included a request for a laundry unit to support post-incident decontamination in the amount of $19,471.00. The grant application was submitted on January 27, 2026.

On March 30, 2026, the City was notified that the application was fully funded in the amount of $149,119.92, as requested. By accepting this award, the City agrees to comply with all terms and conditions outlined in the grant agreement. The attached agreement is a draft; however, it will be routed for electronic DocuSign once approved by City Council.

**DEPARTMENT RECOMMENDATION**:
Staff recommends acceptance of the FY26 Firefighter Recruitment Equipment Reimbursement Grant award from the New Mexico Department of Finance and Administration, Local Government Division, and requests authorization for the Mayor and/or his designee to execute the electronic grant agreement and related documents.

**BOARD/COMMISSION/COMMITTEE ACTION**:
-

**Reviewed by**:

| City Manager: Wendy D Austin | Date: April 9, 2026 |
|---|---|

**Attachments**:
1. FFRF Equipment Award Letters - Carlsbad
2. Carlsbad Application_Final Submission
3. Carlsbad FFRF Equipment Reimbursement MOU - draft

New Mexico
Department *of* Finance
and Administration

March 30, 2026

John Majerus
Carlsbad Fire Department
401 S. Halagueno ST
Carlsbad, NM 88220

RE: LGD – Firefighter Recruitment Equipment Reimbursement Grant
Reimbursement for approved equipment based on submitted invoices, with additional estimated funding for washer/dryer units to support increased staffing.

Dear Asst. Fire Chief of Administration,

It is my pleasure to inform you that your FY26 Firefighter Recruitment Equipment Grant Application, referenced above, has been approved in the amount of $149,117.92 by the Department of Finance, Local Government Division (DFA-LGD).

This award will be reimbursement only for invoices previously submitted and approved. No additional costs are eligible. No reimbursement will be made until the grant agreement is fully executed.

We look forward to getting you the grant agreement via DocuSign by Wednesday, April 1, 2026.

To ensure time execution of the agreement, please provide the name and email address for:

- PARS initiator
- PARS approver
- Grantee Representative
- Authorized Signatory who will execute the agreement on behalf of your entity
- Legal Counsel Approval on behalf of your entity

Providing the appropriate contacts for all roles is required to proceed with agreement execution.

Bianca Quintana, Law Enforcement Fund Administrator of my staff will reach out to you on what is required for your grant agreement. You may contact Bianca at Bianca.Quintana@dfa.nm.gov or (505)231-3052.

Sincerely,

Stephen Weinkauf
Local Government Division / 911 Bureau

View results

Respondent

4 Anonymous

121:54
Time to complete

## Department Information

1. Fire Department Name *

City of Carlsbad Fire Department

2. Mailing Address, City, State, ZIP *

401 S. Halagueno St. Carlsbad, New Mexico 88220

3. Primary Contact Name & Title *

John Majerus Asst. Fire Chief of Administration

4. Phone Number *

5758853125

The value must be a number

5. Email Address *

jmajerus@cityofcarlsbadnm.com

Please enter an email

## Recruitment Summary

6. Number of Newly Hired Recruits with FFRF *

19

The value must be a number

7. Recruit Information

Please list **each recruit's full name and date of hire**.

Example:

John Smith – 07/15/2024

Maria Lopez – 02/01/2025 *

Ari Anzaldo - 08/18/25
Kaela Barreras - 08/18/25
Gerrayl Bryson 08/18/25
Amador Dominguez - 08/18/25
Joshua Dorado - 05/28/25
Eric Fernandez - 08/18/25
Ethan Flores - 08/18/25
Janet Fountain - 08/18/25
Zeferino Gallegos - 03/03/25
Christopher Jones - 08/18/25
Gantham Lewis - 08/18/25
Daniel Loza - 08/18/25
Miguel Luna - 08/18/25
Xavier Melendez - 08/18/25
Jacob Mireles - 08/18/25
Jiyel Petty - 08/18/25
Abraham Vela - 08/18/25
Rose Warren - 08/18/25

## Equipment Reimbursement Request

**Eligible Items:**

Full Bunker Gear Compliment: 2 sets allowed per new recruit
Jacket, pants, boots, helmet, nomex hood, gloves, gear bags, SCBA mask, lights

Uniforms:
Boots, jackets, shirts, polos, head cover (Follow dept new recruit list)

Wildland gear:
Pants, shirt, helmet, pack, shelter, gloves, boots

8. List equipment items purchased for newly hired recruits. Include equipment name, recruit (if applicable), vendor, invoice number, invoice date, and amount requested. *

This list covers all new hires and recruits on the before mentioned list. I will include equipment name, vendor, invoice number, invoice date, and the amount requested.

Morning Pride Bunker gear jacket - MES, INV# IN2400056 12/15/25, IN2402249 12/17/25, amount requested $51,395

Morning Pride Bunker gear pants - MES, INV# IN2400056 12/15/25, IN2402249 12/17/25, amount requested $36,765

Bullard Structure Fire Helmet - MES, INV# IN2383146 12/18/25, amount requested $8,645

Structure fire hood - MES, INV# IN2380643 11/14/25, amount requested $3,040

Fire Dex Structure fire glove - Grainger INV# 9652179178 09/24/25, amount requested $2,989.84

Fire Dex Structure Boots - MES, INV# IN2389035 11/26/25, amount requested $9,785

Gear bag - LN Curtis, INV# INV896632 12/10/24, amount requested $289.77

Gear bag - LN CUrtis, INV# INV1017348 12/05/25, amount requested $1,290

Scott SCBA mask - MES, INV# IN2182749 01/09/25, amount requested $6,876.00

Streamlight flashlight - Grainger, INV# 9714929529 11/17/25, amount requested 1,431

5.11 Uniform pants - MES, INV# IN2383929 11/19/25, amount requested $5,472

Elbeco Polos and class B shirts - MES INV# 2372177 10/31/25, IN2393028 12/03/25 amount requested $4,028

Total amount requested for reimbursement is $132,006.61 ($6,947.72 per new hire and recruit)

9. Total Equipment Reimbursement Amount Requested: (Not to exceed $35,000 per recruit) *

132006.61

The value must be a number

## Specialized Washer/Dryer Units (Optional)

Examples:

- 45 lbs. capacity extractor from Firepenny equipment: $14,399.95
- 75 lbs. capacity gear dryer electric: $7,329.95
- General electric all in one washer & dryer from Lowes: $2,098.00

10. Are you requesting specialized washer/dryer units for uniforms? *

- (●) Yes
- ( ) No

11. Justification for Washer/Dryer Units: Describe how new hires have increased uniform laundering capacity needs. *

With the increase of new employees and the recommendations from NFPA on cleaning gear after every exposer, The demand for more Washer/Dryer units is needed. The current capacity of our machine is to wash 2-3 pieces of structure gear at a time. This increases the amount of time it takes for all of our firefighters to get their gear clean. A second unit would help decrease the amount of time needed to get our gear back in service.

12. Washer/Dryer Unit Description and Specifications *

UniMac UC Series 60lb hard mount FIRE 100 G-Force M9 Control. This is the same washer we had installed last year to replace an out of service machine.

13. Vendor Name *

Advanced Laundry Systems

14. Amount Requested for Washer/Dryer Units *

19000

The value must be a number

## Documentation Submission (Email)

Required reimbursement documentation **must be emailed** separately and is not uploaded through this form. Documentation includes:
- Itemized invoices for all equipment purchases
- Proof of payment
- Documentation confirming recruit hire dates Please email all documents to: **firefighter.fund@dfa.nm.gov.** Include your **Fire Department Name** in the subject line.

15. Documentation Submission Acknowledgement *

◉ I understand that all required documentation must be submitted via email.

**NEW MEXICO SPECIAL APPROPRIATION GRANT AGREEMENT**
**(FIREFIGHTER RECRUITEMENT FUND)**

**24-ZI5036-105**

This Special Appropriation Grant Agreement ("**Agreement**") is made and entered into by and between the State of New Mexico, The New Mexico Department of Finance and Administration ("**Department**" or "**DFA**") and the Carlsbad Fire Department ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("April 1, 2026").

**WITNESSETH**

**WHEREAS**, pursuant to House Bill 2, Section #5 of the 2024 Legislative Session [ZI5036], the sum of twenty-five million dollars ($25,000,000) was appropriated from the general fund to DFA for firefighter and emergency medical technician recruitment through fiscal year 2026; and

**WHEREAS**, DFA is authorized to make grants to the Grantee in support of fire departments for firefighter and emergency medical technician recruitment; and

**WHEREAS**, on or about April 1, 2026, DFA awarded the Grantee One hundred forty-nine thousand one hundred seventeen dollars and ninety-two cents ($149,117.92) to support Carlsbad Fire Department Equipment Reimbursement Program ("Program");

**WHEREAS**, DFA's award is intended to reimburse the Grantee for eligible equipment purchased to support newly hired firefighters and emergency medical technicians, in accordance with Program requirements; and

**WHEREAS**, the Grantee shall provide grant reporting to DFA including financial reporting, agreements with vendors, documentation related to reimbursed equipment, and any other program data requested by DFA.

**NOW, THEREFORE**, the Parties mutually agree as follows:

## ARTICLE I - SCOPE OF WORK

A. Grantee agrees to utilize funds for reimbursement for approved equipment based on submitted invoices, with additional estimated funding for washer/dryer units to support increased staffing.

## ARTICLE II - LENGTH OF GRANT AGREEMENT

A. The term of this Agreement shall become effective **April 1, 2026 and** will terminate on **June 30, 2026.**

B. The General Appropriation Act of 2024 Section #5, General Provisions (C) states: "Amounts set out in Section #5 of the General Appropriation Act of 2024, or so much as may be necessary, are appropriated from the indicated source for expenditure through fiscal year 2026 for the objects expressed". Per HB2, any unexpended funds at the end of a fiscal year 2026 shall revert.

DRAFT

## ARTICLE III - REPORTS

A. Final Report:

   a. Grantee shall submit a final report for the Program to the Department. The Final Report shall be submitted in the form required by the Department, attached hereto as Exhibit "B," and incorporated herein by reference.

   b. The Final Report shall be submitted no later than June 30, 2026. This requirement shall survive the termination of this agreement.

## ARTICLE IV - CONSIDERATION AND METHOD OF PAYMENT

A. In consideration of Grantee's satisfactory completion of all work and services required to be performed under the terms of this Agreement, and in compliance with all other Agreement requirements herein stated, the Department shall pay Grantee a sum not to exceed One hundred forty-nine thousand one hundred seventeen dollars and ninety-two cents ($149,117.92). The funds shall be used solely for the purposes authorized under this Agreement and approved by the Department. The grantee shall not deviate from the approved use of funds without prior written approval from the department.

B. It is understood and agreed that if any portion of the funds set forth in Article IV, Paragraph (A), are not expended at the completion of this Agreement for the purpose(s) designated in this Agreement, shall revert to the Department for disposition.

C. All payments will be made on a reimbursement of actual cost basis for eligible, Department-approved expenditures, subject to terms of this agreement.

   a. Request for Payment Form, attached hereto as Exhibit "D."

D. Payment shall be made only for those services specified in this Agreement and not funded by any other public entity funding source. The Grantee shall not bill the Department for the same service or services that have been billed to another funding agency or source.

## ARTICLE V - MODIFICATION AND TERMINATION

A. The Department, upon written notice to Grantee, shall have the unilateral right to immediately terminate this Agreement if, in the judgment of the Department, the provisions of this Agreement are violated or the activities described in the Program Description do not progress satisfactorily. In this regard, the Department may demand a refund of all or part of the funds dispersed to Grantee.

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B. The Parties may modify any terms and conditions of this Agreement by mutual agreement confirmed in writing with the same formalities for execution as this Agreement.

C. Early Termination for Convenience: Except as provided in Article X and subparagraph A above, either Party may terminate this Agreement by providing the other Party with a minimum of thirty (30) days' advance written notice of the termination.

D. Liability in the Event of Early Termination: In the event of early termination of this Agreement by either party, the Department's sole liability shall be to reimburse Grantee in accordance with this Grant Agreement for qualifying expenditures that were:

   a. Incurred pursuant to a legally binding agreement entered into by Grantee before Grantee's receipt of the Department's notice of early termination or the issuance by the Grantee of a notice of early termination;

   b. Incurred on or before the termination date in the notice of early termination;

   c. For permissible purposes under this Agreement's Program Description and procured and executed in accordance with applicable law; and

   d. The subject of a Request for Payment Form properly and timely submitted in accordance with Article IV of this Agreement.

## ARTICLE VI – REPRESENTATIONS AND WARRANTIES

Grantee hereby represents and warrants that it will comply with all State laws, regulations, policies, guidelines, and requirements with respect to the acceptance and use of State funds. Also, Grantee certifies that:

A. It has the legal authority to receive and expend the funds as described in the Program Description.

B. It shall meet all requirements of the Act, the Regulations, and all other New Mexico State laws and regulations as they pertain to all activity conducted under this Agreement and provide the Department with verification thereof.

C. It shall finance all costs of the Program, including all Program overruns.

D. Every facility, program, or other provider with which it contracts to perform the activities that are subject to this Agreement shall, at all times, comply with all applicable State and federal laws and regulations and any licensure requirements governing treatment facilities, programs, or providers. All Contracts shall contain the following provisions:

   a. "The Contractor agrees to comply, at all times, with all applicable State and federal laws and regulations and any licensure requirements governing its program and facility."

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b. The Grantee agrees it shall be solely liable for the failure of any of its providers to meet and comply with all applicable State and federal laws and licensure requirements governing the treatment provider or the program.

E. It shall comply with the State Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978.

F. All professional services, activities, or programs will be implemented through a professional service contract. Grantee will submit all Program-related contracts and agreements to the Department for review and approval prior to execution. Amendments to existing contracts will be submitted to the Department for review and approval prior to execution.

a. Without limiting the foregoing, Grantee shall be required to complete a request-for-proposal (RFP) for contracts over sixty thousand dollars ($60,000); provided, however, that if Grantee's governing body's guidelines have more stringent requirements, the Grantee's governing body's guidelines must be followed.

b. Sole Source contracts can be utilized if written justification is provided, confirming that the organization is the only one in the area that can provide services uniquely and substantially related to the intended purpose of the contract. Grantee shall submit written documentation describing the reason(s) for sole source contracting to the Department prior to entering into the contract. Grantee shall adhere to all applicable provisions and requirements outlined in the State Procurement Code.

G. It will adhere to all Department financial and accounting requirements, including the State's Model Accounting Practices, as amended from time to time.

H. It will comply with all applicable conditions and requirements prescribed by the Department regarding the receipt of Program funds.

I. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Agreement for any use other than those specified in the scope of work as defined in the Agreement without the prior approval of the Department.

J. No member, officer, employee, or family member(s) of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract, or the process thereof, for work to be performed in connection with the program assisted under the grant, and the Grantee shall incorporate, in all such contracts, a provision prohibiting such interest pursuant to the purposes of this certification.

a. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the

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State, any agency, or body in connection with the awarding of any Third Party Obligation.

i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

K. It will comply with all applicable federal requirements and regulations.

The representations and warranties made by Grantee shall survive the Early Termination or expiration of this Agreement.

## ARTICLE VII - RETENTION OF RECORDS

A. Accountability: Grantee shall be strictly accountable for receipts and disbursements relating to this Agreement. Grantee shall follow generally accepted accounting principles, the State's model accounting principles.

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

a. All Program records must adhere to the New Mexico State Records Center and Archives Rule for Functional Retention and Disposition Schedule, 1.21.2 NMAC.

C. Grantee shall make all Program records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended plus interest in accordance with Article IX below.

## ARTICLE VIII - REPRESENTATIVES

A. Grantee hereby designates the person listed below as the official Grantee Representative responsible for overall supervision of the approved Program:

**a. Name: Angie Barrios-Testa**
**b. Title: Director of Finance**
**c. Address: 401 S. Halagueno ST , Carlsbad , NM , 88220**
**d. Phone: 5758871191**
**e. Email: abtesta@cityofcarlsbadnm.com**

B. The Department designates the person listed below as its Program Manager, responsible for the overall administration of this Agreement, including compliance and monitoring of Grantee:

a. **Name: Bianca Quintana**
b. **Title: Law Enforcement Fund Administrator**
c. **Address: 407 Galisteo St., Santa Fe, NM 87501**
d. **Phone: 505-231-3052**
e. **Email: Bianca.Quintana@dfa.nm.gov**

## ARTICLE IX – IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the funds reimbursed under this Agreement were improperly requested by Grantee, including but not limited to reimbursements based upon fraud, mismanagement, misrepresentation, misuse, or violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the improperly reimbursed funds are fully repaid.

## ARTICLE X – SCOPE OF AGREEMENT

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

## ARTICLE XII – LIABILITY

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

## ARTICLE XIII – SPECIAL CONDITIONS

**Reserved.**

## ARTICLE XIV – APPROPRIATIONS

The terms and conditions of this Agreement are contingent upon the New Mexico Legislature making sufficient appropriations and authorization for the performance of this Agreement. If the Legislature fails to make sufficient appropriations and authorizations, the Department may immediately terminate this Agreement, in whole or in part, regardless of any existing legally binding third-party contracts entered into by or between the Grantee and a third party, by providing the Grantee with written notice of such early termination. Grantee shall accept the Department's decision as to whether sufficient appropriations are available, which shall be final and non-appealable. Grantee shall include a substantively identical clause in all contracts between the Grantee and third parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into between the effective date of this Agreement and the Termination Date or early termination date.

## ARTICLE XV – REQUIRED TERMINATION CLAUSE

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

A. "This contract is funded in whole or in part by funds made available under a State of New Mexico (State) grant agreement. If the State terminates the grant agreement, the [insert Grantee name] may terminate this contract by providing the contractor written notice of such termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the Carlsbad Fire Department only liability shall be to pay the contractor for acceptable goods and/or services delivered and accepted prior to the termination date".

## ARTICLE XV: GENERAL PROVISIONS

A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the Department. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the Department shall be subject to the provisions of this Agreement.

B. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

C. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

D. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

E. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

F. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

G. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed, and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

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H. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

I. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on the Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

J. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

K. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

L. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

M. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

N. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

O. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all licenses, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

P. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in

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the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]

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**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the Department's date of execution.

**APPROVED BY DEPARTMENT:**

Division Director: By:_____
Title:_____ Date:_____

Office of Secretary: By:_____
Title:_____ Date:_____

Chief Financial Officer: By:_____
Title:_____ Date:_____

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**AS TO LEGAL FORM AND SUFFICIENCY**

General Counsel's Office, By:_____
Title:_____ Date:_____

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**APPROVED BY GRANTEE**:

Grantee: By:_____
_____ Title:_____ Date:_____

Grantee: By:_____
_____ Title:_____ Date:_____

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**AS TO LEGAL FORM AND SUFFICIENCY**

Grantee: By:_____
Legal Counsel Title:_____ Date:_____

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**Exhibit B – Report**

**REIMBURSEMENT OF ELIGBLE EQUIPMENT**

**Final Report**

## Basic Information

| | |
|---|---|
| Grantee Name | Click or tap here to enter text. |
| Agreement Number | Click or tap here to enter text. |
| Reporting Period | Fourth Quarter / Final Report |
| Date Submitted | Click or tap here to enter text. |

## Program Summary

Provide a brief summary describing how funds were used to support newly hired firefighters and/or EMTs during the term of the FFRF (FY25 – FY26).

| |
|---|
| Click or tap here to enter text. |

## Equipment Use Confirmation

Confirm that all equipment purchased and submitted for reimbursement through the PARS system was used to support newly hired firefighter and/or EMTs.

☐ All equipment reimbursed under this Agreement supports newly hired firefighters and/or EMTs.

## Reimbursement Summary

Total Reimbursement Requested Through Department System Enter Amount

## Certification

I certify that all reimbursement requests submitted through the PARS system comply with the requirements of this Agreement and applicable program guidelines.

| | |
|---|---|
| Authorized Representative Name | Click or tap here to enter text. |
| Title | Click or tap here to enter text. |
| Signature | |
| Date | Click or tap here to enter text. |

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**STATE OF NEW MEXICO**
**GRANT APPROPRIATION**
**Request for Payment Form**
**Exhibit D**

## I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip

C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

## II. Payment Computation

A. Payment Request No. _____
B. Grant Amount: $ 0.00
C. AIPP Amount *(If Applicable)* : $ 0.00
D. Funds Requested to Date: $ 0.00
E. Amount Requested this Payment: _____
F. Reversion Amount (*if applicable* ): $ 0.00
G. Grant Balance: $ 0.00
H. ☐ Final Request for Payment (*if applicable* )

## III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

*(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)*

## IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

**Grantee Fiscal Officer** or **Fiscal Agent** (*if applicable* )

Printed Name

Date: _____

**Grantee Representative**

Printed Name

Date: _____

## (State Agency Use Only)

**Vendor Code:** _____ **Fund No.:** _____ **PO #** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

ASD Officer Date

Division Grant Manager Date

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

Council Meeting Date: April 14, 2026

| **DEPARTMENT**: Grants | **BY**: Angie Barrios-Testa | **DATE**: 04/07/2026 |
|---|---|---|

**SUBJECT**:
Consider Approval to accept the FY26 New Mexico Recreation Division Outdoor Recreation Trails+ Grant Award from the State of New Mexico Economic Development Department for the Friendship Park Pedestrian Bridge Project

**BACKGROUND, ANALYSIS AND IMPACT**: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)
The Trails+ Grant program, administered by the New Mexico Outdoor Recreation Division, is a statewide initiative that invests in trails and outdoor infrastructure to support healthy communities, strengthen local economies, and expand long-term access to nature. This competitive program funds the planning, development, and improvement of outdoor recreation assets, including trails, river parks, wildlife-viewing areas, trailheads, and signage. The Trails+ Grant prioritizes projects that increase equitable access to outdoor spaces—particularly in rural, Tribal, and historically underserved communities—while promoting stewardship of New Mexico's natural landscapes.

Staff submitted a grant application for the Friendship Park Pedestrian Bridge Project during the FY26 cycle that closed on January 31, 2026. The proposed bridge will provide a safe crossing over the Pecos River, improving access to some of Carlsbad's most heavily used recreation areas. The 260-foot accessible bridge will connect Friendship Park and Riverview Park Pavilion Area, completing a 1.5-mile paved loop to the Lower Tansill Dam and enhancing close-to-home recreation opportunities. The project also provides a safe alternative to the existing hazardous railroad trestle crossing. The total estimated project cost is $2,771,008.

The City was notified of the award on March 17, 2026, with an official press release issued on April 6, 2026. The City of Carlsbad has previously received $1,524,427.45 in Trails+ funding, and this award brings the total investment from this program to $2,524,427.45, demonstrating continued success and competitiveness. This represents the fourth successful Trails+ award for the City. The grant provides $1,000,000 in funding, with a required local cash/leverage match of $771,008. The City has also applied for $1,000,000 through the Land and Water Conservation Fund (LWCF) program to help address the remaining funding gap. A preliminary design of the proposed bridge is included.

By accepting this award, the City agrees to comply with all terms and conditions outlined in the grant agreement.

**DEPARTMENT RECOMMENDATION**:
Staff recommends acceptance of the FY26 New Mexico Outdoor Recreation Division/Outdoor Recreation Trails+ Grant agreement from the State of New Mexico Economic Development

| |
|---|
| Department, and requests authorization for the Mayor and/or his designee to sign the grant agreement and related documents. |
| **BOARD/COMMISSION/COMMITTEE ACTION**:<br>- |
| **Reviewed by**: |

| | |
|---|---|
| City Manager: Wendy D Austin | Date: April 9, 2026 |

**Attachments**:
1. TRAILS_FY26_R3_Grant_Agreement_City_of_Carlsbad
2. COC_NMORD Trails+_01 2026_Friendship Park Pedestrian Bridge Schematic Sheet
3. Award Notfication Letter_City of Carlsbad Mail - ORT+ Accept Response

**Outdoor Recreation Division**
**Outdoor Recreation Trails+ Grant**

STATE OF NEW MEXICO
ECONOMIC DEVELOPMENT DEPARTMENT
GRANT AGREEMENT

THIS GRANT AGREEMENT is made and entered into by and between the State of New Mexico **Economic Development Department**, hereinafter referred to as the DEPARTMENT, acting through its Cabinet Secretary or designee, hereinafter referred to as the SECRETARY, and **City of Carlsbad** hereinafter referred to as the GRANTEE.

WHEREAS, the New Mexico Economic Development Department has established the Outdoor Recreation Trails+ Grant to invest in projects that enhance and protect communities' outdoor recreation opportunities. The Outdoor Recreation Trails+ Grant will award grants of up to either $99,999, $500,000 of $1,000,000, depending on the Tier of award, to nonprofits, tribal, local, and regional governments, and other eligible entities with the purpose of improving access to outdoor recreation within a community, while simultaneously bolstering the outdoor recreation economy in New Mexico.

WHEREAS, the Outdoor Recreation Trails+ Grant encourages and supports New Mexico nonprofits, tribal, local, and regional governments, and other eligible entities in creating and/or expanding outdoor recreation access and economies throughout the state.

WHEREAS, the assistance provided by this initiative will enhance and protect communities' outdoor recreation opportunities and grow the outdoor economy as a result. The DEPARTMENT has allocated **$1,000,000.00** to the GRANTEE.

NOW, THEREFORE:

ARTICLE I – SCOPE OF WORK

A. The GRANTEE agrees that it will implement, in all respects, the activities outlined in the Grantee's proposal, as outlined in the Submittable grant application, as approved and awarded by the DEPARTMENT, and noted in Attachment A. The GRANTEE shall provide all the necessary qualified personnel, materials, and facilities to implement the activities described herein, other than those acquired with funds from this grant.

B. The GRANTEE agrees to make no material change in the Project Description herein described without first submitting a written request to the DEPARTMENT and obtaining the DEPARTMENT'S written approval of the proposed change.

C. The GRANTEE agrees that funds distributed under this Agreement shall not be used for purposes other than those specified in the Submittable grant application. Any funds found to be expended for non-permitted purposes shall be repaid to the DEPARTMENT. Unauthorized use of

grant funds may also subject the GRANTEE to penalties as permitted by state or federal law.

ARTICLE II – LENGTH OF AGREEMENT

A. This Agreement shall not become effective until approved by the Department of Finance and Administration, and shall terminate on or before **24 months after the effective date of the Grant Agreement.**

B. In the event that, due to unforeseen circumstances, it becomes apparent that the work under this Grant Agreement cannot be brought to full completion within the time period set forth in Paragraph A of this Article II, the GRANTEE shall notify the DEPARTMENT in writing at least thirty (30) days prior to the termination date of this Grant Agreement. GRANTEE and the DEPARTMENT shall review the work accomplished and shall determine whether to amend this Grant Agreement to provide additional time for completion.

ARTICLE III – PROJECT DELIVERABLES

A. **Due Date for GRANTEE to Sign/Return Grant Agreement Copies** The GRANTEE will receive a copy of grant agreement electronically and shall be required to sign, and return electronically document to the DEPARTMENT by the date specified. Failure by the GRANTEE to sign and return the grant agreement copies to the DEPARTMENT by the required due date may result in forfeiture of the grant award.

B. **Due Date for GRANTEE to Submit Invoice for Payment to DEPARTMENT** The DEPARTMENT will notify the GRANTEE when the grant agreement has been fully executed which shall not be unreasonably delayed. The executed Grant Agreement will be sent to GRANTEE with an invitation to invoice for the full amount of the award. The invoice should be submitted to the DEPARTMENT by the date specified. The funds must be expended in accordance with the budget breakdown specified on the attached Attachment A. Failure by the GRANTEE to submit the invoice by the required due date may result in forfeiture of the grant award.

C. **Status Updates** The GRANTEE will provide the DEPARTMENT with a status update at the halfway point (Progress Report). The DEPARTMENT will provide a template for this report. These updates will include information about progress on deliverables, financial reporting and other information as requested.

The GRANTEE is expected to accommodate in-person site visits by the DEPARTMENT throughout the length of the grant.

D. **Final Report** Upon completion of the Scope of Work, GRANTEE will submit a final report to the DEPARTMENT. Final reports must be

received within 30 days following the expiration of the **24-month grant term.** A template for this report and specifics about the information to be included will be sent to all GRANTEES electronically. Failure to submit this report by the requested deadline may make the GRANTEE ineligible for future funding from this program. GRANTEE will provide DEPARTMENT with documentation to support the costs and outcomes identified in the scope of work.

ARTICLE IV – CONSIDERATION AND METHOD OF PAYMENT

A. In consideration of the GRANTEE'S award, 100 percent of the total awarded funds will be paid upon the execution of this Agreement and receipt of valid invoices from the GRANTEE. The DEPARTMENT shall pay to the GRANTEE a sum not to exceed **$1,000,000.00**. The funds are to be expended in accordance with the budget breakdown as specified on the attached Attachment A. It is understood and agreed that the GRANTEE'S expenditure of these monies shall not deviate materially from the line items of said budget without the prior written approval of the DEPARTMENT.

B. It is understood and agreed that should any portion of the funds approved and paid hereunder by the DEPARTMENT to the GRANTEE for the purpose designated herein that remain unexpended after all conditions of this Agreement have been satisfied, such funds shall revert to the DEPARTMENT for disposition.

ARTICLE V – SUSPENSION, TERMINATION AND MODIFICATION

A. The DEPARTMENT, by written notice to the GRANTEE, shall have the right to suspend or terminate this Grant Agreement at any time in the judgment of the DEPARTMENT, which judgment shall be final and shall be accepted by GRANTEE, if the terms of this Agreement have been materially violated or the activities described in the project description have not progressed satisfactorily in the Department's reasonable discretion. In this regard, the DEPARTMENT may demand repayment of all or part of the funds disbursed to the GRANTEE.

B. This Agreement shall not be altered, changed, or amended, except by instrument in writing executed by the parties hereto and approved by the DEPARTMENT.

ARTICLE VI – CERTIFICATION

The GRANTEE hereby assures and certifies that it will comply with the regulations, policies, guidelines, and requirements with respect to the acceptance and use of state funds. Also, the GRANTEE gives assurances and certifies with respect to this Grant Agreement that:

A. It will comply with the procedures, requirements and deadlines outlined in the Outdoor Recreation Division Outdoor Recreation Trails+ Grant for FY26, and it understands that failure to do so may result in forfeiture of the grant award and permanent disqualification from the Outdoor Recreation Trails+ Grant program.

B. It possesses legal authority to accept funds and execute this Grant Agreement. The GRANTEE is an independent contractor and is not an employee or agent of the DEPARTMENT.

C. Its chief executive officer or other officer of the GRANTEE is authorized to approve this Agreement and further consents on behalf of the GRANTEE that any disputes which arise hereunder are subject to the exclusive jurisdiction of New Mexico state district courts. Venue for any such dispute will lie in the First Judicial District court.

D. GRANTEE will give an authorized representative of the DEPARTMENT access to and the right to examine all records, books, papers, or documents of the GRANTEE related to this Grant Agreement. Records provided to the DEPARTMENT may be subject to disclosure under the Inspection of Public Records Act (IPRA). All records connected with this Grant Agreement will be maintained in a central location by the DEPARTMENT and will be maintained for a period of seven (7) years from the official date of close-out of this Grant Agreement.

E. The GRANTEE certifies, to the best of its knowledge and belief, no State or any other funds have been paid or will be paid, by or on behalf of the GRANTEE, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any State grant, contract, loan or cooperative agreement. The GRANTEE shall require certifying language prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that such subrecipients shall so certify and disclose accordingly.

F. It will comply with all other applicable Federal and State laws, regulations, requirements and policies.

G. It will finance its share (if any) of the costs of the project, including all project overruns.

## ARTICLE VII – RETENTION OF RECORDS

The GRANTEE shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Agreement period, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the DEPARTMENT shall

prescribe. Such records shall be preserved for a period of not less than seven (7) years subsequent to the date of project close-out.

ARTICLE VIII – SPECIAL TERMS AND CONDITIONS

The GRANTEE and DEPARTMENT hereby designate the persons listed below as the official DEPARTMENT Representative responsible for overall supervision of the approved project.

**Name** Carl Colonius
**Entity** Outdoor Recreation Division,
New Mexico Economic Development Department
**Phone** 505-570-7846
**Email** carl.colonius@edd.nm.gov

ARTICLE IX – OTHER SPECIAL TERMS AND CONDITIONS

A. GRANTEE is aware of all limitations on the use of this Grant and agrees to abide by those Grant restrictions without deviation therefrom.

B. The GRANTEE shall not assign or transfer any rights or obligations under this Grant Agreement without the prior written consent of the DEPARTMENT.

C. If deliverables include the creation of jobs; GRANTEE shall provide the DEPARTMENT with a copy of all information reported to the New Mexico Department of Workforce Solutions which proves such job creation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

ACCEPTED AND AGREED:
**NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT**

By: _____ Date: _____
Department Cabinet Secretary

ACCEPTED AND AGREED:
**CITY OF CARLSBAD**

By: _____ Date: _____
GRANTEE

Richard D. Lopez _____ Mayor _____
Name Title

**New Mexico Outdoor Recreation Division / Outdoor Recreation Trails+ Grant**
**ATTACHMENT A**

**SCOPE OF WORK AND BUDGET FROM SUBMITTABLE**

**Grantee: City of Carlsbad**

**Award Amount: $1,000,000.00**

**Scope of Work:**

The City of Carlsbad will construct the Friendship Park Pedestrian Bridge, a safe route for citizens to cross the Pecos River in North Carlsbad. Spanning 260 feet between Friendship Park and Riverview Park, the new bridge will complete the 1.5-mile paved path that loops to the Lower Tansill dam and back and connect Carlsbad's most popular outdoor recreational areas.

Grantee agrees to utilize the Outdoor Recreation Division logo in any and all marketing materials for the project including on Grantee's website and any applicable project signage. In these materials, please refer to the award as the "Outdoor Recreation Trails+ Grant from the New Mexico Economic Development Department's Outdoor Recreation Division."

**Budget:**

**Outdoor Recreation Trails+ Grant Request Budget**

| Category | Item/ Description/ Source | Trails+ Grant Request | Secured Match |
|---|---|---|---|
| Compliance | Outreach and Work with CEHMM | $0.00 | $1,500.00 |
| Community Engagement | Community Meetings with The Wilderness Society | $0.00 | $500.00 |
| Construction | 260'x6' Pedestrian Foot Bridge | $700,000.00 | $0.00 |
| Construction | Abutments and Pilings, Complete and in Place | $200,000.00 | $0.00 |
| Construction | Ramp Approach (North and South) | $100,000.00 | $0.00 |
| Construction | SWPP | $0.00 | $3,500.00 |
| Construction | Layout & Staking | $0.00 | $5,000.00 |
| Construction | Crane and Rigging (1 day) for Bridge Only | $0.00 | $2,500.00 |
| Construction | Miscellaneous Concrete Work | $0.00 | $20,000.00 |
| Other | Mobilization (7%) | $0.00 | $142,170.00 |
| Other | Contingency (10%) | $0.00 | $203,100.00 |
| Other | 7.8958% NMGRT | $0.00 | $187,626.00 |
| Other | A/E Design Fees (8%) | $0.00 | $205,112.00 |
| **Total** | | **$1,000,000.00** | **$771,008.00** |



# Friendship Park Pedestrian Bridge

INITIALLY PROPOSED 360' LONG PEDESTRIAN BRIDGE LOCATION

NEWLY PROPOSED 260' LONG PEDESTRIAN BRIDGE LOCATION

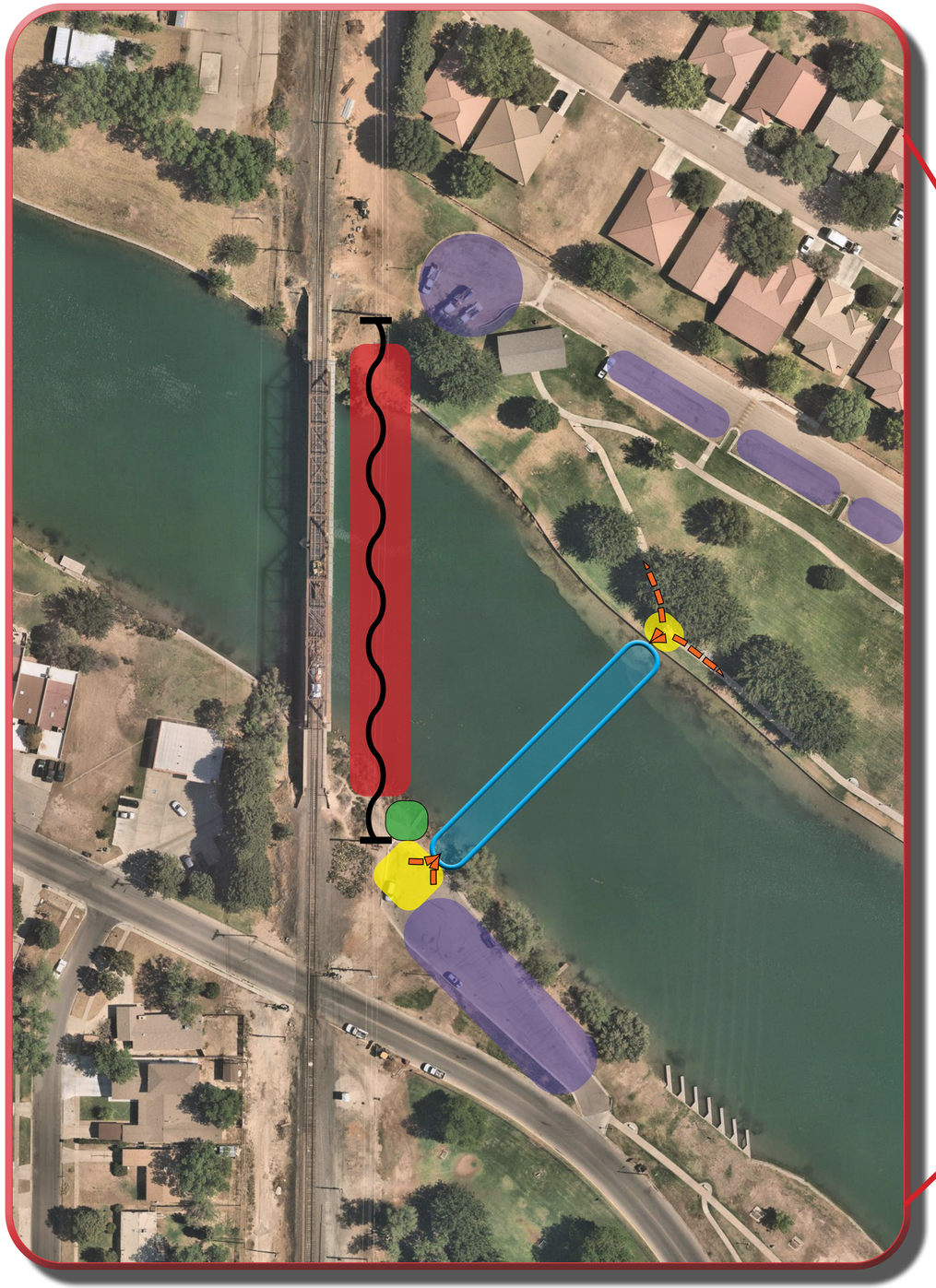
EXISTING NEARBY AND ON SITE PARKING

TREE BOX WITH RAMP TO FISHING PIER

HARDSCAPE BRIDGE APPROACH

OVERHEAD POWER LINES

ACCESS TO BRIDGE APPROACH





# Site Analysis

## Friendship Park Pedestrian Bridge | December 2025







# Elevation Profile Comparison

## Friendship Park Pedestrian Bridge | December 2025

## KEYED NOTES

1. 260' Pedestrian Footbridge
2. Paved Southern Bridge Approach
3. Ramp Access to Pier
4. Existing Pier
5. Tree
6. Bridge Support
7. Bollards
8. Northern Bridge Approach



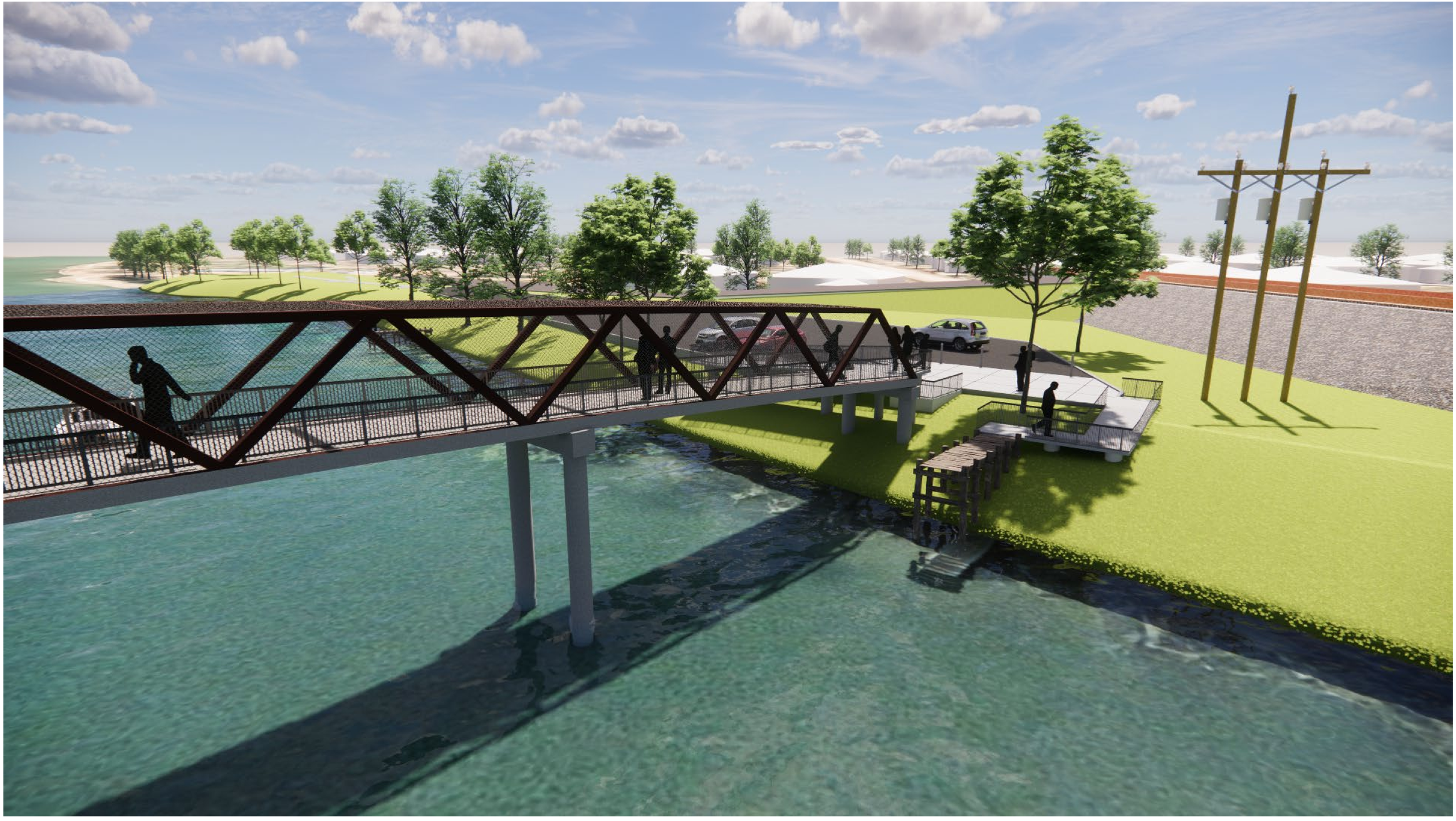

Scale 1" = 30'-0"

0 30' 60'

NORTH

# Proposed Bridge Location Plan

## Friendship Park Pedestrian Bridge | December 2025



# Southern Approach

## Friendship Park Pedestrian Bridge | December 2025



# North Approach

## Friendship Park Pedestrian Bridge | December 2025

# Aerial View

## Friendship Park Pedestrian Bridge | December 2025



# Southern Approach Perspective

## Friendship Park Pedestrian Bridge | December 2025



# Southern Approach Perspective

## Friendship Park Pedestrian Bridge | December 2025

Angelica Barrios Testa <abtesta@cityofcarlsbadnm.com>

# ORT+ Accept Response

1 message

**New Mexico Outdoor Recreation Division** <reply-to+d2914f2e-ab22-4169-b0e1-8959d717eede@email.submittable.com> Tue, Mar 17, 2026 at 3:40 PM
To: abtesta@cityofcarlsbadnm.com

Submittable

Dear Angie Barrios-Testa,

Thank you so much for applying to the FY26 Outdoor Recreation Trails+ Grant (Closes Jan 31, 2026). We received many amazing applications during this round of review, and that resounding response made it very hard for our review committee to choose the finalists.

It was a very competitive grant process, and we are excited to inform you that **your application was selected for funding!** Congratulations!

Please respond to this message, by end of day Thursday, March 19th confirming your organization is still able to accept these funds and move forward with your proposed project according to the details and timeline provided in your application. You can respond via direct email to Carl Colonius, Outdoor Recreation Planner, at Carl.Colonius@edd.nm.gov to confirm or if you have any questions.

*We would like to request that you please hold off from making a formal announcement outside of your organization about this award for now*. Once we have received confirmation from all awardees we will put out a press release and at that point of course we will invite you to share the news far and wide! Thank you!

Sincerely,

Carl Colonius

Program Manager, New Mexico Outdoor Recreation Division

REPLY VIEW SUBMISSION

Submission ID: 53016022

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Sent by **Submittable**.

101 E Front St Suite 501, Missoula, MT 59802

**Help Center** | **Terms and Conditions** | **Contact Us**

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

Council Meeting Date: April 14, 2026

| **DEPARTMENT**: Grants | **BY**: Angie Barrios-Testa | **DATE**: 04/06/2026 |
|---|---|---|

**SUBJECT**:
Consider Approval of submission of a National Fitness Campaign BlueCross BlueShield of New Mexico Community Wellness Outdoor Gym Grant Application for the Bob Forrest Sports Youth Complex

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

The National Fitness Campaign (NFC) has been established for many years and is dedicated to building healthy communities through America's largest public-private wellness partnership program. Participation in this program involves a multi-phase approach to selecting a location that maximizes health impact and achieves a high "Healthy Site Score." The program provides a comprehensive community wellness package that includes design and planning, sponsor support, grant funding, installation and launch support, press releases, public art, ambassador (coach) training, and a mobile app.

The City is requesting approval to submit a grant application for the 2026 National Fitness Campaign. In 2024, the City received an award for a Fitness Court Studio located along the Pecos River near the Riverwalk Recreation Center. NFC and BlueCross BlueShield of New Mexico have expressed satisfaction with the facility's performance since its launch on June 25, 2025. As a Tier C community, the national benchmark is approximately 2,500 workouts; however, the Carlsbad location has achieved an estimated 4,345 workouts—nearly double the national average. To build on this success, City staff have been working with NFC to evaluate potential sites for a second Fitness Court. While the Sunset Area/Shorthorn Park is considered an ideal long-term location, the Bob Forrest Youth Sports Complex is currently more project-ready for this investment opportunity.

As part of participating in the program again, the City would: (1) continue its commitment to prioritizing community wellness; (2) collaborate with NFC on site selection, which is already underway; (3) provide the required funding match; and (4) align with NFC's campaign timeline. The selected location must be visible, highly utilized, and well-connected within the community. The total estimated cost for the project, including all amenities and a fitness studio for classes (e.g., yoga, Zumba), is approximately $530,000. This includes an anticipated NFC grant contribution of $80,000 and a City investment of approximately $450,000. The total project cost also includes the local artist program and a shade structure. The City's portion is proposed to be included in the upcoming FY27 budget; however, staff is also exploring additional grant opportunities to offset these costs. If approved, the grant agreement will be brought back to the City Council for final acceptance and approval.

**DEPARTMENT RECOMMENDATION**:
The recommendation is for the City Council to approve the submission of grant applications to NFC and to delegate to the Mayor or his designee the authority to sign the grant application and associated documents.

**BOARD/COMMISSION/COMMITTEE ACTION**:
-

**Reviewed by**:

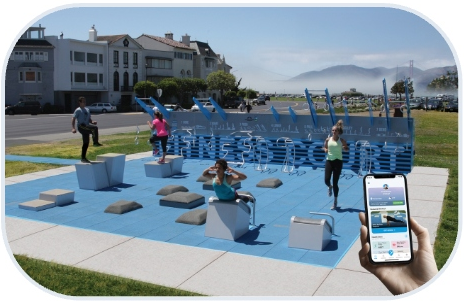
| | |
|---|---|
| City Manager: Wendy D Austin | Date: April 9, 2026 |

**Attachments**:
1. NFC_Performance_Report_Carlsbad, NM
2. Health Impact Fact Sheet
3. 2026 NFC Municipal Briefing Deck_New Mexico_index
4. 2024 NFC Impact Report_final

# CARLSBAD, NM

## 2026 FITNESS COURT® PERFORMANCE REPORT

| ACTIVE SITES | LAUNCH | POPULATION | POP DENSITY | TIER |
|---|---|---|---|---|
| 1 | 6/25/2025 | 31,525 | 1,014 | C |



### FITNESS COURT® NATIONAL BENCHMARKING

TIER A | TIER B | **TIER C**

**TIER A**
POP. DENSITY: >10,000 /SQ MI • TRAFFIC VISIBILITY: >500 DAILY USERS

**TIER B**
POP. DENSITY: 2,000-10,000 /SQ MI • TRAFFIC VISIBILITY: >200 DAILY USERS

**TIER C**
POP. DENSITY: <2,000 /SQ MI • TRAFFIC VISIBILITY: <100 DAILY USERS — ACTIVE

## USAGE DATA & HEALTH IMPACTS

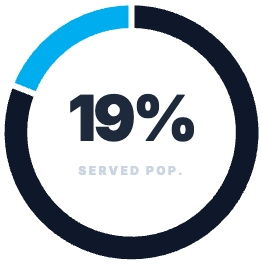
PERFORMANCE TIER C

*Usage data helps quantify how the Fitness Court® is improving community health by conservatively translating participation into estimated workouts and total calories burned through NFC proprietary formula.*

| TIER C NATIONAL AVERAGE BENCHMARK | CARLSBAD, NM TOTAL ESTIMATED USAGE |
|---|---|
| 2,500 EST. TOTAL WORKOUTS *(ALL TIME)* | 4,345 EST. TOTAL WORKOUTS *(ALL TIME)* |
| 625,000 EST. CALORIES BURNED *(ALL TIME)* | 1,086,250 EST. CALORIES BURNED *(ALL TIME)* |

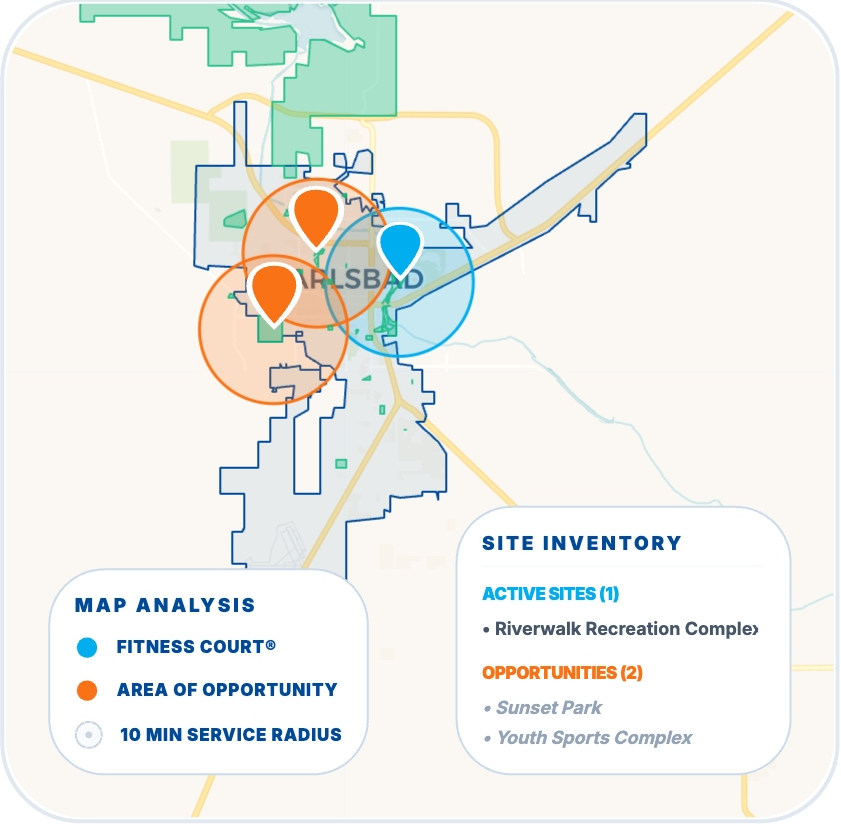
## LEVEL OF SERVICE 10 MINUTE ACCESSIBILITY

By mapping who can reach a Fitness Court® within a 10-minute walk or bike ride, this metric identifies both current equitable access and strategic opportunities for expansion.




**POPULATION SERVED**
19%

**EXPANSION OPPORTUNITY**
Healthy Infrastructure® Growth Potential





© 2025 NATIONAL FITNESS CAMPAIGN

National Fitness Campaign Partnership
Health Impact Fact Sheet

## 1. Physical Activity & Preventable Disease

- **Physical inactivity is linked to at least 35 chronic conditions** — including heart disease, type 2 diabetes, hypertension, breast and colon cancer, depression, and cognitive decline.[1]
- In the United States, **insufficient physical activity contributes to ~110,000 premature deaths annually** and roughly **$117 billion in avoidable health-care costs each year.**[2]
- Increasing moderate-to-vigorous activity by just **10 minutes per day** could prevent more than **100,000 deaths annually.**[3]
- One U.S. analysis estimated that **1.1 million cardiovascular disease cases** and **$5.4 billion** in direct medical expenditures were associated with inactivity.[4]

**Sources:**


1. Booth et al., *Prog Cardiovasc Dis* (2017) 64(1): 12-27 PubMed 28814614
2. CDC, "Physical Activity: Key Facts," 2023 (cdc.gov)
3. Saint-Maurice et al., *JAMA Intern Med* (2022) 182(3): 231-238 (dceg.cancer.gov)
4. Pratt et al., *Med Sci Sports Exerc* (2000) 32(9 Suppl): S605-S615 PubMed 15454355


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## 2. Quality of Life, Mental Health & Activity

- A meta-analysis found that adults meeting recommended physical activity levels had **~25% lower risk of depression** compared to those who were inactive; even at about half those activity levels the risk reduction was ~18%.[5]
- Regular physical activity significantly reduces the risk of **anxiety**: a meta-analysis across 11 cohorts found increasing physical activity was associated with up to **16% lower risk of anxiety**, with stronger reductions (~49%) in certain sub-groups.[6]
  **Older adults engaging in higher levels of physical activity can gain an additional 6.3 years of healthy life** (good self-rated health) and **2.9 years without chronic disease** between ages 50-75, compared with inactive peers.[7]
  A study of seniors found that those who were more physically active enjoyed **years of self-reported good health** and **years without difficulty in daily activities**, compared to sedentary older adults.[8]

**Sources:**


5. Systematic review/meta-analysis on physical activity & depression: PMC 9008579
6. Meta-analysis on physical activity & anxiety: PubMed 40534999
7. Older adults: additional years of healthy life (OUP Academic) (academic.oup.com)
8. Seniors' quality of life and daily function (PMC) (PMC 3978479)


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## 3. Built Environment & Behavior / Culture

- **Built environments that encourage walking and social interaction promote social cohesion and emotional well-being**, reinforcing mental-health resilience across communities.[9]
- A strong body of evidence shows that **walkability, mixed land use, safe streets, and access to green/open space** are positively correlated with **physical activity and lower obesity rates.**[10]
- In U.S. cities, each **10 % increase in land-use mix** is associated with a **25 % lower prevalence of overweight and obesity** among adults aged 50-75.[11]
- A review of **169 empirical studies** found that nearly **90 % reported beneficial relationships** between built-environment features (parks, trails, sidewalks, connectivity) and activity or weight outcomes.[12]
- Multiple longitudinal and intervention-based studies now show that intentionally modifying the built environment (e.g., creating walkable routes, adding exercise facilities, improving destination accessibility) **leads to measurable increases in physical activity**, providing strong proof that built environments *do* change behavior.[13]

**Sources:**

9. Coffee et al., *Health Place* (2013) 21: 163-169 PubMed 23501378
10. Sallis et al., *Health Place* (2012) 18(5): 795-803 PubMed 28784183
11. Frank et al., *Am J Prev Med* (2008) 35(2): 114-122 PubMed 18541175
12. Papas et al., *Obesity Reviews* (2007) 8(2): 115-129 PubMed 22897546
13. Smith et al., *Int J Behav Nutr Phys Act* (2022) 19: 142 IJBNPA

NATIONAL FITNESS CAMPAIGN

# CAMPAIGN BRIEFING





# AMERICA'S LARGEST PUBLIC-PRIVATE WELLNESS PARTNERSHIP

**CELEBRATING** 750TH
Healthy Community this Year

★ EST. 1979 ★
NATIONAL FITNESS CAMPAIGN
FITNESS COURT

**NOW** FUNDED
to welcome 1000 Healthy Communities by 2026

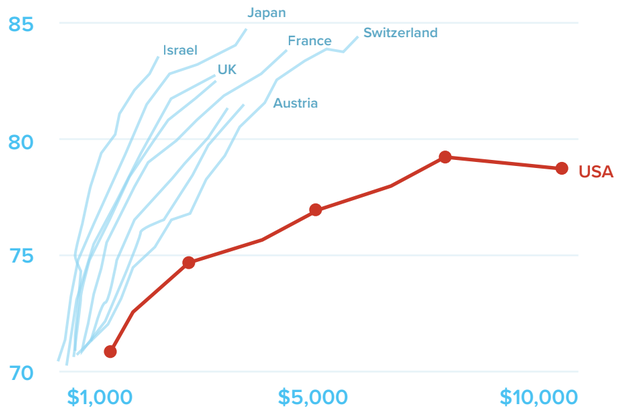
**OUR MISSION** : to Build Healthy Communities

# WHY WE DO IT

## *TO MAKE WORLD CLASS FITNESS FREE*



### *Life Expectancy vs Health Expenditure*




### UNDERSTANDING THE PROBLEM

AMERICA IS FACING A HEALTH CRISIS CAUSED BY SEDENTARY LIFE-STYLES AND CITIES DESIGNED FOR CARS. USA SPENDS MORE MONEY THAN ANY OTHER ON HEALTHCARE WITH POOR RESULTS.

### BECOMING THE SOLUTION

WHEN COMMUNITIES ARE DESIGNED TO SUPPORT WELL-BEING, HEALTH OUTCOMES CHANGE!




BROUGHT TO YOU BY

arizona complete health

MVP HEALTH CARE

uchealth

Priority Health

UC Health

Horizon BlueCross BlueShield

BlueCross BlueShield of Texas

hmsa

BlueCross BlueShield of Illinois

COMMUNITY Health Options

BlueCross BlueShield Kansas

BlueCross BlueShield of New Mexico

BlueCross BlueShield Minnesota

Independence

BlueCross BlueShield of Alabama

TGH Tampa General Hospital

Renown HEALTH

MASSACHUSETTS

BlueCross BlueShield of Montana

BlueCross BlueShield of Oklahoma

aetna

# FITNESS COURT | HEALTHY INFRASTRUCTURE PLANNING

## MULTI-SITE FUNDING FOR HEALTH IMPACT




**BUILDING HEALTHY COMMUNITIES**

MULTI-SITE PHASING FOR HEALTH IMPACT

HEALTHY SITE SCORE (HSS)

PLANNING | PHASING | LAYOUTS | PROJECTIONS | SCORES | MAPPING | TRAILS

CAMPAIGN OVERVIEW

# WHAT WE DO

***A COMPREHENSIVE COMMUNITY WELLNESS PROGRAM***






**COMMUNITY WELLNESS PROGRAMMING**

WELCOMES ENTIRE COMMUNITY

MAYORS WELLNESS SERIES

# FITNESS COURT

## WORLDS BEST OUTDOOR GYM




**7 MOVEMENT FULL BODY WORKOUT**

FUNCTIONAL TRAINING SYSTEM

DIGITALLY ACTIVATED | *COACH IN YOUR POCKET*

CORE · SQUAT · PUSH · LUNGE · PULL · AGILITY · BEND

# FITNESS COURT | ART

**EVERY FITNESS COURT IS A WORK OF ART**




**WORK WITH LOCAL ARTISTS**

NFC DESIGN STUDIO

**WORLD RENOWN ARTIST GALLERY**

KEITH HARING | JEAN MICHEL BASQUIAT

# FITNESS COURT ART OFFERINGS

BlueCross BlueShield of New Mexico

NATIONAL FITNESS CAMPAIGN — FITNESS COURT

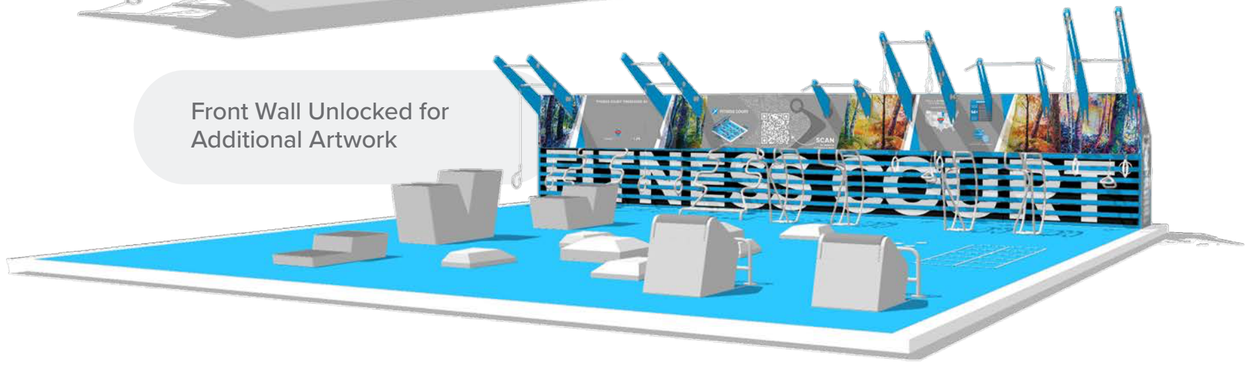
## Local Artist *Invite a Local Artist to create a mural that represents your community!*




Support your Local Artist Community with a **$5,000 Grant to the Artist** provided by NFC!

***Additional Funding Required.*** *Example Art: Will be customized for your city*




Front Wall Unlocked for Additional Artwork

## Custom Art *Work with the in-house NFC Art Studio Team*

***Additional Funding Required.*** *Example Art: Will be customized for your city*




## Fitness Court Art *Unique design included in your state campaign*

*Actual Art:*



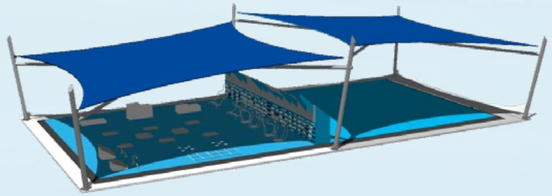
NEW FOR 2025

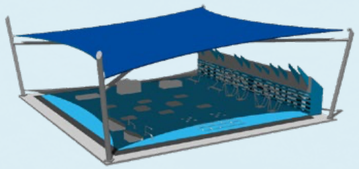
# FITNESS COURT | SHADE

## WORLDS BEST OUTDOOR GYM JUST GOT COOLER

*NOW AVAILABLE FOR*

**FITNESS COURTS &**
**FITNESS COURT STUDIOS**








- EXTENDED SEASONAL USE
- UV & SUN PROTECTION
- INTEGRATED DESIGN
- ENHANCED AESTHETICS
- MADE IN USA
- LONG LASTING MATERIALS

# CAMPAIGN IMPACT | NFC

## BUILDING HEALTHY COMMUNTIES

**1. BE A PART OF THE NATIONAL FITNESS CAMPAIGN**
AMERICA'S LARGEST PUBLIC PRIVATE WELLNESS PARTNERSHIP

**2. HEALTH BENEFITS**
MORE TIME OUTDOORS, IMPROVED MENTAL & PHYSICAL WELLBEING

**3. HEALTHY INFRASTRUCTURE**
PLACES DESIGNED FOR PEOPLE NOT CARS

**4. BUILDING COMMUNITY**
CREATING A WELLNESS CULTURE THAT IS SOCIAL, CONNECTED AND FUN!

**5. REDUCED HEALTHCARE COSTS**
HEALTHIER, HAPPIER, PEOPLE

# NEW MEXICO CAMPAIGN

PRESENTED BY

BlueCross BlueShield of New Mexico

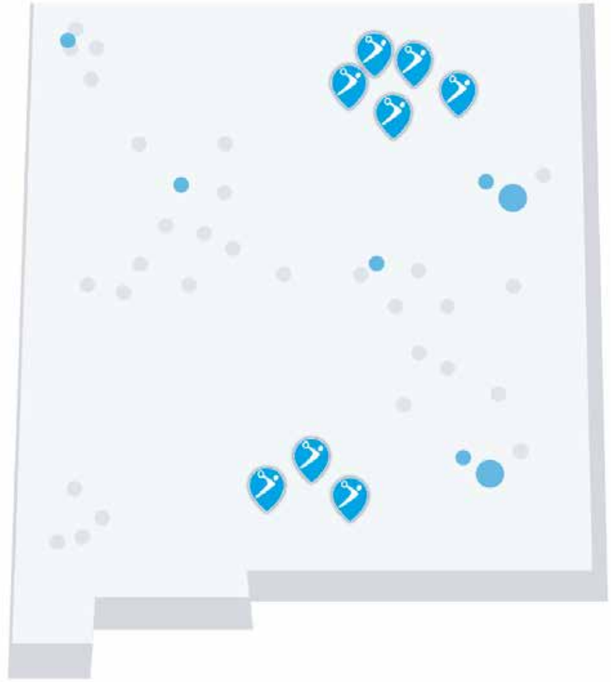
NATIONAL FITNESS CAMPAIGN
FITNESS COURT



## STRATEGIC PLAN ADOPTED FOR HEALTH IMPACT ACROSS STATE

**$250K** in Funding Now Available for Qualified Site Partners

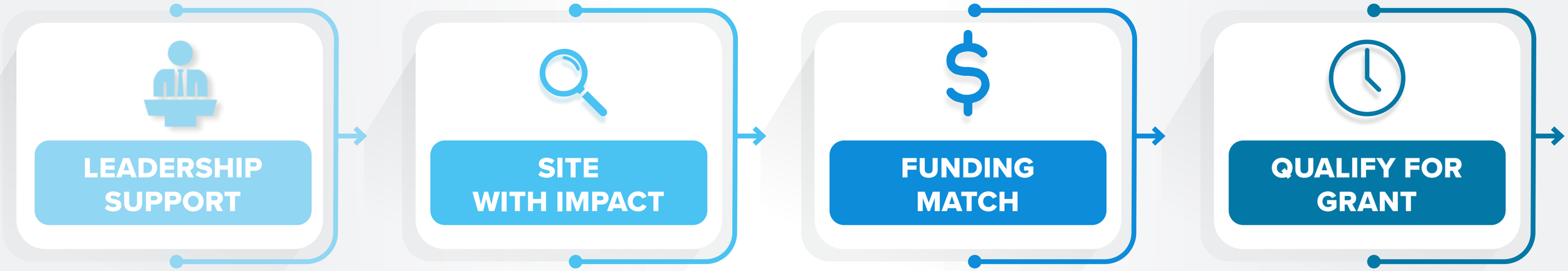
Limited funding for **5 communities** this campaign year



# NFC Grant Requirements

## Program Qualification




## JOIN THE CAMPAIGN

*STEP 1*

# LEADERSHIP SUPPORT

***BUILD CONSENSUS / CONFIRM FEASIBILITY***
***MUNICIPAL LEADER SUPPORT***

## SHARE 3 MINUTE VIDEO



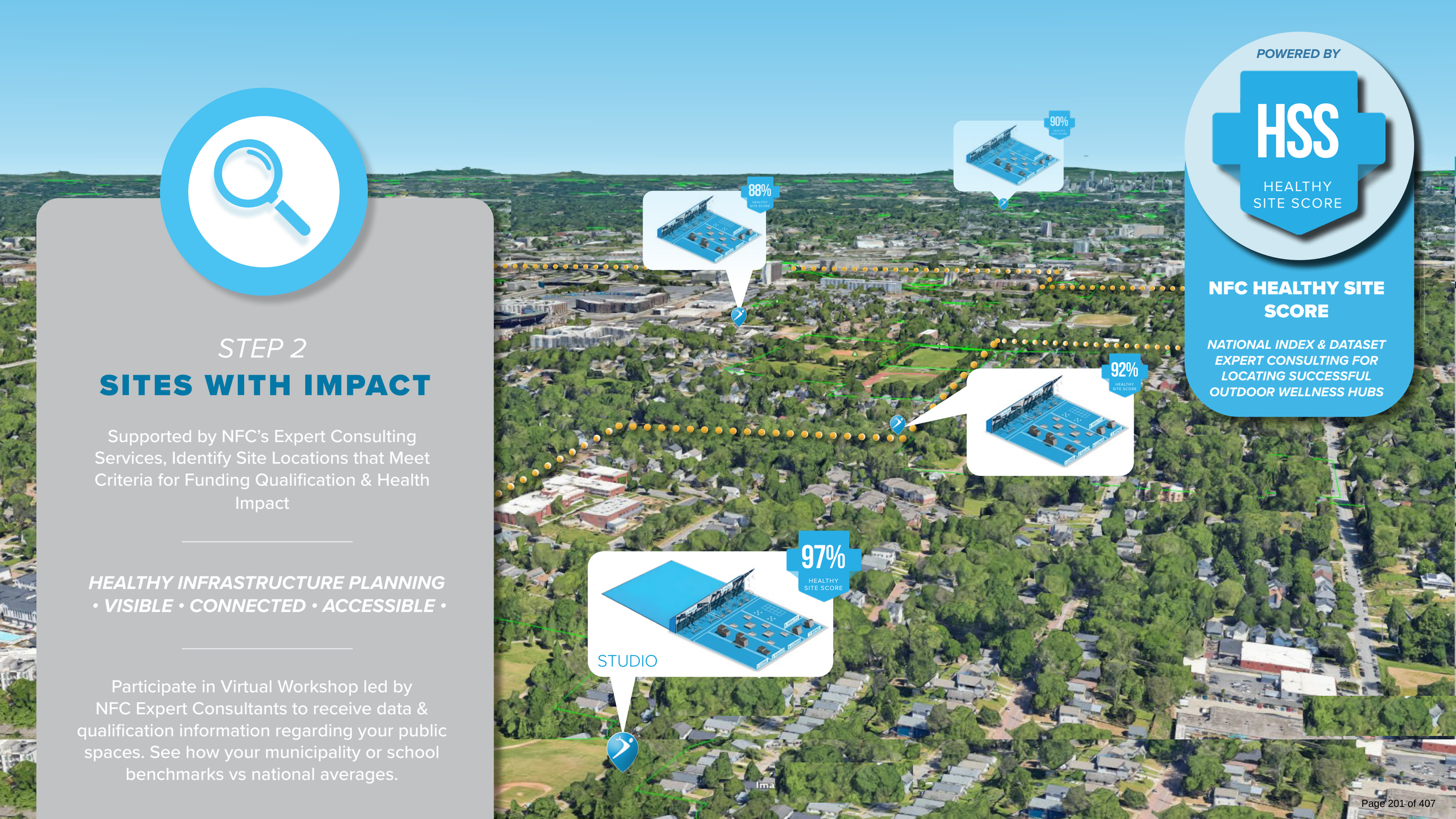
*STEP 2*

# SITES WITH IMPACT

Supported by NFC's Expert Consulting Services, Identify Site Locations that Meet Criteria for Funding Qualification & Health Impact

***HEALTHY INFRASTRUCTURE PLANNING***
***• VISIBLE • CONNECTED • ACCESSIBLE •***

Participate in Virtual Workshop led by NFC Expert Consultants to receive data & qualification information regarding your public spaces. See how your municipality or school benchmarks vs national averages.




*POWERED BY*

HSS
HEALTHY SITE SCORE

## NFC HEALTHY SITE SCORE

***NATIONAL INDEX & DATASET EXPERT CONSULTING FOR LOCATING SUCCESSFUL OUTDOOR WELLNESS HUBS***



*STEP 3*

# FUNDING MATCH

***NFC GUIDES FUNDING PLAN***

## GRANT FUNDING AVAILABLE: $30,000-$60,000 PER SITE

---

## LOCAL FUNDING REQUIREMENT

## $160,000-$270,000

*per site, pending program configuration & installation method*



*STEP 4*

# QUALIFY FOR GRANT

***A. PRE-APPLICATION PHASE***
***B. GRANT AWARD***
***C. BUILD/SITE PLAN***
***D. LAUNCH LOCAL CAMPAIGN***

---

## SUBMIT GRANT APPLICATION



# JOIN US

LET'S BUILD HEALTHY COMMUNITIES
**TOGETHER**

## Discussion - Q&A

# NEXT STEP

**SCHEDULE VIRTUAL SITE REVIEW WORKSHOP LED BY NFC EXPERT CONSULTANTS TO EXPLORE FEASIBILITY**

POWERED BY HSS HEALTHY SITE SCORE

### DISCUSSED AT NEXT STEP:

1. *SITE WORKSHOP & HEALTHY SITE SCORE REVIEW*
2. *FEASIBILITY & ALIGNMENT WITH LOCAL PRIORITIES*
3. *FUNDING REQUIREMENT DETAILS AND GRANT PROGRAM & AVAILABILITY FOR YOUR STATE*
4. *NON-BINDING GRANT QUALIFICATION PROCESS*

# STEP 4 GRANT QUALIFICATION PROCESS

## PRE APPLICATION PHASE

1 Feasibility Review
2 Evaluation Call
3 Non-Binding Grant Application

## AWARD PHASE

4 Award of Grant Eligibility *(First Come, First Served for Qualified Applicants)*
5 Local Adoption by Governing Body
6 Develop and Confirm Funding Match

## LAUNCH PHASE

7 Shipment for Storage
8 Install Concrete Slab and Art Approval
9 Fitness Court Assembly
10 Press Launch Ceremony

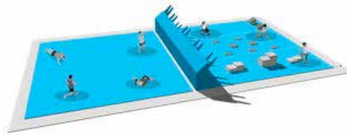
***CAMPAIGN LAUNCHES AND FITNESS COURTS OPEN!***



# 2026 GRANT APPLICATION **PERIOD NOW OPEN**

Campaign seeking qualified applicants able to meet the 2026 time frame for adoption and local funding match.

# 2026 CAMPAIGN FUNDING REQUIREMENT



## FITNESS COURT | STUDIO

### PHASE 1: NFC PROGRAM FUNDING

**The Fitness Court® Studio and National Campaign Services** **$210,000**

**NFC GRANT FUNDING AWARD** *(if selected and approved)* **($30,000-$60,000)**

**Optional Fitness Court® Studio Additions: Art & Shade**

Fitness Court® Art *(included)*



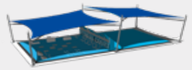
Custom Art *(+$10,000)*



Local Artist Program *(+$25,000)*



Shade Structure*



*Note: powder-coating color and included art design dependent on campaign sponsor*

**funding requirements available upon request*

- **FITNESS COURT® STUDIO & CAMPAIGN SERVICES** **$150,000-$180,000**

*See GPR Milestone 2*

### PHASE 2: ASSEMBLY FUNDING

- **CONCRETE SLAB** (Slab Dimensions 38’x73’ - refer to drawings) **est. $0-45,000**

*Can be performed in-house, in-kind or by contractor (separate agreement)*
*See GPR Milestone 5*

- **FITNESS COURT® STUDIO ASSEMBLY** **$37,750**

*NFC Approved Network (separate agreement)* with prevailing wage rates: $39,750
*See GPR Milestone 6*

**Fitness Court® Studio & Assembly Total Program Funding** ****$242,750**
**Estimate After $50,000 Grant Funding** *(if selected and approved)*

***Assumes concrete pad costs of $45,000 (national average), NFC grant of $50,000, and includes Fitness Court® Art*



## FITNESS COURT®

### PHASE 1: NFC PROGRAM FUNDING

**The Fitness Court® and National Campaign Services** **$175,000**

**NFC GRANT FUNDING AWARD** *(if selected and approved)* **($30,000-$60,000)**

**Optional Fitness Court® Additions: Art & Shade**

Fitness Court® Art *(included)*



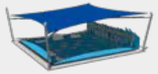
Custom Art *(+$10,000)*



Local Artist Program *(+$25,000)*



Shade Structure*



*Note: powder-coating color and included art design dependent on campaign sponsor*

**funding requirements available upon request*

- **FITNESS COURT® & CAMPAIGN SERVICES** **$115,000-$145,000**

*See GPR Milestone 2*

### PHASE 2: ASSEMBLY FUNDING

- **CONCRETE SLAB** (Slab Dimensions 38’x38’ - refer to drawings) **est. $0-25,000**

*Can be performed in-house, in-kind or by contractor (separate agreement)*
*See GPR Milestone 5*

- **FITNESS COURT® ASSEMBLY** **$30,000**

*NFC Approved Network (separate agreement)* with prevailing wage rates: $32,000
*See GPR Milestone 6*

**Fitness Court® & Assembly Total Program Funding** ****$180,000**
**Estimate After $50,000 Grant Funding** *(if selected and approved)*

***Assumes concrete pad costs of $25,000 (national average), NFC grant of $50,000, and includes Fitness Court® Art*

# STEP 3



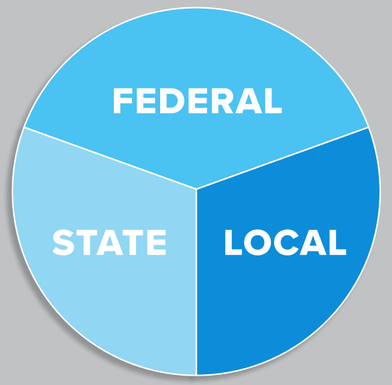

## ALTERNATE FUNDING PATHWAYS

### NFC CONSULTATIVE SUPPORT

Federal | State | Local | Regional

# FUNDING PATHWAYS

## FEDERAL AND STATE FUNDING




*Expert funding consulting for eligible partners*

TRAVEL, TOURISM AND OUTDOOR RECREATION EDA

CDBG COMMUNITY DEVELOPMENT BLOCK GRANT

THE AMERICAN RESCUE PLAN

## LOCAL AND REGIONAL SPONSORS





















# STEP 2

PLANNING | PHASING | LAYOUTS | PROJECTIONS | SCORES | MAPPING | TRAILS




**Sites with Impact**
Design & Planning Consulting

# QUALIFY SITE LOCATIONS FOR FUNDING

## 1 VISIBLE

Site locations must be recognizable with high visibility.




## 2 ACTIVE

Site locations must be heavily trafficked and centrally located.



## 3 CONNECTED

Site locations must be integrated with pedestrian infrastructure.



# NATIONAL FITNESS CAMPAIGN

## 2024 IMPACT REPORT



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**Our Mission and Why it Matters** >

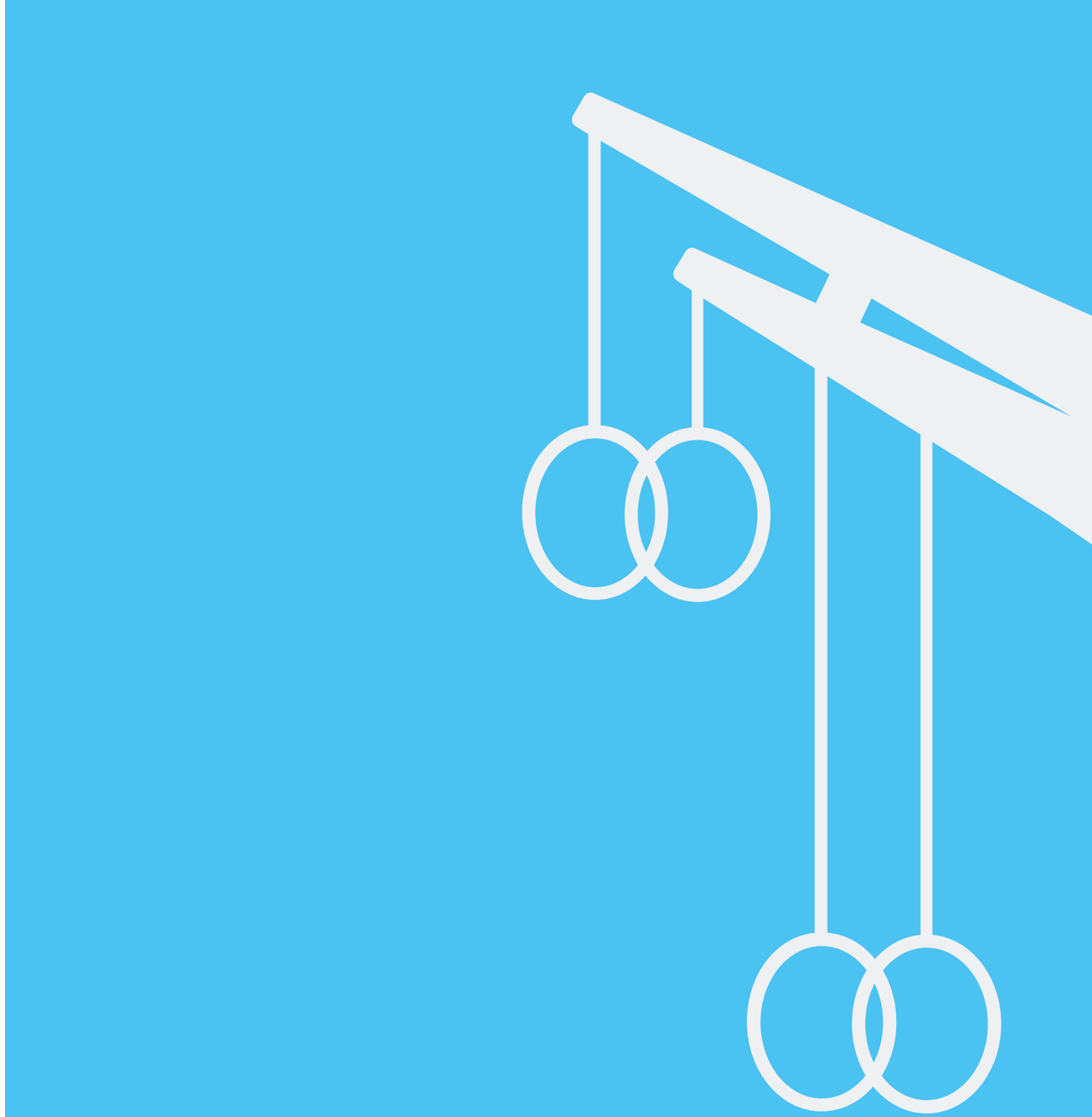
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*By the Numbers*
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## WE BUILD HEALTHY COMMUNITIES

# A MESSAGE FROM OUR FOUNDER

2024 was another great year for National Fitness Campaign, as we partner with America's largest healthcare organizations continue to build our reach and bring well-living to cities everywhere.

We sincerely thank our sponsors for their confidence in us, and for their powerful support of our mission to increase outdoor movement across America. Our team is now building Healthy Infrastructure® master plans for municipalities in more than 75% percent of the largest states in the country.

And speaking of our team, NFC is now approaching fifty rock star members, all landscape architects and urban planners, marketing, graphics, and social media leaders, and partnership development consultants, supported by data driven operations managers. We all love what we do, and get to do what we love, thanks to our sponsors, so please join me in a salute to our incredible NFC Team!

The big news this year, comes from Texas, with the support of our wonderful state sponsor Blue Cross and Blue Shield of Texas, part of the HCSC family of health plans.

We are excited to announce a three-year Wellness Innovation Zones collaboration for the Rio Grand Valley and the Dallas Fort Worth regions, with the UTHealth School Public Health, to develop, measure, and scale an evolving menu of programs and events to build usage and impact on our Fitness Court® Wellness Hubs. We will learn from, and build on, an incredible base of community wellness learnings, that have been developed under the expert guidance of one of the leaders in the community wellness field, Dr. Belinda Reininger, and her incredible team at UTHealth.

Over the next three years, we will expand our Fitness Court® network in the RGV/DFW regions, from forty sites to 150 sites, and add our first "Regional Wellness Director" to dig deeply into community engagement trials, striving to deliver greater impact for every city and school partner in our Campaign. We will improve our Ambassador Training and Engagement, build upon successful programming and events, and strive to engage more people in our NFC communities, in Texas and across the nation.

We are also excited to announce our sponsorship of The UT Weight Loss Challenge, engaging thousands of people, and leading us into more ways of getting people involved with our programs and keeping Fitness Court® Wellness Hubs fresh and exciting!

**Every day is a new day in America, and we want you to see the value we see in socially connected, active, outdoor living, to unlock your best self, by going outside to find a Fitness Court® Wellness Hub near you, where you will get energized.**

You will feel great, after just one seven minute circuit, or maybe you'd prefer to make new friends at an outdoor Yoga or Zumba class – we'll be running thousands of them, free next year, on more than 700 Fitness Courts®. So download the Fitness Court App and find a Fitness Court® near you!

And now, it gives me great pleasure to share some of this year's highlights with you here in our 2024 National Fitness Campaign Impact Report. None of our work would be possible without the support of our incredible sponsors, mayors, college presidents and school district leaders. Behind every champion of our program is a team of proud civic and education leaders of every kind doing the work to get Fitness Courts® designed, planned, funded, built and activated.

Thank you all!

Happy Healthy New Year



Mitch Menaged
Founder, NFC



# WE BUILD HEALTHY COMMUNITIES

## National Fitness Campaign Mission and Why it Matters

### Problem

#### Physical Inactivity Trending in the Wrong Direction

New data from the CDC reveals a concerning rise in obesity rates across the United States. As of 2024, every state and territory now has an obesity rate exceeding 20%. Alarmingly, 22 states report that more than 35% of their populations have obesity — a stark increase from a decade ago when no state reached this threshold. The problem with physical inactivity is rooted in our disconnection from the outdoors, despite the clear benefits of spending time in nature.

### Solution

#### Investing in Outdoor Healthy Infrastructure

Research shows that spending as little as 10 minutes outside can improve mental health, and 120 minutes per week is linked to higher well-being. Exercising outdoors offers a natural advantage, allowing for longer workouts that deliver greater cognitive benefits than indoor sessions. There is growing momentum to leverage the built environment to combat this public health crisis. Expanding parks, adding miles of trails, and creating more walkable communities are key strategies to reduce sedentary lifestyles. National Fitness Campaign is at the forefront of this effort, designing Fitness Courts® and Fitness Court® Studios as wellness hubs in parks and along trails to provide easy access to exercise opportunities and help foster a culture of wellness in communities and schools across the country.

**America's obesity rates increased from 15% of the population in the 1970s to over 40% today.**

*U.S. Centers for Disease Control and Prevention, 2024*



# A GROWING NATIONWIDE NETWORK

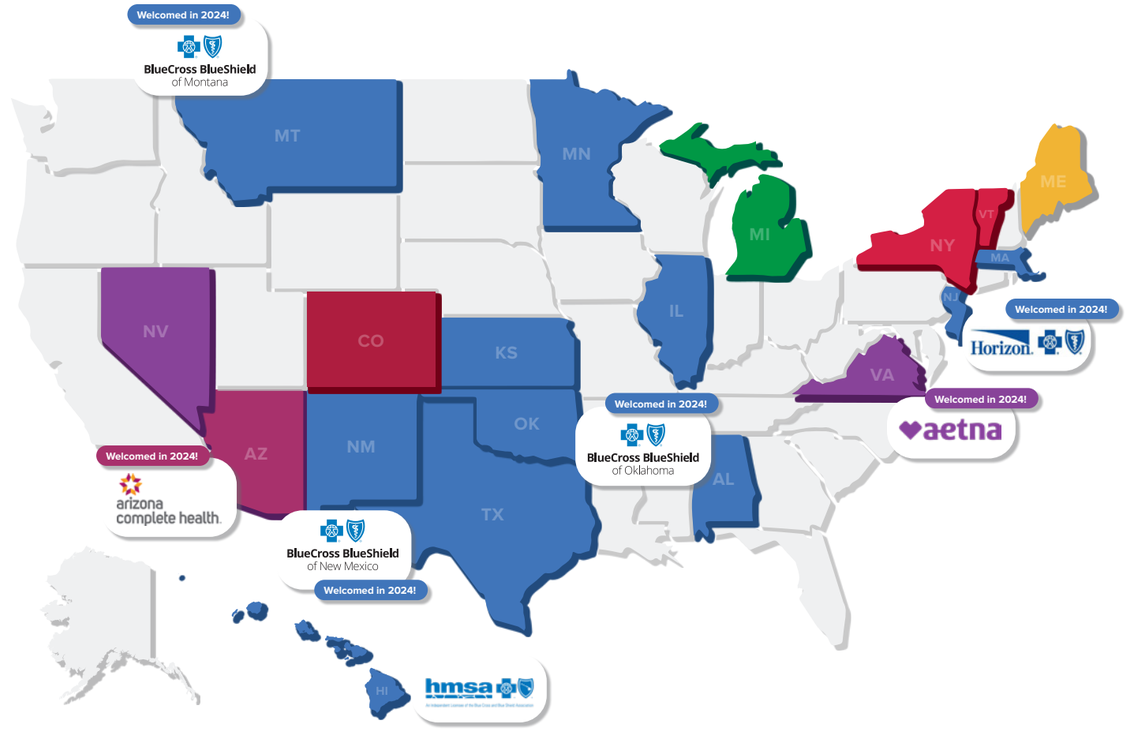
## 2024 Campaign Status

**NOW FUNDED**

To welcome 1,000 Healthy Communities by 2026

National Fitness Campaign has state and regional sponsors all across America building healthy communities. These organizations are key leaders in recognizing the importance of making our communities and schools places that prioritize physical and mental wellness. With backing from the National Fitness Campaign State Sponsor Network, and growing support from mayors, civic leaders, school administrators, and state and federal officials, the Campaign is on track to fund over 1,000 Healthy Communities by 2026, marking a significant milestone.

**State Sponsorship Programs Active Across America**




## MEET THE SPONSORS

BlueCross BlueShield of Texas
Priority Health
BlueCross BlueShield of Illinois
MASSACHUSETTS
aetna
BlueCross BlueShield of Oklahoma
BlueCross BlueShield Kansas
uchealth
hmsa
Horizon
BlueCross BlueShield of Alabama
BlueCross BlueShield of New Mexico
Renown HEALTH
BlueCross BlueShield of Montana
BlueCross BlueShield Minnesota
MVP HEALTH CARE
COMMUNITY Health Options
arizona complete health
Keith Haring
JEAN-MICHEL BASQUIAT

# HEALTH IMPACT

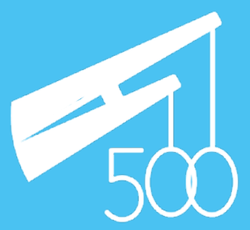
## Building Healthy Infrastructure® to Change Health Outcomes in America

On average, one in two adults do not get enough physical activity in their day-to-day lives, leading to chronic, yet preventable disease. At National Fitness Campaign, we're on a mission to change health outcomes by working with communities to upgrade master plans with Healthy Infrastructure® using Fitness Courts® as wellness hubs and anchors in active parks and visible pedestrian trails. Proprietary urban design methodology and data metrics ensure that Fitness Courts® will bring people outdoors and ignite walking, jogging, cycling and strength training activity across communities and campuses.

Our team of experts provides support in gaining community consensus, gathering funding, site selection, masterplanning, installation, press and media, ambassador training, a mobile app, and much more. Our Campaign delivers a robust and ever-building toolkit of check-ins, challenges and promotions for building healthy communities, so that Fitness Courts® remain fresh, fun, exciting and accessible to all as they build in neighborhoods across America.

**627**

**Fitness Courts® Funded**




**$157M**

**public/private investment in Healthy Infrastructure®**

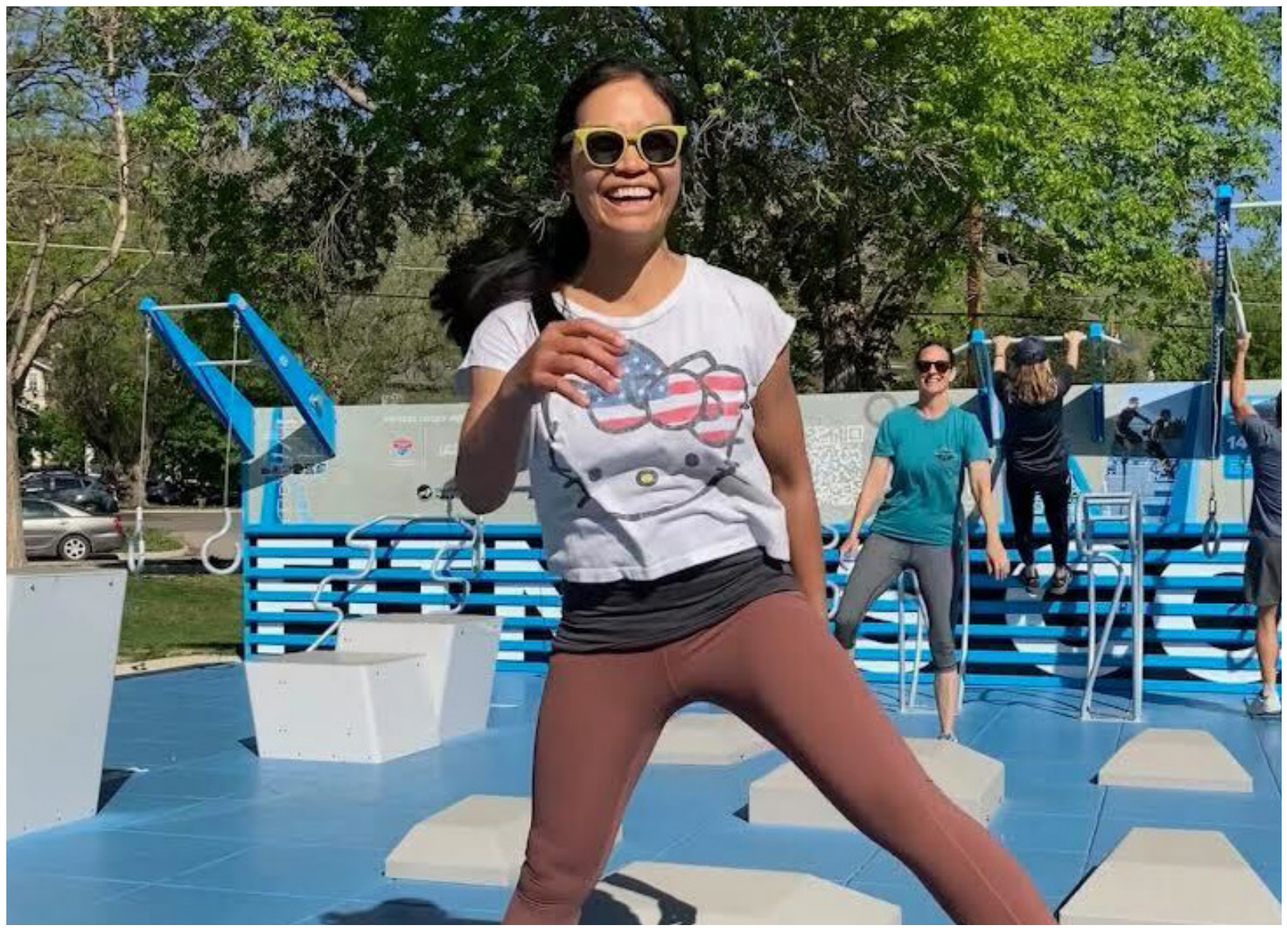


**6M+**

*people*

**have a Fitness Court® within 10 minutes of their home**







# NFC BY THE NUMBERS

Campaign Highlights

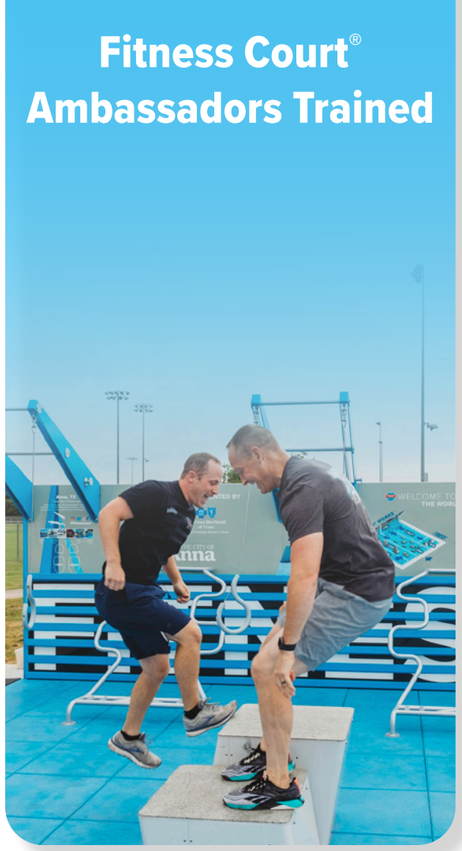
**627**

**Communities in the Campaign**



**1,937**

**Fitness Court® Ambassadors Trained**

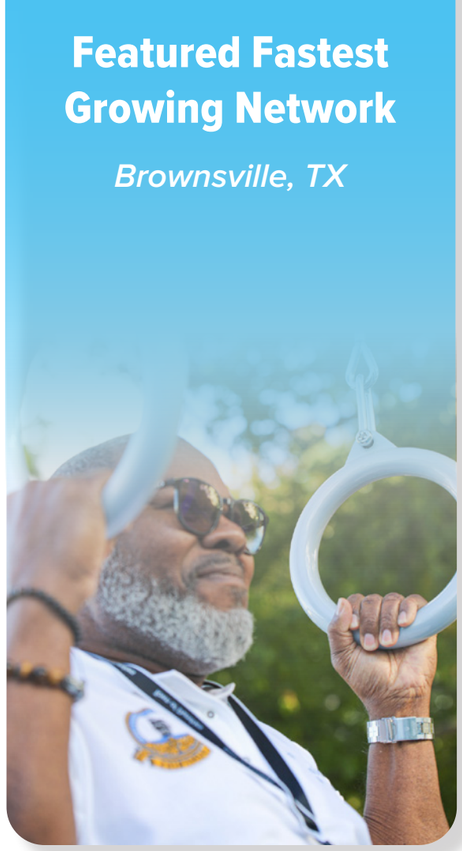


**6+**

*Planned Fitness Courts®*

**Featured Fastest Growing Network**

*Brownsville, TX*



**815K**

*Population*

**Largest City in the Campaign**

*San Francisco, CA*




**553**

*Population*

**Smallest Community Population**

*Jay, FL*



# CIVIC LEADERS ACROSS AMERICA

## Featured Officials in the Campaign



**New Jersey District 9 Assemblyman**
Brian E. Rumpf



**Illinois State Senator**
Patrick Joyce



**Illinois State Representative**
Anthony DeLuca



**Minnesota State Senator**
Eric Pratt



**Michigan State Senator**
Sylvia Santana



**Colorado District 62 State Representative**
Matthew Martinez



**Mayor of Mount Vernon**
Shawyn Patterson-Howard



**Cheyenne and Arapaho Tribes Governor EL Reno, OK**
Reggie Wassana



**President and Chancellor of ENMU, NM**
Dr. James Johnston



**Mayor of Grand Prairie, TX**
Ron Jensen



**Town of Chili Supervisor**
David Dunning



**Mayor of Wichita**
Lily Wu

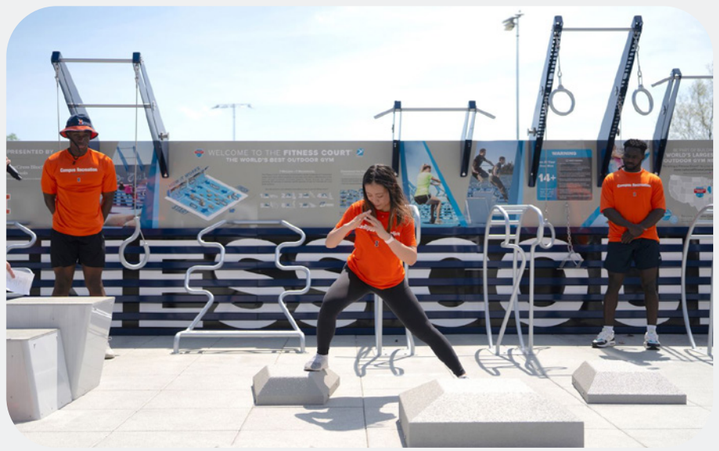
# HIGHER EDUCATION LEADERS ACROSS AMERICA

## Growing the Campus Network

### UNIVERSITY OF ILLINOIS URBANA-CHAMPAIGN



**Marcus Jackson**
Executive Director of Campus Recreation





**Stanford University**



**University of Texas at Dallas**



**University of Minnesota**



**University of California, Davis**



**Florida State University**



**South Plains College**



**Santa Rosa Junior College**



**University of Colorado Boulder**

# THE POWER OF ART

## Building America's First Outdoor Kinetic Art Gallery

Public art uplifts the built environment and transforms public spaces. Every Fitness Court® is a one-of-a-kind work of art that promotes national and local artists with inspiring creative and cultural elements unique to each community. Our public art campaign integrated with our powerful seven minute outdoor workout system provides an opportunity for communities to reimagine public spaces through art and promote healthy living with a flair! The benefits of exercising while enjoying beautiful artwork are endless.



***Moose Lake Fitness Court® in MN***
*Genessis Lopez*

**Explore the Public Art Gallery and Meet the Artists**
*Click for More on NFC's website*










***University of Minnesota***
*Artist Lysander Colindres*






***Shakopee Fitness Court® in MN***
*Jimmy Longoria*

# Texas Wellness Innovation Zone

## Bringing Wellness Infrastructure and Programs to Millions of Texans

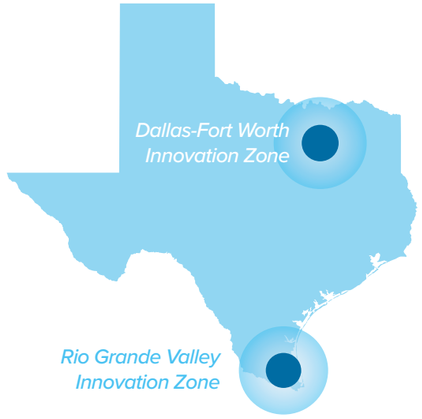
### ABOUT THE LAUNCH OF WELLNESS INNOVATION ZONES IN TEXAS

National Fitness Campaign (NFC), in partnership with Blue Cross and Blue Shield of Texas (BCBSTX), is proud to announce a groundbreaking three-year collaboration with The University of Texas Health Science Center at Houston (UTHealth) School of Public Health. This partnership aims to advance community wellness through the creation of Wellness Innovation Zones across Texas, advancing NFC's mission to make fitness free and accessible nationwide through the funding and development of free-to-the-public outdoor Fitness Court® wellness hubs.

UTHealth Houston School of Public Health has been a leader in community health through its transformative programs developed under the direction of Dr. Belinda Reininger and her team from decades of experience addressing public health challenges in Texas. Together, NFC and UTHealth will work to test and refine best practices in community wellness programs, providing new tools and insights to hundreds of site partners and impacting the health of hundreds of thousands of people.

Expanding fitness access across Texas the Wellness Innovation Zones program will bring over 150 outdoor Fitness Court® wellness hubs to communities in the Rio Grande Valley (RGV) and Dallas-Fort Worth (DFW) regions. These hubs are designed to:

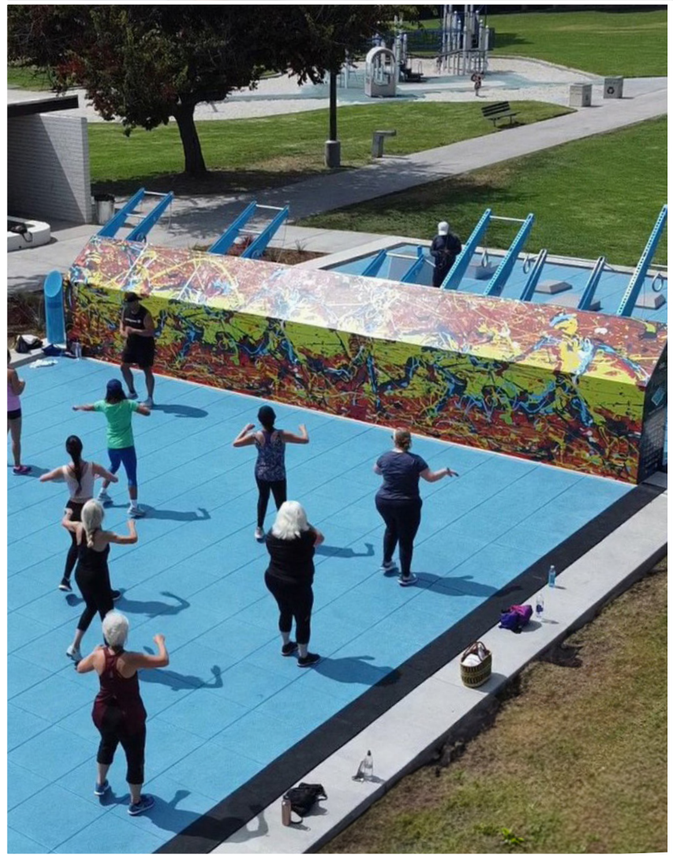
- Encourage outdoor, full-body fitness activities.
- Foster connections and social resilience.
- Promote cardiovascular and strength training in open, accessible spaces.




NFC is zeroing in on key opportunities and impact areas for this program. We're leading the charge in outdoor wellness center growth and innovation while measuring the health impact on communities, ultimately fueling the expansion of accessible fitness.

NFC Announces Groundbreaking Three Year-Collaboration to scale Wellness Infrastructure and Programming across Texas







# Muscle Milk Partnership

## D.H. Stanton Park, Atlanta, CA

### THE LIFTING PROJECT

Before the excitement of March Madness officially kicks off in the college basketball world, the City of Atlanta celebrated some excitement of their own with the help of seven-time WNBA All-Star **Candace Parker**. Parker helped usher in a new era of free, accessible outdoor fitness after the 10-day nationwide vote last June named the City of Atlanta the winner of a brand new state-of-the-art outdoor Fitness Court® Studio.

The official ribbon-cutting ceremony kicked-off on Wednesday, March 13 with Muscle Milk's Senior Marketing Manager Olivia Mitchell, welcoming the crowd of 50 to D.H. Stanton Park. Olivia emceed the celebration and shared the vision behind the company's cause-based initiative, The Lifting Project, which aims to break down barriers for athletes and everyday exercisers to own their strength regardless of circumstances, in and out of the gym. District 1 Atlanta City Councilmember Jason Winston then presented Parker with an official proclamation from the City of Atlanta, the highest honor on behalf of the City Council, declaring March 13, 2024 as "Candace Parker Day" recognizing her as a role model who exemplifies a commitment to wellness and accessibility and a dedication to community service in celebration of Women's History Month.

"I'm proud to be working with Muscle Milk and their cause-based initiative, The Lifting Project, to help make inner and outer strength more accessible for all bodies," said Candace Parker. "The Fitness Court® Studio is 100 percent free for anyone to use, 24/7. Having a safe, affordable space to play basketball made me who I am today and I'm so excited to partner with Muscle Milk to make the same kind of space available to this community. As someone who regularly comes to Atlanta for my work as an NBA analyst, I'm honored to be able to give back to this community."

After the ribbon cutting ceremony, BlazeSports led a yoga class with more than 20 participants on the Fitness Court® Studio classroom.

*Check out the full story here*






**The Fitness Court® Studio is 100 percent free for anyone to use, 24/7. Having a safe, affordable space to play basketball made me who I am today and I'm so excited to partner with Muscle Milk to make the same kind of space available to this community.**

***Candace Parker***

# Award-Winning Partner

## Randolph Park Fitness Court®, Pulaski County, VA

### Virginia Association of Counties Award

The Virginia Association of Counties awards the County of Pulaski by recognizing their Fitness Court® as an outstanding community resource that has significantly addressed local health and wellness needs. The Pulaski County Fitness Court® is an exemplary community resource that accomodates all ages and eliminates barriers to excercise, providing a much needed fitness solution for the community while fostering community engagement. Classes, workshops and events educate community members, encouraging them to lead heathier lives and equip them with the tools to do so. As a social hub, the Fitness Court® fosters connections throughout the community and revitalizes the local economy by increasing foot traffic in the area. The Pulaski County Fitness Court® has successfully addressed public health challenges, improved Individual health outcomes, strengthened community ties and enhanced residents quality of life.











# First Tribal Nation Partner

## Cheyenne and Arapaho Tribes of Oklahoma

### EMPOWERING HERITAGE & HEALTH

The completion of this project celebrates the first Blue Cross and Blue Shield of Oklahoma (BCBSOK) Fitness Court® in the state, symbolizing a strong commitment to improving the health and wellness of Oklahomans. The City of El Reno, located 25 miles west of Oklahoma City, is a historic city blending small-town charm with modern amenities. Known for its rich Route 66 heritage and landmarks, El Reno is an ideal location for the Fitness Court® Studio and the soon to launch Fitness Court® in Geary.

More than 75 community members, leaders, and partners gathered to celebrate health, heritage, and art for the ribbon cutting in El Reno. The ceremony began with remarks from Marcos Baros, director of the Cheyenne and Arapaho Tribes Diabetes Wellness Program, followed by a prayer led by Speaker of the Legislature, Kendricks Sleeper. Governor Reggie Wassana of the Cheyenne and Arapaho Tribes expressed, “We are happy and proud to partner with the City of El Reno and the other sponsors for this project. We look forward to providing healthy activities for the community and visitors alike. Creating health-conscious environments is a priority for the Cheyenne and Arapaho Tribes.”

The Fitness Court® Studio at Adams Park features artwork by Cheyenne and Arapaho artist and tribal citizen Adam Youngbear. Titled ‘Path of Our Ancestors’, the design beautifully reflects the rich heritage of the tribes, blending traditional symbols and historical events with a modern aesthetic.

El Reno Mayor, Steve Jensen emphasized the city’s pride in hosting this initiative and its broader impact on the community “We’re proud to provide the land and space for this project, showing just how strong our partnership is when it comes to promoting health and recreation. The Fitness Courts® Studio is something everyone in our community can enjoy, and we’re especially excited to share it with the Cheyenne and Arapaho Tribes. It’s a great step forward in bringing people together for a healthier, more active future.”

***Check out the full story here***





**The Fitness Court® Studio is something everyone in our community can enjoy, and we’re especially excited to share it with the Cheyenne and Arapaho Tribes. It’s a great step forward in bringing people together for a healthier, more active future.**

*El Reno Mayor Steve Jensen*

# Ambassador Spotlight

## **Darnae Wynn** | San Jacinto CA

### INSPIRING THE SAN JACINTO COMMUNITY

In the City of San Jacinto, California, one woman is embracing the multi-hyphenate. A fitness trainer, community leader, and devoted mom of two – Darnae Wynn is transforming lives through her dedication to health and wellness. Darnae has harnessed her passion for fitness to inspire and lead many women toward their best selves. **“Fitness transforms you not only physically but mentally as well,”** she shares.

**Her journey into the community spotlight** began with a serendipitous encounter between herself and a city council member. Darnae shared her vision for a healthier community and this pivotal moment led her to become a key figure in bringing National Fitness Campaign to the city, and soon, spearheading the project that would become a cornerstone for community health – the Fitness Court® at Mistletoe Park. Working closely with the city, she has taken programming at the Fitness Court® under her wing. By blending her professional training with the campaign’s mission, she has crafted a series of engaging and beneficial fitness programs tailored to meet the diverse needs of her community members. Her dedication was recognized when Darnae received an unexpected award at a city hall meeting in 2023, a testament to her impactful work. **“This award reminded me that you don’t know who’s watching you...Always do your best and stay true to the mission,”** Wynn reflects.

“If you’re an ambassador for a smaller town, not getting that much of a turn out as you’d like: show up anyway. There’s something in you that decided you wanted to do more for your community. Let that something in you drive you to not only be an example for others, but to remind yourself you were created for something more. You’re a force to be reckoned with. Keep going. See your vision through.”

***Check out the full story here***



# CHANGING LIVES - TESTIMONIALS

Testimonials from Fitness Court® Users Across the Country

## BRIANA BENN

Changing Health outcomes in **Jackson, MS** Community Champion

> **Health and fitness aren't just for a certain demographic of people — it's for everybody. Everybody should have some type of resource to come in and do something. This Fitness Court® is very user-friendly and for somebody that may not have the resources to pay for a gym membership. You can come out here for free, and you can walk.**

After an amazing fitness journey of her own, Briana Benn has been determined to help other Jacksonians change their health and fitness. The trainer hosts weekly bootcamp classes and is preparing to open a gym of her own. Briana has been an integral part in activating the greater Belhaven Fitness Court® and is excited to help others experience the benefits of the Fitness Court® for their mental and physical health.



## TATUM BARTELS

Leading **Bonner Springs, KS** Youngest & Senior Community to Health

Since its installation in Center Park, the Fitness Court® has become a key part of Tatum's programming. Every Thursday, she leads classes for participants aged 55 and older, tailoring workouts to meet their needs. Tatum also partnered with Bonner Springs High School to teach over 200 high school PE students about the Fitness Court®. By introducing outdoor workouts, Tatum has also highlighted the mental health benefits of exercise, helping residents care for both their minds and bodies.

> **In a smaller community like Bonner Springs, there's a unique opportunity to build strong relationships with the people I teach," she shared. "I've gotten to know many of the participants, and it's been incredibly rewarding to watch them progress. There's something incredibly fulfilling about seeing people embrace fitness. Helping others build the tools for healthier, happier lives is what keeps me excited to show up every day.**



## CHRISTINE TURNER

**Pineville Lake Park, NC**: Giving Back Through Fitness

> **The Fitness Court® offers an accessible space for community connection," Christine says. "It's a place where people can come together as neighbors and friends to do something positive for themselves. The group dynamic can provide that extra push for people who may be struggling to stay motivated or who are looking to try something new.**

When she's not on the Fitness Court®, Christine runs her own successful personal training business, CT Sculpt, where she empowers people to lead healthier, more active lives while also emphasizing the importance of supporting one another. Christine's work extends beyond fitness; she is deeply committed to giving back. When Hurricane Helene devastated parts of Western North Carolina, she saw an opportunity to use her platform for good. In October of this year, 100% of the proceeds from Christine's group classes on the Fitness Court® were donated to the NC Disaster Relief Fund, helping those impacted by the storm.



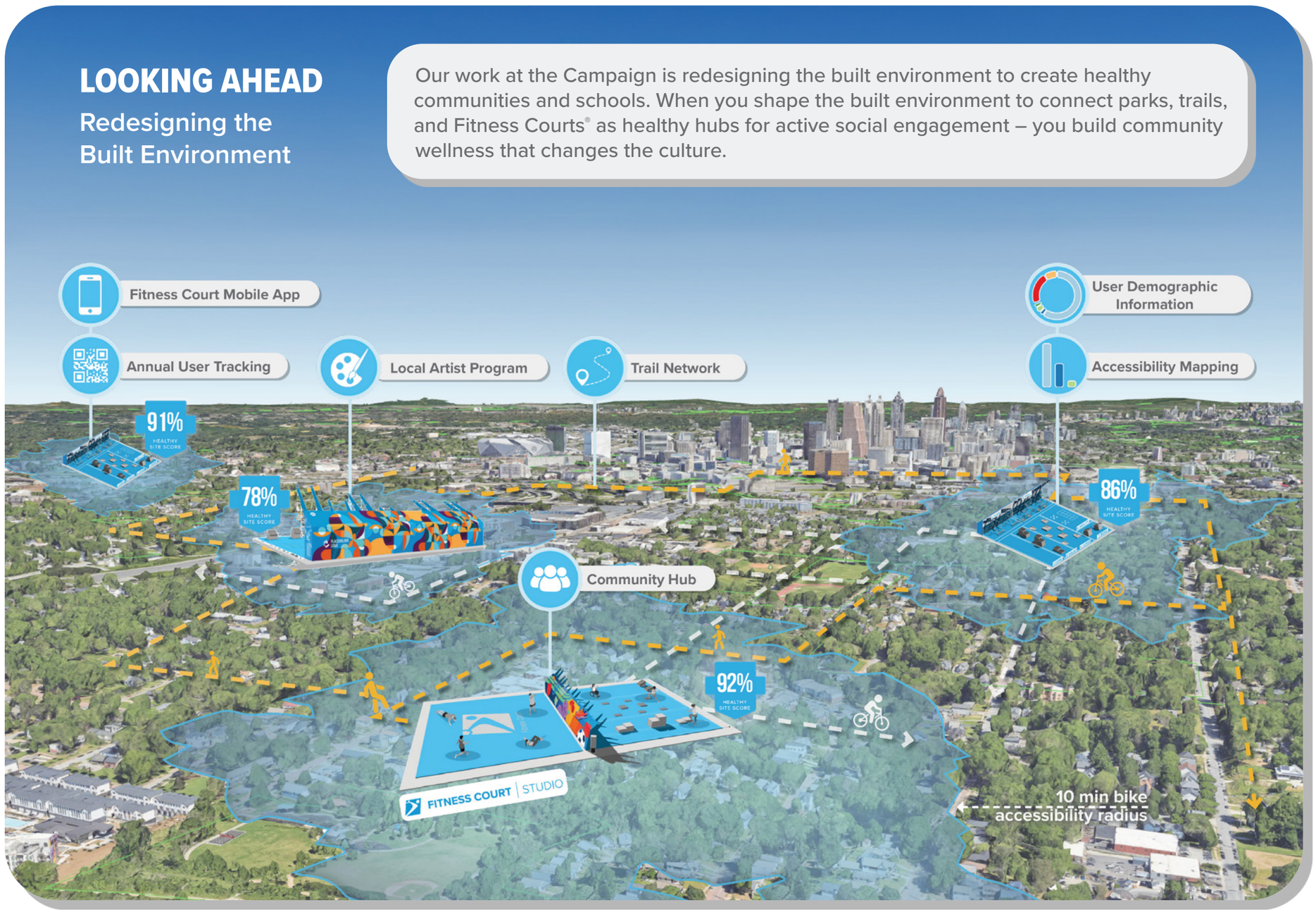
# CAMPAIGN INNOVATION

2024 Campaign

## LOOKING AHEAD

### Redesigning the Built Environment

Our work at the Campaign is redesigning the built environment to create healthy communities and schools. When you shape the built environment to connect parks, trails, and Fitness Courts® as healthy hubs for active social engagement – you build community wellness that changes the culture.




## Healthy Site Scores and Healthy City Planning

With funding to reach 1,000 healthy communities by 2026, the campaign has incorporated a Healthy Site Score (HSS) Index for each campaign member. Along with multi-site funding for health impact, the campaign delivers a comprehensive community wellness program which includes planning and design services that assist in building a network of outdoor Fitness Courts®, free community wellness hubs, and connecting them with pedestrian infrastructure to maximize health impact in communities nationwide.

## Fitness Court® Outdoor Kinetic Art Gallery Expands

National Fitness Campaign's public art and featured artist series stimulates and supports community creativity and engagement in arts, entertainment, and culture. While not a replacement for medical interventions, the arts can enhance health outcomes and reduce need for treatment by enriching the quality of life, for both mental and physical health. To date, the Campaign has partnered with more than 50 local artists and expanded the featured artist series of Keith Haring and Jean Michel-Basquiat to 10 healthy communities.

**National Fitness Campaign**
San Francisco, CA

(415) 702-4919
info@nfchq.com

**Visit** *nationalfitnesscampaign.com*






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

Council Meeting Date: April 14, 2026

| **DEPARTMENT**: Grants | **BY**: Angie Barrios-Testa | **DATE**: 04/06/2026 |
|---|---|---|

**SUBJECT**:
Consider Approval of Resolution 2026-22, a Resolution authorizing the submission of an application to the New Mexico Department of Tourism for the FY27 Destination Forward Grant Program for a Fitness Court Gym Studio Project at the Bob Forrest Youth Sports Complex

**BACKGROUND, ANALYSIS AND IMPACT**: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)
The New Mexico Tourism Department's Destination Forward Grant (DFG) is a competitive program that supports sustainable tourism infrastructure projects that enhance community vitality, promote visitation, and strengthen local economies across New Mexico.

The City of Carlsbad proposes to apply for a Fitness Court Gym System for the Bob Forrest Youth Sports Complex for the FY27 Destination Forward Grant Program. This project builds on the City's successful partnership with National Fitness Campaign (NFC), which previously funded a Fitness Court along the Pecos River that has exceeded national usage benchmarks (4,345 workouts vs. 2,500 average).

**The Project Alignment:**

- Strong DFG Alignment: Enhances outdoor recreation, wellness tourism, and destination appeal.
- Project Readiness: Site identified; partnership and implementation model established.
- Proven Demand: Existing facility exceeded national performance benchmarks.
- Strategic Location: High-traffic sports complex serving residents and visitors.

**Potential Impact:**

- Quality of Life: Expands free, accessible fitness opportunities.
- Tourism & Economy: Supports visitation, events, and extended stays.
- Financial: Leverages external funding to reduce local cost burden.
- Infrastructure: Adds a durable, high-use recreational amenity.

The total project cost is approximately $530,000, including a $450,000 DFG request and an $80,000 NFC contribution to support the required match. The total cost includes $25,000 for the local art option and a shade structure. Staff requests City Council approve and adopt the enclosed resolution authorizing the application and designating the Mayor, or his designee, as the authorized signatory for all documents related to this grant.

**DEPARTMENT RECOMMENDATION**:
If it is the will of City Council, to approve and adopt the enclosed resolution authorizing the submission of the application and to designate the Mayor or his designee as the authorized signature authority for all the documents related to this grant application.

**BOARD/COMMISSION/COMMITTEE ACTION**:
-

**Reviewed by**:

| | |
|---|---|
| City Manager: Wendy D Austin | Date: April 9, 2026 |

**Attachments**:
1. Resolution_FY27_NM Tourism_Destination Forward Application Submission (1)
2. FY27_Destination_Forward_Grant_Guidelines_FINAL_
3. FY27_Destination_Forward_Document_Upload_Checklist_
4. FY27_Destination_Forward_Grant_Sample_Application_

**RESOLUTION NO. 2026-**22

**A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE NEW MEXICO TOURISM DEPARTMENT FOR THE FY27 DESTINATION FORWARD GRANT PROGRAM FOR A FITNESS COURT GYM STUDIO PROJECT**

**WHEREAS,** the New Mexico Tourism Department (NMTD) has established the Destination Forward Grant (DFG) Program to support the development and enhancement of sustainable, community-based tourism infrastructure projects that strengthen local economies, cultural identity, and environmental stewardship; and

**WHEREAS,** the DFG Program prioritizes projects that enhance outdoor recreation, promote community wellness, increase visitation, and align with the New Mexico True brand of "adventure steeped in culture"; and

**WHEREAS,** the City of Carlsbad is committed to investing in high-quality, accessible outdoor recreation infrastructure that benefits residents while also enhancing the City's appeal as a regional and statewide destination; and

**WHEREAS,** the City of Carlsbad proposes the development of a Fitness Court Gym Studio at the Bob Forrest Youth Sports Complex, a highly visible, accessible, and heavily utilized recreational facility that serves residents, youth sports participants, and visitors; and

**WHEREAS,** the proposed Fitness Court Gym Studio is designed to provide free, inclusive, and year-round outdoor fitness opportunities, including structured programming such as yoga, Zumba, and group training, thereby enhancing the visitor experience and supporting health and wellness tourism; and

**WHEREAS,** the project will be implemented in partnership with the National Fitness Campaign (NFC), a nationally recognized public-private wellness initiative that provides comprehensive support, including design, planning, installation, community engagement, and technology integration; and

**WHEREAS,** the City of Carlsbad previously partnered with NFC and BlueCross BlueShield of New Mexico to install a Fitness Court Studio along the Pecos River near the Riverwalk Recreation Center, which launched on June 25, 2025, and significantly exceeded national usage benchmarks with approximately 4,345 workouts compared to the Tier C national average of 2,500; and

**WHEREAS,** this demonstrated success highlights strong community demand and regional appeal, supporting the expansion of fitness-based amenities that contribute to Carlsbad's attractiveness as a destination for recreation and wellness tourism; and

**WHEREAS,** the total estimated cost of the Fitness Court Gym Studio project is approximately $530,000, of which the City of Carlsbad is requesting $450,000 in Destination Forward Grant funding, and $80,000 will be provided through the National Fitness Campaign grant contribution, which may be applied toward the 5 percent required match; and

**WHEREAS,** the project supports the goals of the Destination Forward Grant Program by enhancing tourism-supporting infrastructure, encouraging extended stays, promoting healthy lifestyles, and contributing to a vibrant and resilient community; and

**WHEREAS,** the City of Carlsbad is committed to the long-term operation, maintenance, and sustainability of the Fitness Court Gym System and to complying with all applicable grant requirements; and

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CARLSBAD,** that the City of Carlsbad has approved the submission of a grant application to the New Mexico Tourism Department for the FY27 Destination Forward Grant Program to fund the Fitness Court Gym System Project at the Bob Forrest Youth Sports Complex, which will enhance outdoor recreation, support community wellness, promote tourism, and improve the overall quality of life in Carlsbad.

**INTRODUCED, PASSED, ADOPTED, AND APPROVED this 14th day of April 2025.**

_____
Richard D. Lopez, Mayor

ATTEST:

_____
Nadine Mireles, City Clerk

NEW MEXICO TRUE

# DESTINATION FORWARD
# FY27 GRANT GUIDELINES

The Destination Forward Grant (DFG) is a competitive grant that supports the long-term destination development and rejuvenation of community-based, sustainable tourism infrastructure projects across New Mexico.

The DFG helps empower New Mexican communities to become viable, welcoming, and highly desirable places to visit, as well as to repair, maintain, and enhance existing destinations for tourism.

The DFG focuses on funding tourism infrastructure, assets, and experiences that help build resilient, vibrant communities and that **align with the New Mexico True Brand promise of "adventure steeped in culture."**

A desirable destination is a place that inspires the residents as well. The DFG will award projects that convey strong community-based leadership and display long-term viability through thoughtful and community derived planning. DFG projects will support sustainable local tourism business revenue growth.

The DFG intends to give New Mexico and its various tourism projects and destinations more **national and global prominence** in environmentally sustainable tourism development and management.

The DFG will consider applicants to be more competitive by meeting our goals of improving local communities' socio-economy and culture as well as the local environment.

## COMMITMENT TO SUSTAINABLE TOURISM INFRASTRUCTURE (RE)DEVELOPMENT

Beginning in 2021, the New Mexico Tourism Department (NMTD) began vetting tourism-related infrastructure projects that 1) were of priority to local governments, and 2) had potential to positively impact tourism regionally. These recommendations included over 100 tourism-related infrastructure projects totaling over $300 million in project funding. Leveraging the technical expertise and relationships of the Council of Governments (COGs) with their local governments, NMTD partnered with these organizations to identify the tourism-related infrastructure priorities for each region. Twenty-four (24) of thirty-three (33) counties currently have projects underway. Additionally, all projects vetted through this process are within the State's Infrastructure Capital Improvement Plan (ICIP).

The next iteration of these recommendations and projects is the Destination Forward Grant (DFG) Program which dedicates funding towards projects that specifically support tourism. Legislatively appropriated funds are available for this grant in FY27 ***(to be confirmed following 2026 Legislative Session)***. Awards are competitive, so it is likely that requests for funding will exceed available funds.

The DFG Program will provide matching funding to tourism stakeholders within New Mexico to support the

development and/or redevelopment of viable tourism infrastructure that celebrates the authentic natural and cultural spirit of New Mexico.

The DFG Program can support and fund local governments and tourism-related entities in the public sector. NMTD encourages applicants from **both urban and rural areas** to apply.

## WHAT IS DESTINATION DEVELOPMENT?

Destination development is the intentional planning and investment in a destination's experiences, infrastructure, and community assets to enhance visitor appeal while improving quality of life access for residents.

## WHAT DOES "VIABLE" MEAN?

Viable destination development practices prioritize sustainability, community alignment, and long-term economic resilience by balancing visitor demand with resident quality of life. These practices focus on investing in authentic experiences, thoughtfully developed infrastructure, and workforce capacity while protecting cultural and natural resources. Successful practices are data-informed, locally driven, and adaptable to changing market and environmental conditions.

## WHAT QUALIFIES AS TOURISM INFRASTRUCTURE?

"*Tourism Infrastructure*" includes but is not limited to:

- Development of outdoor recreation infrastructure including:
  - language interpretation
  - trail development
  - connectivity
  - wayfinding
  - water recreation, etc.
- Recreational site improvements
- Signage and wayfinding to enhance the visitor experience
- Tourism attraction facilities:
  - restroom facility upgrades
  - ADA accessibility
  - systems upgrades and replacements
  - waste management
- Dark skies viewing areas
- (Re)development of historic assets, including:
  - museums
  - theaters
  - public spaces
  - historic locomotives
  - industrial districts
  - other cultural/historic assets and facilities
- Rehabilitation, maintenance, and conservation of cultural sites/Indigenous sacred sites/archaeological sites
- Bike, pedestrian, and equestrian transportation and other related developments
- Camping and RV-related accommodation
- Beautification and conservation:
  - sustainable park design and re-development
  - sustainable landscaping
  - wildlife refuges and rewilding areas
  - conservation education centers/information centers
- Fairgrounds, convention center/facilities, performance venues, and other event spaces and venues
- Public art
- Agritourism farms, food trails, or other related facilities
- Innovative (re)developments leveraging technology to showcase authentic New Mexican culture (and nature if applicable).
- Visitor information or attraction Kiosks (including but not limited to digital signage, wayfinding, interactive installations)
- Visitor information centers and their improvements
- Other tourism-related infrastructure, eligibility to be determined by the grant review committee

# DESTINATION FORWARD GOALS AND OBJECTIVES

The Destination Forward Grant aims to adhere to its commitments to communities and the environment by delivering on five (5) main goals and their objectives:

1. **INCREASE VISITATION**
   - 1.1. Increase sustainable visitation rates.
   - 1.2. Increase repeat stays.
   - 1.3. Increase extended stays.
   - 1.4. Increase visitor spending at the destination.
   - 1.5. Bring a visitor experience or service to market readiness.

2. **IMPROVE OR ENHANCE THE VISITOR AND RESIDENT EXPERIENCE**
   - 2.1. Increase positive reviews from tourists.
   - 2.2. Increase positive reviews from residents and enhance community's quality of life via tourism (re)development.
   - 2.3. Increase accessibility for residents and tourists.
   - 2.4. Provide visitor-oriented services that are open for use to the public and not limited to private membership.
   - 2.5. Ensure resident support for tourism development through collaboration.
   - 2.6. Ensure cultural respect and sensitivity in tourism development.
   - 2.7. Ensure high quality, diversity, and authenticity of interpretation to tourists.
   - 2.8. Support legacy opportunities, including the enhancement of existing tourism infrastructure or new construction e.g., visitor facilities and attractions.

3. **SPUR ECONOMIC GROWTH AND CAPACITY OPPORTUNITIES FOR RESIDENTS**
   - 3.1. Increase capacity building efforts in tourism development at the destination.
   - 3.2. Create tourism-related jobs.
   - 3.3. Diversify the local tourism economy.
   - 3.4. Expand the creative economy.

4. **INCREASE NATIONAL AND GLOBAL RECOGNITION OF NEW MEXICO AS A SUSTAINABLE TOURISM DESTINATION**
   - 4.1. Aid in destination recovery, emergency preparedness, and resiliency.
   - 4.2. Diversify the wider, local economy.
   - 4.3. Support a thriving tourism economy.
   - 4.4. Increase visitor experience and/or services within a community or region.
   - 4.5. Foster sustainable tourism development that ensures a balance between economic, social, cultural, and environmental values.
   - 4.6. Measure, monitor, and/or assess tourism impacts and risks at the destination level across economic, social, cultural, and environmental assets.

4.7. Increase the competitiveness of New Mexican visitor experiences and services as well as the exposure of New Mexican communities, as desired by the communities.
4.8. Spur private sector investment in new and enhanced visitor experiences and services state-wide.
4.9. Create sustainable tourism jobs and economic activity in communities state-wide.

**5. INCREASE POSITIVE IMPACTS ON THE LOCAL ENVIRONMENT WHILE DECREASING NEGATIVE IMPACTS**

*(ALL PROJECTS REFERENCING GOAL 5 MUST REFERENCE AT LEAST ONE OTHER GOAL)*

5.1. Utilize green, ethically, responsibly, and sustainably sourced goods, materials, and labor for tourism (re)development.
5.2. Rehabilitate, restore, rewild, and/or revegetate any disturbed areas caused by the tourism infrastructure project with local, native species.
5.3. Ensure minimal disturbance to local, native wildlife, and flora/habitat in tourism (re)development.
5.4. Engage with local and Indigenous experts as well as other relevant experts and community stakeholders in the safeguarding of local biodiversity throughout the project's development and management.

# WHO CAN APPLY?

**ELIGIBLE APPLICANTS** must be based in New Mexico and include:

- Local governments, including Special Districts;
- Tribal governments;
- Municipalities; and
- Non-profit organizations must partner with a government entity to serve as their fiscal agent.

Fiscal agents and signatories must be authorized to sign agreements/contracts on behalf of the organization.

**ELIGIBLE PROJECTS** must be in New Mexico and must:

- Be "**shovel-ready**" – have completed the planning and design phase of the project and can begin construction in the near future.
- If not shovel-ready, projects must be "**shovel-worthy**" – have begun the planning and design phase of the project and have demonstrated the support from the local government to begin construction immediately upon completion of the planning and design phase of the project.
- Align with fund goals and objectives.
- Align with region's economic/comprehensive or other regional development plan.
- Aim at funding destination development where the greatest needs exist.

# GRANT STRUCTURE AND REQUIREMENTS

For fiscal year 2027 ("FY27"), the Destination Forward Grant Program is updating its tiered program system. The new tiers for applications are as follows:

- Tier I: Ready Projects – up to $50,000 (requires no match)
- Tier II: Growth Projects – $50,000 to $250,000
- Tier III: Signature Projects – $250,000+

Technical Assistance will be available at any time in the application process.

**GENERAL REQUIREMENTS:**

- Projects must be compliant with local zoning ordinances, protected areas, and cultural heritage.
- Applicants must demonstrate capacity for ongoing monitoring of the site, which is important for mitigating the risk of damage caused by the business's products and activities.
- Funding for Destination Forward Grants must be expended, and the awarded project completed, within the two (2) fiscal years following the beginning of the award year. For the FY27 grant cycle, the delivery date is June 30, 2028.
- If awarded, the applicant must agree to report on the project's progress and budget as outlined in the executed grant agreement.

MATCH REQUIREMENT:

- Tier I projects do not require a match. Tier I Applications that can demonstrate any matching funding may be given preference.
- Projects should be able to match up to 5% of eligible expenditures for Capital Outlay Projects. Applicants must show proof of this ability by including either a "Resolution of Sponsorship" from a governing body, or an official, signed letter from the primary applicant and/or budget authority indicating the availability of the 5% match.
- Applicants that provide a match greater than 5% may be given preference. If unable to meet the 5% match requirement, an applicant may indicate their intention to apply for hardship (a "match waiver") in their application.
- Projects should also:
  - generate value over a long period of time (10 years minimum);
  - provide long-term financial benefit and public access to the community; and
  - include long-term intangible and tangible assets and investments.

INELIGIBLE EXPENDITURES:

- Operational expenses shall not be eligible for funding.
- Donated labor or staff time, as well as in-kind funds, cannot be counted as local matching funds.

## TIER I: READY PROJECTS – UP TO $50,000

**TIER I** projects are initiatives that are sufficiently planned and prepared to begin implementation within the grant period. These projects address clearly defined needs, have minimal outstanding barriers, and advance destination readiness or visitor experience improvements. Eligible **TIER I** Projects may include, but are not limited to:

- Mapping, GIS, or wayfinding plans.
- Planning, feasibility, or strategic plans/reports.
- Architectural, engineering/design, and/or structural reports.
- Public easement and right of way, as well as other legal compliance documents.
- Other relevant environmental and zoning studies, plans, and reports necessary for the tourism- infrastructure project.
- Physical or digital signage that improves visitor navigation or interpretation.

**TIER I** projects **must**:

- Demonstrate that the proposed work supports tourism.
- Be at minimum "shovel-worthy" – have begun the planning and design phase of the project and have demonstrated the support from the local government to begin construction the moment the planning and design phase of the project is complete.
- Be completed within the given Fiscal Year (FY) or timeline identified in the grant agreement.
- Include a milestone timeline and itemized budget of the project in the application.
- Include recent letters of support and/or commitment from key stakeholders.
- Include quotes, signed agreements, or correspondence with contractors, firms, agencies etc. that will conduct on-site location mapping, planning, analysis, and assessment of socio-economic, socio-cultural, and environmental risks, impacts, and benefits.

## TIER II: GROWTH PROJECTS – $50,000 TO $250,000

**TIER II** projects should be of moderate scope and complexity that advance tourism infrastructure, visitor amenities, or destination enhancements beyond early planning phases. Applicants must demonstrate organizational capacity, project readiness, and the ability to manage funding and reporting requirements commensurate with the requested award.

**TIER II** eligible activities may include:

- Construction, renovation, or modernization of tourism infrastructure.
- Implementation of previously completed planning or design work.
- Expansion or enhancement of visitor services, amenities or experiences.

**TIER II** projects **must**:

- Demonstrate that the proposed work supports tourism.
- Be "shovel ready" – have completed the planning and design phase of the project and can begin construction in the near future.
- Be completed within the given Fiscal Year (FY) or timeline identified in the grant agreement.
- Include a milestone timeline and itemized budget of the project in the application.
- Include recent letters of support and/or commitment from key stakeholders.

- Funding connected with capital outlay/ ICIP project will be given award preference.
- Estimates of standard costs for construction and equipment that must be submitted along with the application include, but are not limited to:
    - Contractor fees
    - Subcontractor fees
    - Exterior shell
    - Interior buildout and finish
    - Plumbing
    - Electrical
    - Mechanical
    - Telecommunication systems
    - Site work costs
    - Contingency costs - usually 15%
    - Other relevant costs and estimates

## TIER III: SIGNATURE PROJECTS –$250,000 AND ABOVE

**TIER III** projects support large-scale, high impact projects that significantly advance destination development at the regional or statewide level. These projects require enhanced review due to their scope, cost, and long-term implications. In addition to submitting a complete application, applicants requesting $250,000 or more must deliver a virtual presentation to the review committee as a part of the evaluation process. The presentation allows applicants to demonstrate project readiness, clarify scope and budge, and respond to committee questions prior to final scoring and funding recommendations.

**TIER III** projects **must**:

- Demonstrate that the proposed work supports tourism.
- Be "shovel ready" – have completed the planning and design phase of the project and can begin construction in the near future.
- Project or phase of the project must be completed within 24 months of the start of the fiscal year ("FY") awarded. This grant cycle is for FY27 starting on July 1, 2026.
- Include a milestone timeline and itemized budget of the project in the application.
- Include recent letters of support and/or commitment from key stakeholders.
- Funding connected with capital outlay/ ICIP project will be given award preference.
- Applications with proof of additional project funders will be given preference.
- Estimates of standard costs for construction and equipment that must be submitted along with the application include, but are not limited to:
    - Contractor fees
    - Subcontractor fees
    - Exterior shell
    - Interior buildout and finish
    - Plumbing
    - Electrical
    - Mechanical
    - Telecommunication systems
    - Site work costs
    - Contingency costs - usually 15%
    - Other relevant costs and estimates

# GRANT APPLICATION CHECKLIST

**STEP 1: AM I ELIGIBLE?**

- The following steps will assist you in determining the eligibility of your project for Destination Forward Grant funding:
    - Conceptualize and identify an eligible tourism infrastructure project that aligns with the goals and objectives of the DFG.
    - Please note, not all goals and criteria listed may be applicable to your project, but your project should choose to deliver on at least one of the goals (two, if you are applying for Goal 5) and its objectives.
    - Identify any existing gaps and opportunities and engage further with key stakeholders/partners to hire a contractor, agency, engineer, archeologist, architect etc. to conduct necessary site assessments. A list of contractors, engineers and other industry-related agencies and experts, as well as their contact information, can be found in the ICIP guidelines.
    - Gather all necessary letters of approval and support/commitment as well as relevant supporting documents based on the Tier/Sub-Tier you wish to apply for. You can find a list of necessary documents according to your tier in the guidelines above as well as on our website. You can also find additional, "**general requirements**" listed above.
        - **Optional:**
            - Include a benchmark/SWOT study of the project or of similar projects in another region/state/country.
            - Include any photos, news stories, media, branding, or marketing of your project or of a similar project.
            - Include a socio-economic and/or socio-cultural management plan.
            - Include an environmental management plan.
    - Rank your project on ICIP. Their guidelines can be found in the link above. Higher ranking projects will be prioritized. You may submit proof of current ICIP projects if you are in the process of updating/adding projects to the ICIP system.
- If awarded, the awardee must complete the "Preliminary Plan for Use of Funds" which will be agreed upon by both parties prior to beginning the project.

**STEP 2: HAVE I BEEN ACCEPTED AND APPROVED FOR FUNDING?**

- If your application meets all program criteria, and there are appropriate funds available, you and your team of key stakeholders/partners will receive a Notification of Award for project implementation along with an Agreement letter which must be signed and dated by the project leader.
- **TIER II** and **TIER III** applications require a 5% match from an eligible fiscal agent with an official, signed letter or "Resolution of Sponsorship" indicating the 5% match availability. Applicants that are able to provide a greater match than 5% may be given preference. If unable to meet the 5% match, applicants may indicate their intention to apply for hardship (a "match waiver") in their application.

**STEP 3: DO I NEED TO CONDUCT ANY PROJECT REPORTING AFTER BEING FUNDED?**

- No, after successfully awarding the grant, no immediate reporting is required, all reporting requirements will be outlined in your grant agreement.
- NMTD reserves the right to conduct on-site assessments at any point of the grant cycle to

ensure that the project is meeting its goals and budget in a timely manner and to identify any gaps that might need further support.

- Once the project is complete, you must provide data-driven reports regarding the positive and negative impacts of the project across all levels (*i.e.*, social, cultural, economic, and environmental impacts) on an annual basis.
- Please include photos, media, press releases, etc. as further evidence of the project's impact.
- The awardee should adjust and manage the project over time as needed, especially regarding negative impacts at the destination. Awardees must include any adjustments and plans for improvement in the annual report.

## EVALUATION CRITERIA

Your DFG application will be scored based on the following criteria:

- **Eligibility.** Review the list of general requirements, as well as eligible applicants, projects, and expenditures in the guidelines above and identify all areas your project complies.
- **Your narrative**. In your project summary, this is your chance to shine and provide as many specifics as possible about what has been done, what is happening now and what will be done in the future concerning your infrastructure project. How do you and your project stand out? What are the "needs" that will be met with this funding vs. the "wants" - what is the relative community impact over the long-term?
- **Project readiness aka "shovel-readiness or shovel-worthiness".** Projects will be scored heavily on how soon applicants are able to begin their projects. Include an up-to-date timeline of milestones in your application.
    - Quality and quantity of supporting documents. Be sure to include up to date (no older than 6 months or than the previous FY, whichever comes first) supporting documents, which may include:
        - Proof of eligibility (*e.g.*, W9, W9 substitution, Resolution of Sponsorship, etc.)
        - Letters of support, approval, and/or commitment to your project from key stakeholders.
        - Proof of compliance with regulations, zoning permits, approvals etc. from the relevant authority, which will be verified as part of your application, plus engineering, structural, and archaeological reports, studies, and maps of the site area. (This criterion is especially applicable to **TIER II** applicants who must demonstrate they have completed **TIER I** or similar requirements).
        - Any relevant economic, social, cultural, and/or environmental plans as well as business and community action plans that have already been made and/or any indication of future plans according to your Tier/Sub-Tier.
        - Any and all data collected regarding the impacts of tourism and the project on the area.
- **Sustainability**. Your application must show the sustainability of the project across all levels (*i.e.*, economic, social, cultural, environmental impacts).
- **Quality of itemized budget.** Your application must include an itemized budget detailing what you wish to have funded through the DFG and which of the goals and objectives these items aim to address. The more specific and itemized, the better. (Please see a list of our goals in "**Purpose**" above).
- **Consideration.** To be considered, applications must be complete, must include all required documents, and must be submitted through the online portal by the posted deadline.
- *****Projects that are included on the ICIP Dashboard will be given additional preference. Please contact your local Council of Government (COG) representative for more info.*** ** You may submit proof of current ICIP projects if you are in the process of updating/adding projects to the ICIP system.

The following evaluation matrix can be used as a tool for you to ensure that your project application is complete and competitive before submission.

# DESTINATION FORWARD GRANT EVALUATION MATRIX

| **Scoring Criteria** | **Weight** (out of 100%) |
|---|---|
| **Initial Eligibility**<br>• Both the applicant and project must be eligible according to guidelines and its various conditions and tiers<br>• Project must be located in New Mexico<br>• Project must support the tourism sector | **Required to move forward in review process** |
| **Meets DFG Goals and Objectives – See Full List in Guidelines**<br>• Goal 1: Increase visitation<br>• Goal 2: Improve or enhance the visitor and resident experience<br>• Goal 3: Spur economic growth and capacity opportunities for residents<br>• Goal 4: Increase national and global recognition of New Mexico as a Sustainable Tourism destination<br>• Goal 5: Increase positive impacts on the local environment while decreasing negative impacts | **35%** |
| **Innovative Approach to Partnership and Community Building**<br>• *Evidence of multiple funding sources for the project*<br>• Evidence of strong community support<br>• Evidence of innovative partnerships and collaboration | **30%** |
| **Organizational Capacity/ "Shovel-Readiness or Shovel-Worthiness"**<br>• Evidence of previous and current experience in completing projects on time and within budget<br>• Evidence of previous project planning engagement and completion with NMTD, ICIP or similar<br>• Evidence that the applying organization has necessary documents, resources, and capacities to undertake and complete the project being applied for<br>• Evidence of legal compliance, financial reliability, strong partnerships, team governance, key stakeholders in tourism and other industries, as well as other relevant information will be evaluated | **20%** |
| **Measuring and Reporting Success and Sustainability**<br>• Evidence of appropriate, reliable, accurate and precise measurements of short-term and long-term impacts at the destination including adjustments and management of said impacts over time | **15%** |

NEW MEXICO TRUE

# DESTINATION FORWARD

## FY27 DOCUMENT UPLOAD CHECKLIST

Please use this checklist as a reference and planning tool when gathering the required documentation to upload with your application. Be sure to refer to the grant guidelines and the grant application when gathering your documents since there are different documentation requirements depending upon the Tier/Track for which you are applying.

Also, please be aware that some of the documents below are listed as "optional" but will help strengthen your application if you upload them along with the application.

There is also an "additional" and "optional" document upload list below which will also help strengthen your application even further.

There is up to a two-year program life cycle with this FY award – depending on project type and phase.

Please be sure to contact the New Mexico Tourism Department at grantinfo@td.nm.gov if you have any questions or concerns.

**REQUIRED DOCUMENTATION**

- ☐ Proof of eligibility (W9s, W9 subs, etc.) Must be current – within the last year.
- ☐ Proof of Infrastructure Capital Improvement Plan (ICIP) project – if applicable.
- ☐ ***Tier I Applicants ONLY*** **-** Evidence of your project's "shovel-worthiness" (e.g. quotes, signed contracts/agreements, signed letters of commitment/approval, preliminary maps, etc.)
- ☐ ***Tier II and Tier III Applicants ONLY*** **-** Evidence of completing Tier I or similar project. This could also be considered as your project's "shovel-readiness" (e.g. preliminary studies, reports and maps, letters of commitment/approval, lease agreements (if applicable), zoning (if applicable), public easement, right of way and other legal compliance documents as applicable.)
- ☐ Evidence of community and other relevant stakeholder support (signed letters of support which are current and project specific).

☐ A Resolution of Sponsorship from a governing entity and/or signed letter by the primary applicant and/or budget authority for the project indicating the 5% match or greater availability. If you are not able to meet the 5% match and are applying for hardship (match waiver) please upload a statement attesting to this effect.

☐ Please ensure that your application has an itemized budget and milestone timeline filled out in the specified fields in the application.

**OPTIONAL DOCUMENTATION - BUT HIGHLY ENCOURAGED**

☐ Proof of NMTD Tourism Infrastructure project.

☐ Copy of the community's economic/comprehensive and/or destination development plan.

☐ Further documentation (e.g. maps, zoning surveys, environmental studies and other related plans and documents) that conveys the environmental and cultural sustainability of the project's proposed location.

☐ Any marketing materials, mock-ups and similar documents that may have already been developed.

☐ Any data that may have already been collected relevant to this project and its sustainable management.

☐ Any other supporting documentation you may have to address and support your specified goals and objectives in your application. These could include photos, media, promotional strategies, support letters, MOUs, plans, blueprints, studies, surveys, case studies from other destinations you plan to implement, etc.

**ADDITIONAL DOCUMENTATION (optional)**

☐ Benchmark/SWOT analysis of your project or other similar projects.

☐ Any additional photos, news stories, media, branding, marketing concepts or similar either of your project or of similar ones done elsewhere.

☐ A community socio-economic and socio-cultural management plan.

☐ A community environmental management plan.

☐ Any other relevant, local community business and action plans that are in effect or are in the process of being made.

NEW MEXICO TRUE

# DESTINATION FORWARD

## FY27 DOCUMENT SAMPLE APPLICATION

SAMPLE APPLICATION

This application is for the New Mexico Tourism Department's Destination Forward Program which is a competitive grant that supports the long-term development and implementation of tourism infrastructure projects throughout New Mexico.

Local governments, including special districts and political subdivisions, tribal governments and municipalities are eligible to apply.

Please fill out each question to the best of your ability. The more complete your application, the more competitive your application will be. Save your draft application as you go! To save scroll to the bottom of the application.

Questions may not be in sequential order based on your answers to specific questions. This is intentional and does not impact your application content or status.

Please be sure to upload all required supporting documents as well as any additional documentation that could make your application stronger. Please refer to the guidelines and document checklist on our website for more information.

Make sure you hit the “Submit” button when you complete the application. You should receive a confirmation email shortly after submitting.

If you have any questions, please feel free to contact us at grantinfo@td.nm.gov.

## SECTION 1: APPLICANT INFORMATION

1. Legal Name of Entity

2. Type of Eligible Entity

- County Government
- Local Government, including Political Subdivisions and Special Districts
- Municipality
- Tribal Government
- Destination Marketing Organization or Tourism-related non-profit organization

2a) If DMO or Tourism-related non-profit organization what type of government entity is serving as your fiscal agent?

- County Government
- Local Government, including Political Subdivisions and Special Districts
- Tribal Government
- Municipality

3. Primary Contact Information
   - First Name
   - Last Name
   - Organization/Entity's Legal Name
   - Title/Role
   - Mailing Address
   - Email Address
   - Phone Number

4. Financial Contact Information
   - First Name
   - Last Name
   - Organization/Entity's Legal Name
   - Title/Role
   - Mailing Address
   - Email Address
   - Phone Number

SAMPLE APPLICATION

5. Signature Authority/Fiscal Agent Contact Information
    - First Name
    - Last Name
    - Organization/Entity's Legal Name
    - Title/Role
    - Mailing Address
    - Email Address
    - Phone Number

6. Please provide your entity's NM Business Tax ID Number.
    *This is an eleven-digit number that begins with 01-,02-, or 03-.*

7. Please provide your Federal Employment Identification Number (EIN).
    *This number is a nine-digit number that begins with 85-.*

8. Please provide proof of eligibility (Recent W9s, W9 subs, etc.) - UPLOAD

9. Have you participated in any NMTD grant programs previously? If so, please check which program(s) you have participated in below:
    - ☐ Cooperative Marketing Grant Program
    - ☐ Clean & Beautiful Grant Program
    - ☐ Rural Pathway Incubator Program
    - ☐ Rural Pathway Grant Program
    - ☐ Tourism Event Growth & Sustainability Program (TEGS)
    - ☐ NM True Certified Program
    - ☐ Route 66 Centennial Grant Program
    - ☐ I am unsure of past participation.
    - ☐ I have not participated in any NMTD programs

SAMPLE APPLICATION

## SECTION 2: PROJECT CONCEPT AND PURPOSE

10. Is your project on the State of New Mexico's Department of Finance & Administration's (DFA) Infrastructure Capital Improvement Plan (ICIP) list? If not, please explain.
    - Yes
    - No

11. Please provide the ID number and rank.

12. Please provide proof of your ICIP project - for example, a screenshot of the ICIP listing on the DFA website. - UPLOAD

13. What kind of tourism infrastructure project are you looking to fund?

    *Please select all that apply to your project:*

    - ☐ Development of outdoor recreation infrastructure (e.g. interpretation, trail development, connectivity, way finding, water recreation, etc.).
    - ☐ Recreational improvements.
    - ☐ Signage and wayfinding that align with community branding and marketing.
    - ☐ Tourism Attraction Facilities (e.g. restroom facility upgrades, ADA accessibility, system upgrades and replacements, broadband, waste management, etc.).
    - ☐ Dark Skies viewing area.
    - ☐ (Re)Development of historic assets (e.g. museum, theater, public space, historic locomotive, industrial district, other cultural/historic assets and facilities.).
    - ☐ Rehabilitation, maintenance, and conservation of cultural sites/Indigenous sites/archaeological sites for tourism purposes.
    - ☐ Bike, pedestrian and equestrian transportation and other related developments.
    - ☐ Camping and RV-related accommodation.
    - ☐ Beautification and conservation for tourism purposes (e.g. sustainable park design and re-developments, sustainable landscaping, wildlife refuges and rewilding areas, conservation education centers/ information centers, etc.).
    - ☐ Fairgrounds, convention centers/facilities, performance venues and other event spaces and venues.
    - ☐ Public art.
    - ☐ Agritourism farms, food trails, or other related facilities.

SAMPLE APPLICATION

- ☐ Innovative (re)developments leveraging technology to showcase authentic NM culture (and nature if applicable) (e.g. kiosks, digital signage, etc.).
- ☐ Visitor information or attraction kiosks (including but not limited to digital signage, wayfinding, interactive installations).
- ☐ Visitor Information Centers and their improvements.
- ☐ Other tourism-related infrastructure.

14. Project name:

15. Project summary:

*Please provide as many specifics as possible about what has been done so far, what is happening now and what will be done in the future with the project - How does your project stand out? What are the "needs" that will be met vs. the "wants"? What is the relative community impact over time?*

16. Which Destination Forward Grant (DFG) Tier and Track do you wish to apply for?
    - Tier I: Ready Projects
    - Tier II: Growth Projects
    - Tier III: Signature Projects

17. Is your project "shovel-worthy" meaning you have feasible plans to begin construction/production after completing the planning phase of your project?
    - Yes
    - No

    17a) Please provide evidence of your project's shovel-worthiness (e.g. quotes, signed contracts, letters of support/commitment/approval, preliminary maps, etc. – UPLOAD

18. Is your project "shovel" ready? Have you completed Tier I or similar and can you begin construction in the immediate future?
    - Yes
    - No

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18a) Please provide evidence of your project's shovel-readiness (e.g. provide evidence of completing Tier I or similar - preliminary studies, reports and maps, letters of support/commitment/approval, lease agreements (if applicable), zoning, public easement, right of way and other legal compliance documents, etc.) – UPLOAD

19. Does your region/city/town/etc. have an economic/comprehensive development plan and/or a destination development plan?
    - Yes
    - No
    - Unsure

20. If yes, how will your project incorporate into the plan?

21. Please provide a copy of the economic/comprehensive and/or destination development plan. – UPLOAD

22. Identify the top three project needs to be addressed though this grant program.

23. Please list and identify any and all key partners and stakeholders of the project and describe how they have been engaged thus far.
    *Include: people and entities who have the ability to contribute to the project's success through financial or otherwise measurable investments; people and entities affected by project implementation.*

24. Please provide evidence of community and any other stakeholder support, letters of support, MOUs, MOAs, etc. - UPLOAD

25. Provide the physical location(s) for the project (exactly where the project is located) and all communities, regions, and other physical areas impacted. Is your project within legal compliance with local zoning (if applicable), protected areas and/or cultural heritage for your selected site?

    25a) If you have a map of the planned location, please upload it here. – UPLOAD

SAMPLE APPLICATION

26. Describe any challenges that exist or may exist by using the locations specified above for the project (if applicable).

27. Please describe how your project will ensure minimal disturbance to local biodiversity, culture, and community and/or how it plans to mitigate any disturbances.

28. Please feel free to upload additional documentation, e.g. any maps, zoning surveys, environmental studies, and other related plans and documents that convey the environmental and cultural sustainability of the project's proposed location. – UPLOAD *(optional)*

29. Please feel free to provide any marketing materials, mock-ups, and the like that you may have already developed. – UPLOAD *(optional)*

30. This grant's main purpose is to fund tourism infrastructure, assets and experiences that help build resilient, vibrant communities and that align with the New Mexico True Brand promise of "adventure steeped in culture." How do you plan to deliver on this brand promise through this project?

31. Describe how your project engages community stakeholders and contributes to quality experiences for both visitors and residents.

32. Describe the anticipated short-term and long-term benefits and potential impacts of your project on the destination's economy, culture, environment, and local community.

33. Has your community/proposed project location been affected by a natural disaster in the past five years? If yes, please indicate when the disaster(s) occurred. Describe how the disaster affected this community/project area.

SAMPLE APPLICATION

## SECTION 3: PROJECT GOAL ALIGNMENT

*Please select the goal(s) and objectives you aim to address through your project. You do not have to address all goals and objectives, but the more you can address the more competitive your application will be. You must address at least one goal and at least one of its objectives.* *****If you select goals and objectives in Goal 5, you MUST select at least one other goal and its objectives***** *Please explain how you will address these goals and objectives in the section provided below each goal checklist. Also provide any supporting evidence of your ability to address the goals and objectives you select.*

34. GOAL 1: INCREASE VISITATION

- ☐ Increase sustainable visitation rates
- ☐ Increase repeat stays
- ☐ Increase extended stays
- ☐ Increase visitor spending at the destination
- ☐ Bring visitor experience or service to market readiness

*Please describe how you will meet the goals and objectives you've selected above.*

35. GOAL 2: IMPROVE OR ENHANCE THE VISITOR AND RESIDENT EXPERIENCE

- ☐ 2.1 Increase positive reviews from tourists
- ☐ 2.2 Increase positive reviews from residents and enhance community's quality of life via tourism (re)development
- ☐ 2.3 Increase accessibility for residents and tourists
- ☐ 2.4 Provide visitor-oriented services that are open for use to the public and not limited to private membership
- ☐ 2.5 Ensure resident support for tourism development through collaboration
- ☐ 2.6 Ensure cultural respect and sensitivity in tourism development
- ☐ 2.7 Ensure high quality diversity and authenticity of interpretation to tourists
- ☐ 2.8 Support legacy opportunities, including the enhancement of existing tourism infrastructure or new construction e.g. visitor facilities and attractions

*Please describe how you will meet the goals and objectives you've selected above.*

36. GOAL 3: SPUR ECONOMIC GROWTH AND CAPACITY OPPORTUNITIES FOR RESIDENTS

- ☐ 3.1 Increase capacity building efforts in tourism development at the destination

SAMPLE APPLICATION

- ☐ 3.2 Create tourism-related jobs
- ☐ 3.3 Diversify the local tourism economy
- ☐ 3.4 Expand the creative economy

*Please describe how you will meet the goals and objectives you've selected above*.

37. GOAL 4: INCREASE NATIONAL AND GLOBAL RECOGNITION OF NEW MEXICO AS A SUSTAINABLE TOURISM DESTINATION

- ☐ 4.1 Aid in destination recovery, emergency preparedness and resiliency
- ☐ 4.2 Diversify the wider, local economy
- ☐ 4.3 Support a thriving tourism economy
- ☐ 4.4 Increase visitor experience and/or services within a community or region
- ☐ 4.5 Foster sustainable tourism development that ensures a balance between economic, social, cultural and environmental values
- ☐ 4.6 Measure, monitor and/or assess tourism impacts and risks at the destination level across economic, social, cultural and environmental assets
- ☐ 4.7 Increase the competitiveness of New Mexican visitor experiences and services as well as exposure of New Mexican communities as desired by the communities
- ☐ 4.8 Spur private-sector investment in new and enhanced visitor experiences and services state-wide
- ☐ 4.9 Create sustainable tourism jobs and economic activity in communities state-wide

*Please describe how you will meet the goals and objectives you've selected above*.

38. GOAL 5: INCREASE POSITIVE IMPACTS ON THE LOCAL ENVIRONMENT WHILE DECREASING NEGATIVE IMPACTS

- ☐ 5.1 Utilize green, ethically, responsibly and sustainably sourced goods, materials and labor for tourism (re)development
- ☐ 5.2 Rehabilitate, restore, rewind and/or revegetate any disturbed areas caused by the tourism infrastructure project with local, native species
- ☐ 5.3 Ensure minimal disturbance to local, native wildlife and flora/habitat in tourism (re)development
- ☐ 5.4 Engage with local and Indigenous experts as well as other relevant experts and community stakeholders in the safeguarding
- ☐ of local biodiversity throughout the project's development and management

*Please describe how you will meet the goals and objectives you've selected above*.

SAMPLE APPLICATION

## SECTION 4: PROJECT FUNDING, BUDGET & TIMELINE

39. How much are you asking for this project?

40. What is the total estimated cost of this project?

41. Please provide/upload a budget below. Provide a full, complete, and **itemized** budget for the project. - UPLOAD

    *Also, please provide any files or links that might help illustrate some of the lesser-known items in your budget. If you are in need of assistance of building a budget for your project, please visit the DFA's Technical Assistance Gateway resource and search for "Budgeting".*

42. Are you able to meet the 5% match as specified in the guidelines and if relevant to the track to which you are applying? If not, please indicate if you will apply for hardship and waive the 5% match.
    - Yes, I am able to meet the 5% match
    - No, I am not able to meet the 5% match and wish to apply for hardship and waive the match
    - I am able to provide a greater than 5% match. Please specify the match amount you are able to meet
    - Not applicable - Tier I does not require a match

    If you are not able to meet the match and are applying for hardship (match waiver), please upload a signed statement attesting to this circumstance. – UPLOAD

    Please provide a Resolution of Sponsorship from a governing entity and/or a signed letter by the primary applicant and/or budget authority for the project indicating the 5% match or greater availability. - UPLOAD

43. List all current project funding, including source, amount, purpose and conditions of the funds, and any additional relevant information.

44. Describe the projected timeline and milestones as well as any estimated risks, impacts and adjustments for the project in the short and long term. Please identify the project's current status within the timeline. If this application is for one phase of a larger project, provide the timeline for this phase and for the completion of the larger project.

SAMPLE APPLICATION

| Milestones | Anticipated Risks | Anticipated Impacts | Stakeholders Involved |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |

45. Please explain your project's current status, as well as any other information you would like to share that is not illustrated in your timeline above.

46. You may upload your own timeline document for additional information related to the project's status. – UPLOAD

## SECTION 5: DATA COLLECTING AND REPORTING

*Strong data collection helps demonstrate the value and impact of proposed projects and supports effective program evaluation. Applications are encouraged to consider what information can reasonably be collected to support project outcomes, including measures related to infrastructure improvements, community participation, and economic activity.*

47. Describe any data you plan to collect as part of this project, including how it will be collected, managed, and stored.

48. What metrics or indicators will you report to demonstrate the outcomes of this project?

49. How many jobs will be created through this project? Please list both temporary and full-time positions.

50. Please upload any economic impact data that has been completed for this project. – UPLOAD

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51. Please provide any relevant supporting documentation you may have (e.g. photos, media, promotional strategies, support letters, MOUs, plans, blueprints, studies, surveys, case studies from other destinations you plan to implement, etc.).

## SECTION 6: DOCUMENT UPLOAD CHECKLIST

*For your reference, please use the checklist below to ensure that you have uploaded all the required documentation in the specified fields in the application above for the Tier you are applying for. Please refer to the grant guidelines as well as the document upload checklist on our website for more information*.

**REQUIRED DOCUMENTATION**

- ☐ Proof of eligibility (W9s, W9 subs, etc.).
- ☐ Proof of ICIP project.
- ☐ (Tier I Applicants Only) Evidence of your project's "shovel-worthiness" (e.g. quotes, signed contracts/agreements, signed letters of commitment/approval, preliminary maps, etc.).
- ☐ (Tier II and III Applicants Only) Evidence of completing Tier I or similar a.k.a "shovel-readiness" (e.g. preliminary studies, reports and maps, signed letters of commitment/approval, lease agreements (if applicable), zoning (if applicable), public easement, right of way and other legal compliance documents, etc.).
- ☐ Evidence of community and other relevant stakeholder support (e.g. signed letters of support).
- ☐ (Tier II and III Applicants Only) A Resolution of Sponsorship from a governing entity and/or a signed letter by the primary applicant and/or budget authority for the project indicating the 5% match or greater availability. If you are not able to meet the match and are applying for hardship (match waiver) please upload a statement attesting to this effect.
- ☐ An itemized budget.

**OPTIONAL UPLOADS - BUT HIGHLY ENCOURAGED**

*Please refer to the specified fields in the application above to upload the following documents*.

- ☐ Copy of community's economic/comprehensive and/or destination development plan.
- ☐ Further documentation, e.g. any maps, zoning surveys, environmental studies, and other related plans and documents that convey the environmental and cultural sustainability of the project's proposed location.
- ☐ Any marketing materials, mock-ups and the like that may have already been developed.
- ☐ Any economic impact estimates generated for the project.

SAMPLE APPLICATION

☐ Any relevant supporting documentation you may have to address and support your specified goals and objectives above (e.g photos, media, promotional strategies, support letters, MOUs, plans, blueprints, studies, surveys, case studies from other destinations you plan to implement, etc.).

**ADDITIONAL DOCUMENTATION**

*Additional Documentation not referenced in the application above can include*:

☐ Benchmark/SWOT analysis of your project or other, similar projects.

☐ Any additional photos, news stories, media, branding or marketing concepts or similar either of your project or of similar ones done elsewhere.

☐ A community socio-economic and socio-cultural management plan.

☐ A community environmental management plan.

☐ Any other relevant, local community business and action plans that are in effect or are in the process of being made.

**If awarded funding, I agree to report on my project's progress and budget as outlined in the executed grant agreement to be completed upon award. I also agree to inform NMTD if budgets, milestones, and timelines change. I also agree to report any other adjustments and plan improvements made to the project to NMTD. I agree to provide data-driven reports regarding the positive and negative impacts the project incurs across the social, cultural, economic, and environmental assets of the site and wider community.**

**Signature**

**Date**

/ / (YYYY/MM/DD)

SAMPLE APPLICATION

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

Council Meeting Date: April 14, 2026

| **DEPARTMENT**: Legal | **BY**: Barbara Hodgson | **DATE**: 04/08/2026 |
|---|---|---|

**SUBJECT**:
Consider Approval of Resolution 2026-23, a Resolution authorizing the Eddy-Lea Energy Alliance (ELEA) to file a lawsuit against the State of New Mexico to declare that NMSA § 74-4A-11.1 is preempted by Federal Law.

**BACKGROUND, ANALYSIS AND IMPACT**: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)
ELEA is seeking approval of a Resolution authorizing ELEA, of which the City is a member, to pursue a lawsuit against the State of New Mexico to strike down laws passed in 2023. Those laws prohibited Holtec's installation of an interim storage facility for spent nuclear fuel on land owned by ELEA in Lea County. As a result of the 2023 legislation, Holtec is no longer planning to pursue operations in New Mexico. However, the US Department of Energy is now seeking to partner with a local community to develop and permit a federal spent nuclear fuel storage facility. The ELEA site has already been approved by the Nuclear Regulatory Commission for a spent nuclear fuel storage facility, which makes the site a good candidate for the partnership contemplated by DOE.

The members of ELEA are Carlsbad, Hobbs, Eddy County and Lea County. A Resolution from the governing body of each member is needed in order for ELEA to proceed with the lawsuit.

Background: ELEA wishes to pursue a partnership with the US Department of Energy in the construction of a federal CISF and a proposed Department of Energy Nuclear Fuel Cycle Innovation Campus on the ELEA site. In 2023, Holtec International received a Materials License from the Nuclear Regulatory Commission for the installation of a CISF on land owned by ELEA in Lea County. Two months before the License was issued, the Governor of New Mexico signed into law a bill that effectively prohibited the installation of the facility (SB 53). Holtec then abandoned its plans to install a CISF in New Mexico. The new law, codified in statute as § 74-4A-11.1, prevents any entity from permitting, contracting for, licensing or leasing a CISF without the State's consent and a deep geologic repository in operation. There are no deep geologic repositories in operation in the US.

There is legal precedent in the 10th Circuit Court of Appeals that ruled that federal law preempts the jurisdiction of states concerning the regulation of the storage and transportation of spent nuclear fuel. Under the preemption doctrine, the laws enacted by New Mexico in 2023 could be overturned. ELEA sees that as an opportunity to file a lawsuit against the State of New Mexico seeking a court decision to strike down § 74-4A-11.1, which would clear the way for ELEA to work with the Department of Energy to develop a federal CISF.
ELEA has obtained an estimate of $350,000 to pursue the lawsuit in federal District Court followed by an

expected appeal to the 10th Circuit. Currently, ELEA has $419,000 on hand and would use this money to fund the lawsuit.

**DEPARTMENT RECOMMENDATION**:

**BOARD/COMMISSION/COMMITTEE ACTION**:
City Council -

**Reviewed by**:

| | |
|---|---|
| City Manager: Wendy D Austin | Date: April 9, 2026 |

**Attachments**:
1. ELEA Res (3)

**EDDY LEA ENERGY ALLIANCE**

**RESOLUTION No. 2026-** 23

**A RESOLUTION AUTHORIZING THE EDDY-LEA ENERGY ALLIANCE (ELEA) TO FILE A LAWSUIT AGAINST THE STATE OF NEW MEXICO TO DECLARE THAT NMSA § 74-4A-11.1 IS PREEMPTED BY FEDERAL LAW.**

**WHEREAS,** the ELEA was formed under a joint powers agreement comprising representatives of the City of Carlsbad, the City of Hobbs, Eddy County, and Lea County for the purpose of developing joint economic development projects; and

**WHEREAS,** Holtec International had entered into an agreement with ELEA to purchase approximately 1,000 acres in Lea County for the installation of a Consolidated Interim Storage Facility (CISF) for spent nuclear fuel contingent on receipt of a license from the U.S. Nuclear Regulatory Commission (NRC) ("the ELEA Site"); and

**WHEREAS,** the Governor of New Mexico signed into law on March 17th, 2023, Senate Bill 53, which was enrolled as NMSA 1978 § 74-4A-11.1 (2023); and

**WHEREAS,** § 74-4A-11.1(A) prohibits the storage or disposal of radioactive materials, transuranic contaminated waste or low-level waste in a disposal facility until the State has consented to or concurred in the creation of the disposal facility; and

**WHEREAS,** § 74-4A-11.1(B) further prohibits the storage or disposal of spent fuel or high-level waste in a disposal facility until (1) the State has consented to or concurred in the creation of the disposal facility and (2) a repository, as defined in 42 U.S.C. Section 10101(18), is in operation; and

**WHEREAS,** § 74-4A-11.1(C) further prohibits the State, a political subdivision of the State or an entity or authority created by a joint powers agreement from approving or certifying a permit, contract, lease or license necessary for the construction or operation of a disposal facility for spent fuel or high-level waste until the conditions of Paragraphs (1) and (2) of Subsection B NRC are met; and

**WHEREAS,** on May 9th, 2023, the NRC issued to Holtec International "Materials License No. SNM-2516 for the Hi-Store Consolidated Interim Storage Facility Independent Spent Fuel Storage Installation" on the ELEA Site; and

**WHEREAS,** as a result of the enactment of § 74-4A-11.1, Holtec International terminated its agreement to purchase the ELEA Site; and

**WHEREAS,** the Nuclear Energy Division of the U.S. Department of Energy is now engaged in locating sites that are interested in hosting a Federal CISF that can meet the NRC's qualifications for a materials license; and

**WHEREAS,** the ELEA Site has met the NRC's qualifications for a materials license; and

**WHEREAS,** *Skull Valley Band of Goshute Indians v. Nielson*, 376 F.3d 1223 (10th Cir. 2004), cert. den., *Nielson v. Private Fuel Storage, L.L.C.*, 546 U.S. 1060, 126 S. Ct. 790, 163 L. Ed. 2d 626 (2005) holds that Utah State statutes regulating the storage and transportation of spent nuclear fuel are preempted by federal law; and

**WHEREAS,** *Skull Valley* is precedential law in the 10th Circuit Court of Appeals, which includes the State of New Mexico; and

**WHEREAS,** in order to partner with the Nuclear Energy Division in the construction of a Federal CISF, and the proposed Department of Energy Nuclear Fuel Cycle Innovation Campus, on the ELEA site, ELEA must file a preemptive lawsuit challenging § 74-4A-11.1; and

**WHEREAS,** the preemptive lawsuit is anticipated to cost a minimum of $350,000 over a period of two years, from preparation of the initial petition to a decision on appeal to the 10th Circuit Court of Appeals; and

**WHEREAS,** ELEA would fund the lawsuit through the use of its current balance on hand, which is approximately $419,000.

**NOW THEREFORE**, be it resolved in official session, that the City of Carlsbad determines, resolves, and orders as follows:

1. The City of Carlsbad, as a member of ELEA, authorizes ELEA to initiate a lawsuit against the State of New Mexico seeking to declare that § 74-4A-11.1 is preempted by federal law; and

2. ELEA will be responsible for all costs of the lawsuit and any appeal.

**PASSED, APPROVED, AND ADOPTED** by the governing body on this 14th day of April, 2026.

_____ _____

Richard D. Lopez, Mayor Date

ATTESTED:

_____ _____

Nadine Mireles, City Clerk Date

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

Council Meeting Date: April 14, 2026

| **DEPARTMENT**: Legal | **BY**: Barbara Hodgson | **DATE**: 03/31/2026 |
|---|---|---|

**SUBJECT**:
Consider Approval of Resolution 2026-24, a Resolution requiring the removal of the ruined, damaged or dilapidated buildings or structures, ruins, rubbish, wreckage and debris at 406 Elmdale Street Owner: Bryan Carroll Hollen

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

The property at **406 Elmdale St.** is in a residential area located near the intersection with E. Riverside Dr. The Eddy County Assessor's Office lists **Bryan Carroll Hollen** as owning or having an interest in the property. There is a residence on the property which appears to be occupied. There is open storage of junk, trash, and debris in the front and backyards of the house and dried brush and weeds over 12 inches high in the backyard extending into the setback and to the alley. There is a pile of dead weeds and brush in the front setback approximately 12 feet high.

The property has been inspected by the Code Enforcement Office on December 11, 2025 and January 16, 2026. The owner received a Notice of Violation via a door hanger at the residence and in a personal conversation on December 22, 2025. A certified letter was mailed to the owner at his last-known address (202 Ferndale St.) on December 12, 2025. The letter was returned "Unclaimed."

The Fire Marshall inspected the property on March 5, 2026, and violations of the International Fire Code, 2021 Ed., and found that the conditions present an **extreme fire hazard** due to the accumulation of combustible waste materials, weeds, and other growth, and the outside storage of combustible materials within 10 ft. of the property line.

A Resolution has been prepared for consideration by City Council. If adopted, the Resolution would require the property owner or representative to remove all junk, trash, debris, and dried weeds and brush from the property within thirty days of the service of the Resolution. The Resolution will also be published in a newspaper of general circulation in Carlsbad. If the owners or their representatives do not perform the required corrective action or file an objection with the City Clerk with ten days of service of the Resolution, the City will arrange to have the work performed and place a lien against the property to recover the reasonable costs of the work.

On March 27, 2026, a certified letter was sent to Bryan Carroll Hollen at the address on the records of the County, which invited him to attend the meeting and speak with the Council about the property.

**DEPARTMENT RECOMMENDATION**:

**BOARD/COMMISSION/COMMITTEE ACTION**:
City Council -

**Reviewed by**:

| City Manager: Wendy D Austin | Date: April 9, 2026 |
|---|---|

**Attachments**:

1. 406 Elmdale (2)

# RESOLUTION NO. 2026-24

**A RESOLUTION FINDING 406 ELMDALE STREET TO BE COVERED WITH RUINS, RUBBISH, WRECKAGE, DEBRIS, AND/OR WEEDS AND REQUIRING THE REMOVAL OF THE RUINS, RUBBISH, WRECKAGE, DEBRIS, AND/OR WEEDS**

WHEREAS, the records of the Eddy County Assessor's Office show **Bryan Hollen** to be the owners of or to have an interest in the property commonly known as **406 Elmdale**, Carlsbad, Eddy County, New Mexico, and more particularly described as:

Subd: PARKVIEW Lot: 18 Block: 230

hereinafter referred to as "Property", and

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

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

WHEREAS, the Property contains a large amount of ruins, rubbish, wreckage, and/or debris, and some weeds; and

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

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

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

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

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

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

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

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

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

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

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

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

**A. Begin immediately;**

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

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

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

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

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

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

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

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

INTRODUCED, PASSED, ADOPTED, AND APPROVED this _____day of April, 2026.

_____
RICHARD D. LOPEZ, MAYOR

ATTEST:

_____
NADINE MIRELES, CITY CLERK

**CITY OF CARLSBAD**
***Planning, Engineering, and Regulation Department***
101 N. Halagueno, PO Box 1569
Carlsbad, New Mexico 88220
Phone (575) 887-1191, Fax (575) 885-9871

# CODE ENFORCEMENT REPORT

| Case Number: | Date of Complaint: | Complaint Taken By: |
|---|---|---|
| CE- 2025 - 645 | 12/11/2026 | Juan Pacheco |
| | **Complainant Name:** CE-Drive By | **Phone Number:** |

**Complaint Location:**
406 Elmdale St

**Details of Complaint:**
Overgrown Weeds
Open Storage of:
- Junk - Debris
- Trash

| Primary Structure: | Photographs Taken: | District: |
|---|---|---|
| ☐ None ■ Secured<br>■ Occupied ☐ Unsecured<br>☐ Vacant ☐ Unknown | ■ Yes<br>☐ No | ■ North<br>☐ South |

**Narrative:**
Code enforcement officer J.Pacheco inspected this property and observed weeds in the back setback over 5ft high and open storage of junk/trash and debris in the front setback. A final notice letter was sent 12/11/2025 then a follow up door hanger notice on 12/16/2025. On 12/22/2025 4:49pm contact was made with Bryan Hollen in person. J.Pacheco explained the violations to Bryan Hollen and what needed to be done to come into compliance, he was given a 10 day extension to come into compliance. On 1/16/2026 after very minimal to no progress done to come into compliance another final notice letter was sent.

**Disposition of Case:**

- ☐ No Basis for Complaint: _____
- ■ Mailed Notice of Violation Date: 12/11/2025, 1/16/2026
- ■ Door Hanger Notice of Violation Date: 12/16/2025
- ■ Verbal Warning Date: 12/22/2025
- ☐ Referred to Other Agency: _____
- ☐ Other: _____

| Code Enforcement Signature | Printed Name | Date |
|---|---|---|
| | Juan Pacheco | 02/05/2026 |

**Report Information:**
Entered into Database on: _____ By: _____

Page ___ of ___

Exhibit A

15 CITY OF CARLSBAD
Planning, Engineering, and Regulation Department
**Code Enforcement Division**
114 S. Halagueno, PO Box 1569
Carlsbad, New Mexico 88220
Phone (575) 885-1185, Fax (575) 885-9871

# NOTICE OF CODE VIOLATION

Date: 12/11/2025
Case: CE- 2025 - 153
Address: 406 Elmdale
Carlsbad, New Mexico 88220

Name and Address of Property Owner or Occupant*
4-157-126-483-441
HOLLEN, BRYAN ET AL (N-JT)
202 FERNDALE,CARLSBAD, NM 88220

FINAL NOTICE

The following violation(s) of the Carlsbad Code of Ordinances have been identified as existing on your property. It is your responsibility, if you have any control over the property, to take immediate action to correct these violation(s), even if you do not actually occupy the property or if the property is occupied by others.

**COMPLETION OF CORRECTIVE ACTION(S) IS REQUIRED NO LATER THAN:** 12/21/25.

**CORRECTIVE ACTION TO BE TAKEN (WHAT YOU SHOULD DO) BEFORE DEADLINE:**
Please cut and remove all weeds/junk/debris from the property. Thank You.

Any questions please contact me at (575) 885-1185 ext. 3274

CODE VIOLATED:
WASTE STORAGE (CCO 22-03): Any land, within the city, used for open storage of junk, trash or debris is hereby declared to be a public nuisance, and such use of land is prohibited in the city.

CODE VIOLATED:
EXCESS WEEDS - LOTS (CCO 22-64): It shall be unlawful for any owner having charge or control of any lot within the city to permit or maintain on any such lot, including the area located between the property line and the middle of the alley adjacent to the property, and the area located between the property line and the curb, and the area located ten feet outside the property line where there is no curb, any growth of weeds to a greater height than 12 inches, or any accumulation of weeds

CODE VIOLATED:
Cutting and removal—Duty of owner (CCO 22-66): It shall be the duty of the owner to cut the weeds and remove the cuttings or any accumulation of weeds or cause the weeds to be cut and cause the cuttings or any accumulation of weeds to be removed as often as necessary in order to comply with the provisions set out in sections 22-64 and 22-65.

Note: Specific details regarding the applicable ordinance may be obtained from the Code Enforcement Division Office listed above. The complete Code of Ordinances may be found on the City of Carlsbad website: www.cityofcarlsbadnm.com or in the office of the City Clerk.

The required Corrective Active listed above must be initiated immediately and be completed no later than the deadline. Failure to comply with the Ordinances of the City of Carlsbad is subject to specific actions. If the owner of the property cannot be located or refuses compliance, the City may initiate condemnation procedures under Chapter 22, Article II, of the Carlsbad Code of Ordinances to remedy the violation. Under this procedure the City will file a claim of lien against the premises in the amount of the expenditure by the City to correct each violation. Optionally, the City may seek a judgment in Municipal Court for the maximum penalty allowed by ordinance for violation of municipal ordinances. Unless a lesser maximum penalty or a specific penalty is established by ordinance for a particular offense, a fine of not more than $500 or imprisonment for not more than 90 days, or both, plus court costs, may be imposed by the court.

*Property and owner information is received from the Eddy County Assessor's Office, Occupant, or City records.

Code Enforcement Signature | Juan Pacheco (Printed Name) | 12/11/2025 (Date)

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Certified Mail Fee $ 5.30

Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $ 4.40
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage $ 0.79

Total Postage and Fees $ 10.44

Sent To: Hollen, Bryan
Street and Apt. No., or PO Box No. 202 Ferndale
City, State, ZIP+4® Carlsbad, NM 88220

PS Form 3800, January 2023 PSN 7530-02-000-0047 See Reverse for Instructions

9589 0710 5270 1422 1942 99

Domestic Return Receipt

9589 0710 5270 1422 1942 99

2. Article Number (Transfer from service label)
9590 9402 9239 4295 6114 61

1. Article Addressed to:
Hollen, Bryan
202 Ferndale
Carlsbad, NM 88220

SENDER: COMPLETE THIS SECTION
- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☑ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

CERTIFIED MAIL

LUBBOCK TX 794
2025 AM 1 L

US POSTAGE
$ 010.44⁰

9589 0710 5270 1422 1942 99

15 CITY OF CARLSB
Planning, Engineering,
**Code Enforcement D**
114 S. Halagueno, PO Box 1569
Carlsbad, New Mexico 88220
Phone (575) 885-1185, Fax (575) 885-9871

X1569

4-157-126-483-441
HOLLEN, BRYAN ET AL (N-JT)
202 FERNDALE,CARLSBAD, NM 88220

The following violation(s) of the Carlsbad Code of Ordina

88220-632102

2.15.25

RECEIVED
JAN 29 2026
CITY OF CARLSBAD

-R-T-S- 882204203-1N 009 01/15/26

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD
RETURN TO SENDER

CITY OF CARLSBAD
CODE ENFORCEMENT
(575) 885-1185

406 Elmdale.

# NOTICE

CODE ENFORCEMENT DIVISION
CITY OF CARLSBAD
WHILE YOU WERE OUT A CODE ENFORCEMENT
OFFICER INSPECTED YOUR RESIDENCE AT:

_____ AM 3:35 (PM)

FOR THE FOLLOWING REASON(S):

- [X] OVERGROWN WEEDS ON PROPERTY (CCO 22-64)
- [ ] WEEDS ON ADJACENT RIGHT OF WAY OR ALLEY
- [ ] OVERHANGING TREE OR SHRUBBERY (CCO 46-71 1.2)
- [ ] ACCUMULATION OF FECES (CCO 22-02)
- [X] OPEN STORAGE OF TRASH DEBRIS JUNK (CCO 22-01)
- [ ] INOPERABLE VEHICLE(S) (CCO 50-6)
- [ ] RV BOAT TRAILER IN FRONT OF PROPERTY (CCO 56-70(13))
- [ ] UNAUTHORIZED RESIDENCE IN RV (CCO 56-42(S) (5) (a))
- [ ] DISCHARGE OF UNTREATED SEWAGE (CCO 52-98)
- [ ] NO BUILDING PERMIT NOT DISPLAYED (CCO 52-421)
- [ ] ILLEGAL SIGN ON PROPERTY (CCO 42-06)
- [ ] ADDRESSING OF BUILDING (CCO 46-139)
- [ ] NO BUSINESS REGISTRATION NOT DISPLAYED (CCO 28-29)
- [ ] UNAUTHORIZED GRAFFITI (CCO 31-14 (4))
- [ ] ILLEGAL LIVESTOCK _____
- [ ] OTHER Please cut & remove weeds/junk and debris. Thx 10day notice please call me.

PLEASE CALL CITY CODE ENFORCEMET OR
VISIT OUR OFFICE AT 114 S. HALAGUENO ST.

DATE 12/16/25

CODE ENFORCEMENT OFFICER Juan P.

PHONE 575-885-1185 Ext: 3274


406

15 CITY OF CARLSBAD
Planning, Engineering, and Regulation Department
**Code Enforcement Division**
114 S. Halagueno, PO Box 1569
Carlsbad, New Mexico 88220
Phone (575) 885-1185, Fax (575) 885-9871

# NOTICE OF CODE VIOLATION

Date: 1/16/2026
Case: CE- 2025 - 645
Address: 406 Elmdale St
Carlsbad, New Mexico 88220

Name and Address of Property Owner or Occupant*

4-157-126-483-441
Hollen, Bryan ET AL
406 Elmdale St
Carlsbad, Nm, 88220

FINAL NOTICE

The following violation(s) of the Carlsbad Code of Ordinances have been identified as existing on your property. It is your responsibility, if you have any control over the property, to take immediate action to correct these violation(s), even if you do not actually occupy the property or if the property is occupied by others.

**COMPLETION OF CORRECTIVE ACTION(S) IS REQUIRED NO LATER THAN:** 1/26/2026.

**CORRECTIVE ACTION TO BE TAKEN (WHAT YOU SHOULD DO) BEFORE DEADLINE:**

Please cut and remove all weeds/junk/debris from property. As per our conversation we had 12/22/2025 failure to comply will result in further action. Thank you.

Any questions please contact me at (575) 885-1185 ext. 3274

CODE VIOLATED:

EXCESS WEEDS - LOTS (CCO 22-64): It shall be unlawful for any owner having charge or control of any lot within the city to permit or maintain on any such lot, including the area located between the property line and the middle of the alley adjacent to the property, and the area located between the property line and the curb, and the area located ten feet outside the property line where there is no curb, any growth of weeds to a greater height than 12 inches, or any accumulation of weeds.

CODE VIOLATED:

Cutting and removal—Duty of owner (CCO 22-66): It shall be the duty of the owner to cut the weeds and remove the cuttings or any accumulation of weeds or cause the weeds to be cut and cause the cuttings or any accumulation of weeds to be removed as often as necessary in order to comply with the provisions set out in sections 22-64 and 22-65.

CODE VIOLATED:

WASTE STORAGE (CCO 22-03): Any land, within the city, used for open storage of junk, trash or debris is hereby declared to be a public nuisance, and such use of land is prohibited in the city.

Note: Specific details regarding the applicable ordinance may be obtained from the Code Enforcement Division Office listed above. The complete Code of Ordinances may be found on the City of Carlsbad website: www.cityofcarlsbadnm.com or in the office of the City Clerk.

The required Corrective Active listed above must be initiated immediately and be completed no later than the deadline. Failure to comply with the Ordinances of the City of Carlsbad is subject to specific actions. If the owner of the property cannot be located or refuses compliance, the City may initiate condemnation procedures under Chapter 22, Article II, of the Carlsbad Code of Ordinances to remedy the violation. Under this procedure the City will file a claim of lien against the premises in the amount of the expenditure by the City to correct each violation. Optionally, the City may seek a judgment in Municipal Court for the maximum penalty allowed by ordinance for violation of municipal ordinances. Unless a lesser maximum penalty or a specific penalty is established by ordinance for a particular offense, a fine of not more than $500 or imprisonment for not more than 90 days, or both, plus court costs, may be imposed by the court.

*Property and owner information is received from the Eddy County Assessor's Office, Occupant, or City records.

| Code Enforcement Signature | Juan Pacheco<br>Printed Name | 1/16/2026<br>Date |
|---|---|---|

9589 0710 5270 1422 1943 12

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL®



9589 0710 5270 1422 1943 12

9589 0710 5270 1422 1943 12

**U.S. Postal Service™**
**CERTIFIED MAIL® RECEIPT**
*Domestic Mail Only*

For delivery information, visit our website at www.usps.com®.

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Postmark Here

Sent To
Hollen, Bryan
Street and Apt. No., or PO Box No.
406 Elmdale St.
City, State, ZIP+4®
Carlsbad, NM, 88220

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

**SENDER: *COMPLETE THIS SECTION***

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Hollen, Bryan
406 Elmdale St
Carlsbad, NM, 88220



9590 9402 9239 4295 6113 48

2. Article Number *(Transfer from service label)*
9589 0710 5270 1422 1943 12

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature
X
☐ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☑ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

# Property Record Card

Eddy Assessor

**HOLLEN, BRYAN ET AL (N-JT)**
**HOLLEN, MATHEW ET AL (N-JT)**

**Account: R049827**
Tax Area: CI_R - CARLSBAD-IN (Residential)
Acres: 0.000

**Parcel: 4-157-126-483-441**
Situs Address:
406 ELMDALE
CARLSBAD, 88220

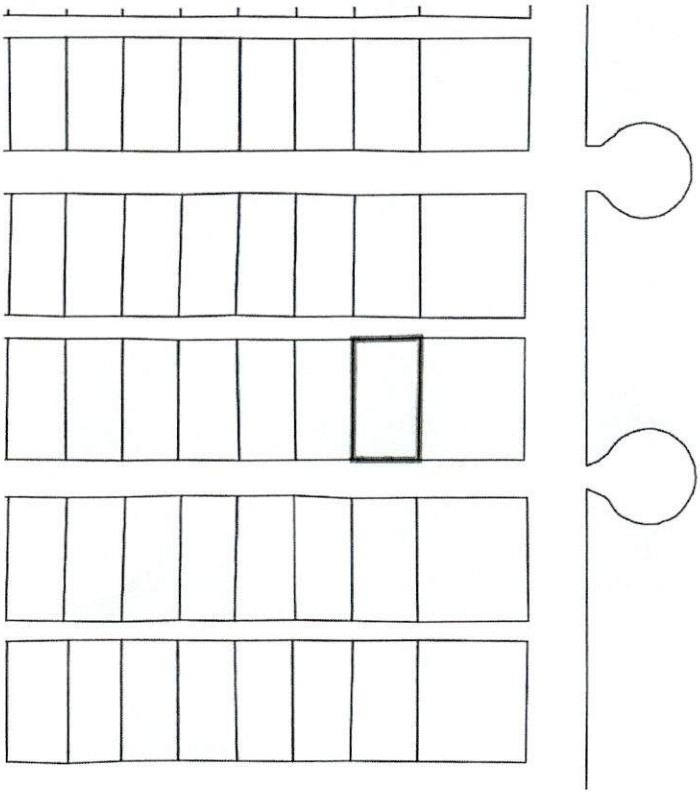
202 FERNDALE
CARLSBAD , NM 88220

## Value Summary

| Value By: | Market | Override |
|---|---|---|
| Land (1) | $8,690 | N/A |
| Residential (1) | $83,004 | N/A |
| Extra Feature (1) | $6,690 | $0 |
| Extra Feature (2) | $2,713 | $0 |
| Extra Feature (3) | $709 | $0 |
| Extra Feature (4) | $335 | $0 |
| Extra Feature (5) | $335 | $0 |
| Extra Feature (6) | $184 | $0 |
| **Total** | **$102,660** | **$91,694** |

## Legal Description

Subd: PARKVIEW Lot: 18 Block: 230



## Public Remarks

| Entry Date | Model | Remark |
|---|---|---|
| 05/08/2020 | | BK 1136 PG 237 |

## Land Occurrence 1

| | | | |
|---|---|---|---|
| Property Code | 0100 - RESIDENTIAL LAND | Land Code | 101_1_02 - Residential Land - 1.02 |
| Description | RESIDENTIAL LAND | Measure | SF - SF |
| Sewer Type | 2 - City Water and Sewer | | |

# Property Record Card

Eddy Assessor

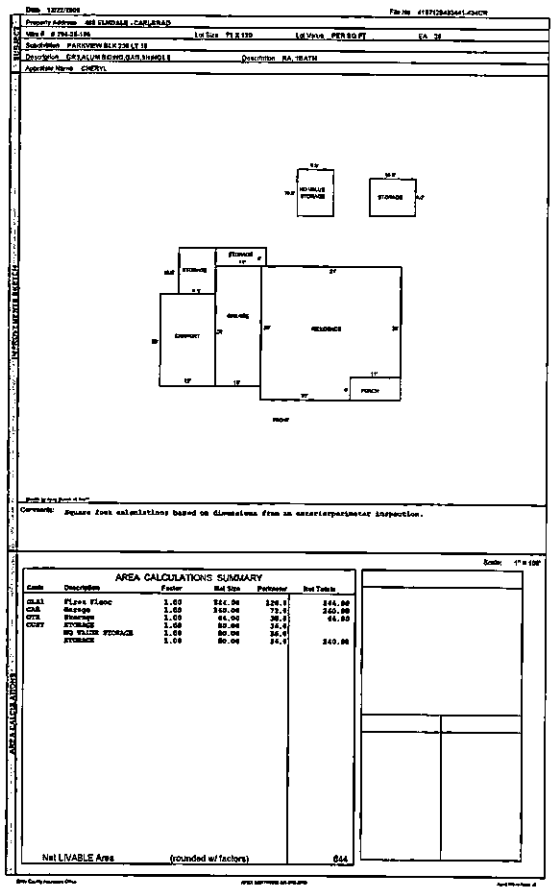
## Land Occurrence 1

## Residential Occurrence 1

| | | | |
|---|---|---|---|
| Property Code | 0120 - RESIDENTIAL IMPROVEMENT | Effective Year Built | 1986 |
| Air Conditioning | 1 - 1 | Architectural Style | 1 - 1 |
| Building Type | 201 - Structure Res | Condition | 3 - 3 |
| Construction Quality | 3.0 - 3.0 | Frame | 1 - 1 |
| Heating Type | 4 - Forced | Roof Cover | 1 - Shingle |
| Roof Structure | 2 - Gable | Stories | 1.0 - 1.0 |
| Exterior Wall | 1 - Siding/Sheathing | Floor | 2 - Hardwood |
| Interior Wall | 2 - Plaster | | |

| SubArea | ACTUAL | EFFECTIVE | HEATED | FOOTPRINT |
|---|---|---|---|---|
| GLA1 - First Floor | 844.0 | 844.0 | 844.0 | 844.0 |
| GAR - GARAGE | 260.0 | 260.0 | 260.0 | 260.0 |
| OTH - Perimeter | 44.0 | 44.0 | 44.0 | 44.0 |
| NCA - Non-Calculated Area | 295.0 | 295.0 | 295.0 | 295.0 |
| CUST - Custom | 240.0 | 240.0 | 240.0 | 240.0 |
| Total | 1,683.00 | 1,683.00 | 1,683.00 | 1,683.00 |

SKETCH/AREA TABLE ADDENDUM



## Extra Feature Occurrence 1

| | | | |
|---|---|---|---|
| Property Code | 0120 - RESIDENTIAL IMPROVEMENT | XFOB Code | Garage_A_1 - Garages: Code A Type 1 |
| Effective Year Built | 1986 | Building Number | 1 |
| Description | GARAGE | Quality | 3 - Good |

## Extra Feature Occurrence 2

| | | | |
|---|---|---|---|
| Property Code | 0120 - RESIDENTIAL IMPROVEMENT | XFOB Code | PRCH_OPEN - Porch - Open |
| Effective Year Built | 1986 | Building Number | 1 |
| Description | PORCH / CARPORT | Quality | 3 - Good |

## Extra Feature Occurrence 3

| | | | |
|---|---|---|---|
| Property Code | 0120 - RESIDENTIAL IMPROVEMENT | XFOB Code | PRCH_OPEN - Porch - Open |
| Effective Year Built | 1986 | Building Number | 1 |
| Description | PORCH / CARPORT | Quality | 3 - Good |

## Extra Feature Occurrence 4

| | | | |
|---|---|---|---|
| Property Code | 0120 - RESIDENTIAL IMPROVEMENT | XFOB Code | A/D - Additions / Deletions |
| Effective Year Built | 1986 | Building Number | 1 |
| Description | STORAGE | | |

## Extra Feature Occurrence 5

| | | | |
|---|---|---|---|
| Property Code | 0120 - RESIDENTIAL IMPROVEMENT | XFOB Code | A/D - Additions / Deletions |
| Effective Year Built | 1986 | Building Number | 1 |
| Description | STORAGE | | |

## Extra Feature Occurrence 6

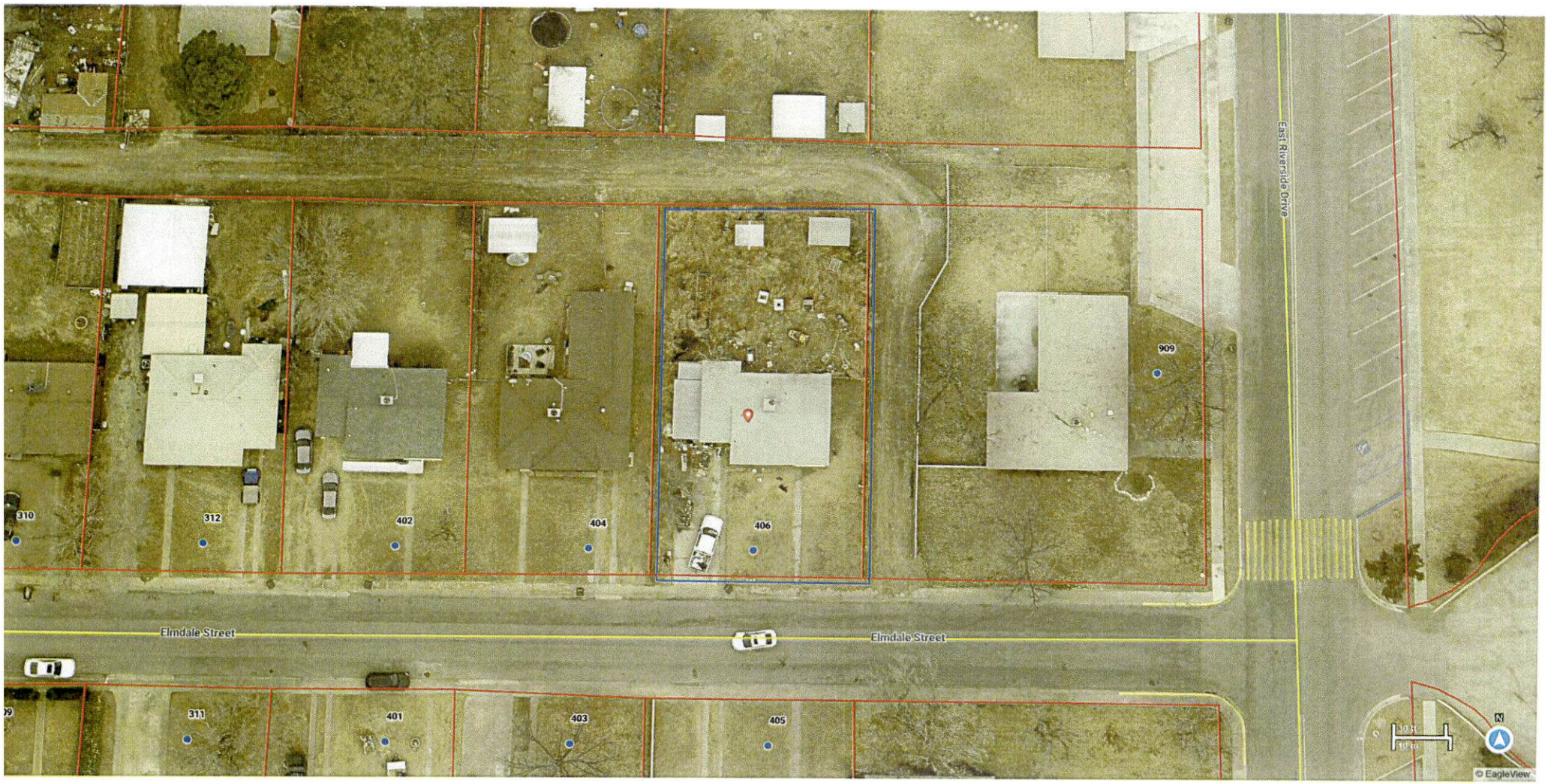
| | | | |
|---|---|---|---|
| Property Code | 0120 - RESIDENTIAL IMPROVEMENT | XFOB Code | A/D - Additions / Deletions |
| Effective Year Built | 1986 | Building Number | 1 |
| Description | STORAGE | | |

## Abstract Summary

| Code | Classification | Actual Value Value | Taxable Value | Actual Value Override | Taxable Override |
|---|---|---|---|---|---|
| 0100 | RESIDENTIAL LAND | $8,690 | $2,897 | NA | NA |
| 0120 | RESIDENTIAL IMPROVEMENT | $93,970 | $31,323 | $83,004 | $27,668 |
| **Total** | | **$102,660** | **$34,220** | **$91,694** | **$30,565** |

406 Elmdale St.

Captured: Jan 17, 2026




2026/02/09
11:06


2026/02/09
11:06


2026/02/09
11:06


2026/02/09
11:08


2026/02/09
11:08


2026/02/23
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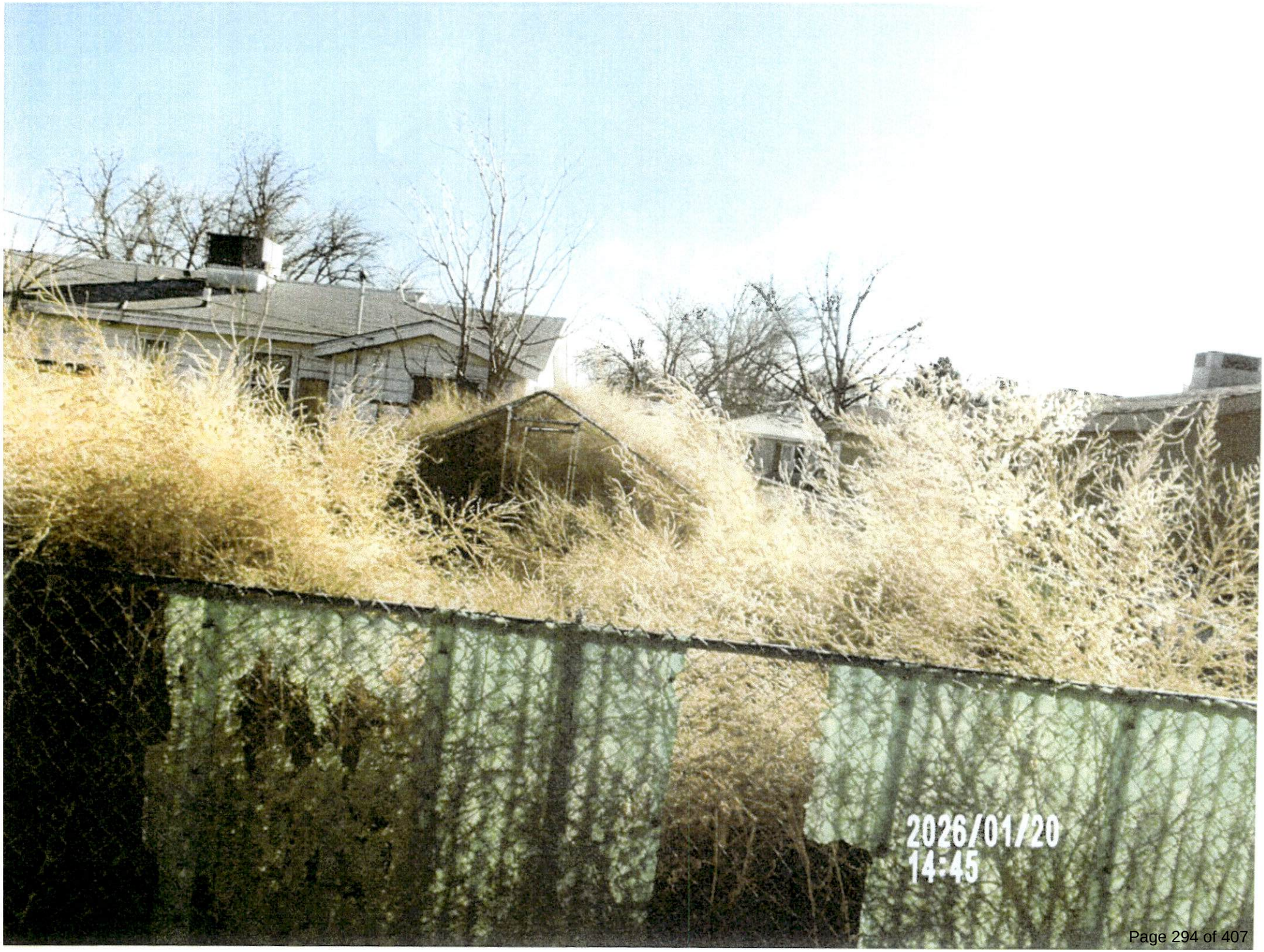

2026/02/23
15:48


2025/12/10
08:53


2025/12/10
08:45


2025/12/10
08:46


2026/01/20
14:44


2026/01/20
14:45


2026/01/20
14:45


BNR JB5


2026/02/05
09:51


2026/02/05
09:51


2026/02/05
09:51


406
2026/02/05
09:53

# City Of Carlsbad

## Inter-Office Memorandum

Richard D. Lopez, Mayor

Wendy Austin, City Manager

Date: 03/05/2026

To: Barbara Hodgson, City Attorney

From: Joshua Campbell, Fire Marshal

Re: 406 E Elmdale Street, Carlsbad, New Mexico 88220

---

On 03/05/2026, I inspected a property located at 406 E Elmdale Street, Carlsbad, New Mexico 88220. This property presents an ***extreme*** fire hazard for responding Firefighters and emergency personnel. I recommend that the property be cleaned up and the vehicles, trash, and debris be removed under the following fire codes.

The International Fire Code, 2021 edition states:

**Section 304 Combustible Waste Material**

**304.1 Waste accumulation prohibited.** Combustible waste material creating a fire hazard shall not be allowed to accumulate in buildings or structures or upon premises.

**304.1.1 Waste material.** Accumulations of wastepaper, wood, hay, straw, weeds, litter, or combustible or flammable rubbish of any type shall not be permitted to remain on a roof or in any court, yard, vacant lot, alley, parking lot, open space, or beneath a grandstand, bleacher, pier, wharf, manufactured home, recreational vehicle, or other similar structure.

**304.1.2 Vegetation.** Weeds, grass, vines or other growth that is capable of being ignited and endangering property, shall be cut down and removed by the owner or occupant of the premises.

**304.2 Storage.** Storage of combustible rubbish shall not produce conditions that will create a nuisance or hazard to the public health, safety, or welfare.

**Section 315 Miscellaneous Combustible Materials Storage**

**315.3 Outside Storage.** Outside storage of combustible materials shall not be located within 10 feet of a property line.

Joshua Campbell, Fire Marshal
Carlsbad Fire Department

Exhibit B

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

Council Meeting Date: April 14, 2026

| **DEPARTMENT**: Legal | **BY**: Barbara Hodgson | **DATE**: 03/31/2026 |
|---|---|---|

**SUBJECT**:
Consider Approval of Resolution 2026-25, a Resolution requiring the removal of the ruins, rubbish, wreckage, debris, and/or weeds at 2513 Socorro Road Owner: Ernie R. Jackson

**BACKGROUND, ANALYSIS AND IMPACT**: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)
The property at **2513 Soccoro Rd.** is in a residential area located between Standpipe Rd. and West Loop Rd. The Eddy County Assessor's Office lists **Ernie R. Jackson** as owning or having an interest in the property. There is a mobile home on the property, but it was damaged by a fire and appears to be unoccupied. In addition to the mobile home, there are numerous partially dismantled vehicles, outdoor storage of rubbish, wreckage, and debris, and at least one RV that may or may not be occupied on the property.

The property has been inspected by the Code Enforcement Office at various times since 2016 and cited for violations of the International Property Maintenance Code, 2009 Ed., which has been adopted by the City (Code sec. 8.1). The mobile home has been found unfit for human occupancy (IPMC sec. 108.1.3). Furthermore, the owner has been cited for violating Code sec. 56-42, for improper occupancy or storage of an RV and Code sec. 50-06(d), for improper storage of dismantled, non-operating, wrecked, junked, or discarded vehicles.

The Fire Marshall inspected the property on March 5, 2026, and found it presents an **extreme fire hazard** due to violations of the International Fire Code, 2021 Ed., due to the presence of the unsafe mobile home, the accumulation of combustible waste materials, weeds, and other growth, and the outside storage of combustible materials within 10 ft. of the property line.

Code Enforcement mailed a Final Notice of violation and required corrective actions, dated June 6, 2025, to the owner at his record address (2513 Socorro Rd.). The Final Notice and previous correspondence have been returned unopened.

A Resolution has been prepared for consideration by City Council. If adopted, the Resolution would require the property owner or representative to remove all ruins, dilapidated structures, rubbish, wreckage, debris and weeds from the property within thirty days of the service of the Resolution. The Resolution will also be published in a newspaper of general circulation in Carlsbad. If the owners or their representatives do not perform the required corrective action or file an objection with the City Clerk, the City will arrange to have the work performed and place a lien against the property to recover the reasonable costs of the work.

On March 27, 2026, a certified letter was sent to Ernie R. Jackson at the address on the records of the County, which invited him to attend the meeting and speak with Council about the property.

**DEPARTMENT RECOMMENDATION**:

**BOARD/COMMISSION/COMMITTEE ACTION**:

| City Council - | |
|---|---|
| **Reviewed b**y: | |
| City Manager:  Wendy D Austin | Date:  April 9, 2026 |

**Attachments**:
1. Resolution 2513 Socorro Road (5)

# RESOLUTION NO. 2026-25

**A RESOLUTION FINDING 2513 SOCORRO RD TO BE COVERED WITH RUINS, RUBBISH, WRECKAGE, DEBRIS, AND/OR WEEDS AND REQUIRING THE REMOVAL OF THE RUINS, RUBBISH, WRECKAGE, DEBRIS, AND/OR WEEDS**

WHEREAS, the records of the Eddy County Assessor's Office show Ernie R Jackson to be the owners of or to have an interest in the property commonly known as **2513 Socorro Road**, Carlsbad, Eddy County, New Mexico, and more particularly described as:

Quarter: NE S: 23 T: 22S R: 26E BEG S00°11'W 1327.20' & E 873.57' FROM N4 COR, E 121.23', N00°11'E 179.90', N89°54' 30"W 121.23', S00°11'W 180.06' TO POB

hereinafter referred to as "Property", and

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

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

WHEREAS, the Property contains a large amount of ruins, rubbish, wreckage, and/or debris, and some weeds; and

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

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

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

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

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

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

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

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

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

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

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

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

**A. Begin immediately;**

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

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

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

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

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

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

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

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

INTRODUCED, PASSED, ADOPTED, AND APPROVED this _____day of April, 2026.

_____
RICHARD D. LOPEZ, MAYOR

ATTEST:

_____
NADINE MIRELES, CITY CLERK

**CITY OF CARLSBAD**
***Planning, Engineering, and Regulation Department***
114 S. Halagueno, PO Box 1569
Carlsbad, New Mexico 88220
Phone (575) 885-1185, Fax (575) 628-8379

# CODE ENFORCEMENT REPORT

| **Case Number:** | **Date of Complaint:** | **Complaint Taken By:** |
|---|---|---|
| CE- 25 - 291 | 6/6/2025 | EHarrell |
| | **Complainant Name:** | **Phone Number:** |

**Complaint Location:**
2513 Socorro Rd

**Details of Complaint:**
Ruin, Rubbish, Wreckage & Debris
Abandoned/non-running vehicles
Dilapidated mobile home

| **Primary Structure:** | **Photographs Taken (attach):** | **CE District:** |
|---|---|---|
| ☒ Residential ☐ Commercial | ☒ Yes | ☐ North |
| ☐ Occupied ☐ Vacant | ☐ No | ☒ South |
| ☐ Secured ☐ Unsecured | | |
| ☐ No structure on property | | |

**Narrative:**
Code Enforcement (E. Harrell) has attempted to address this property before (2016, 2017 & 2019). The property has remained out of compliance. Partially dismantled vehicles, outdoor storage of rubbish and a previously red-tagged mobile home with evidence of fire damage, has not been addressed or brought into compliance. Letters mailed to the owner have been returned unopened.

**Disposition of Case:**

- ☐ No Basis for Complaint: _____
- ☒ Mailed Notice of Violation/Date: 6/6/2025 sent certified
- ☐ Door Hanger Notice of Violation/Date: _____
- ☐ Verbal Warning/Date: _____
- ☐ Referred to Other Agency: _____
- ☐ Other: _____

| **Code Enforcement Signature** | **Printed Name** | **Date** |
|---|---|---|
| | T. Ortiz | 3/20/2026 |

**Report Information:**
Entered into Database on: _____ By: _____
Page ___ of ___

Exhibit A

**15 CITY OF CARLSBAD**
Planning, Engineering, and Regulation Department
**Code Enforcement Division**
101 N. Halagueno St., PO Box 1569
Carlsbad, New Mexico 88220
Phone (575) 885-1185, Fax (575) 628-8379

# NOTICE OF CODE VIOLATION

Date: 6/6/25
Case: CE- 25 - 291
Address: 2513 Socorro Road
Carlsbad, New Mexico 88220

Name and Address of Property Owner or Occupant*

4-155-130-360-125
JACKSON, ERNIE R
2513 SOCORRO ROAD
CARLSBAD, NM 88220

**FINAL NOTICE**

The following violation(s) of the Carlsbad Code of Ordinances have been identified as existing on your property.It is your responsibility, if you have any control over the property, to take immediate action to correct these violation(s), even if you do not actually occupy the property or if the property is occupied by others.

**COMPLETION OF CORRECTIVE ACTION(S) IS REQUIRED NO LATER THAN: 6/16/25.**

**CORRECTIVE ACTION TO BE TAKEN (WHAT YOU SHOULD DO) BEFORE DEADLINE:**

This property has not came into compliance since the Judgment and Sentence on February 8th 2017. Please clean all junk/trash/debris and weeds. Remove all non running vehicles. No living in an RV outside of an approved RV park. A Red Tag was placed on each trailer house on 4/4/17 by Building Dept. for unlawful occupancy and no utilities, which was scrapped off. A Red Tag was placed on 3/31/17 by the New Mexico Regulation & Licensing Department Manufactured Housing Division which was illegally scrapped off. This structure has not came into compliance. Bring this structure into compliance immediately or the City will Board. If you fail to comply, a condemnation will be submitted to council If you decide to bring this structure into compliance, permits by a licensed contractor needs to be pulled through this office. Please see the attached IMPC, reference the codes in the first code violation box. This is your only notice. Thank you for your compliance. Any questions call 575-885-1185 ext. 3239

## CODE VIOLATED:

2009 IPMC (International Property Maintenance Code) Section 106 Section 107, 107.1, 107.2, 107.3, 107.4, 107.5, 107.6 Section 108, 108.1, 108.1.3, 108.1.5(7,9,10) 108.2, 108.2.1, 108.4, 108.4.1 & 108.5 Section 110, 110.1 Section 505 & Section 604

DILAPIDATED BUILDINGS AND STRUCTURES
Sec. 22-32. - Determination; resolution requiring removal.
Whenever any building or structure is ruined, damaged and dilapidated, or any premises covered with ruins, rubbish, wreckage, debris or weeds, the city council may, by resolution, find that the ruined, damaged and dilapidated building or structure or weed covered premises is a menace to the public comfort, health, peace or safety and require the removal from the city of the building, structure, ruin, rubbish, wreckage, debris or weeds.

## CODE VIOLATED:

Sec. 56-42 USE REGULATIONS 5. Use of an RV. It shall be unlawful for any person to occupy, place, store or use an RV outside of a properly zoned RV park except as follows: (a) Temporary dwelling. One RV may be occupied or used on a residentially zoned lot containing a dwelling provided the RV is used for temporary dwelling purposes only. The RV may be served only by electricity and water, and no other utility connection is permitted. Such occupation or use is limited to no more than 14 days in any calendar year for any given lot. An RV may not be placed in the required front, side or rear yard setback. A temporary use permit is required.

## CODE VIOLATED:

VEHICLE STORAGE (CCO 50-06(d)): No person in charge or control of any property within the city, whether as owner, tenant, occupant, lessee or otherwise, shall allow any partially dismantled, non-operating, wrecked, junked or discarded vehicle to remain on such property longer than 48 hours; and no person shall leave any such vehicle on any property within the city for a longer period of time than 48 hours; except that this section shall not apply with regard to a vehicle in an enclosed building or otherwise screened from public view or a vehicle in an appropriate storage place or depository maintained in a lawful place and manner by the city.

Note: Specific details regarding the applicable ordinance may be obtained from the Code Enforcement Division Office listed above. The complete Code of Ordinances may be found on the City of Carlsbad website: www.cityofcarlsbadnm.com or in the office of the City Clerk.

The required Corrective Active listed above must be initiated immediately and be completed no later than the deadline. Failure to comply with the Ordinances of the City of Carlsbad is subject to specific actions. If the owner of the property cannot be located or refuses compliance, the City may initiate condemnation procedures under Chapter 22, Article II, of the Carlsbad Code of Ordinances to remedy the violation. Under this procedure the City will file a claim of lien against the premises in the amount of the expenditure by the City to correct each violation. Optionally, the City may seek a judgment in Municipal Court for the maximum penalty allowed by ordinance for violation of municipal ordinances. Unless a lesser maximum penalty or a specific penalty is established by ordinance for a particular offense, a fine of not more than $500 or imprisonment for not more than 90 days, or both, plus court costs, may be imposed by the court.

*Property and owner information is received from the Eddy County Assessor's Office, Occupant, or City records.

| Code Enforcement Signature | EHarrell<br>Printed Name | 6/6/25<br>Date |
|---|---|---|

## GENERAL NOTES REGARDING COMPLIANCE

This Notice of Violation was based on a recent inspection of your property by Carlsbad Code Enforcement Personnel. A re-inspection of your property will be made after the date specified for compliance. A decision will be made at that time regarding the need for further action.

If you are willing to complete the required actions, but are unable to do so in a reasonable manner by the compliance date, the date for compliance may be extended for certain violations with a demonstration of a realistic need and supported with appropriate justification. This extension must be requested prior to the original compliance date. The date, however, for mitigation of violations that involve a serious and/or immediate threat to the health, safety, and/or welfare of the occupants of the property or general population may not be extended, but must be resolved without delay.

Code Enforcement Personnel will evaluate each request, as sole arbitrator, and will offer an Agreement to Abate, if appropriate. An Agreement to Abate is a written agreement between the individual responsible for mitigation, most generally the owner of the property or agent, and the Code Enforcement Personnel by which the applicant is afforded additional time to achieve compliance without threat of sanction. If awarded, the Agreement will extend the date for compliance the minimum amount of time required for compliance, and is generally not renewable.

The Code Enforcement Division is located in the Municipal Building Annex at 114 S. Halagueno Street. Code Enforcement Personnel may also be contacted by phone at (575) 885-1185 for additional information or guidance regarding resolution of this matter.

## PLEASE DON'T DELAY—CORRECT THE PROBLEM NOW!

alternative materials or methods, the *code official* shall have the authority to require tests to be made as evidence of compliance at no expense to the jurisdiction.

**105.3.1 Test methods.** Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the *code official* shall be permitted to approve appropriate testing procedures performed by an *approved* agency.

**105.3.2 Test reports.** Reports of tests shall be retained by the *code official* for the period required for retention of public records.

**105.4 Used material and equipment.** The use of used materials which meet the requirements of this code for new materials is permitted. Materials, equipment and devices shall not be reused unless such elements are in good repair or have been reconditioned and tested when necessary, placed in good and proper working condition and *approved* by the *code official*.

**105.5 Approved materials and equipment.** Materials, equipment and devices *approved* by the *code official* shall be constructed and installed in accordance with such approval.

**105.6 Research reports.** Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from *approved* sources.

## SECTION 106
## VIOLATIONS

**106.1 Unlawful acts.** It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this code.

**106.2 Notice of violation.** The *code official* shall serve a notice of violation or order in accordance with Section 107.

**106.3 Prosecution of violation.** Any person failing to comply with a notice of violation or order served in accordance with Section 107 shall be deemed guilty of a misdemeanor or civil infraction as determined by the local municipality, and the violation shall be deemed a *strict liability offense*. If the notice of violation is not complied with, the *code official* shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful *occupancy* of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such *premises* shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

**106.4 Violation penalties.** Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

**106.5 Abatement of violation.** The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal *occupancy* of a building, structure or *premises*, or to stop an illegal act, conduct, business or utilization of the building, structure or *premises*.

## SECTION 107
## NOTICES AND ORDERS

**107.1 Notice to person responsible.** Whenever the *code official* determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Sections 107.2 and 107.3 to the person responsible for the violation as specified in this code. Notices for condemnation procedures shall also comply with Section 108.3.

**107.2 Form.** Such notice prescribed in Section 107.1 shall be in accordance with all of the following:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.
3. Include a statement of the violation or violations and why the notice is being issued.
4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the *dwelling unit* or structure into compliance with the provisions of this code.
5. Inform the property *owner* of the right to appeal.
6. Include a statement of the right to file a lien in accordance with Section 106.3.

**107.3 Method of service.** Such notice shall be deemed to be properly served if a copy thereof is:

1. Delivered personally;
2. Sent by certified or first-class mail addressed to the last known address; or
3. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.

**107.4 Unauthorized tampering.** Signs, tags or seals posted or affixed by the *code official* shall not be mutilated, destroyed or tampered with, or removed without authorization from the *code official*.

**107.5 Penalties.** Penalties for noncompliance with orders and notices shall be as set forth in Section 106.4.

**107.6 Transfer of ownership.** It shall be unlawful for the *owner* of any *dwelling unit* or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such *dwelling unit* or structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such *owner* shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the *code official* and shall furnish to the *code official* a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and


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fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

## SECTION 108
## UNSAFE STRUCTURES AND EQUIPMENT

**108.1 General.** When a structure or equipment is found by the *code official* to be unsafe, or when a structure is found unfit for human *occupancy*, or is found unlawful, such structure shall be *condemned* pursuant to the provisions of this code.

**108.1.1 Unsafe structures.** An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the *occupants* of the structure by not providing minimum safeguards to protect or warn *occupants* in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

**108.1.2 Unsafe equipment.** Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the *premises* or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or *occupants* of the *premises* or structure.

**108.1.3 Structure unfit for human occupancy.** A structure is unfit for human *occupancy* whenever the *code official* finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks *ventilation*, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the *occupants* of the structure or to the public.

**108.1.4 Unlawful structure.** An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this code, or was erected, altered or occupied contrary to law.

**108.1.5 Dangerous *structure* or *premises*.** For the purpose of this code, any structure or *premises* that has any or all of the conditions or defects described below shall be considered dangerous:

1. Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the *approved* building or fire code of the jurisdiction as related to the requirements for existing buildings.
2. The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
3. Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, *deterioration*, *neglect*, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become *detached* or dislodged.
4. Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so *anchored*, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.
5. The building or structure, or part of the building or structure, because of dilapidation, *deterioration*, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.
6. The building or structure, or any portion thereof, is clearly unsafe for its use and *occupancy*.
7. The building or structure is *neglected*, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.
8. Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the *approved* building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.
9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, *ventilation*, mechanical or plumbing system, or otherwise, is determined by the *code official* to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
10. Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the *code official* to be a threat to life or health.
11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

**108.2 Closing of vacant structures.** If the structure is vacant and unfit for human habitation and *occupancy*, and is not in danger of structural collapse, the *code official* is authorized to


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post a placard of condemnation on the *premises* and order the structure closed up so as not to be an attractive nuisance. Upon failure of the *owner* to close up the *premises* within the time specified in the order, the *code official* shall cause the *premises* to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and may be collected by any other legal resource.

**108.2.1 Authority to disconnect service utilities.** The *code official* shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 102.7 in case of emergency where necessary to eliminate an immediate hazard to life or property or when such utility connection has been made without approval. The *code official* shall notify the serving utility and, whenever possible, the *owner* and *occupant* of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnection the *owner* or *occupant* of the building structure or service system shall be notified in writing as soon as practical thereafter.

**108.3 Notice.** Whenever the *code official* has *condemned* a structure or equipment under the provisions of this section, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the *owner* or the person or persons responsible for the structure or equipment in accordance with Section 107.3. If the notice pertains to equipment, it shall also be placed on the *condemned* equipment. The notice shall be in the form prescribed in Section 107.2.

**108.4 Placarding.** Upon failure of the *owner* or person responsible to comply with the notice provisions within the time given, the *code official* shall post on the *premises* or on defective equipment a placard bearing the word "Condemned" and a statement of the penalties provided for occupying the *premises*, operating the equipment or removing the placard.

**108.4.1 Placard removal.** The *code official* shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the *code official* shall be subject to the penalties provided by this code.

**108.5 Prohibited occupancy.** Any occupied structure *condemned* and placarded by the *code official* shall be vacated as ordered by the *code official*. Any person who shall occupy a placarded *premises* or shall operate placarded equipment, and any *owner* or any person responsible for the *premises* who shall let anyone occupy a placarded *premises* or operate placarded equipment shall be liable for the penalties provided by this code.

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

**108.7 Record.** The *code official* shall cause a report to be filed on an unsafe condition. The report shall state the *occupancy* of the structure and the nature of the unsafe condition.

## SECTION 109
## EMERGENCY MEASURES

**109.1 Imminent danger.** When, in the opinion of the *code official*, there is *imminent danger* of failure or collapse of a building or structure which endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building *occupants* or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the *code official* is hereby authorized and empowered to order and require the *occupants* to vacate the *premises* forthwith. The *code official* shall cause to be posted at each entrance to such structure a notice reading as follows: "This *Structure* Is Unsafe and Its *Occupancy* Has Been Prohibited by the *Code Official*." It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

**109.2 Temporary safeguards.** Notwithstanding other provisions of this code, whenever, in the opinion of the *code official*, there is *imminent danger* due to an unsafe condition, the *code official* shall order the necessary work to be done, including the boarding up of openings, to render such structure temporarily safe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the *code official* deems necessary to meet such emergency.

**109.3 Closing streets.** When necessary for public safety, the *code official* shall temporarily close structures and close, or order the authority having jurisdiction to close, sidewalks, streets, *public ways* and places adjacent to unsafe structures, and prohibit the same from being utilized.

**109.4 Emergency repairs.** For the purposes of this section, the *code official* shall employ the necessary labor and materials to perform the required work as expeditiously as possible.

**109.5 Costs of emergency repairs.** Costs incurred in the performance of emergency work shall be paid by the jurisdiction. The legal counsel of the jurisdiction shall institute appropriate action against the *owner* of the *premises* where the unsafe structure is or was located for the recovery of such costs.

**109.6 Hearing.** Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the appeals board, be afforded a hearing as described in this code.

## SECTION 110
## DEMOLITION

**110.1 General.** The *code official* shall order the *owner* of any *premises* upon which is located any structure, which in the *code official* judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occu-



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pancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary, or to board up and hold for future repair or to demolish and remove at the *owner's* option; or where there has been a cessation of normal construction of any structure for a period of more than two years, the *code official* shall order the *owner* to demolish and remove such structure, or board up until future repair. Boarding the building up for future repair shall not extend beyond one year, unless *approved* by the building official.

**110.2 Notices and orders.** All notices and orders shall comply with Section 107.

**110.3 Failure to comply.** If the *owner* of a *premises* fails to comply with a demolition order within the time prescribed, the *code official* shall cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

**110.4 Salvage materials.** When any structure has been ordered demolished and removed, the governing body or other designated officer under said contract or arrangement aforesaid shall have the right to sell the salvage and valuable materials at the highest price obtainable. The net proceeds of such sale, after deducting the expenses of such demolition and removal, shall be promptly remitted with a report of such sale or transaction, including the items of expense and the amounts deducted, for the person who is entitled thereto, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall so state.

## SECTION 111
## MEANS OF APPEAL

**111.1 Application for appeal.** Any person directly affected by a decision of the *code official* or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

**111.2 Membership of board.** The board of appeals shall consist of a minimum of three members who are qualified by experience and training to pass on matters pertaining to property maintenance and who are not employees of the jurisdiction. The *code official* shall be an ex-officio member but shall have no vote on any matter before the board. The board shall be appointed by the chief appointing authority, and shall serve staggered and overlapping terms.

**111.2.1 Alternate members.** The chief appointing authority shall appoint two or more alternate members who shall be called by the board chairman to hear appeals during the absence or disqualification of a member. Alternate members shall possess the qualifications required for board membership.

**111.2.2 Chairman.** The board shall annually select one of its members to serve as chairman.

**111.2.3 Disqualification of member.** A member shall not hear an appeal in which that member has a personal, professional or financial interest.

**111.2.4 Secretary.** The chief administrative officer shall designate a qualified person to serve as secretary to the board. The secretary shall file a detailed record of all proceedings in the office of the chief administrative officer.

**111.2.5 Compensation of members.** Compensation of members shall be determined by law.

**111.3 Notice of meeting.** The board shall meet upon notice from the chairman, within 20 days of the filing of an appeal, or at stated periodic meetings.

**111.4 Open hearing.** All hearings before the board shall be open to the public. The appellant, the appellant's representative, the *code official* and any person whose interests are affected shall be given an opportunity to be heard. A quorum shall consist of not less than two-thirds of the board membership.

**111.4.1 Procedure.** The board shall adopt and make available to the public through the secretary procedures under which a hearing will be conducted. The procedures shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be received.

**111.5 Postponed hearing.** When the full board is not present to hear an appeal, either the appellant or the appellant's representative shall have the right to request a postponement of the hearing.

**111.6 Board decision.** The board shall modify or reverse the decision of the *code official* only by a concurring vote of a majority of the total number of appointed board members.

**111.6.1 Records and copies.** The decision of the board shall be recorded. Copies shall be furnished to the appellant and to the *code official*.

**111.6.2 Administration.** The *code official* shall take immediate action in accordance with the decision of the board.

**111.7 Court review.** Any person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by law following the filing of the decision in the office of the chief administrative officer.

**111.8 Stays of enforcement.** Appeals of notice and orders (other than *Imminent Danger* notices) shall stay the enforcement of the notice and order until the appeal is heard by the appeals board.

## SECTION 112
## STOP WORK ORDER

**112.1 Authority.** Whenever the *code official* finds any work regulated by this code being performed in a manner contrary to


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# CHAPTER 5
# PLUMBING FACILITIES AND FIXTURE REQUIREMENTS

## SECTION 501
## GENERAL

**501.1 Scope.** The provisions of this chapter shall govern the minimum plumbing systems, facilities and plumbing fixtures to be provided.

**501.2 Responsibility.** The *owner* of the structure shall provide and maintain such plumbing facilities and plumbing fixtures in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any structure or *premises* which does not comply with the requirements of this chapter.

## [P] SECTION 502
## REQUIRED FACILITIES

**502.1 Dwelling units.** Every *dwelling unit* shall contain its own bathtub or shower, lavatory, water closet and kitchen sink which shall be maintained in a sanitary, safe working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. A kitchen sink shall not be used as a substitute for the required lavatory.

**502.2 Rooming houses.** At least one water closet, lavatory and bathtub or shower shall be supplied for each four *rooming units*.

**502.3 Hotels.** Where private water closets, lavatories and baths are not provided, one water closet, one lavatory and one bathtub or shower having access from a public hallway shall be provided for each ten *occupants*.

**502.4 Employees' facilities.** A minimum of one water closet, one lavatory and one drinking facility shall be available to employees.

**502.4.1 Drinking facilities.** Drinking facilities shall be a drinking fountain, water cooler, bottled water cooler or disposable cups next to a sink or water dispenser. Drinking facilities shall not be located in *toilet rooms* or *bathrooms*.

**502.5 Public toilet facilities.** Public toilet facilities shall be maintained in a safe sanitary and working condition in accordance with the *International Plumbing Code*. Except for periodic maintenance or cleaning, public access and use shall be provided to the toilet facilities at all times during *occupancy* of the *premises*.

## [P] SECTION 503
## TOILET ROOMS

**503.1 Privacy.** *Toilet rooms* and *bathrooms* shall provide privacy and shall not constitute the only passageway to a hall or other space, or to the exterior. A door and interior locking device shall be provided for all common or shared *bathrooms* and *toilet rooms* in a multiple dwelling.

**503.2 Location.** *Toilet rooms* and *bathrooms* serving hotel units, *rooming units* or dormitory units or *housekeeping units*, shall have access by traversing not more than one flight of stairs and shall have access from a common hall or passageway.

**503.3 Location of employee toilet facilities.** Toilet facilities shall have access from within the employees' working area. The required toilet facilities shall be located not more than one story above or below the employees' working area and the path of travel to such facilities shall not exceed a distance of 500 feet (152 m). Employee facilities shall either be separate facilities or combined employee and public facilities.

**Exception:** Facilities that are required for employees in storage structures or kiosks, which are located in adjacent structures under the same ownership, lease or control, shall not exceed a travel distance of 500 feet (152 m) from the employees' regular working area to the facilities.

**503.4 Floor surface.** In other than *dwelling units*, every *toilet room* floor shall be maintained to be a smooth, hard, nonabsorbent surface to permit such floor to be easily kept in a clean and sanitary condition.

## [P] SECTION 504
## PLUMBING SYSTEMS AND FIXTURES

**504.1 General.** All plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. All plumbing fixtures shall be maintained in a safe, sanitary and functional condition.

**504.2 Fixture clearances.** Plumbing fixtures shall have adequate clearances for usage and cleaning.

**504.3 Plumbing system hazards.** Where it is found that a plumbing system in a structure constitutes a hazard to the *occupants* or the structure by reason of inadequate service, inadequate venting, cross connection, backsiphonage, improper installation, *deterioration* or damage or for similar reasons, the *code official* shall require the defects to be corrected to eliminate the hazard.

## SECTION 505
## WATER SYSTEM

**505.1 General.** Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an *approved* private water system. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the *International Plumbing Code*.

**[P] 505.2 Contamination.** The water supply shall be maintained free from contamination, and all water inlets for plumb-


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# CHAPTER 6
# MECHANICAL AND ELECTRICAL REQUIREMENTS

## SECTION 601
## GENERAL

**601.1 Scope.** The provisions of this chapter shall govern the minimum mechanical and electrical facilities and equipment to be provided.

**601.2 Responsibility.** The *owner* of the structure shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any *premises* which does not comply with the requirements of this chapter.

## SECTION 602
## HEATING FACILITIES

**602.1 Facilities required.** Heating facilities shall be provided in structures as required by this section.

**602.2 Residential occupancies.** Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms* based on the winter outdoor design temperature for the locality indicated in Appendix D of the *International Plumbing Code*. Cooking appliances shall not be used to provide space heating to meet the requirements of this section.

**Exception:** In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

**602.3 Heat supply.** Every *owner* and *operator* of any building who rents, leases or lets one or more *dwelling units* or *sleeping units* on terms, either expressed or implied, to furnish heat to the *occupants* thereof shall supply heat during the period from [DATE] to [DATE] to maintain a temperature of not less than 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms*.

**Exceptions:**

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the *International Plumbing Code*.
2. In areas where the average monthly temperature is above 30°F (-1°C) a minimum temperature of 65°F (18°C) shall be maintained.

**602.4 Occupiable work spaces.** Indoor occupiable work spaces shall be supplied with heat during the period from [DATE] to [DATE] to maintain a temperature of not less than 65°F (18°C) during the period the spaces are occupied.

**Exceptions:**

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

**602.5 Room temperature measurement.** The required room temperatures shall be measured 3 feet (914 mm) above the floor near the center of the room and 2 feet (610 mm) inward from the center of each exterior wall.

## SECTION 603
## MECHANICAL EQUIPMENT

**603.1 Mechanical appliances.** All mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.

**603.2 Removal of combustion products.** All fuel-burning equipment and appliances shall be connected to an *approved* chimney or vent.

**Exception:** Fuel-burning equipment and appliances which are *labeled* for unvented operation.

**603.3 Clearances.** All required clearances to combustible materials shall be maintained.

**603.4 Safety controls.** All safety controls for fuel-burning equipment shall be maintained in effective operation.

**603.5 Combustion air.** A supply of air for complete combustion of the fuel and for *ventilation* of the space containing the fuel-burning equipment shall be provided for the fuel-burning equipment.

**603.6 Energy conservation devices.** Devices intended to reduce fuel consumption by attachment to a fuel-burning appliance, to the fuel supply line thereto, or to the vent outlet or vent piping therefrom, shall not be installed unless *labeled* for such purpose and the installation is specifically *approved*.

## SECTION 604
## ELECTRICAL FACILITIES

**604.1 Facilities required.** Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and Section 605.

**604.2 Service.** The size and usage of appliances and equipment shall serve as a basis for determining the need for additional


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- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ernie R. Jackson
2513 Socorro Rd
Carlsbad, NM 88220

9590 9402 8930 4064 8270 43

2. Article Number *(Transfer from service label)*
9589 0710 5270 1422 1949 47

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Mail
- ☐ Mail Restricted Delivery
- 00)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

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9589 0710 5270 1422 1949 47

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- ☐ Return Receipt (electronic) $
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- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Postmark Here

Sent To Ernie Jackson
Street and Apt. No., or PO Box No. 2513 Socorro Rd
City, State, ZIP+4 Carlsbad NM 88220

PS Form 3800, January 2023 See Reverse for Instructions


CERTIFIED MAIL
9589 0710 5270 1422 1949 47
US POSTAGE
ZIP 88220 $ 010.38⁰
0000385820 JUN 09 2025
15 CITY OF CARLSBAD
Planning, Engineering, and
Code Enforcement Divisio
101 N. Halagueno St., PO Box 1569
Carlsbad, New Mexico 88220
Phone (575) 885-1185, Fax (575) 628-8379
JUN 25 2025
RECEIVED
ACCT MANAGEMENT
JACKSON, ERNIE R
2513 SOCORRO ROAD
CARLSBAD, NM 88220
RETURN TO SENDER
NO MAIL RECEPTACLE
UNABLE TO FORWARD
The following violation(s) of the Carlsbad Code of Ordin

## 2513 Socorro Rd

**Captured:** Jan 17, 2026



# Property Record Card

Eddy Assessor

**JACKSON, ERNIE R**
2513 SOCORRO ROAD
CARLSBAD, NM 88220

**Account: R061354**
Tax Area: CI_R - CARLSBAD-IN (Residential)
Acres: 0.500

**Parcel: 4-155-130-360-125**
Situs Address:
2513 SOCORRO STREET
CARLSBAD, 88220

## Value Summary

| Value By: | Market | Override |
|---|---|---|
| Land (1) | $7,500 | N/A |
| Residential (1) | $4,482 | N/A |
| **Total** | **$11,982** | **$11,982** |

## Legal Description

Quarter: NE S: 23 T: 22S R: 26E BEG S00°11'W 1327.20' & E 873.57' FROM N4 COR, E 121.23', N00°11'E 179.90', N89°54' 30"W 121.23', S00°11'W 180.06' TO POB

## Public Remarks

| Entry Date | Model | Remark |
|---|---|---|
| 11/03/2009 | | BK 795 PG 868 |
| | | MH - M071540 - INACTIVE |

## Land Occurrence 1

| | | | |
|---|---|---|---|
| Property Code | 0100 - RESIDENTIAL LAND | Land Code | 102_15000 - Homesite C/10 - 15000 |
| Description | RESIDENTIAL LAND | Measure | A - Acres |

## Residential Occurrence 1

Property Code: 0120 - RESIDENTIAL IMPROVEMENT

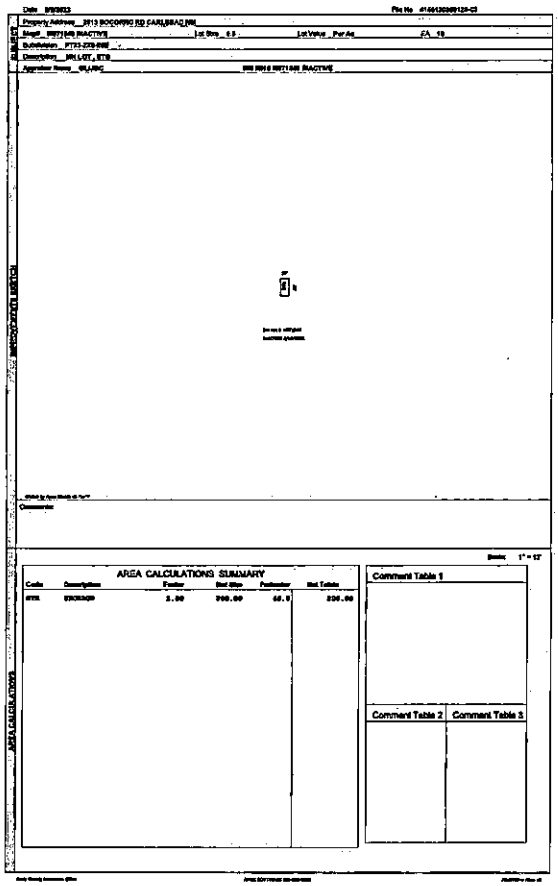
| SubArea | ACTUAL | EFFECTIVE | HEATED | FOOTPRINT |
|---|---|---|---|---|
| STR - STORAGE | 200.0 | 200.0 | 200.0 | 200.0 |
| Total | 200.00 | 200.00 | 200.00 | 200.00 |

# Property Record Card

Eddy Assessor

## Residential Occurrence 1

SKETCH/AREA TABLE ADDENDUM




## Abstract Summary

| Code | Classification | Actual Value Value | Taxable Value | Actual Value Override | Taxable Override |
|---|---|---|---|---|---|
| 0100 | RESIDENTIAL LAND | $7,500 | $2,500 | $3,607 | $1,202 |
| 0120 | RESIDENTIAL IMPROVEMENT | $4,482 | $1,494 | $3,519 | $1,173 |
| **Total** | | **$11,982** | **$3,994** | **$7,126** | **$2,375** |


Mar 10, 2026 at 9:46:48 AM


Mar 10, 2026 at 9:46:55 AM


Mar 10, 2026 at 9:46:57 AM


Mar 10, 2026 at 9:47:01 AM
IN USE
CHEVRO


Mar 10, 2026 at 9:47:10 AM


06/06/2025 10:53


NO
TRESPASSING
06/06/2025 10:53


NO TRESPASSING
06/06/2025 10:52

# City Of Carlsbad

## Inter-Office Memorandum

Richard D. Lopez, Mayor

Wendy Austin, City Manager

Date: 03/05/2026

To: Barbara Hodgson, City Attorney

From: Joshua Campbell, Fire Marshal

Re: 2513 Socorro Rd, Carlsbad, New Mexico 88220

---

On 03/05/2026, I inspected a property located at 2513 Socorro Rd, Carlsbad, New Mexico 88220. This property presents an ***extreme*** fire hazard for responding Firefighters and emergency personnel. I recommend that the property be cleaned up and the vehicles, trash, and debris be removed under the following fire codes.

The International Fire Code, 2021 edition states:

**Section 110 Unsafe Buildings**

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

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

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

**Section 304 Combustible Waste Material**

**304.1 Waste accumulation prohibited.** Combustible waste material creating a fire hazard shall not be allowed to accumulate in buildings or structures or upon premises.

# Exhibit B

**304.1.1 Waste material.** Accumulations of wastepaper, wood, hay, straw, weeds, litter, or combustible or flammable rubbish of any type shall not be permitted to remain on a roof or in any court, yard, vacant lot, alley, parking lot, open space, or beneath a grandstand, bleacher, pier, wharf, manufactured home, recreational vehicle, or other similar structure.

**304.1.2 Vegetation.** Weeds, grass, vines or other growth that is capable of being ignited and endangering property, shall be cut down and removed by the owner or occupant of the premises.

**304.2 Storage.** Storage of combustible rubbish shall not produce conditions that will create a nuisance or hazard to the public health, safety, or welfare.

**Section 313 Fueled Equipment**

**313.1.1 Removal.** The fire code official is authorized to require removal of fueled equipment from locations where the presence of such equipment is determined by the fire code official to be hazardous.

**Section 315 Miscellaneous Combustible Materials Storage**

**315.3 Outside Storage.** Outside storage of combustible materials shall not be located within 10 feet of a property line.

Joshua Campbell, Fire Marshal
Carlsbad Fire Department

# NO DOCUMENT FOR THIS AGENDA ITEM

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

Council Meeting Date: April 14, 2026

| | | |
|---|---|---|
| **DEPARTMENT**: Planning & Zoning | **BY**: Trysha Ortiz | **DATE**: 03/02/2026 |

**SUBJECT**:
Consider Approval of Ordinance 2026-16, an Ordinance rezoning part of "R-1" Residential 1 District to "C-1" Commercial 1 District for approximately 0.30 acres for property located at 2809 San Jose Boulevard and 2811 San Jose Boulevard Owner: Edgar Gonzalez
A. Public Hearing
B. Consider Approval of Ordinance 2026-16

**BACKGROUND, ANALYSIS AND IMPACT**: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)
**SUBJECT:** Request for Zone Change from “R-1” Residential 1 District to “C-1” Commercial 1 District for the two properties located north of 2813 San Jose Boulevard, legally described as Lots 25 & 27, Block 31, New San Jose First Addition Subdivision, pursuant to Section 3-21-1 et. Seq. NMSA 1978 and Sections 56-150(b) and 56-140(i), Carlsbad Code of Ordinances.

Applicant/Owner:
Edgar Gonzalez
3702 Saguaro
Carlsbad, NM 88220

***The applicant provided the required notification to property owners within 100’ and agreed to post the required sign 5-days prior to the public hearing as required by Sec. 56-140(i). The City will notify the property owners’ 15-days prior to the City Council hearing and publish notification in the newspaper 30-days prior to said hearing.***

**SYNOPSIS, HISTORY AND IMPACT (SAFETY AND WELFARE/FINANCIAL/PERSONNEL/INFRASTRUCTURE/ETC.):**
Request for Zone Change from “R-1” Residential 1 District to “C-1” Commercial 1 District for the two properties located north of 2813 San Jose Boulevard.

The properties to the north and south are zoned “R-1” Residential 1 District. The properties to the west are zoned “R-2” Residential 2 District. The properties to the east are zoned “C-1” Commercial 1 District. This change would not create a spot zone.

Sec. 56-40(d) of the Zoning Ordinance states:

(d)
Commercial 1 (C-1) district. The Commercial 1 District is intended to accommodate neighborhood-scale retail, office, and customer service uses. Such uses are regulated in order

to reduce adverse impacts on surrounding residential development.

*Comprehensive Plan: Strategy 2045 goals and policies that are applicable to this request are:*
*Chapter 5: Land Use*
*Objectives:*
- To create a more compact urban form in areas appropriate for residential, commercial, or mixed-use development that currently have access to community services.
- To increase the supply of commercial and industrial properties.
- To meet the commercial market demand and needs of existing and future Carlsbad residents

According to Zoning Ordinance Sec. 56-150(b)(4). Amendments, Findings Required, a statement of fact regarding each of the following findings is required:

An amendment to the Official Zoning Map or to the Text of this Zoning Ordinance must be justified by one or more of the following findings:

(a) The proposed amendment will or will not adversely impact the public health, safety or general welfare and will or will not promote the original purposes of the Zoning Ordinance; and

(b) The proposed amendment responds or does not respond to changed conditions, such as changes in public capital investments, road locations or functional classification, population trends, density, use or further studies that have been completed since adoption of the Zoning Ordinance; and

(c) The proposed amendment is or is not necessary in order to respond to State and/or Federal legislation; and

(d) The proposed amendment provides or does not provide additional flexibility in meeting the objectives of this Zoning Ordinance without lowering the standards of the Zoning Ordinance; and

(e) The proposed amendment is or is not in substantial compliance with the City's Comprehensive Plan or other City Master Plan; and

(f) The proposed amendment will or will not adversely affect the implementation of the goals and policies of the City's Comprehensive Plan or other City Master Plan; and

(g) The proposed amendment is justified in order to correct a mistake in the Official Zoning Map or the text of the Zoning Ordinance; and

(h) The proposed amendment is justified in order to respond to changes in the City’s Comprehensive Plan or other City Master Plan including, but not limited to, changes in land use assumptions, surrounding uses, population forecasts, rates of land consumption, anticipated community needs or other factors.

**DEPARTMENT RECOMMENDATION**:
**PLANNING AND ZONING COMMISSION RECOMMENDATION:** Based on review of the application and staff comments, at their meeting on February 2, 2026, the Planning and Zoning Commission considered this item and recommended approval with a vote of five(5) in favor of approval, none (0) against, none (0) absent and none (0) abstain.

**BOARD/COMMISSION/COMMITTEE ACTION**:
Planning & Zoning Commission - APPROVED

**Reviewed b**y:

| | |
|---|---|
| City Manager: Wendy D Austin | Date: 3/5/2026 |

**Attachments**:
1. Application Materials - Zone Change - 2809 & 2811 San Jose Blvd (2)

# ORDINANCE NO. 2026-16

AN ORDINANCE REZONING PART OF “R-1” RESIDENTIAL 1 DISTRICT TO “C-1” COMMERCIAL 1 DISTRICT FOR APPROXIMATELY 0.30 ACRES, LOCATED AT 2809 & 2811 SAN JOSE BLVD., LEGALLY DESCRIBED AS LOTS 25 & 27, BLOCK 31, SAN JOSE FIRST ADDITION SUBDIVISION, PURSUANT TO SECTION 3-21-1 ET. SEQ. NMSA 1978 AND SECTIONS 56-150(B) AND 56-140(I), CARLSBAD CODE OF ORDINANCES.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CARLSBAD, EDDY COUNTY, NEW MEXICO, that:

The official zoning map of the City is hereby amended to rezone part of "R-1" Residential 1 District to "C-1" Commercial 1 District, for approximately 0.30 acres, located at 2809 & 2811 San Jose Blvd., legally described as:

LOTS 25 & 27, BLOCK 31, SAN JOSE FIRST ADDITION SUBDIVISION

INTRODUCED, PASSED, ADOPTED AND APPROVED this 14th day of April, 2026.

_____
RICHARD D. LOPEZ, MAYOR

ATTEST:

_____
CITY CLERK

**LINKED MINUTES OF A REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF CARLSBAD, NEW MEXICO, HELD IN THE JANELL WHITLOCK MUNICIPAL COMPLEX BUILDING ON FEBRUARY 2, 2026, AT 5:00 P.M.**

| | | |
|---|---|---|
| Present: | James McCormick | Chairperson |
| | Trent Cornum | Commissioner |
| | Valerie Branson | Commissioner |
| | Linda Wilson | Commissioner |
| | Denise Madrid-Boyea | Commissioner |
| Absent: | | |
| Also Present: | Jeff Patterson | Planning Director |
| | Trysha Ortiz | Deputy Planning Director |
| | Barbara Hodgson | City Attorney |
| | Ken Ahrens | Deputy City Manager |
| | Jalynn Dominguez | Open Meetings Act Manager |
| | Stephan Brown | Compliance Clerk |
| | Donald Cantrail | 702 Elma Dr. |
| | Larry Gregory | 208 N. Sixth St. |
| | Claudia Gomez | 1604 E. Greene St. |
| | Jerimiah Norris | 1500 Blodgett St. |
| | Renita Mckinley | Citizen |
| | Chance McMillian | Blodgett Street Baptist Church |
| | Edgar Gonzales | 2813 San Jose Blvd. |
| | Richard Johnson | Citizen |
| | George Dunagan | Dunagan Associates |
| | Amanda Mashaw | Dunagan Associates |

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**

0:01:12 **1. ROLL CALL AND DETERMINATION OF QUORUM**

Roll was called, determining the presence of a quorum.

0:01:44 **2. APPROVAL OF MEETING MINUTES – JANUARY 5, 2026**

0:01:55 **MOTION**

The motion was made by Commissioner Cornum and seconded by Commissioner Wilson to approve meeting minutes for – January 5, 2026.

0:01:59 **VOTE**
The vote was as follows: Yes - McCormick, Cornum, Wilson, Branson; No - None; Absent - None; Abstain - Madrid-Boyea; the motion carried

0:02:22 **3. CONSIDER APPROVAL OF A VARIANCE FROM ORD. 56-90(B) TO ALLOW A ZERO-FOOT (0') REAR SETBACK INSTEAD OF THE REQUIRED TEN-FOOT (10') REAR SETBACK & ZERO-FOOT (0') SIDE SETBACK INSTEAD OF THE REQUIRED TEN-FOOT (10') STREET SIDE SETBACK FOR THE PROPERTY LOCATED AT 702 ELMA DR., ZONED "R-1" RESIDENTIAL 1 DISTRICT**

**Mr. Patterson** stated that this item is a request for a variance to allow a zero-foot rear setback instead of the required ten-foot rear setback and a zero-foot side setback instead of the required ten-foot street side setback for the property at 702 Elma Drive. He stated that the property is zoned "R-1" Residential District. He stated that based on an internal review with City staff, the Planning and Zoning Department recommends denial of this request.

**Chairman McCormick** asked Donald Cantrail to explain what he intends to do with his property. **Mr. Cantrail** stated that he plans to place a garage in the back right corner of his property. **Chairman McCormick** asked if Mr. Cantrail had contacted the city to obtain a permit. **Mr. Cantrail** stated that he had contacted a contractor about building the garage and was informed that he would need to obtain City approval before proceeding.
**Chairman McCormick** asked if there is fencing on the property. **Mr. Cantrail** responded that there is a cinder block fence along the property line. He stated that he plans to build the garage two feet off the fence line. **Chairman McCormick** stated that the request is for a zero-foot rear setback, meaning the garage would have to be constructed directly on the property line and against the fence. **Mr. Cantrail** stated that he would prefer to build the garage with a two-foot rear setback instead of the requested zero-foot rear setback. **Chairman McCormick** asked what type of material the garage would be constructed from. **Mr. Cantrail** stated that he has not yet decided but would prefer either metal or cinder block construction.

**Commissioner Cornum** asked Mr. Cantrail if he had additional room to increase the rear setback, noting that a two-foot rear setback would provide very little space for future maintenance. **Mr. Cantrail** stated a two-foot rear setback would be preferable, but he would be willing to increase it to a two-and-a-half-foot rear setback if necessary.

**Commissioner Wilson** stated that since the garage would be located in the corner of the property, the rear setback should be at least five feet.

**Commissioner Branson** stated that a five-foot rear setback would be preferable.

0:10:56 **Chairman McCormick asked if anyone would like to speak regarding the item. No one appeared and the Chairman declared the public hearing closed and reconvened the Planning and Zoning Commission into regular session.**

0:19:03 **MOTION**
The motion was made by Commissioner Branson and seconded by Commissioner Corum to approve a variance with a five-foot rear setback and a two-foot side setback.

0:21:10 **VOTE**
The vote was as follows: Yes - McCormick, Cornum, Branson, Wilson; No - Madrid-Boyea; Absent - None; the motion carried.

0:21:43 **4. CONSIDER APPROVAL OF A CONDITIONAL USE PERMIT TO ALLOW A MULTI-FAMILY COMPLEX AT THE PROPERTY LOCATED AT 208 NORTH SIXTH STREET, A PROPERTY ZONED "C-2" COMMERCIAL 2 DISTRICT**
**Mr. Patterson** stated that this item is a request for a Conditional Use Permit to allow a multi-family complex at the property located at 208 North Sixth Street. He noted that the property is zoned "C-2" Commercial 2 District. He explained that pursuant to Section 56-42 of the Zoning Ordinances, multi-family dwellings are permitted within this zoning district, if a Conditional Use Permit is obtained. **Mr. Patterson** stated that Conditional Use Permits are not transferable. He said based on an internal review with City staff, the Planning and Zoning Department recommends denial of this request.

0:26:59 **Chairman McCormick asked if anyone would like to speak regarding the item.**
**Amanda Mashaw** stated that in the event that the applicant did not get the zone change approved they would have the Conditional Use Permit to fall back on.

0:29:06 **MOTION**
The motion was made by Commissioner Wilson and seconded by Commissioner Corum to approve a Conditional Use Permit to allow a multi-family complex at the property located at 208 North Sixth Street, a property zoned "C-2" Commercial 2 District

0:29:14 **VOTE**
The vote was as follows: Yes - McCormick, Cornum, Branson, Wilson; No - Madrid-Boyea; Absent - None; the motion carried.

0:29:38 **5. CONSIDER A RECOMMENDATION TO CITY COUNCIL REGARDING A REQUEST TO CHANGE THE ZONING TO APPROXIMATELY 1.23 ACRES LOCATED AT 208 N. SIXTH ST, LEGALLY DESCRIBED AS BEGINNING AT SW CORNER OF NW/4 SAID SECTION 1; NORTH 370 FEET TO THE POINT OF BEGINNING; NORTH 176.60 FEET, THENCE EAST 302.57 FEET, THENCE SOUTH 178 FEET; THENCE WEST 302.57 FEET TO THE POINT OF**

**BEGINNING, ALSO KNOWN AS TRACT 43 IN NW/4 SECTION 1, TOWNSHIP 22 SOUTH, RANGE 26 EAST, EXCEPTING THE NORTH 78.44 FEET THEREOF, FROM "C-2" COMMERCIAL 2 DISTRICT TO "R-2" RESIDENTIAL 2 DISTRICT**

**Mr. Patterson** stated that this item is a request for a zone change from "C-2" Commercial 2 District to "R-2" Residential 2 District for the property located at 208 North Sixth Street. He noted that the properties to the north, south, and east are all zoned "C-2" Commercial 2 District, and the properties west and partially to the east are zoned "R-1" Residential 1 District. He explained that changing the zoning to "R-2" Residential 2 District at this location would create a spot zone but it would not be out of place. He said based on an internal review with City staff, the Planning and Zoning Department recommends approval of this request.

0:31:43 **Chairman McCormick asked if anyone would like to speak regarding the item. No one appeared and the Chairman declared the public hearing closed and reconvened the Planning and Zoning Commission into regular session.**

0:32:46 **MOTION**

The motion was made by Commissioner Madrid-Boyea and seconded by Commissioner Branson to approve a recommendation to City Council regarding a request to change the zoning to approximately 1.23 acres located at 208 N. Sixth St, legally described as Beginning at SW corner of NW/4 said Section 1; North 370 feet to the point of beginning; North 176.60 feet, THENCE East 302.57 feet, THENCE South 178 feet; THENCE West 302.57 feet to the Point of beginning, also known as Tract 43 in NW/4 Section 1, Township 22 South, Range 26 East, EXCEPTING the North 78.44 feet thereof, from"C-2" Commercial 2 District to "R-2" Residential 2 District

0:32:59 **VOTE**

The vote was as follows: Yes - McCormick, Cornum, Branson, Wilson, Madrid-Boyea; No - None; Absent - None; the motion carried.

0:33:23 **6. CONSIDER A RECOMMENDATION TO CITY COUNCIL REGARDING A REQUEST TO CHANGE THE ZONING TO APPROXIMATELY 0.67 ACRES LOCATED AT 328 FARRIS ST., LEGALLY DESCRIBED AS TRACT 17, IN THE SW/4 OF SECTION 20, TOWNSHIP 22S, RANGE 27E, FROM "R-1" RESIDENTIAL 1 DISTRICT TO "C-1" COMMERCIAL 1 DISTRICT**

**Mr. Patterson** asked that this item be removed from the agenda due to the applicant not meeting the public posting deadline. **Chairman McCormick** removed this item from the agenda all other agenda items will retain their number.

0:35:00 **7. CONSIDER A RECOMMENDATION TO CITY COUNCIL REGARDING A REQUEST TO CHANGE THE ZONING TO APPROXIMATELY 0.43 ACRES LOCATED AT 606 & 608 W. PIERCE ST., LEGALLY DESCRIBED AS LOTS 12 & 14, BLOCK 181 WESTFALL SUBDIVISION, FROM "R-2" RESIDENTIAL 2 DISTRICT TO "C-2" COMMERCIAL 2 DISTRICT**

**Mr. Patterson** explained that this item is a request for a zone change for approximately 0.43 acres located at 606 and 608 West Pierce Street. He stated that the requested zone change would be from "R-2" Residential 2 District to "C-2" Commercial 2 District. He noted that the surrounding properties on the block are zoned both "R-2" Residential 2 District and "C-2" Commercial 2 District. He said based on an internal review with City staff, the Planning and Zoning Department recommends approval of this request.

0:37:40 **Chairman McCormick asked if anyone would like to speak regarding the item. No one appeared and the Chairman declared the public hearing closed and reconvened the Planning and Zoning Commission into regular session.**

0:38:41 **MOTION**
The motion was made by Commissioner Branson and seconded by Commissioner Wilson to approve a recommendation to City Council regarding a request to change the zoning to approximately 0.43 acres located at 606 & 608 W. Pierce St., legally described as Lots 12 & 14, Block 181 Westfall Subdivision, from "R-2" Residential 2 District to "C-2" Commercial 2 District

0:39:14 **VOTE**
The vote was as follows: Yes - McCormick, Cornum, Branson, Wilson, Madrid-Boyea; No - None; Absent - None; the motion carried.

0:39:36 **8. CONSIDER A RECOMMENDATION TO CITY COUNCIL REGARDING A REQUEST TO CHANGE THE ZONING TO APPROXIMATELY 4.97 ACRES LOCATED AT 1604 E. GREENE ST, LEGALLY DESCRIBED AS TRACT 5, INDUSTRIAL PARK SECOND AMENDMENT SUBDIVISION, FROM "I" INDUSTRIAL DISTRICT TO "C-2" COMMERCIAL 2 DISTRICT**
**Mr. Patterson** stated that this request is for a zone change from "I" Industrial District to "C-2" Commercial 2 District for the property located at 1604 East Greene Street. He noted that the surrounding properties are all zoned "I" Industrial District, which would create a spot zone. He said based on an internal review with City staff, the Planning and Zoning Department recommends denial of this request.

**Chairman McCormick** asked why the Planning and Zoning Department recommended denial of the request. **Mr. Patterson** stated that due to the vagueness regarding what would be built on the property, the Planning and Zoning Department did not understand why a zone change would be necessary.

**Chairman McCormick** asked Claudia Gomez to explain what she intends to build on the property. **Ms. Gomez** stated that the trucking company she owns is bringing in out-of-state truckers. She explained that one of the requirements for this is a man camp. She stated that she is seeking to construct a man camp and a common room.
**Mr. Patterson** stated that the Temporary Use section is permitted only on land currently zoned, as "C-2" Commercial 2 District, "R-R" Rural Residential District, or "I"

Industrial District, except in the area that constitutes the Carlsbad Airport Industrial Park.

**Chairman McCormick** asked Mr. Patterson if the proposed use of the property would be compatible with the current zoning. **Mr. Patterson** stated that if the intended use of the property is for a temporary man camp or an RV park, it would be permitted under the current zoning.

**Chairman McCormick** stated that with so many unknowns regarding this request, additional information may need to be obtained before a zone change is considered. **Mr. Patterson** stated that if the applicant intends to use the property for employee housing, a zone change would be necessary. He further noted that even if the property is changed to "C-2" Commercial 2 District, a Conditional Use Permit would still be required to establish employee housing within that zoning district.

0:54:44 **Chairman McCormick asked if anyone would like to speak regarding the item. No one appeared and the Chairman declared the public hearing closed and reconvened the Planning and Zoning Commission into regular session.**

0:55:12 **MOTION**
The motion was made by Commissioner Cornum and seconded by Commissioner Madrid-Boyea to deny a recommendation to City Council regarding a request to change the zoning to approximately 4.97 acres located at 1604 E. Greene St, legally described as Tract 5, Industrial Park Second Amendment Subdivision, from "I" Industrial District to "C-2" Commercial 2 District

0:55:28 **VOTE**
The vote was as follows: Yes - McCormick, Cornum, Branson, Madrid-Boyea; No - Wilson; Absent - None; the motion carried.

0:56:56 **9. CONSIDER A RECOMMENDATION TO CITY COUNCIL REGARDING A REQUEST TO CHANGE THE ZONING TO APPROXIMATELY 0.30 ACRES LOCATED NORTH OF 2813 SAN JOSE BLVD., LEGALLY DESCRIBED AS LOTS 25 & 27, BLOCK 31, NEW SAN JOSE FIRST ADDITION SUBDIVISION, FROM "R-1" RESIDENTIAL 1 DISTRICT TO "C-1" COMMERCIAL 1 DISTRICT**
**Mr. Patterson** stated that this request is for a zone change from "R-1" Residential 1 District to "C-1" Commercial 1 District for the property located north of 2813 San Jose Boulevard. He noted that the properties to the north and south are zoned "R-1" Residential 1 District, the properties to the west are zoned "R-2" Residential 2 District, and the properties to the east are zoned "C-1" Commercial 1 District. He stated that this proposed change would not create a spot zone. He said based on an internal review with City staff, the Planning and Zoning Department recommends denial of this request.

**Chairman McCormick** asked Edgar Gonzales to explain the intended use of the property. **Mr. Gonzales** stated that he would like to establish a small business on the site, along with a smaller building to be used as a conference and training room. **Chairman McCormick** asked Mr. Patterson about the sewer service to the property and why the Utility Department listed it as inadequate for commercial use. **Mr. Patterson** stated that he believes there is sewer adjacent to the property, but that the existing sewer line could be undersized for a commercial development. He noted that if the applicant intended to establish a restaurant on the site, the sewer would be considered insufficient.

**Commissioner Madrid-Boyea** asked Mr. Patterson why the proposed zone change would not be considered a spot zone, given that the only other property zoned "C-1" Commercial 1 District is located across the street from the subject property. **Mr. Patterson** stated that the Planning and Zoning Department does not consider this a spot zone because the subject property is adjacent to another "C-1" Commercial 1 District property.

**Commissioner Madrid-Boyea** asked Mr. Gonzales if the property has any existing structures. **Mr. Gonzales** stated that it does not.

**Mr. Gonzales** stated that she is the previous owner of the property. **Commissioner Cornum** asked about the intended use of the property. **Mr. Gonzales** stated that he would like to construct small buildings on the site one to be used as a conference and training room, and another for his wife to operate a small business.

1:01:02 **Chairman McCormick asked if anyone would like to speak regarding the item. No one appeared and the Chairman declared the public hearing closed and reconvened the Planning and Zoning Commission into regular session.**

1:06:35 **MOTION**

The motion was made by Commissioner Branson and seconded by Commissioner Cornum to approve a recommendation to City Council regarding a request to change the zoning to approximately 0.30 acres located north of 2813 San Jose Blvd., legally described as Lots 25 & 27, Block 31, New San Jose First Addition Subdivision, from "R-1" Residential 1 District to "C-1" Commercial 1 District

1:06:44 **VOTE**

The vote was as follows: Yes - McCormick, Cornum, Branson, Wilson, Madrid-Boyea; No - None; Absent - None; the motion carried.

1:07:26 **10. CONSIDER A RECOMMENDATION TO CITY COUNCIL REGARDING A REQUEST TO CHANGE THE ZONING TO APPROXIMATELY 2.09 ACRES LOCATED WEST OF 1500 BLODGETT ST., LEGALLY DESCRIBED AS**

**LOT 6, LAMONT ADDITION UNIT 2, REPLAT NO. 1 SUBDIVISION, FROM "R-2" RESIDENTIAL 2 DISTRICT TO "C-1" COMMERCIAL 1 DISTRICT**

**Mr. Patterson** stated that this item is a request for a zone change for approximately 2.09 acres located west of 1500 Blodgett Street. He explained that the request is to change the zoning from "R-2" Residential 2 District to "C-1" Commercial 1 District. He noted that the surrounding properties to the north and south are zoned "R-2" Residential 2 District, while the properties to the north, south, west, and east are zoned "R-1" Residential 1 District. He stated that this proposed change would result in a spot zone. He said based on an internal review with City staff, the Planning and Zoning Department recommends approval of this request.

**Chairman McCormick** asked Jerimiah Norris to explain the intended use of the property. **Mr. Norris** stated that he manages the North Brook Apartments, which currently do not have a laundromat. He explained that the property would be suitable for a laundromat serving both the apartment residents and the general public. He noted that while the property would not necessarily require "C-1" Commercial 1 District zoning, that zoning would be preferable to the current classification. **Mr. Norris** also mentioned that the church is opposed to the property being rezoned to "C-1" Commercial 1 District.

**Commissioner Cornum** asked if an apartment is constructed if it would still be possible to include the laundromat. **Mr. Norris** stated that since the units would be updated each would have its own laundry facilities. He noted that due to the expenses associated with separate laundry facilities, it is unlikely that a standalone laundry facility would be included. **Commissioner Cornum** said with zone changes like this the intended use proposed by the applicant does not always reflect what is ultimately built.

1:17:33 **Chairman McCormick asked if anyone would like to speak regarding the item.**

**Renita McKinley** stated that she is concerned about potential traffic increases if a commercial building is introduced to the neighborhood.

**Chance McMillian**, representing Blodgett Street Baptist Church, stated that he spoke with Mr. Norris and that the church supports the proposed housing development. He noted that in a commercial zone there is always the possibility that a business could be established that does not align with the church's values or ideals, particularly given the proximity to their property.

1:20:35 **MOTION**

The motion was made by Commissioner Wilson and seconded by Commissioner Cornum to deny a recommendation to City Council regarding a request to change the zoning to approximately 2.09 acres located west of 1500 Blodgett St., legally described as Lot 6, Lamont Addition Unit 2, Replat NO. 1 Subdivision, from "R-2" Residential 2 District to "C-1" Commercial 1 District

1:20:45 **VOTE**
The vote was as follows: Yes - McCormick, Cornum, Branson, Wilson, Madrid-Boyea; No - None; Absent - None; the motion carried.

1:21:46 **11. CONSIDER A RECOMMENDATION TO CITY COUNCIL REGARDING A REQUEST TO CHANGE THE ZONING TO APPROXIMATELY 1.435 ACRES LOCATED AT 2814 SAN JOSE BLVD., LEGALLY DESCRIBED AS LOT 15A, SOUTHRIDGE SUBDIVISION REPLAT OF LOTS 15, 16, 17 & 18, BLOCK 6, FROM "R-1" RESIDENTIAL 1 DISTRICT TO "C-1" COMMERCIAL 1 DISTRICT**
**Mr. Patterson** stated that this item is a request to change the zoning of approximately 1.435 acres at 2814 San Jose Boulevard from "R-1" Residential 1 District to "C-1" Commercial 1 District. He noted that this property is the location of the former San Jose Senior Recreation Center. He explained that the City's plan is to build a small storage facility and offices for facility maintenance, and that a zone change is required to comply with City ordinances. **Mr. Patterson** stated that the surrounding properties to the east, west, and south are zoned "R-1" Residential 1 District, while the property to the north is zoned "C-1" Commercial 1 District. He noted that this zone change would not result in a spot zone. He said on an internal review with City staff, the Planning and Zoning Department recommends approval of this request.

1:24:14 **Chairman McCormick asked if anyone would like to speak regarding the item.**
**Richard Johnson** stated that he lives just north of the property and asked what the traffic impact would be with the new facility for facility maintenance. **Mr. Patterson** stated that traffic should be minimal as the building will be small and will house only a few offices for facility maintenance.

1:26:20 **MOTION**
The motion was made by Commissioner Branson and seconded by Commissioner Madrid-Boyea to approve a recommendation to City Council regarding a request to change the zoning to approximately 1.435 acres located at 2814 San Jose Blvd., legally described as Lot 15A, Southridge Subdivision Replat of Lots 15, 16, 17 & 18, Block 6, from "R-1" Residential 1 District to "C-1" Commercial 1 District

1:26:29 **VOTE**
The vote was as follows: Yes - McCormick, Cornum, Branson, Wilson, Madrid-Boyea; No - None; Absent - None; the motion carried.

1:26:49 **12. CONSIDER APPROVAL OF THE BRANSON INDUSTRIAL SUBDIVISION, LOT 1, PHASE 1 FINAL PLAT, CREATING 1 NEW LOT LOCATED ALONG THE SOUTH SIDE OF DERRICK RD., ZONED "I" INDUSTRIAL DISTRICT**
***Commissioner Branson recused herself from this agenda item.***

**Mr. Patterson** stated that this item is a request to approve the final plat for Phase 1 of the Branson Industrial Subdivision. He stated that the applicant has provided a letter of credit from Carlsbad National Bank in the amount of $995,930.75 to cover the completion of Phase 1. **Mr. Patterson** explained that the financial guarantee, along with the cost estimate and the funds set aside, should be sufficient to cover the cost of the public infrastructure to be installed for Phase 1.

**Chairman McCormick** asked Mr. George Dunagan if there was anything else he would like to add. **Mr. Dunagan** said that the plans are currently being modified and will be presented to the City Council once finalized.

1:30:31 **Chairman McCormick asked if anyone would like to speak regarding the item. No one appeared and the Chairman declared the public hearing closed and reconvened the Planning and Zoning Commission into regular session.**

1:30:43 **MOTION**
The motion was made by Commissioner Wilson and seconded by Commissioner Cornum to approve the Branson Industrial Subdivision, Lot 1, Phase 1 final plat, creating 1 new lot located along the south side of Derrick Rd., zoned "I" Industrial District

1:31:42 **VOTE**
The vote was as follows: Yes - McCormick, Cornum, Wilson, Madrid-Boyea; No - None; Absent - None; Recused - Branson; the motion carried.

1:32:05 **13. REPORT OF SUMMARY REVIEW SUBDIVISIONS**
None to report.

1:32:34 **ADJOURNED**
With no further business to discuss, Chairman McCormick declared the meeting adjourned at 6:31 PM.

_____ _____
James McCormick, Chairperson Date

DRAFT

CITY OF CARLSBAD
*Planning, Engineering, and Regulation Department*
PO Box 1569, Carlsbad, NM 88221
Phone (575) 885-1185
Fax (575) 628-8379

RECEIVED
Receipt Date Stamp
JAN 2 2026
Planning, Engineering, & Regulation Dept.

# ZONING CHANGE APPLICATION

**Sec. 56-150(b)**

PUC

Application Date: 12/31/2025
Existing Zoning: R-1

**Fee Paid ($100.00):** $100.00
Proposed Zoning: C1

**APPLICANT INFORMATION:**

Edgar Gonzalez — 3702 Saguaro
NAME — ADDRESS

Carlsbad — NM — 88220 — 307-350 87-66 — edgargonzalez2676@hotmail.com
CITY — STATE — ZIP — PHONE — EMAIL

**PROPERTY OWNER INFORMATION (attach separate sheet for multiple owners):**

Edgar Gonzalez — 3702 Saguro Dr
NAME — ADDRESS

Carlsbad — NM — 88220 — 307-350-8766 — edgargonzalez2676@hotmail.com
CITY — STATE — ZIP — PHONE — EMAIL

* A signed affidavit from the property owner(s), consenting to submittal of the application, must be included with the application.

**LEGAL DESCRIPTION AND/OR STREET ADDRESS OF PROPERTY** (INCLUDE A MEETS AND BOUNDS DESCRIPTION FOR UNPLATTED LAND, ATTACH SEPARATE SHEET, IF NECESSARY):

2811 & 2809 San Jose Blvd. — 27-25
ADDRESS — LOT — BLOCK — SUBDIVISION

Inv. # 19362
00019379
$100.00
pay for 328 Farris Street $100.00

**REASON FOR THE REQUEST**

An amendment to the Official Zoning Map or to the Text of the Zoning Ordinance must be justified by one or more of the following. Check all that apply:

☐ The proposed amendment will not adversely impact the public health, safety or general welfare and will or will not promote the original purposes of the Zoning Ordinance.

☐ The proposed amendment responds to changed conditions, such as changes in public capital investments, road locations or functional classification, population trends, density, use or further studies that have been completed since adoption of the Zoning Ordinance.

☒ The proposed amendment is necessary in order to respond to State and/or Federal legislation.

☒ The proposed amendment provides additional flexibility in meeting the objectives of this Zoning Ordinance without lowering the standards of the Zoning Ordinance.

☐ The proposed amendment is in substantial compliance with the City's Comprehensive Plan or other City Master Plan.

☒ The proposed amendment will not adversely affect the implementation of the goals and policies of the City's Comprehensive Plan or other City Master Plan.

☐ The proposed amendment will correct a mistake in the Official Zoning Map or the text of the Zoning Ordinance.

☒ The proposed amendment is justified in order to respond to changes in the City's Comprehensive Plan or other City Master Plan including, but not limited to, changes in land use assumptions, surrounding uses, population forecasts, rates of land consumption, anticipated community needs or other factors.

**FOR OFFICIAL USE ONLY:**

**Required prior to P & Z:**
Complete Application Including: ☐ Map ☐ Fee ☐ Letter ☐ Notification ☐ Sign Agreement

**Required prior to City Council:**
Council Hearing Date: _____ Publication Date: _____

Property Owner Notification Sent (within 100' minimum.): _____

☐ ABM ☐ Staff Comments ☐ Application Packet ☐ Draft Ordinance ☐ P&Z Minutes

Council Action: ☐ Approved ☐ Denied ☐ Other Ordinance No.: _____

## CITY OF CARLSBAD
## AFFIDAVIT BY PROPERTY OWNER(S)

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

**APPLICATION TYPE:**

☑ZONING CHANGE ☐CONDITIONAL USE ☐VARIANCE ☐TEMPORARY USE

STATE OF NEW MEXICO)
) SS
COUNTY OF EDDY )

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

ADDRESS OF PROPERTY: 2801 San Jose BLVD Carlsbad NM
STREET ADDRESS

LEGAL DESSCRPTION: _____ 31 _____ 25
SUBDIVISION BLOCK LOT OR TRACT

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

AGENT: _____ _____
NAME PHONE

_____
ADDRESS

**I (WE) UNDERSTAND, CONCUR AND AFFIRM:**

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

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

**OWNER 1:**

**BY:** _____
SIGNATURE

**BY:** _____
PRINTED NAME

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

**ACKNOWLEDGED, SUBSCRIBED, AND SWORN**

**to before me this** _____ **day of** _____,

**20** ____, **by** _____.

**Notary Public** _____

**My commission expires:** _____

# 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.

Edgar Gonzalez

APPLICANT SIGNATURE

12-29-25

DATE

Sign issued by: _____

Staff Member

Notification Agreement Rev. 10/11

CITY OF CARLSBAD
*Planning, Engineering, and Regulation Department*
PO Box 1569, Carlsbad, NM 88221
Phone (575) 885-1185
Fax (575) 628-8379

# ZONING CHANGE APPLICATION

**Sec. 56-150(b)**

PROCESS FOR ACCEPTANCE AND REVIEW
OF PLANNING AND ZONING COMMISSION MATTERS

1. The Planning and Zoning Commission's regularly scheduled meetings are on the FIRST MONDAY OF THE MONTH. Applicant should obtain an Application Packet for the particular type of request (Zone Change, Subdivision, Variance, Annexation, Conditional Use, etc.) from the City of Carlsbad, Planning, Engineering, and Regulation Office.

2. **Applicant must submit a completed Application to the Planning, Engineering, and Regulation Office on, or before, the FIRST FRIDAY OF THE MONTH prior to the desired Commission meeting**. The minimum application packet submittal is one (1) copy of the Application with original signatures and all required supporting documents. A letter of explanation or clarification may also be provided. The required non-refundable application fee is due with submittal of the application.

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

3. The Planning, Engineering, and Regulation Office will give the Application an initial cursory review. If deficiencies or questions are noted, the Applicant will be advised and provided an opportunity to supplement the Application. If the Applicant fails to complete and resubmit the application prior to the above deadline, the matter will not be heard until the next subsequent Commission meeting. The original application fee will be retained and will suffice for the specific original application for a period of 90-days from the date of the original application.

4. Applications appearing complete will be set for full evaluation by City Staff prior to the Commission meeting. The purpose of this evaluation is to develop and provide a full briefing report for the Commission. Applicants will be advised of deficiencies noted during this review and will be afforded opportunity to supplement their application during their presentation to the Commission, if they so desire.

# ADDITIONAL PROCEDURAL REQUIREMENTS FOR ZONING CHANGES:

1) **PRESENCE AT MEETING:** The Planning and Zoning Commission will vote to recommend to the City Council approval or denial of request. Applicant or his/her representative must be present to address any questions that Planning and Zoning Commissioners may have.

2) **CITY COUNCIL SETS A HEARING DATE:** After the Planning and Zoning Commission has made a recommendation on the request, the City Council (at their next regular meeting) will set a date for a public hearing. The date will be set for a regularly scheduled City Council meeting a minimum of 30 days from that date. A "notice of public hearing" is published in the Current Argus at least 30 days prior to the hearing.

3) **NOTIFICATION:** The applicant shall mail notice of the Planning and Zoning Commission meeting, via certified mail, to all property owners within one-hundred feet (100') of the subject site. Evidence of such notification shall be provided with the application. In addition, the applicant shall post a sign, provided by the City, at the property at least 5 days prior to the public hearing. At least fifteen (15) days prior to the City Council hearing, the City will notify adjacent property owners within 100' of the subject property via first-class mail for properties greater than one (1) block in size, or via certified mail for properties one (1) block or less in size. The notification will include a description of the request, applicant's information, legal description of subject property, and the date of the hearing.

4) **PUBLIC HEARING:** The Public Hearing will be held during a regularly scheduled City Council meeting, and the applicant or his/her representative **MUST BE PRESENT** to address any questions that the Mayor or Council members may have.

5) **ZONING CHANGE IS FINAL:** If the City Council approves the zone change, the ordinance is published in the Current Argus. The change is considered final five (5) days after publication.

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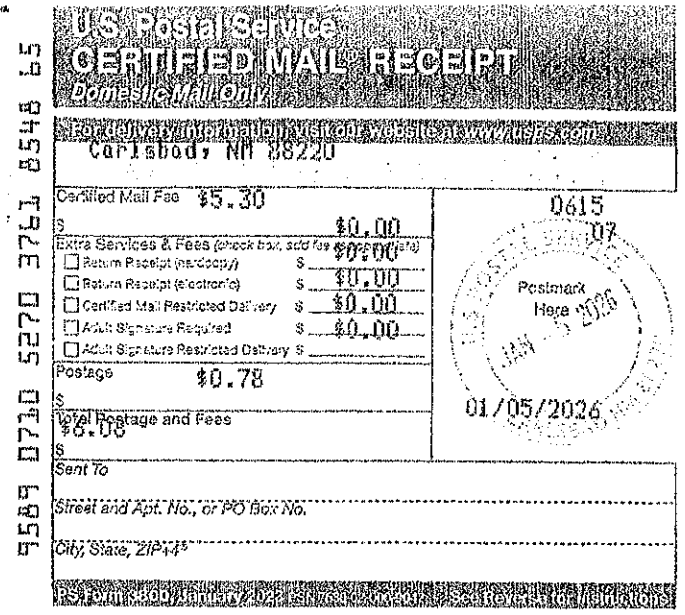
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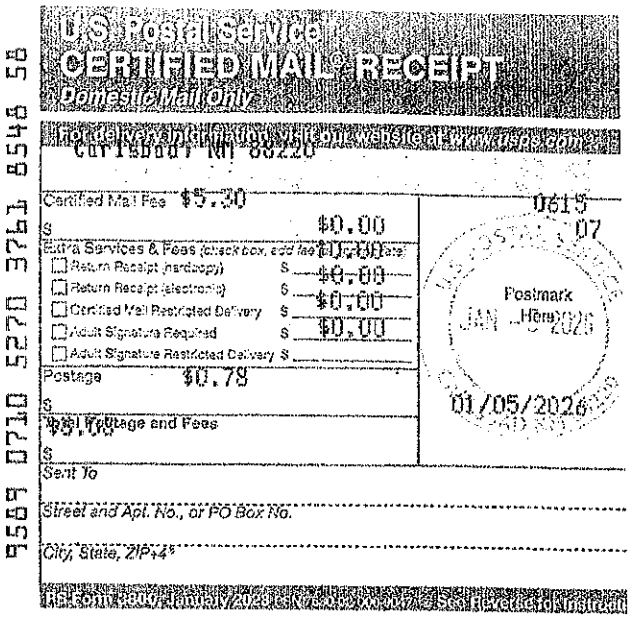
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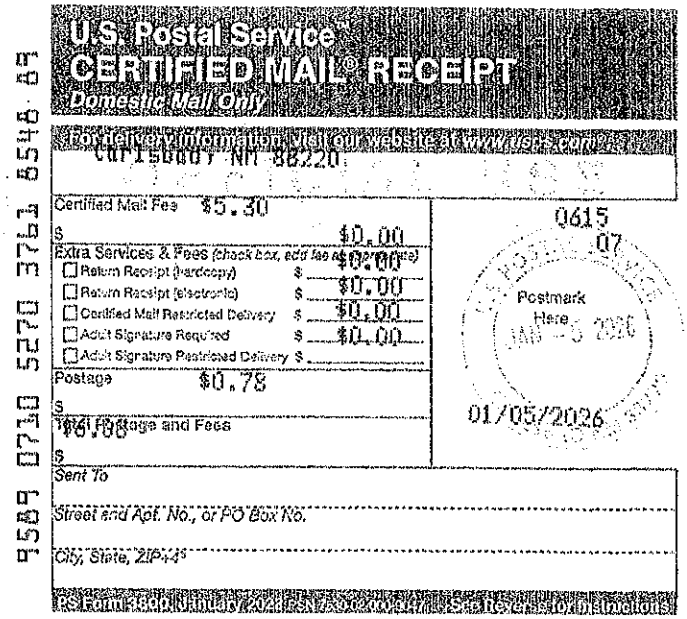
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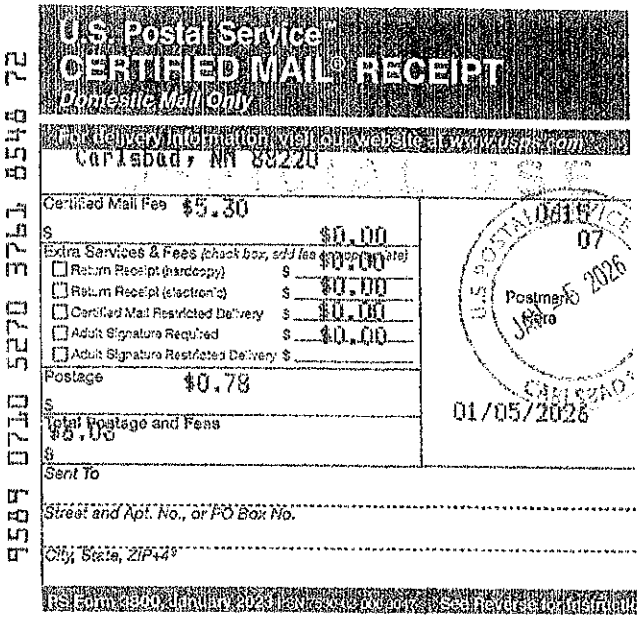
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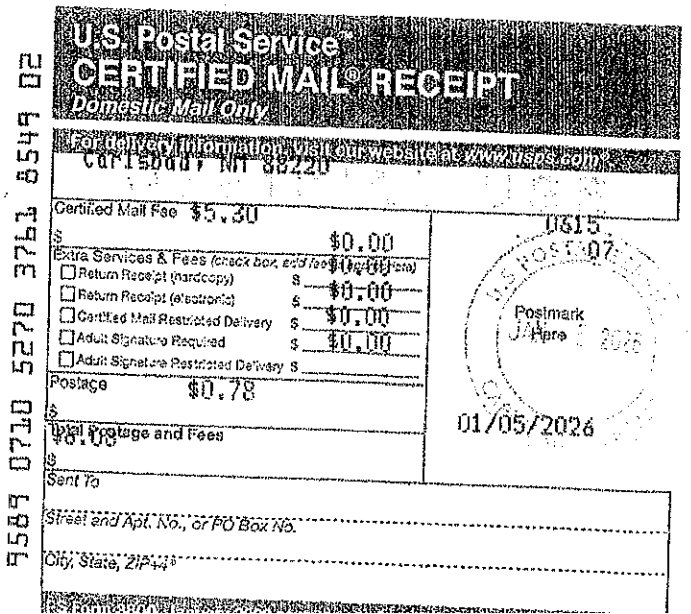
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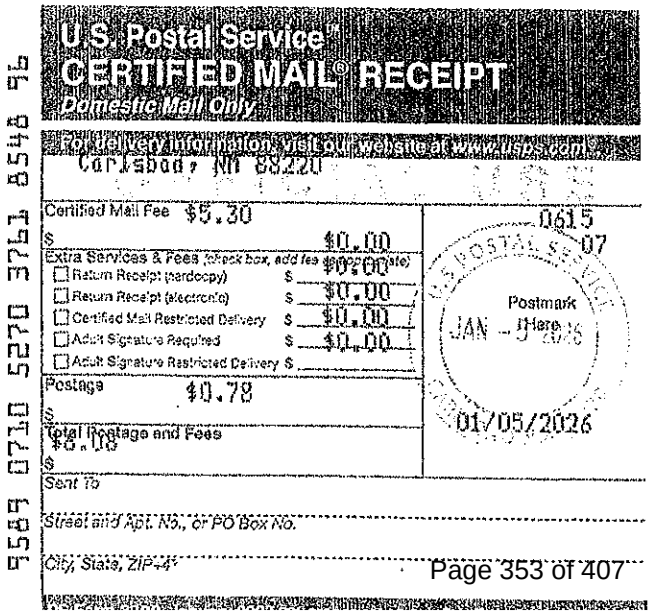

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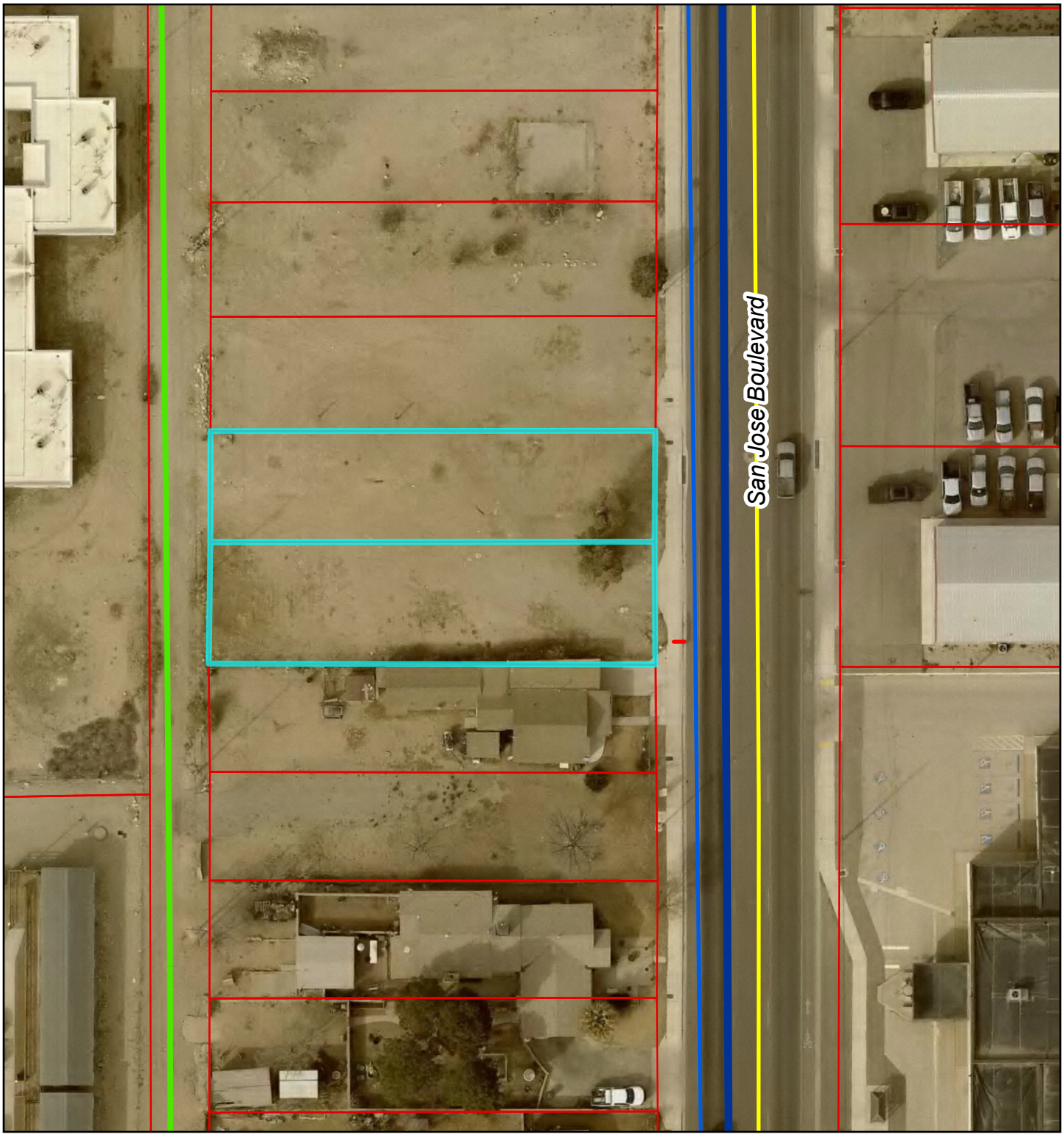
Scale: 1:600

1 inch = 50 feet

# Zone Change
# Carlsbad, NM

Map #: 3484_ed01

Date: 1/28/2026




Parcel
Sewer Main
Fire Hydrant Line
Water Main
Transmission
Roads

0 25 50 100
Feet

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

City of Carlsbad GIS

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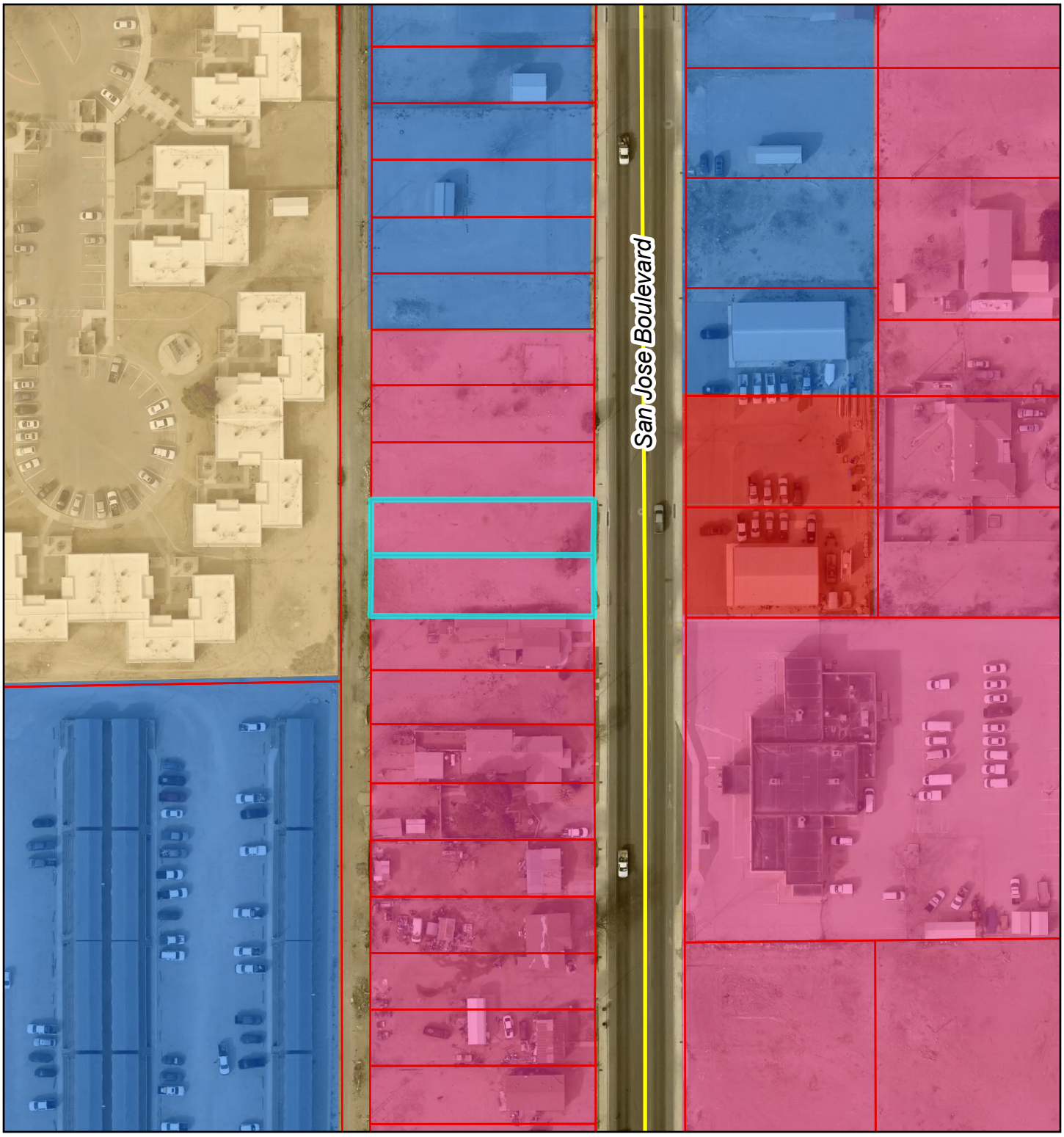
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1 inch = 100 feet

# Zone Change
# Carlsbad, NM

Map #: 3484_ed02

Date: 1/28/2026




Parcel

Zoning

C-1

C-2

R-1

R-2

Roads

0 50 100 200

Feet

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

City of Carlsbad GIS

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

Council Meeting Date: April 14, 2026

| | | |
|---|---|---|
| **DEPARTMENT**: Planning & Zoning | **BY**: Trysha Ortiz | **DATE**: 04/06/2026 |

**SUBJECT**:
Consider Approval of Ordinance 2026-19, an Ordinance rezoning part of "R-1" Residential 1 District to "C-1" Commercial 1 District for approximately 0.67 acre property located at 328 Farris Street Applicant/Owner: Edgar Gonzalez
A. Public Hearing
B. Consider Approval of Ordinance 2026-19

**BACKGROUND, ANALYSIS AND IMPACT**: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)
Request for Zone Change from “R-1” Residential 1 District to “C-1” Commercial 1 District for approximately 0.67 acres located at 328 Farris Street, legally described as Tract 17, in the SW/4 of Section 20, Township 22S, Range 27E; pursuant to Section 3-21-1 et. Seq. NMSA 1978 and Sections 56-150(b) and 56-140(i), Carlsbad Code of Ordinances.

Applicant/Owner:
Edgar Gonzalez Galvan
301 W Chapman Rd Apt 805
Carlsbad, NM 88220

**SYNOPSIS, HISTORY AND IMPACT (SAFETY AND WELFARE/FINANCIAL/PERSONNEL/INFRASTRUCTURE/ETC.):**
Request for Zone Change from “R-1” Residential 1 District to “C-1” Commercial 1 District for the 0.67-acre property located at 328 Farris Street.

The properties to the north, south, west and east are zoned “R-1” Residential 1 District. This change would create a spot zone.

Sec. 56-40(d) of the Zoning Ordinance states:
*(d)*
*Commercial 1 (C-1) District. The Commercial 1 District is intended to accommodate neighborhood-scale retail, office, and customer service uses. Such uses are regulated in order to reduce adverse impacts on surrounding residential development.*

Comprehensive Plan: Strategy 2040 goals and policies that are applicable to this request are:

*Chapter 4: Housing & Neighborhoods*
*Objectives:*
- To preserve the character, identity, and integrity of established neighborhoods.

- To encourage the on-going maintenance of rental and owner-occupied properties.
- To ensure public reinvestment and improvements in existing neighborhoods.

*Chapter 5: Land Use*
*Objectives:*
- To identify areas of opportunity for infill and redevelopment.
- To encourage redevelopment of vacant or underutilized properties for residential, commercial, or mixed-use development.
- To foster community pride through participation in Keep Carlsbad Beautiful and other property clean-up efforts.

According to Zoning Ordinance Sec. 56-150(b)(4). Amendments, Findings Required, a statement of fact regarding each of the following findings is required:

An amendment to the Official Zoning Map or to the Text of this Zoning Ordinance must be justified by one or more of the following findings:

(a) The proposed amendment will or will not adversely impact the public health, safety or general welfare and will or will not promote the original purposes of the Zoning Ordinance; and

(b) The proposed amendment responds or does not respond to changed conditions, such as changes in public capital investments, road locations or functional classification, population trends, density, use or further studies that have been completed since adoption of the Zoning Ordinance; and

(c) The proposed amendment is or is not necessary in order to respond to State and/or Federal legislation; and

(d) The proposed amendment provides or does not provide additional flexibility in meeting the objectives of this Zoning Ordinance without lowering the standards of the Zoning Ordinance; and

(e) The proposed amendment is or is not in substantial compliance with the City's Comprehensive Plan or other City Master Plan; and

(f) The proposed amendment will or will not adversely affect the implementation of the goals and policies of the City's Comprehensive Plan or other City Master Plan; and

(g) The proposed amendment is justified in order to correct a mistake in the Official Zoning Map or the text of the Zoning Ordinance; and

(h) The proposed amendment is justified in order to respond to changes in the City's Comprehensive Plan or other City Master Plan including, but not limited to, changes in land use assumptions, surrounding uses, population forecasts, rates of land consumption, anticipated community needs or other factors.

**DEPARTMENT RECOMMENDATION**:
**PLANNING AND ZONING COMMISSION RECOMMENDATION:** Based on review of the application and staff comments, at their meeting on March 2, 2026, the Planning and Zoning Commission considered this item and recommended denial with a vote of five (5) in favor of denial, none (0) against, none (0) absent and none (0) abstain.

**DEPARTMENT RECOMMENDATION (please check):**

| | Approval | Denial | n/a | | Approval | Denial | n/a |
|---|---|---|---|---|---|---|---|
| Public Works | | | x | Planning, Eng. & Reg. Dept | | x | |
| Fire | | x | | Code | | x | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Department | | | | Enforcement Division | | | |
| Legal Department | | x | | Planning Division | | x | |
| Police Department | | x | | Projects Department | | x | X |
| Utilities Department | | x | | Building Division | | x | |

**DEPARTMENT COMMENTS:**

Utilities Department: Recommend denial

Building Department: Recommend denial

Fire Department: Recommend denial

Legal Department: Recommend denial

Police Department: Recommend denial

Project Department: Recommend denial

Planning Department: Recommend denial

Code Enforcement: Recommend denial

**BOARD/COMMISSION/COMMITTEE ACTION**:
Planning & Zoning Commission - DISAPPROVED

**Reviewed by**:

| | |
|---|---|
| City Manager: Wendy D Austin | Date: April 9, 2026 |

**Attachments**:
1. Application Materials - Zone Change - 328 Farris St (2)

# ORDINANCE NO. 2026-19

AN ORDINANCE REZONING PART OF “R-1” RESIDENTIAL 1 DISTRICT TO “C-1” COMMERCIAL 1 DISTRICT FOR APPROXIMATELY 0.67 ACRES, LOCATED AT 328 FARRIS STREET, LEGALLY DESCRIBED AS TRACT 17 IN THE SW/4 OF THE NW/4 OF SECTION 20, TOWNSHIP 22S, RANGE 27E, PURSUANT TO SECTION 3-21-1 ET. SEQ. NMSA 1978 AND SECTIONS 56-150(B) AND 56-140(I), CARLSBAD CODE OF ORDINANCES.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CARLSBAD, EDDY COUNTY, NEW MEXICO, that:

The official zoning map of the City is hereby amended to rezone part of "R-1" Residential 1 District to "C-1" Commercial 1 District, for approximately 0.67 acres, located at 328 Farris St., legally described as:

TRACT 17 IN THE SW/4 OF THE NW/4 OF SECTION 20, TOWNSHIP 22S, RANGE 27E

INTRODUCED, PASSED, ADOPTED AND APPROVED this 14th day of April, 2026.

_____
RICHARD D. LOPEZ, MAYOR

ATTEST:

_____
CITY CLERK

**LINKED MINUTES OF A REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF CARLSBAD, NEW MEXICO, HELD IN THE JANELL WHITLOCK MUNICIPAL COMPLEX BUILDING ON MARCH 2, 2026, AT 5:00 P.M.**

| | | |
|---|---|---|
| Present: | James McCormick | Chairperson |
| | Trent Cornum | Commissioner |
| | Valerie Branson | Commissioner |
| | Linda Wilson | Commissioner |
| | Denise Madrid-Boyea | Commissioner |
| Absent: | | |
| Also Present: | Jeff Patterson | Planning Director |
| | Trysha Ortiz | Deputy Planning Director |
| | Barbara Hodgson | City Attorney |
| | Ken Ahrens | Deputy City Manager |
| | Mike Abell | Director of Utilities |
| | K.C. Cass | Chief of Operations |
| | Jalynn Dominguez | Open Meetings Act Manager |
| | JoAnne Jaure | Deputy City Clerk |
| | Edgar Gonzalez | 328 Farris St |
| | Mary Cruz-Alverez | 328 Farris St |
| | Valen Martinez | Citizen |
| | Shelly Thompson | Citizen |
| | Faith Quintela | Citizen |
| | Roselle Shipman | Citizen |
| | Zack Downing | Citizen |

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

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

0:00:44 **1. ROLL CALL AND DETERMINATION OF QUORUM**

Roll was called, Determining the presence of a quorum.

0:01:10 **2. APPROVAL OF MEETING MINUTES - FEBRUARY 2, 2026**

0:01:20 **MOTION**

The motion was made by Commissioner Wilson and seconded by Commissioner Cornum to approve meeting minutes for - February 2, 2026.

0:01:21 **VOTE**
The vote was as follows: Yes - McCormick, Cornum, Branson, Wilson; No - None; Absent - None; Abstain - Madrid-Boyea; the motion carried

0:01:45 **3. REMOVE FROM TABLE A CONSIDERATION OF RECOMMENDATION TO CITY COUNCIL REGARDING A REQUEST TO CHANGE THE ZONING TO APPROXIMATELY 0.67 ACRES LOCATED AT 328 FARRIS ST. FROM "R-1" RESIDENTIAL 1 DISTRICT TO "C-1" COMMERCIAL 1 DISTRICT**

0:02:03 **MOTION**
The motion was made by Commissioner Wilson and seconded by Commissioner Madrid-Boyea to approve Remove from Table a Consideration of recommendation to City Council regarding a request to change the zoning to approximately 0.67 acres located at 328 Farris St. from "R-1" Residential I District to "C Commercial 1 District

0:02:16 **VOTE**
The vote was as follows: Yes - McCormick, Cornum, Branson, Wilson, Madrid-Boyea; No - None; Absent - None; the motion carried.

0:02:36 **4. CONSIDER A RECOMMENDATION TO CITY COUNCIL REGARDING A REQUEST TO CHANGE THE ZONING FOR APPROXIMATELY 0.67 ACRES LOCATED AT 328 FARRIS ST., LEGALLY DESCRIBED AS TRACT 17, IN THE SW/4 OF THE NW/4 OF SECTION 20, TOWNSHIP 22S, RANGE 27E, FROM "R-1" RESIDENTIAL 1 DISTRICT TO "C-1 COMMERCIAL 1 DISTRICT**
**Mr. Patterson** stated that the request is to change the zoning designation of the property located at 328 Farris St. from "R-1 Residential 1 District to "C-1" Commercial 1 District. He explained that the properties located to the north, south, east, and west of the subject property are all zoned "R-1" Residential 1 District. **Mr. Patterson** noted that approval of this request would create a spot zone. He stated that, after internal review, City staff and the Planning and Zoning Department recommend denial of the request.

**Chairman McCormick** asked Mr. Gonzalez what he intends to do with the property. **Mr. Gonzalez** stated that he purchased the property with the intention of building a house. He explained that when he applied for a building permit with the City, he was informed that there was no feasible way to connect the property to the City sewer line. He stated that he then considered installing a septic system; however, the property is not large enough to accommodate one. **Mr. Gonzalez** stated that, due to these limitations, he revised his proposal and is now requesting to rezone the property to commercial in order to establish a small business for storage.

**Chairman McCormick** asked Mr. Patterson how far the sewer line is from the property. **Mr. Patterson** stated that the sewer line is located in the alley and is too far from the property for a standard connection. He stated that if the line is not deep enough, a

pump system would be required to facilitate the sewer connection. **Chairman McCormick** asked whether the surrounding properties are connected to the City sewer system. **Mr. Patterson** said yes.

**Chairman McCormick** asked Mr. Gonzalez if he is requesting the zone change because he intends to establish a business that would not require a sewer connection. **Mr. Gonzalez** said yes. He stated that after visiting the City Planning and Zoning Department, he was informed that there is no feasible way to connect the property to the City sewer system. **Mr. Gonzalez** stated that he was advised the cost to connect to the sewer would be approximately $160,000. He explained that he is therefore planning to construct a storage facility, as it would not require a sewer connection.

**Commissioner Cornum** asked Mr. Gonzalez whether his preference was to build a residential home on the property or if establishing a commercial use was his priority. **Mr. Gonzalez** stated that he would prefer to build a residence, however, without access to the sewer system, that option is not feasible.

**Commissioner Cornum** asked Mike Abell whether a city easement exists only on the closest sewer line. **Mr. Abell** stated that the sewer line is very shallow and runs to the east, and that the line located to the north is also very shallow. He explained that a small residential lift station would likely be required to connect to the sewer system. **Mr. Abell** stated that staff recommended the applicant approach the neighboring property owner to the east to request a utility easement in order to facilitate a connection to the sewer line.

**Commissioner Madrid-Boyea** asked Mr. Gonzalez what he was currently using the property for. **Mr. Gonzalez** stated that there had been a semi-truck located on the property because he works with semi-trucks. He explained that after receiving a call from the City informing him that commercial trucks are not permitted on the property, he removed the vehicle. **Commissioner Madrid-Boyea** asked Mr. Gonzalez if he had spoken with the neighbors to the east regarding the possibility of obtaining a utility easement. **Mr. Gonzalez** stated that he had spoken with several neighbors; however, after consulting with the City he was advised not to pursue an easement because if the neighboring property were sold, the easement might not remain in effect.

**Commissioner Cornum** stated that there are septic systems that could potentially be installed on the property; however, they would likely be more costly. He noted that there are still options available that would allow Mr. Gonzalez to construct the residential home he originally intended.

**0:20:51 Chairman McCormick asked if anyone would like to speak regarding this item.**

DRAFT

**Valen Martinez** addressed the Commission and stated that allowing the property to transition to commercial use, such as a storage facility or other business, could increase traffic, noise, lighting, and overall activity in the area. She expressed concern that these changes would negatively impact the quiet residential character of the neighborhood. She stated that a new school is being constructed near the property and stated that traffic concerns should be top priority. She explained that introducing additional traffic from a commercial property, combined with traffic associated with the new school, could create potential safety risks for students, families, and pedestrians.

**Shelly Thompson** stated that she resides directly in front of the subject property. She expressed concern that the activities currently occurring on the property have created a significant amount of noise as well as unpleasant odors. She stated that her home was constructed in 2018 and that she completed all required steps and obtained the necessary permits from the City prior to building and moving into the residence.

**Faith Quintela** stated that she has previously experienced issues with trucks entering and leaving the property. She expressed concern that the truck traffic creates unsafe conditions for children living in the area.

**Mary Cruz-Alverez** stated that she is the daughter of Mr. Gonzalez and provided the Commission with a proposed layout for the property. She explained that the layout is primarily intended for storage units and RV storage locations. She stated that the RV storage would be designed to keep the vehicles out of the way for the owners' convenience.

**Roselle Shipman** stated that she resides behind the subject property and expressed concern that allowing the property to be rezoned for commercial use could result in any type of business being established there. She noted that her security cameras are frequently triggered by individuals leaving the property through the alley. She stated that increased traffic from a commercial use would not be ideal for residents in the neighborhood and expressed concern that introducing a commercial property into an already densely developed residential area could create potential safety issues in the future.

0:35:27 **MOTION**

The motion was made by Commissioner Branson and seconded by Commissioner Corum to deny a recommendation to City Council regarding a request to change the zoning for approximately 0.67 acres located at 328 Farris St., legally described as Tract 17, in the SW/4 of the NW/4 of Section 20, Township 22S, Range 27E, from "R-1" Residential 1 District to "C-1" Commercial 1 District

0:35:37 **VOTE**

The vote was as follows: Yes - McCormick, Cornum, Branson, Wilson, Madrid-Boyea; No - None; Absent - None; Abstain - None; the motion carried

0:36:45 **5. CONSIDER APPROVAL OF THE KIRCHER STREET ATTAINABLE HOUSING SUBDIVISION PRELIMINARY PLAT, CREATING 44 NEW LOTS, LOCATED AT 813 KIRCHER ST., ZONED "R-2" RESIDENTIAL 2 DISTRICT PURSUANT TO THE CARLSBAD CODE OF ORDINANCES, CHAPTER 47**

**Mr. Patterson** stated that this item is a request for approval of the Kircher Street Attainable Housing Subdivision Preliminary Plat, located at 813 Kircher Street. He stated that the property is zoned "R-2" Residential 2 District and that the City of Carlsbad is the developer of the project. He stated that the homes within the subdivision will be marketed to low- to moderate-income households as part of the City's efforts to address the shortage of affordable housing in Carlsbad. He stated that the City is currently working with design professionals on the development plans and confirmed that the subject property is owned by the City. **Mr. Patterson** stated that, if the preliminary plat is approved, site work is expected to begin within the next month.

**Commissioner Cornum** asked Mr. K.C. Cass whether a single developer or construction company would be responsible for the project. **Mr. Cass** responded that all aspects of the project must comply with the State Affordable Housing Act. He stated that staff is currently preparing a Request for Proposal (RFP) and that no decision has yet been made regarding which entity will develop or manage the project. He explained that, once selected, the developer and property manager will be responsible for constructing the homes selling them, and managing the properties for a minimum period of 20 years.

**Commissioner Madrid-Boyea** asked about the availability of utilities for the project. **Mr. Cass** stated that the utilities are currently in the design phase. He noted that the County is assisting with funding for the project.

0:43:14 **Chairman McCormick asked if anyone would like to speak regarding the item. No one appeared and the Chairman declared the public hearing closed and reconvened the Planning and Zoning Commission into regular session.**

0:43:33 **MOTION**

The motion was made by Commissioner Wilson and seconded by Commissioner Madrid-Boyea to approve the Kircher Street Attainable Housing Subdivision preliminary plat, creating 44 new lots, located at 813 Kircher St., zoned "R-2" Residential 2 District pursuant to the Carlsbad Code of Ordinances, Chapter 47

0:43:38 **VOTE**

The vote was as follows: Yes - McCormick, Cornum, Branson, Wilson, Madrid-Boyea; No - None; Absent - None; Abstain - None; the motion carried

0:43:54 **6. CONSIDER APPROVAL OF THE PEACH LANE AND CANAL STREET SUBDIVISION PRELIMINARY PLAT, CREATING 14 NEW LOTS FOR**

**RESIDENTIAL DEVELOPMENT, LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF EAST PEACH LANE AND NORTH CANAL STREET, ZONED "R-2" RESIDENTIAL 2 DISTRICT**

0:44:17 *Commissioner Wilson recused herself from this item due to a conflict of interest*

**Mr. Patterson** stated that this item is a request for approval of a preliminary plat that would create 14 new lots. He said that the subject property is located at the southeast corner of North Canal Street and East Peach Lane. The property was recently annexed into the City of Carlsbad and is zoned "R-2" Residential 2 District. He stated that the proposed layout of the 14 lots is intended for single-family housing. The entrance to the development will be from North Canal Street, and anew street will be constructed to provide access to the cul-de-sac. He stated that the new street will be approximately 500 feet from North Canal Street and will not connect to or provide access through East Peach Lane to the north. All new homes will face the new street, with access to the lots provided along that street. **Mr. Patterson** stated that the applicant intends to provide utilities to each new lot, and that utilities are available along North Canal Street. He stated that, following an internal review, City staff and the Planning and Zoning Department recommend approval of the request subject to the following conditions: The developer and engineer shall submit construction plans for review by City staff. The developer shall provide water and sewer models, including usage and load capacity. The developer shall provide plans detailing how the development will provide sewer services. The developer and engineer shall continue to coordinate with City staff regarding the design and installation of infrastructure City infrastructure inspectors shall monitor the installation of the approved infrastructure, and upon completion, City staff shall inspect and approve the installed infrastructure.

**Chairman McCormick** asked Zack Downing if he understood all the conditions that were asked if approved. **Mr. Downing** said yes.

**Commissioner Madrid-Boyea** asked Mr. Patterson whether the cul-de-sac turnaround would be accessible for emergency personnel. **Mr. Patterson** stated that the cul-de-sac is designed to have a diameter of 100 feet, with a paved diameter of 80 feet to provide sufficient space for trash trucks and emergency vehicles to maneuver. He further noted that if the cul-de-sac meets or exceeds the 100-foot diameter, it will satisfy all applicable requirements.

0:49:38 **Chairman McCormick asked if anyone would like to speak regarding the item. No one appeared and the Chairman declared the public hearing closed and reconvened the Planning and Zoning Commission into regular session.**

DRAFT

0:49:59 **MOTION**
The motion was made by Commissioner Cornum and seconded by Commissioner Branson to approve the Peach Lane and Canal Street Subdivision preliminary plat, creating 14 new lots for residential development, located at the southeast corner of the intersection of East Peach Lane and North Canal Street, zoned "R-2" Residential 2 District

0:50:02 **VOTE**
The vote was as follows: Yes - McCormick, Cornum, Branson, Madrid-Boyea; No - None; Absent - None; Recused - Wilson; Abstain - None; the motion carried

0:50:23 **7. CONSIDER APPROVAL FOR A REQUEST FORA CONDITIONAL USE PERMIT TO ALLOW A HOME OCCUPATION (ATTORNEY OFFICE) TO BE LOCATED AT 1906 SENTRY CIRCLE ZONED "R-1" RESIDENTIAL 1 DISTRICT**

0:50:42 *Commissioner Madrid-Boyea recused herself from this item due to a conflict of interest*

**Mr. Patterson** stated that this item is a request for a conditional use permit to operate an attorney's office from the applicant's residential home address. He explained that home occupations are permitted as a conditional use in the "R-R," "R-1," "R-2," and "C-1" zoning districts, and that approval of a conditional use permit, along with a City of Carlsbad business license, is required to operate such a business. **Mr. Patterson** stated that an attorney's office is an allowable use under a conditional use permit. He stated that, following an internal review, City staff and the Planning and Zoning Department recommend approval of the request.

**Chairman McCormick** asked Ms. Madrid-Boyea if she is able to comply with all of the requirements set forth with the conditional use permit. **Ms. Madrid-Boyea** said yes.

0:55:54 **Chairman McCormick asked if anyone would like to speak regarding the item. No one appeared and the Chairman declared the public hearing closed and reconvened the Planning and Zoning Commission into regular session.**

0:56:18 **MOTION**
The motion was made by Commissioner Wilson and seconded by Commissioner Branson to approve for a request for a Conditional Use Permit to allow a Home Occupation (Attorney Office) to be located at 1906 Sentry Circle, zoned "R-1" Residential 1 District

0:56:20 **VOTE**
The vote was as follows: Yes - McCormick, Cornum, Branson, Wilson; No - None; Absent - None; Recused - Madrid-Boyea; Abstain - None; the motion carried

0:56:41 **8. REPORT OF SUMMARY REVIEW SUBDIVISIONS**

**Mr. Patterson** stated that the final plat is included after it had been done by a new surveyor. He said that no changes have been made it just needed to be redrawn because of some mistakes that had been found after it had been completed.

**Commissioner Madrid-Boyea** asked what mistakes had been made. **Mr. Patterson** stated that some of the math on the measurements were incorrect to the point that each property would have to file an addendum.

0:59:17 **ADJOURNED**

With no further business to discuss, Chairman McCormick declared the meeting adjourned at 5:58 PM.

_____ _____

James McCormick, Chairperson Date

DRAFT

CITY OF CARLSBAD
*Planning, Engineering, and Regulation Department*
PO Box 1569, Carlsbad, NM 88221
Phone (575) 885-1185
Fax (575) 628-8379

RECEIVED
Receipt Date Stamp
JAN 2 2026
Planning, Engineering, & Regulation Department

# ZONING CHANGE APPLICATION

**Sec. 56-150(b)**

Application Date: 12/3/25
Existing Zoning: _____

**Fee Paid ($100.00):** 100. DD pd CC
Proposed Zoning: C-1 SP
INV.# 19379

**APPLICANT INFORMATION:**

Edgar Gonzalez (NAME) 3702 Saguaro Dr (ADDRESS)

Carlsbad (CITY) NM (STATE) 88220 (ZIP) 3073508766 (PHONE) edgargonzalez2676@hotmail.com (EMAIL)

**PROPERTY OWNER INFORMATION (attach separate sheet for multiple owners):**

Edgar Gonzalez (NAME) 3702 Saguaro Dr (ADDRESS)

Carlsbad (CITY) NM (STATE) 88220 (ZIP) 3073508766 (PHONE) edgargonzalez2676@hotmail.com (EMAIL)

* A signed affidavit from the property owner(s), consenting to submittal of the application, must be included with the application.

**LEGAL DESCRIPTION AND/OR STREET ADDRESS OF PROPERTY (INCLUDE A MEETS AND BOUNDS DESCRIPTION FOR UNPLATTED LAND, ATTACH SEPARATE SHEET, IF NECESSARY):**

328 Farris St Carlsbad, NM
ADDRESS | LOT | BLOCK | SUBDIVISION

**REASON FOR THE REQUEST**

An amendment to the Official Zoning Map or to the Text of the Zoning Ordinance must be justified by one or more of the following. Check all that apply:

☒ The proposed amendment will not adversely impact the public health, safety or general welfare and will or will not promote the original purposes of the Zoning Ordinance.

☐ The proposed amendment responds to changed conditions, such as changes in public capital investments, road locations or functional classification, population trends, density, use or further studies that have been completed since adoption of the Zoning Ordinance.

☒ The proposed amendment is necessary in order to respond to State and/or Federal legislation.

☒ The proposed amendment provides additional flexibility in meeting the objectives of this Zoning Ordinance without lowering the standards of the Zoning Ordinance.

☐ The proposed amendment is in substantial compliance with the City's Comprehensive Plan or other City Master Plan.

☒ The proposed amendment will not adversely affect the implementation of the goals and policies of the City's Comprehensive Plan or other City Master Plan.

☐ The proposed amendment will correct a mistake in the Official Zoning Map or the text of the Zoning Ordinance.

☐ The proposed amendment is justified in order to respond to changes in the City's Comprehensive Plan or other City Master Plan including, but not limited to, changes in land use assumptions, surrounding uses, population forecasts, rates of land consumption, anticipated community needs or other factors.

**FOR OFFICIAL USE ONLY:**

**Required prior to P & Z:**
Complete Application Including: ☐ Map ☐ Fee ☐ Letter ☐ Notification ☐ Sign Agreement

**Required prior to City Council:**
Council Hearing Date: _____ Publication Date: _____

Property Owner Notification Sent (within 100' minimum.): _____

☐ ABM ☐ Staff Comments ☐ Application Packet ☐ Draft Ordinance ☐ P&Z Minutes

Council Action: ☐ Approved ☐ Denied ☐ Other Ordinance No.: _____

## CITY OF CARLSBAD
## AFFIDAVIT BY PROPERTY OWNER(S)

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

**APPLICATION TYPE:**

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

STATE OF NEW MEXICO)
) SS
COUNTY OF EDDY )

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

ADDRESS OF PROPERTY: 2811 San Jose BLVD Carlsbad NM
STREET ADDRESS

LEGAL DESSCRPTION: _____ 31 _____ 25
SUBDIVISION BLOCK LOT OR TRACT

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

AGENT: _____ _____
NAME PHONE

_____
ADDRESS

**I (WE) UNDERSTAND, CONCUR AND AFFIRM:**

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

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

**OWNER 1:**

**BY:** _____
SIGNATURE

**BY:** _____
PRINTED NAME

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

**ACKNOWLEDGED, SUBSCRIBED, AND SWORN**

**to before me this** _____ **day of** _____,

**20** ____, **by** _____.

**Notary Public** _____

**My commission expires:** _____

# 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.

Edgar Gonzalez — 12/9/25

APPLICANT SIGNATURE — DATE

Sign issued by: _____

Staff Member

Notification Agreement Rev. 10/11

**CITY OF CARLSBAD**

*Planning, Engineering, and Regulation Department*

PO Box 1569, Carlsbad, NM 88221

Phone (575) 885-1185

Fax (575) 628-8379

# ZONING CHANGE APPLICATION

**Sec. 56-150(b)**

PROCESS FOR ACCEPTANCE AND REVIEW
OF PLANNING AND ZONING COMMISSION MATTERS

1. The Planning and Zoning Commission's regularly scheduled meetings are on the FIRST MONDAY OF THE MONTH. Applicant should obtain an Application Packet for the particular type of request (Zone Change, Subdivision, Variance, Annexation, Conditional Use, etc.) from the City of Carlsbad, Planning, Engineering, and Regulation Office.

2. **Applicant must submit a completed Application to the Planning, Engineering, and Regulation Office on, or before, the FIRST FRIDAY OF THE MONTH prior to the desired Commission meeting**. The minimum application packet submittal is one (1) copy of the Application with original signatures and all required supporting documents. A letter of explanation or clarification may also be provided. The required non-refundable application fee is due with submittal of the application.

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

3. The Planning, Engineering, and Regulation Office will give the Application an initial cursory review. If deficiencies or questions are noted, the Applicant will be advised and provided an opportunity to supplement the Application. If the Applicant fails to complete and resubmit the application prior to the above deadline, the matter will not be heard until the next subsequent Commission meeting. The original application fee will be retained and will suffice for the specific original application for a period of 90-days from the date of the original application.

4. Applications appearing complete will be set for full evaluation by City Staff prior to the Commission meeting. The purpose of this evaluation is to develop and provide a full briefing report for the Commission. Applicants will be advised of deficiencies noted during this review and will be afforded opportunity to supplement their application during their presentation to the Commission, if they so desire.

# ADDITIONAL PROCEDURAL REQUIREMENTS FOR ZONING CHANGES:

1) **PRESENCE AT MEETING:** The Planning and Zoning Commission will vote to recommend to the City Council approval or denial of request. Applicant or his/her representative must be present to address any questions that Planning and Zoning Commissioners may have.

2) **CITY COUNCIL SETS A HEARING DATE:** After the Planning and Zoning Commission has made a recommendation on the request, the City Council (at their next regular meeting) will set a date for a public hearing. The date will be set for a regularly scheduled City Council meeting a minimum of 30 days from that date. A "notice of public hearing" is published in the Current Argus at least 30 days prior to the hearing.

3) **NOTIFICATION:** The applicant shall mail notice of the Planning and Zoning Commission meeting, via certified mail, to all property owners within one-hundred feet (100') of the subject site. Evidence of such notification shall be provided with the application. In addition, the applicant shall post a sign, provided by the City, at the property at least 5 days prior to the public hearing. At least fifteen (15) days prior to the City Council hearing, the City will notify adjacent property owners within 100' of the subject property via first-class mail for properties greater than one (1) block in size, or via certified mail for properties one (1) block or less in size. The notification will include a description of the request, applicant's information, legal description of subject property, and the date of the hearing.

4) **PUBLIC HEARING:** The Public Hearing will be held during a regularly scheduled City Council meeting, and the applicant or his/her representative **MUST BE PRESENT** to address any questions that the Mayor or Council members may have.

5) **ZONING CHANGE IS FINAL:** If the City Council approves the zone change, the ordinance is published in the Current Argus. The change is considered final five (5) days after publication.

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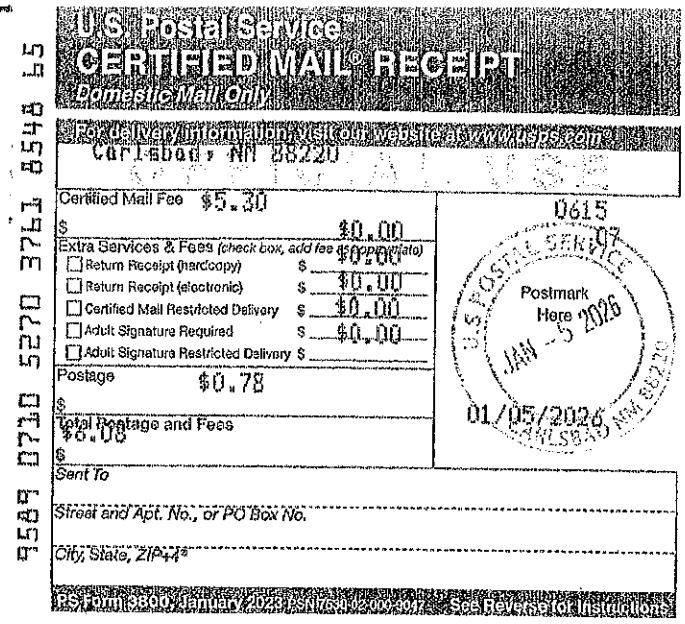
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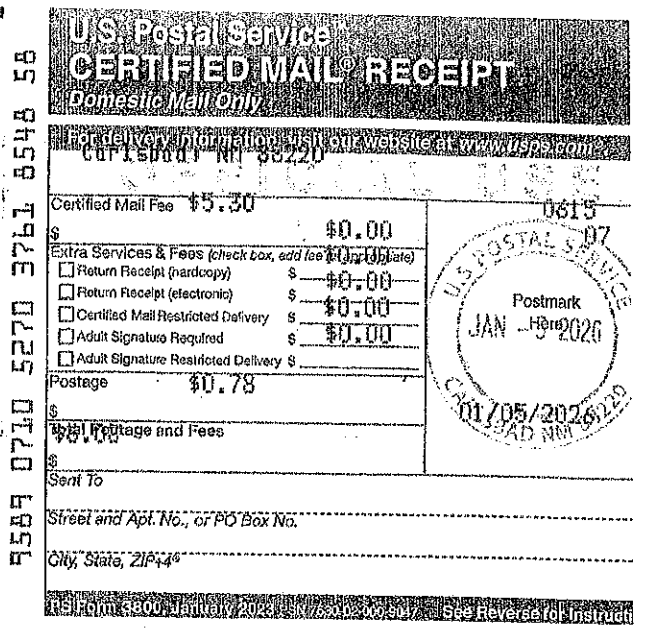
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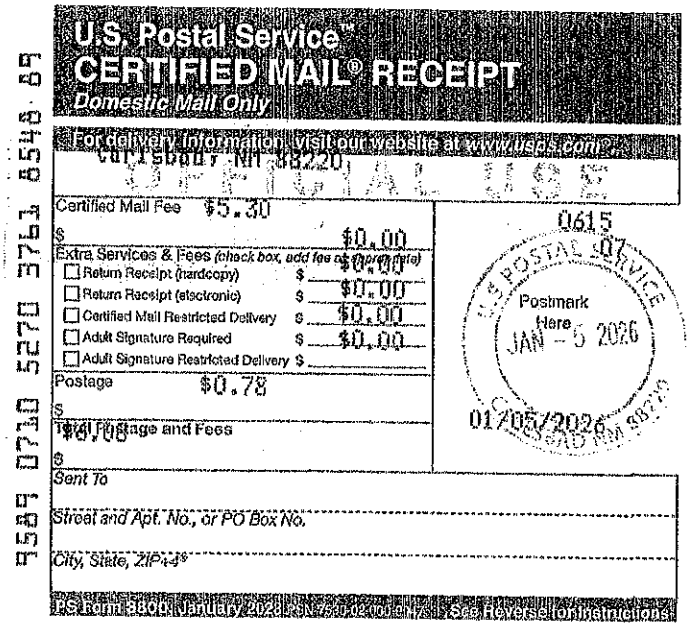
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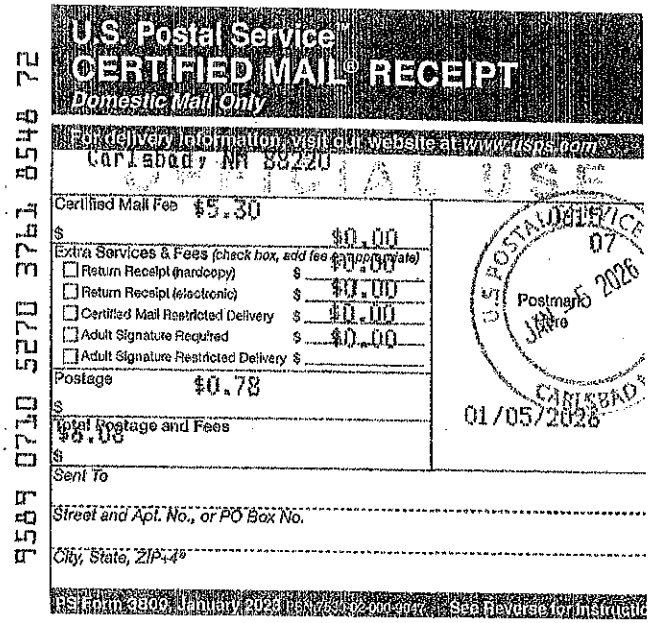
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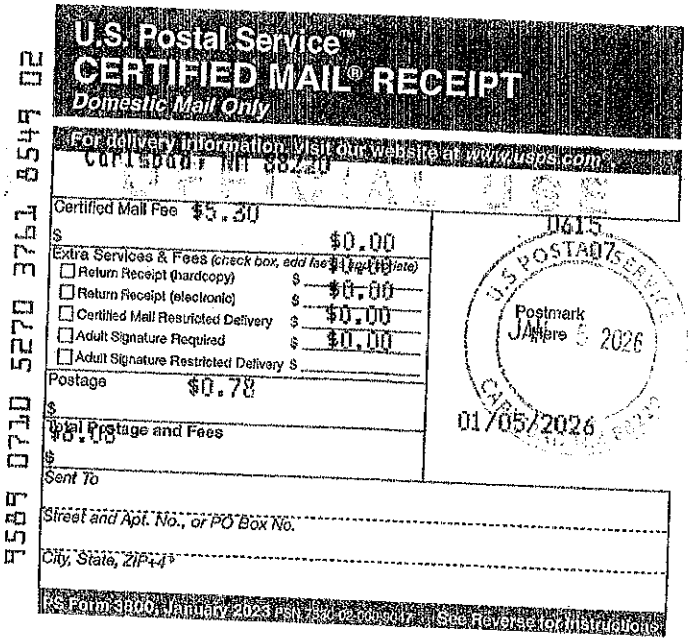
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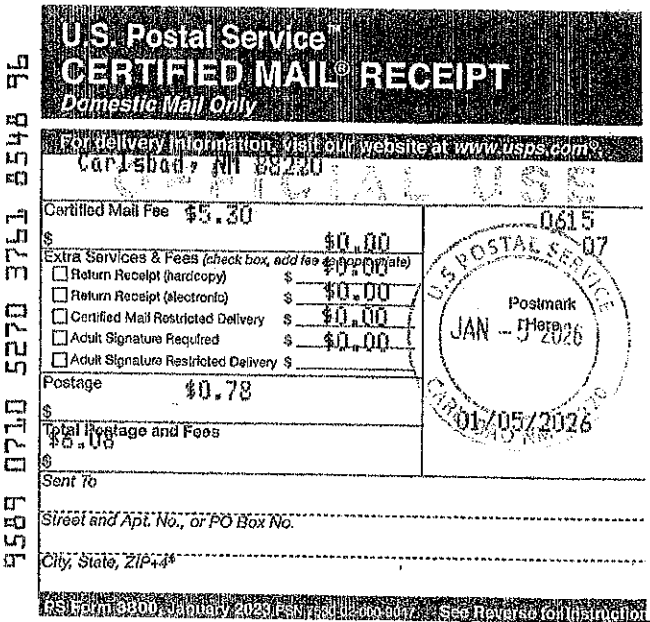

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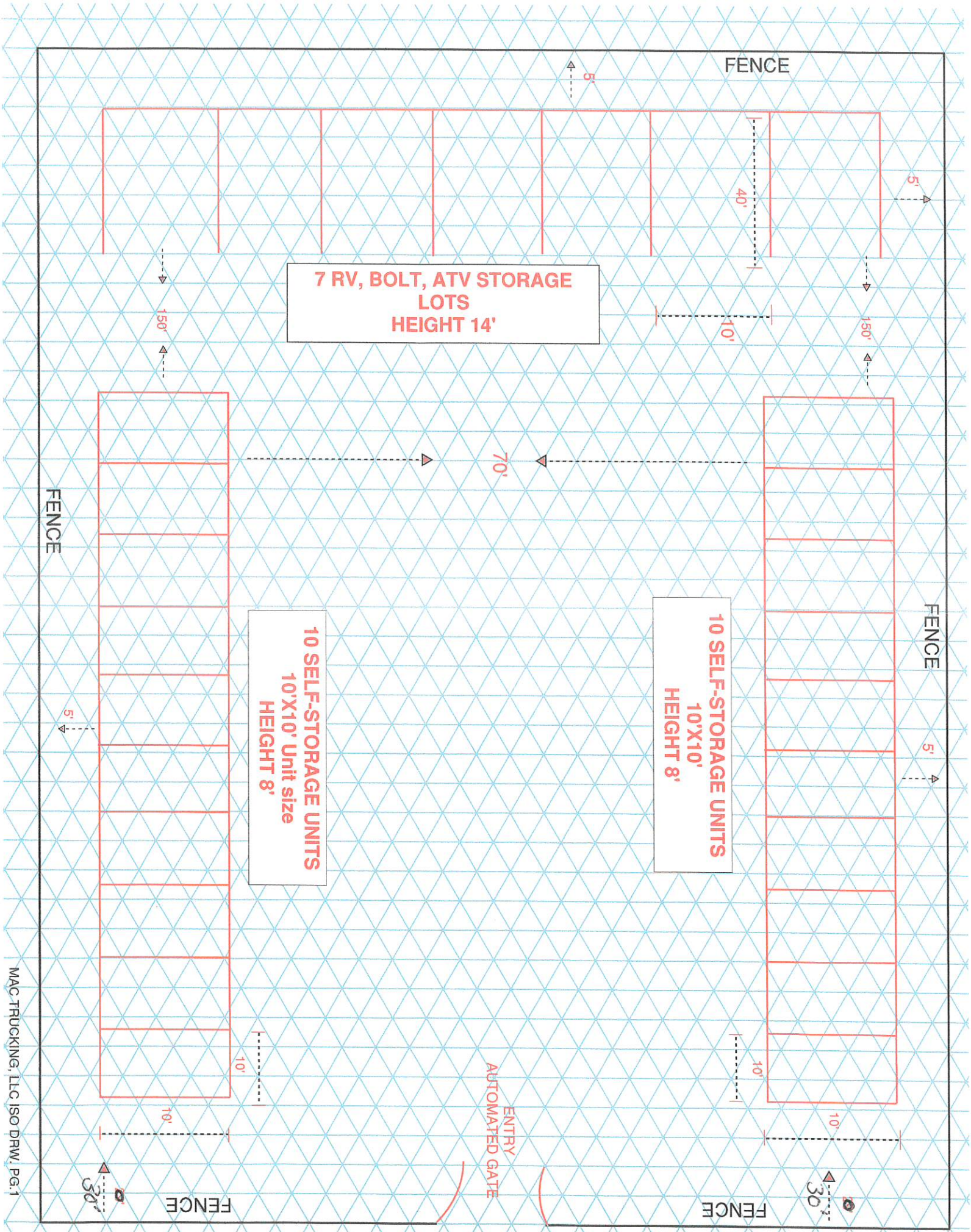
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MAC TRUCKING, LLC ISO DRW. PG.1

Parcel ID #: 4-158-130-074-207

# WARRANTY DEED

Georgia Smith, an unmarried woman, for consideration paid, grants to Edgar Gonzalez, a single man, and Mayra Alvarez, a single woman, as Joint Tenants with Rights of Survivorship, whose address is 301 W. Chapman Road, Apt 805, Carlsbad, NM 88220, the following described real estate in Eddy County, New Mexico:

**All rights title and interest in the land described as:**

**Tract 17 in the SW/4 NW/4 of Section 20, Township 22 South, Range 27 East, N.M.P.M., Eddy County, New Mexico.**

With warranty covenants, subject to taxes, reservations in patents, easements, rights of way, leases, covenants and restrictions and reservations of record.

Witness by hand and seal on this 22 day of July, 2024.

Georgia Smith

Georgia Smith

STATE OF New Mexico

COUNTY OF BERNALILLO

The foregoing instrument was signed and acknowledged before me this 22 day of July, 2024, by Georgia Smith, who (__) is personally known to me or (X) has produced Drivers Lic as identification.

*(SEAL)*

ROONEY A KING
Notary Public - State of New Mexico
Commission # 1096283
My Comm. Expires May 23, 2027

*Notary Public*
*My Commission Expires:* 05/23/2027

*Reception: 2408766* Book: 1184 Page: 1145 Pages: 1
Recorded: 07/25/2024 12:15 PM Fee: $25.00
*Eddy County, New Mexico - Cara Cooke, County Clerk*
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1/28/2026

A neighbor has spoken against the requested zone change. They would like for the RVs, trucks and tractors on the property to be removed. There is a lot of noise on the property that disturbs the neighborhood all hours of the day and night. The trucks are turned on around 430am and it wakes up the neighbors. The truck traffic is dangerous for the kids around the school.

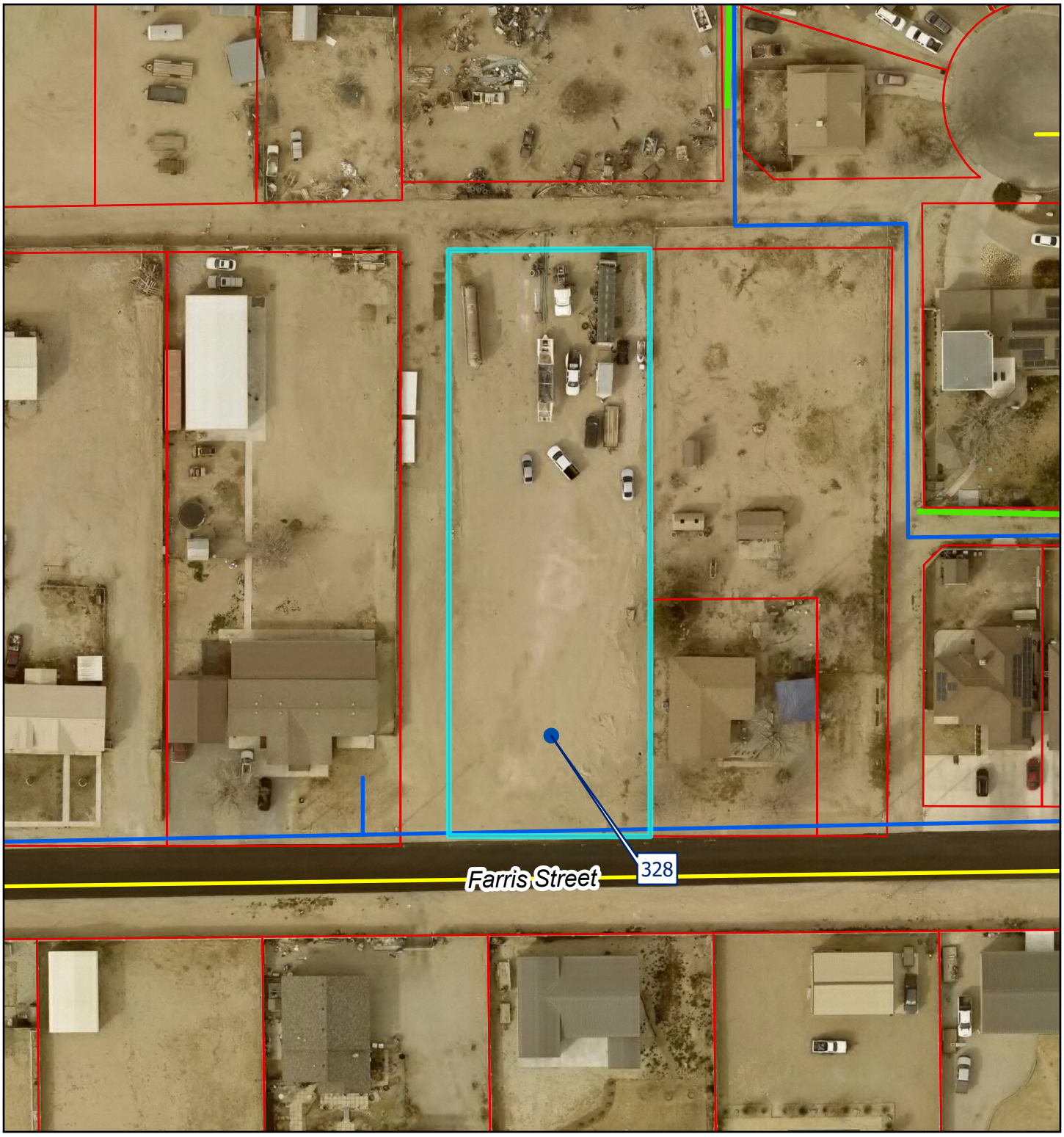
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1 inch = 70 feet

# Zone Change
Carlsbad, NM

Map #: 3481_ed01

Date: 1/28/2026




- Carlsbad Address
- Parcel
- Sewer Main
- Water Main
- Roads

0 35 70 140

Feet

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City of Carlsbad GIS

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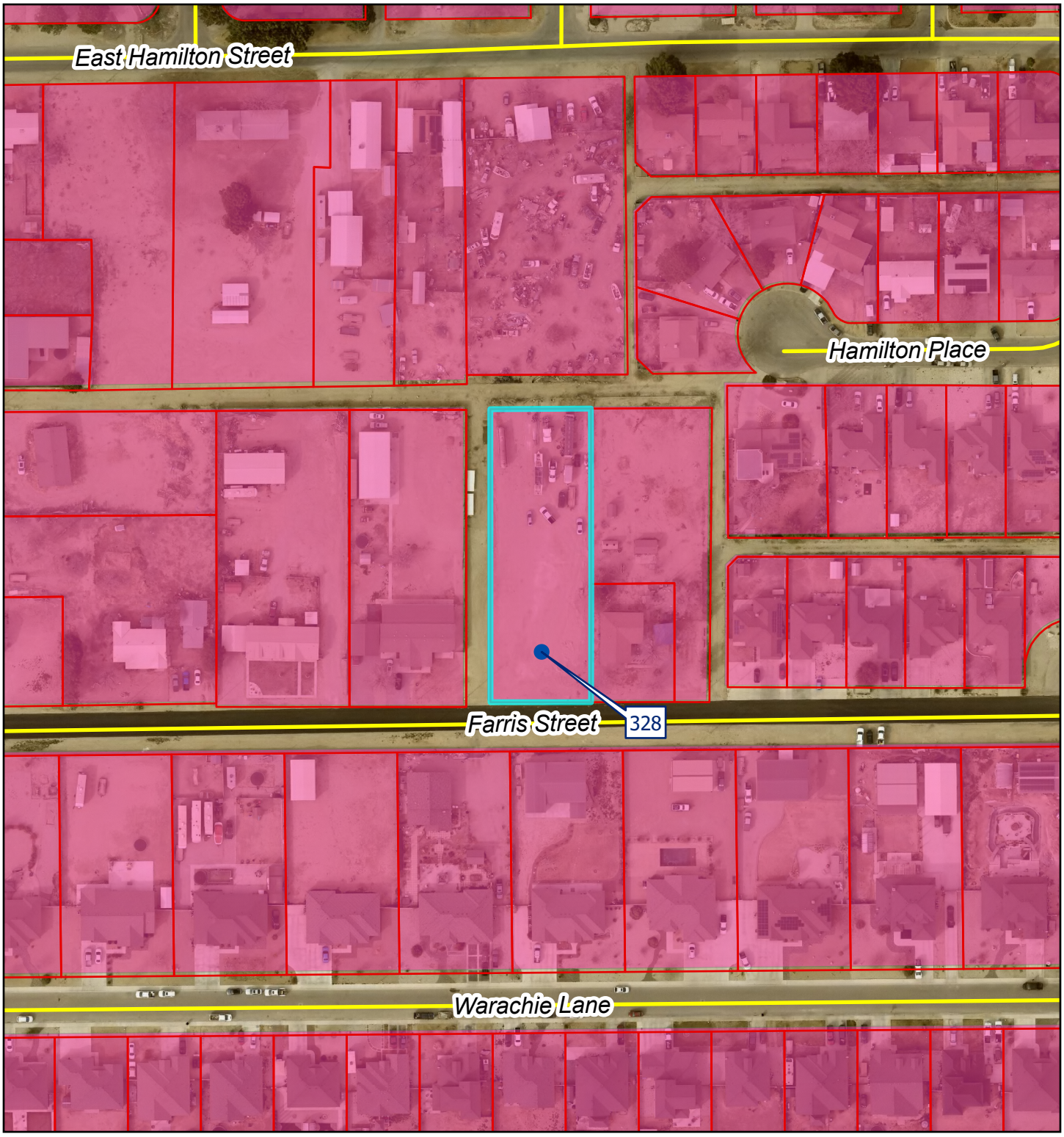
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1 inch = 140 feet

# Zone Change
Carlsbad, NM

Map #: 3481_ed02

Date: 1/28/2026




Carlsbad Address

Parcel

Zoning

R-1

Roads

0 70 140 280

Feet

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City of Carlsbad GIS

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

Council Meeting Date: April 14, 2026

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| **DEPARTMENT**: Planning & Zoning | **BY**: Jeff Patterson | **DATE**: 04/06/2026 |

**SUBJECT**:
Consider Approval of Ordinance 2026-20, an Ordinance amending Chapter 38 – Planning and Development, Article IV of the Carlsbad City Code, titled "City of Carlsbad Economic Development Plan Ordinance."
A. Public Hearing
B. Consider Approval of Ordinance 2026-20

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

Chapter 38 - Planning and Development, Article IV of the Carlsbad City Code, titled "City of Carlsbad Economic Development Plan Ordinance" (the Ordinance) allows the public support of economic development projects to foster, promote, and enhance local economic development efforts while continuing to protect against the unauthorized use of public money and other public resources. This local ordinance is enacted pursuant to the authority conferred upon municipalities through the NM § Chapter 5, Article 10, titled "Local Economic Development" (the Act).

The Ordinance defines how the City may assist economic development projects legally, what private entities may be eligible for public assistance, the application and review process for projects, and what agreements shall be put in place upon award of public resources.

Historically, the City has included a list of definitions within Section 38-69 of the Ordinance. This section provided a list of descriptions of terms such as "qualifying entity" and "economic development project", which defined the parameters of the types of projects and industries that are eligible to receive public support through this ordinance. This list of definitions would generally mirror the list of definitions found within the Act. From time to time, the Act can be changed, altered, updated, or expanded, and the list of definitions found within the Act could be changed as part of this process. In these cases, the City would need to update the list of definitions found in the Ordinance, and this process would need to be accomplished locally by following the ordinance review and approval process.

Ordinance 2026-20 proposes a change to Section 38-69 which would allow the City to stay up to date with any potential changes to definitions found within the Act without the need to update the Ordinance locally. Through consultation with the Region 6 office of the

NM Economic Development Department, City staff proposes to alter the language found in Section 38-69 of the Ordinance to state the following:

- *For the purposes of this ordinance, the terms “qualifying entity”, “economic development project”, and other terms shall have the same meanings as set forth in the Local Economic Development Act, § 5-10-3 NMSA 1978.*

This change in language would allow the Ordinance to directly reflect the language in the Act regarding the list of definitions found within the Act. If the list of definitions is changed in the Act, the Ordinance would reflect those changes automatically, and no update would be necessary at the local level. If approved, this change would insert the new language into the Ordinance, and this language would replace the current list of definitions found within Section 38-69.

Some examples of updates that would be incorporated in the Ordinance if this change is approved include the following definitions being added to the list of eligible entities for public support:

- *"cultural facility" means a facility that is owned by the state, a county, a municipality or a qualifying entity that serves the public through preserving, educating and promoting the arts and culture of a particular locale, including theaters, museums, libraries, galleries, cultural compounds, educational organizations, performing arts venues and organizations, fine arts organizations, studios and media laboratories and live-work housing facilities;*

- *a retail business;*

These two definitions would be added to the Ordinance and would offer an expanded scope to the City regarding the types of projects that could be supported through the provisions found in the Ordinance.

**DEPARTMENT RECOMMENDATION**:
If it is the will of the City Council, City staff recommends approval of Ordinance 2026-20 amending Chapter 38, Article IV of the Carlsbad City Code of Ordinances.

**BOARD/COMMISSION/COMMITTEE ACTION**:
-

**Reviewed by**:

| | |
|---|---|
| City Manager: Wendy D Austin | Date: April 9, 2026 |

**Attachments**:
1. Ord. 2026-20 Chapter 38 Article IV revision - Economic Development Plan (3)

**ORDINANCE NO. 2026-20**

**AN ORDINANCE OF THE CITY OF CARLSBAD, NEW MEXICO AMENDING CHAPTER 38 – PLANNING AND DEVELOPMENT, ARTICLE IV OF THE CODE OF ORDINANCES, CITY OF CARLSBAD, NEW MEXICO, REGARDING THE ECONOMIC DEVELOPMENT PLAN**

**WHEREAS,** pursuant to Ordinance, Chapter 38, Article IV, of the Carlsbad City Code, the City is enabled to provide public support of economic development through express statutory authority found within the State of New Mexico's "Local Economic Development Act" (the Act) NMSA 1978, §§ 5-10-1 through 5-10-13; and

**WHEREAS,** the City of Carlsbad, New Mexico intends to ensure that all local ordinances fully reflect and remain in complete compliance with state statutes enabling and empowering local programs, plans, efforts, or other public initiatives at the local level; and

**WHEREAS,** the City of Carlsbad, New Mexico wishes to update Chapter 38, Article IV, of the Carlsbad Code of Ordinances, cited as "City of Carlsbad Economic Development Plan Ordinance", to better reflect and comply with the language found within the Act

**NOW, THEREFORE,** BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CARLSBAD, COUNTY OF EDDY, STATE OF NEW MEXICO, that:

1. **Sec. 38-69. Definitions.** is amended to read:

For the purposes of this ordinance, the terms "qualifying entity", "economic development project", and other terms shall have the same meanings as set forth in the Local Economic Development Act, § 5-10-3 NMSA 1978.

INTRODUCED, PASSED, ADOPTED, AND APPROVED this _____day of _____, 2026.

_____
Richard D. Lopez, Mayor

ATTEST:

_____
Nadine Mireles, City Clerk

## ARTICLE IV. - ECONOMIC DEVELOPMENT PLAN[2]

Footnotes:

--- (**2**) ---

**Editor's note—** Ord. No. 2000-08, §§ 1—14, adopted July 25, 2000, did not specifically amend the Code; hence, inclusion herein as Art. IV, §§ 38-66—38-79, was at the discretion of the editor.

### Sec. 38-66. - Short title.

This article may be cited as the "City of Carlsbad Economic Development Plan Ordinance."

(Ord. No. 2000-08, § 1, 7-25-00)

### Sec. 38-67. - Authority.

The economic development plan ordinance is enacted pursuant to the express statutory authority conferred upon municipalities to allow public support of economic development (NMSA 1978, §§ 5-10-1—5-10-13). This article is adopted as part of the city's economic development plan.

(Ord. No. 2000-08, § 2, 7-25-00)

### Sec. 38-68. - Purpose.

The purpose of the economic development plan ordinance is to allow public support of economic development projects to foster, promote, and enhance local economic development efforts while continuing to protect against the unauthorized use of public money and other public resources. Further, the purpose of the ordinance is to allow the city to enter into one or more joint powers agreements with other local governments to plan and support regional economic development projects.

(Ord. No. 2000-08, § 3, 7-25-00)

### Sec. 38-69. - Definitions.

For the purposes of this ordinance, the terms “qualifying entity”, “economic development project”, and other terms shall have the same meanings as set forth in the Local Economic Development Act, § 5-10-3 NMSA 1978.

(Ord. No. 2000-08, § 4, 7-25-00)

### Sec. 38-70. - Economic development plan.

(a) The governing body may assist economic development projects in any legally permissible manner including, but not limited to, provision of land, buildings and infrastructure provided that all the requirements of this ordinance are met. The city may provide land, buildings or infrastructure it already owns, or it may build, purchase or lease the facilities needed for an economic development project. The city, at its sole discretion, may bear the full cost or contribute a portion of the costs including the waiver of applicable fees. The city, at its sole discretion, may also contribute to the

payment costs for professional services contracts such as industry feasibility studies and planning and design services needed to implement a project.

(b) The governing body may consider offering all forms of assistance allowed under this article and any other legally permissible forms of assistance; however, this does not establish any obligation on the city's part to offer any specific type or level of assistance.

(Ord. No. 2000-08, § 5, 7-25-00)

Sec. 38-71. - Economic development contractor.

At its sole discretion, the governing body may assign to one or more of its economic development contractors, the following responsibilities with regards to the economic development plan of the city:

(1) Reviewing and making recommendations to the governing body on applications for assistance for economic development projects;

(2) Reviewing and making recommendations to the governing body on applications for industrial revenue bonds (IRB's); and

(3) Performing such other tasks as the governing body may determine necessary or desirable to further the economic development projects contemplated herein.

(Ord. No. 2000-08, § 6, 7-25-00)

Sec. 38-72. - Application Requirements.

(a) Any qualifying entity meeting the definition set forth in subsection 38-69(5) may propose an economic development project to the city. Meeting the definition of a qualifying entity does not create any obligation on the part of the city.

(b) Applications from qualifying entities shall be submitted to the office of the mayor.

(c) Applications shall contain at least the following information organized in the order listed below:

(1) Identification information:

a. Complete name and address of the qualifying entity;

b. Incorporation papers with by-laws;

c. List of board of directors and executive directors, with addresses; and

d. Resumes of all directors and officers.

(2) Evidence of financial solvency (personal statements of principals):

a. Financial statements (income statements and balance sheets) for the past three years;

b. Federal tax numbers, New Mexico State Taxation and Revenue Number and city business license; and

c. Projected income statement for at least three years.

(3) Evidence of organizational capacity:

a. Brief history of the qualifying entity;

b. Organizational chart of the qualifying entity;

c. Business plans for the qualifying entity and proposed project (including cash flow analysis);

d. Evidence of ability to manage the project, such as, but not limited to:

1. List and description of previously completed projects; and

2. Resumes of key staff involved with project;

e. The qualifying entity shall disclose the following information (if the answer is yes, the entity shall attach a written explanation):

1. Has the qualifying entity or any of its officers ever been involved in a bankruptcy?

2. Has the qualifying entity or any of its officers ever defaulted obligations on which payments are not current?

3. Does the qualifying entity have any loans or other financial obligations on which payments are not current?

(4) Funding sources for the proposed economic development project:

a. Equity investment of qualifying entity;

b. Specific assistance being requested of the city (e.g. specific parcel of land, applicable fees etc.), with estimate of value; and

c. Funding sources other than the city with letters of commitment of intent to fund.

(5) A complete and specific description of the proposed economic development project, including, but not necessarily limited to precise:

a. Business activities to be conducted;

b. Management and staffing requirements;

c. Property and equipment requirements;

d. Markets;

e. Transportation requirements;

f. Utility requirements, including but not limited to electric, gas, and water;

g. Solid and liquid waste disposal requirements;

h. Infrastructure requirements; and

i. Regulatory compliance requirements.

(6) A complete and specific cost-benefit analysis. The source and rationale for any multiplier effects shall be identified. The cost-benefit analysis shall show that the city will recoup the value of its donation within a period of ten years.

(7) A complete and specific description of the proposed economic development project's substantive contributions to the city including, but not limited to such factors as in-kind services to the city, jobs, expanded tax base, property or other thing or service of value for the expansion or improvement of the economy.

(8) A complete and specific description of the employee job training and career development plan for the proposed economic development project.

(9) Any other information necessary for the city to make a determination as to whether or not the applicant is a qualifying entity.

(10) Any other information required of the applicant by the governing body.

(Ord. No. 2000-08, § 7, 7-25-00)

Sec. 38-73. - Application review process.

(a) The governing body shall review each project application in accordance with the criteria set forth hereinafter and all applicable laws, rules, regulations, and policies and shall determine whether the entity and the proposed project qualify pursuant to this article and all applicable state laws and regulations.

(b) If requested to do so by the governing body, the city's economic development contractor shall review and make recommendations to the governing body regarding the proposed project or projects.

(Ord. No. 2000-08, § 8, 7-25-00)

Sec. 38-74. - Application review criteria.

Applications for economic development projects requesting economic assistance from the city shall be evaluated by the following criteria:

(1) Compliance with all requirements for a "qualifying entity" and an "economic development project;"

(2) Feasibility and substantive contribution of the proposed economic development project;

(3) Evidence of financial solvency and financial ability to undertake and complete the proposed economic development project;

(4) Qualifications of the principals to undertake and complete the proposed economic development project;

(5) Stability of the qualifying entity and organizational capacity to undertake and complete the proposed economic development project;

(6) Cost benefit analysis:

a. The number and types of jobs to be created, both temporary construction jobs and permanent jobs (by New Mexico Department of Labor job category);

b. Pay scales of jobs;

c. Determination of which jobs are expected to be filled locally and which will be filled by transfers from other facilities or recruited from outside the Carlsbad area;

d. Total payroll expected at start-up and after one year;

e. Anticipated impact of project on local tax base; and

f. Anticipated impact on local school system.

(Ord. No. 2000-08, § 9, 7-25-00)

Sec. 38-75. - Public safeguards.

(a) All economic development projects receiving assistance from the city shall be subject to an annual performance review conducted by the governing body or its designee. This review shall evaluate whether the project is attaining the goals and objectives set forth in the project participation agreement. This review shall be presented to the governing body for their consideration. The governing body at a public meeting, in a manner consistent with law, may terminate assistance to the economic development project by enactment of an ordinance which terminates the agreement and specifies the dispositions of all assets and obligations of the project.

(b) The city shall retain a security interest which shall be specified in the project participation agreement. The type of security given shall depend upon the nature of the economic development project and assistance provided by the city. Types of security may include, but are not limited to:

(1) Letter of credit in the city's name;

(2) Performance bond equal to the city's contribution;

(3) A mortgage or lien on property or equipment;

(4) Pro-rated reimbursement of donations if a qualifying entity reduces its work force or leaves the community before the end of the agreed upon term; and

(5) Other security agreeable to both parties.

(c) Should a qualifying entity move, sell, lease, or transfer a majority interest in the economic development project before the expiration of project participation agreement, the city retains the right to deny any and all assignments, sales, leases or transfers of any interests in the economic development project until adequate assurances are made that the transferee, assignee, or lessee is a qualifying entity and that the terms of the agreement will be satisfied by the transferee, assignee, or lessee. At its sole discretion, the city may choose to deny said assignment, lease, or transfer or may negotiate a new agreement with the new operator, or the city may reclaim the facility and enter into an agreement with a new qualifying entity.

(d) Any qualifying entity seeking assistance from public resources shall commit to operate in accordance with its project participation agreement for a minimum of ten years from the date the ordinance adopting the project participation agreement is passed by the governing body.

(Ord. No. 2000-08, § 10, 7-25-00)

Sec. 38-76. - Project participation agreement.

(a) The qualifying entity shall submit to the mayor for review by the governing body a draft project participation agreement which states the contributions and obligations of all parties in the economic development project. The agreement must clearly state the following items:

(1) The economic development goals of the project;

(2) The contributions of the city and the qualifying entity;

(3) The specific performance objectives;

(4) A schedule for project development and goal attainment;

(5) The security or securities being offered for the city's investment;

(6) The procedures by which a project may be terminated and the city's investment recovered; and

(7) The time period for which the city shall retain an interest in the project. Each project agreement shall have a "sunset" clause after which the city shall relinquish interest in and oversight of the project.

(b) After reviewing the draft, the governing body or its designee may negotiate any final terms and conditions of the agreement for final approval by the governing body.

(c) Each project participation agreement shall be adopted as an ordinance and enacted by the governing body at a public meeting.

(Ord. No. 2000-08, § 11, 7-25-00)

Sec. 38-77. - Project monies.

All project monies shall be kept in separate account by the entity and the city, with such accounts clearly identified. These accounts shall be subject to an annual independent audit.

(Ord. No. 2000-08, § 12, 7-25-00)

Sec. 38-78. - Termination.

At any time, the governing body may terminate this article, the city's community economic development plan, and any or all projects. Termination shall be by ordinance. An ordinance repealing an economic development plan shall provide for satisfying existing contracts and the rights of the parties arising from those contracts. Upon repeal of a plan and termination or dissolution of a project, any unexpended and unencumbered balances remaining in any project fund or account may be transferred to the city's general fund. In the case of funds or accounts of a joint or regional government project, the unexpended and unencumbered balances shall be divided among the local governments as provided in the joint powers agreement.

(Ord. No. 2000-08, § 13, 7-25-00)

Sec. 38-79. - Joint or regional projects.

The city may engage in economic development projects involving one or more other governmental entities for projects which encompass more than one municipality or county. In such instances, a joint powers agreement shall be adopted by the relevant governing bodies. This agreement will establish the application criteria and the terms of all project participation agreements. Criteria established under a joint powers agreement shall be consistent with the provisions of this article.

(Ord. No. 2000-08, § 14, 7-25-00)

**2024 New Mexico Statutes**
**Chapter 5 - Municipalities and Counties**
**Article 10 - Local Economic Development**
**Section 5-10-3 - Definitions.**

**Universal Citation:**

NM Stat § 5-10-3 (2024)

As used in the Local Economic Development Act:

A. "arts and cultural district" means a developed district of public and private uses that is created pursuant to the Arts and Cultural District Act [15-5A-1 to 15-5A-7 NMSA 1978];

B. "broadband telecommunications network facilities" means the electronics, equipment, transmission facilities, fiber-optic cables and any other item directly related to a system capable of transmission of internet protocol or other formatted data at current federal communications commission baseline speed standard, all of which will be owned and used by a provider of internet access services;

C. "cultural facility" means a facility that is owned by the state, a county, a municipality or a qualifying entity that serves the public through preserving, educating and promoting the arts and culture of a particular locale, including theaters, museums, libraries, galleries, cultural compounds, educational organizations, performing arts venues and organizations, fine arts organizations, studios and media laboratories and live-work housing facilities;

D. "department" means the economic development department;

E. "economic development project" or "project" means the project of a qualifying entity for which public support may be provided pursuant to the Local Economic Development Act;

F. "governing body" means the city council, city commission or board of trustees of a municipality or the board of county commissioners of a county;

G. "local government" means a municipality or county;

H. "municipality" means an incorporated city, town or village;

I. "new full-time economic base job" means a job:

(1) that is primarily performed in New Mexico;

(2) that is held by an employee who is hired to work an average of at least thirty-two hours per week for at least forty-eight weeks per year;

(3) that is:

(a) involved, directly or in a supervisory capacity, with the production of: 1) a service; provided that the majority of the revenue generated from the service is from sources outside the state; or 2) tangible or intangible personal property for sale; or

(b) held by an employee who is employed at a regional, national or international headquarters operation or at an operation that primarily provides services for other operations of the qualifying entity that are located outside the state; and

(4) that is not directly involved with natural resources extraction or processing, on-site services where the customer is present for the delivery of the service, retail, construction or agriculture except for value-added processing performed on agricultural products that would then be sold for wholesale or retail consumption;

J. "person" means an individual, corporation, association, partnership or other legal entity;

K. "public support" means the provision of assistance by the state to a local or regional government or the provision of direct or indirect assistance to a qualifying entity by a local or regional government for an economic development project. "Public support":

(1) includes the provision of:

(a) land, buildings or other infrastructure, by purchase, lease, grant, construction, reconstruction, improvement or other acquisition or conveyance;

(b) the placement of new broadband telecommunications network facilities; provided that the facilities shall not serve a public facility or location that already meets federal communications commission baseline speed standards;

(c) rights-of-way infrastructure, including trenching and conduit, for the placement of new broadband telecommunications network facilities;

(d) public works improvements essential to the location or expansion of a qualifying entity;

(e) payments for professional services contracts necessary for local or regional governments to implement a plan or provide public support for a project;

(f) direct loans or grants for land, buildings or infrastructure;

(g) technical assistance to cultural facilities;

(h) loan guarantees securing the cost of land, buildings or infrastructure in an amount not to exceed the revenue that may be derived from an increment of the: 1) municipal gross receipts tax imposed at a rate not to exceed one-fourth percent and dedicated by the ordinance imposing the increment for projects; or 2) county gross receipts tax imposed at a rate not to exceed one-eighth percent and dedicated by the ordinance imposing the increment for projects;

(i) grants for public works infrastructure improvements essential to the location or expansion of a qualifying entity and grants or subsidies to cultural facilities;

(j) land for a publicly held industrial park or a publicly owned cultural facility, by purchase; and

(k) the construction of a building for use by a qualifying entity; but

(2) does not include the purchase, lease, grant or other acquisition or conveyance of water rights;

L. "qualifying entity" means a corporation, limited liability company, partnership, joint venture, syndicate, association or other person that is one or a combination of two or more of the following:

(1) an industry for the manufacturing, processing or assembling of agricultural or manufactured products;

(2) a commercial enterprise for storing, warehousing, distributing or selling products of agriculture, mining or industry, but, other than as provided in Paragraph (5), (6) or (9) of this subsection, not including any enterprise for sale of goods or commodities at retail or for distribution to the public of electricity, gas, water or telephone or other services commonly classified as public utilities;

(3) a business, including a restaurant or lodging establishment, in which all or part of the activities of the business involves the supplying of services to the general public or to governmental agencies or to a specific industry or customer, but, other than as provided in Paragraph (5) or (9) of this subsection, not including businesses primarily engaged in the sale of goods or commodities at retail;

(4) an Indian nation, tribe or pueblo or a federally chartered tribal corporation;

(5) a telecommunications sales enterprise that makes the majority of its sales to persons outside New Mexico;

(6) a facility for the direct sales by growers of agricultural products, commonly known as farmers' markets;

(7) a business that is the developer of a metropolitan redevelopment project;

(8) a cultural facility; and

(9) a retail business;

M. "regional government" means any combination of municipalities and counties that enter into a joint powers agreement to provide public support for economic development projects pursuant to a plan adopted by all parties to the joint powers agreement; and

N. "retail business" means a business that is primarily engaged in the sale of goods or commodities at retail and that is located:

(1) in a municipality with a population, according to the most recent federal decennial census, of:

(a) fifteen thousand or less; or

(b) more than fifteen thousand if the economic development project is not funded or financed with state government revenues; or

(2) in an unincorporated area of a county.

**History:** Laws 1993, ch. 297, § 3; 1998, ch. 90, § 3; 1999, ch. 245, § 1; 2000, ch. 103, § 5; 2007, ch. 160, § 9; 2013, ch. 201, § 1; 2016, ch. 14, § 2; 2017, ch. 6, § 1; 2019, ch. 208, § 1; 2019, ch. 274, § 6; 2020, ch. 74, § 3; 2021, ch. 3, § 1; 2021, ch. 135, § 1.

**ANNOTATIONS**

**2021 Multiple Amendments.** Laws 2021, ch. 3, § 1 and Laws 2021, ch. 135, § 1, both effective July 1, 2021, enacted different amendments to this section that can be reconciled. Pursuant to 12-1-8 NMSA 1978, Laws 2021, ch. 135, § 1 as the last act signed by the governor is set out above and incorporates both amendments. The amendments enacted by Laws 2021, ch. 3, § 1 and Laws 2021, ch. 135, § 1 are described below. To view the session laws in their entirety, *see* the 2021 session laws on *NMOneSource.com*.

The nature of the difference between the amendments is that Laws 2021, ch. 3, § 1, revised the definitions of "broadband telecommunications network facilities," "economic development project," and "regional government," and added the definition of "public support", as used in the Local Economic Development Act, and Laws 2021, ch. 135, § 1, included retail businesses located in unincorporated areas of a county in the definition of "retail business", as used in the Local Economic Development Act.

**Laws 2021, ch. 3, § 1,** effective July 1, 2021, revised the definitions of "broadband telecommunications network facilities," "economic development project," and "regional government," and added the definition of "public support", as used in the Local Economic Development Act; in Subsection B, after "federal communications commission", deleted "minimum" and added "baseline"; in Subsection E, after "means the", deleted the remainder of the subsection and added "project of a qualifying entity for which public support may be provided pursuant to the Local Economic Development Act"; added a new Subsection K and redesignated former Subsections K through M as Subsections L through N, respectively; and in Subsection M, after "agreement to provide", added "public support".

**Laws 2021, ch. 135, § 1,** effective July 1, 2021, included retail businesses located in unincorporated areas of a county in the definition of "retail business", as used in the Local Economic Development Act; and in Subsection M (now Subsection N), redesignated former Paragraphs M(1) and M(2) as Subparagraphs M(1)(a) and M(1)(b), respectively, in Subparagraph M(1)(b), after "more than fifteen thousand", deleted "but less than thirty-five thousand", and deleted former Subparagraph M(2)(b), and added a new Paragraph M(2).

**The 2020 amendment,** effective May 20, 2020, revised the definitions of "economic development project" and "retail business", and added definitions for "new full-time economic base job" as used in the Local Economic Development Act; in Subsection E, after "means", added "the provision of public support or assistance by the state to a local or regional government or", after "qualifying entity by a local or regional government.", added "Economic development project", added new paragraph designations "(1)" and "(2)" and redesignated former Paragraphs E(1) through E(10) as Subparagraphs E(1)(a) through E(1)(j), respectively, in Subparagraph E(1)(g), redesignated subparagraph designations "(a)" and "(b)" as items "1)" and "2)"; and added new Subsection I and redesignated former Subsections I through L as Subsections J through M, respectively; in Subsection M, Paragraph M(1), deleted "ten" and added "fifteen", and in Paragraph M(2), after "more than", deleted "ten" and added "fifteen".

**2019 Multiple Amendments.** — Laws 2019, ch. 274, § 6, effective July 1, 2019, revised the definition of "economic development project" as used in the Local Economic Development Act, and pledged a limited amount of municipal gross receipts revenue and county gross receipts revenue for project loan guarantees; in Subsection E, added new paragraph designations "(1)" through "(10)", in Paragraph E(7), after "derived from", deleted "the municipal infrastructure" and added "an increment of the", added new subparagraph designations "(a)" and "(b)", in Subparagraph E(7)(a), after "gross receipts tax", added "imposed at a rate not to exceed one-fourth percent and dedicated by the ordinance imposing

the increment to a project", and in Subparagraph E(7)(b), after "gross receipts tax", added "imposed at a rate not to exceed one-eighth percent and dedicated by the ordinance imposing the increment to a project".

Laws 2019, ch. 208, § 1, effective June 14, 2019, revised the definition of "economic development project" as used in the Local Economic Development Act, and excluded the acquisition of water rights from the permissible uses of local economic development act funds; and in Subsection E, after "qualifying entity", added "but does not include the purchase, lease, grant or other acquisition or conveyance of water rights".

**The 2017 amendment,** effective June 16, 2017, added the definition for "broadband telecommunications network facilities" and amended the definition of "economic development project" to include assistance to acquire or convey rights-of-way infrastructure; added a new Subsection B and redesignated the succeeding subsections accordingly; and in Subsection E, after "buildings or other infrastructure", added "rights-of-way infrastructure, including trenching and conduit, for the placement of new broadband telecommunications network facilities".

**The 2016 amendment,** effective May 18, 2016, amended the definition of "qualifying entity" to include a restaurant or lodging establishment; in Subsection I, in Paragraph (3), after "business", added "including a restaurant or lodging establishment"; in Subsection K, in the introductory sentence, after "population", added "according to the most recent federal decennial census", after "of", added the Paragraph designation "(1)", and after "ten thousand or less", added "or" and added new Paragraph (2).

**The 2013 amendment,** effective July 1, 2013, added retail business as a qualifying entity; in Subsection (2) of Subsection I, after "(5), (6)", added "or (9)"; added Paragraph (9) of Subsection I; and added Subsection K.

**The 2007 amendment,** effective July 1, 2007, added Subsections A and B; included technical assistance, grants and subsidies to cultural facilities in the definition of "economic development project"; and included a cultural facility in the definition of "qualifying entity".

**The 2000 amendment,** effective May 17, 2000, added Subsection G(7).

**The 1999 amendment,** effective June 18, 1999, inserted "or (6)" in Subsection G(2), and added Subsection G(6).

**The 1998 amendment,** effective May 20, 1998, added the language in Subsection B beginning "the provision of direct loans or grants" to the end of the subsection, inserted "nation" following "Indian" in Paragraph G(4), and made minor stylistic changes throughout the section.

# PUBLIC COMMENTS AND ANNOUNCEMENTS

# NO DOCUMENT FOR THIS AGENDA ITEM

# Committee Reports

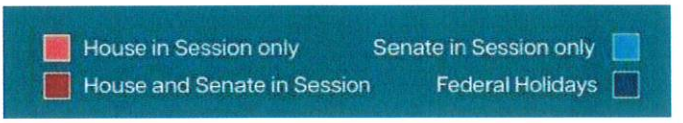
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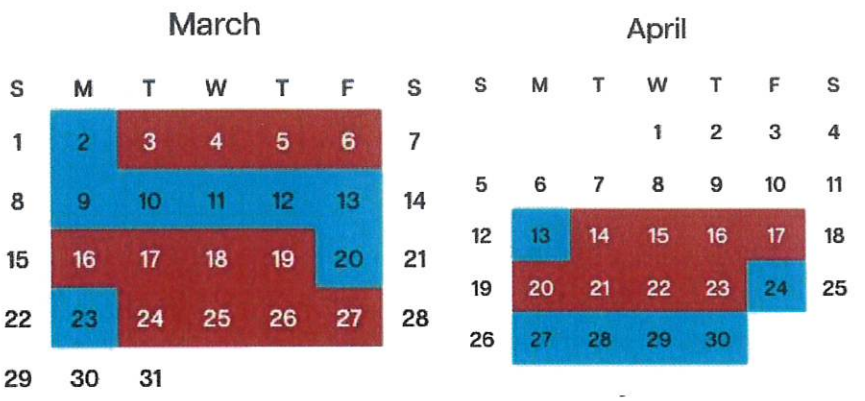
**MEMORANDUM**

**TO:** Mayor Lopez, City of Carlsbad
**FROM:** Jeff Murray
**RE:** Monthly Consulting Report, March 2026

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## *Congressional Schedule*




## *U.S. Government Affairs Report: March 2026*

**Issue prioroities for March:** FY27 Apprioriations

## FY27 Appropriations

Congress has once again announced that Community Project Funding will be available for FY27 – below is guidance on the program for this year.

Beginning on **February 25th**, the Committee will open its electronic portal (**link**), ensuring every Member of the U.S. House of Representatives has the opportunity to participate in the annual appropriations process by submitting programmatic, language, and Community Project Funding requests.

**Programmatic Requests**: Members may submit a request to fund a specific program or activity in the bill at a specified level.

- Submission Deadline: See below due dates by subcommittee.

**Language Requests**: Members may submit a request to include specific bill or report language that does not direct funding to a particular entity but encourages, urges, or directs some type of action.

- Submission Deadline: See below due dates by subcommittee.
-

**Community Project Funding Requests**: Members may submit a request to fund specific projects in their communities, so long as the projects have a federal nexus and meet other requirements established by federal law, House Rules, and the Committee to ensure only high-quality projects are requested and funded.

- **Important Notes**:
  - Due to the high demand and limited ability to fund all eligible requests, there is a limit of 20 projects per Member.
  - Please continue to work with the recipient to ensure all information is up-to-date and accurate. The Committee continues to place a strong emphasis on the federal nexus of projects consistent with all federal policies and guidelines.

**HR 7882**

On March 25 the House Committee on Natural Resources hosted a hearing on HR 7882 – legislation specific to Carlsbad regarding mineral resources on Federal lands. Below is an analysis of the legislation.

Carlsbad mineral leasing ban gets carveout

## WHY IT MATTERS

Introduced on 2026-03-09, H.R. 7882 would immediately open a path for federal mineral leasing inside the City of Carlsbad, New Mexico, if and only if the city gives written consent to the Secretary of the Interior.

H.R. 7882 is a narrow Energy bill aimed at one place: the City of Carlsbad, New Mexico. It says the Secretary of the Interior may lease mineral deposits on "covered land" inside the city despite existing exclusions for "incorporated cities, towns, and villages" in the first section of the Mineral Leasing Act, 30 U.S.C. 181, and the first sentence of section 3 of the Mineral Leasing Act for Acquired Lands, 30 U.S.C. 352.

The bill does not create a free-for-all. It adds one hard condition: there must be written consent from the City of Carlsbad, New Mexico, provided to the Secretary of the Interior. That gives the city a clear gatekeeping role. If Carlsbad does not give written consent, the leasing authority described in the bill does not apply.

Read more analysis

## What does H.R. 7882 do?

1

### Overrides city leasing exclusion in 2 federal statutes

The bill authorizes the Secretary of the Interior to lease mineral deposits inside the City of Carlsbad, New Mexico, notwithstanding the exclusions for "incorporated cities, towns, and villages" in the first section of the Mineral Leasing Act, 30 U.S.C. 181, and the first sentence of section 3 of the Mineral Leasing Act for Acquired Lands, 30 U.S.C. 352.

2

### Written city consent is mandatory

Leasing can happen only with written consent provided by the City of Carlsbad, New Mexico, to the Secretary of the Interior. That written-consent requirement is the bill's central condition and gives the local government veto power over leasing on covered land.

3

### Applies only to federally owned or acquired land

The bill defines "covered land" as land located within the City of Carlsbad, New Mexico, that either is owned by the United States within the meaning of the Mineral Leasing Act, 30 U.S.C. 181 et seq., or is "acquired land" under section 2 of the Mineral Leasing Act for Acquired Lands, 30 U.S.C. 351.

**4**

### Keeps standard federal leasing rules in place

Any lease authorized by the bill must still follow the Mineral Leasing Act, 30 U.S.C. 181 et seq., the Mineral Leasing Act for Acquired Lands, 30 U.S.C. 351 et seq., and any other applicable Federal mineral leasing law. The change is about location eligibility inside Carlsbad, not a rewrite of leasing procedures.

**5**

### Single-city scope: Carlsbad, New Mexico only

The jurisdiction is expressly limited to covered land "located within the City of Carlsbad, New Mexico." The bill does not create a statewide rule for New Mexico or a nationwide exception for all incorporated cities.

## Who benefits from H.R. 7882?

### City of Carlsbad, New Mexico

The city gains direct control because no leasing may occur unless it gives written consent to the Secretary of the Interior. That gives Carlsbad leverage over whether federally owned land or acquired land within its boundaries can be leased.

### Potential mineral lessees

Companies or other applicants eligible under the Mineral Leasing Act, 30 U.S.C. 181 et seq., and the Mineral Leasing Act for Acquired Lands, 30 U.S.C. 351 et seq., could gain access to leasing opportunities on covered land inside Carlsbad that would otherwise be blocked by the city exclusion in 30 U.S.C. 181 and 30 U.S.C. 352.

### Department of the Interior

The Secretary of the Interior gets explicit authority to lease mineral deposits on covered land inside one incorporated city, Carlsbad, New Mexico, despite the normal statutory exclusion for incorporated places.

### Federal land management interests

Where the United States owns land within the meaning of 30 U.S.C. 181 or holds "acquired land" under 30 U.S.C. 351, the bill creates a clearer legal pathway to consider mineral leasing inside Carlsbad if the city agrees in writing.

## Who is affected by H.R. 7882?

### Residents of Carlsbad, New Mexico

People living inside the city could be affected by any future mineral leasing activity on covered land within city limits. The bill itself does not mandate leasing, but it creates the legal option if the city provides written consent.

### Owners or operators near covered land

Those near federally owned land or acquired land inside Carlsbad may face changes in nearby land use if the Secretary of the Interior later issues leases under 30 U.S.C. 181 et seq. or 30 U.S.C. 351 et seq.

### City officials in Carlsbad

Local officials are directly responsible for deciding whether to provide the required written consent to the Secretary of the Interior. Their decision determines whether the new leasing authority can be used at all.

### Federal leasing applicants and mineral developers

Applicants are affected because access to covered land inside Carlsbad would depend on two things spelled out in the bill: the land must fit the definition of "covered land," and the City of Carlsbad must submit written consent.

**Activities:**

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| Sen Heinrich | We met with Sen Heinrich's. senior staff. Thanked them for the $10 million in WIPP road money (FY26), discussed FY27 opportimities, our BLM efforts to provide additional housing and possible House legislation regarding mineral rights on federal land. |

| | |
|---|---|
| Sen Lujan | We met with Sen Lujan and his senior staff. Discussed FY27 opportimities, our BLM efforts to provide additional housing, possible House legislation regarding mineral rights on federal land and economic development opportunities in Eddy and Carlsbad. |
| Rep Vasquez | We met with Rep Vasquez and his senior staff. Discussed FY27 opportimities, our BLM efforts to provide additional housing, possible House legislation regarding mineral rights on federal land and economic development opportunities in Eddy and Carlsbad. |
| Rep Leger-Fernandez | We met with her senior staff to provide an update on Eddy/czarlsbad activities and priorities, focusing on housing. |
| Rep Stansbury | We met to provide her staff on update on SENM and the impact on the state and to introduce ourself as a significant contributor to the state's financial wellbeing. |
| House NRC | We met with the professional staff of the House Natural Resources Committee to discuss language freeing "orphened" mineral rights on Federal land. |
| NACo | We attended the NACo county representatives Federal issues meeting. |

**Carlsbad MainStreet**
**Pearl of the Pecos Arts & Culture District**
**102 S. Canyon St., Carlsbad NM 88220**
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April 2, 2026

Wendy Austin
City of Carlsbad
101 N Halagueno St.,
Carlsbad, NM 88220

Dear Ms. Austin,

The following report is submitted to provide an update on the progress and status of the Carlsbad MainStreet Project for March of 2026 regarding economic development and promotional activities in the MainStreet area of Carlsbad. Enclosed is an invoice requesting the monthly allocation from the City of Carlsbad in the amount of $8,333.33, from the total annual services contract.

We appreciate your ongoing partnership and look forward to building upon the momentum, stability, and progress that supports economic development, downtown revitalization,and community engagement in Carlsbad.

Respectfully,

Denise Green
EXECUTIVE DIRECTOR

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# March 2026 Revitalization Report

During March 2026, Carlsbad MainStreet continued focusing on stabilizing operations, advancing key projects, and maintaining momentum in downtown activation. This month marked strong progress in staffing, CavernFest planning, preparing for the upcoming Farmers' and Makers' Market season and continued movement on the Neon Alley Project, alongside programming at the Cavern Theatre.

CavernFest planning continued throughout March, including confirming the relocation to the Beach area due to courthouse construction. We are actively working through logistics, vendor coordination, and sponsorship outreach, and have begun implementing our marketing strategy. In addition, we began preparing RFPs for the Neon Alley Project, moving that initiative into its next phase. This project remains a key effort in activating an underutilized downtown space and enhancing the overall appearance of the district.

Carlsbad MainStreet was also awarded a $3,000 grant from United Way of Eddy County to support programming and community-focused initiatives. We have also extended Facade Grant applications to MainStreet merchants, providing opportunities for businesses to improve storefronts and contribute to the continued enhancement of the district.

Looking ahead, we began planning a Downtown Cleanup scheduled for April 18th to support overall district appearance and maintenance efforts. In partnership with Keep Carlsbad Beautiful, preparations are also underway for showings of *The Lorax* at the Cavern Theatre in recognition of Earth Day. We continue to work closely with local businesses and organizations to support upcoming events and maintain activity within the district.

We are continuing to see positive movement within the MainStreet District. Two buildings sold during March, which shows continued investment in downtown properties. Additionally, three new businesses have recently opened or are in the process of opening, and another business has expressed interest in locating within the district.

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The Cavern Theatre continues to operate with consistent programming, providing affordable, family-friendly entertainment for the community. Attendance and concession activity remain steady, and planning is ongoing to expand programming, rentals, and overall utilization of the facility.

March also marked a significant step forward in staffing. Carlsbad MainStreet hired three key positions: Assistant Director, Cavern Theatre Manager, and Vendor Relations & Event Coordinator. These roles are critical to supporting continued growth in programming, events, and district initiatives, and onboarding is currently underway to ensure operational alignment.

Marketing efforts are ongoing, with CavernFest campaigns now in motion alongside continued promotion of the Cavern Theatre and MainStreet initiatives. We remain in close coordination with the City of Carlsbad and community partners to ensure alignment and continued progress.

In April, our focus will remain on advancing CavernFest planning, moving forward with Neon Alley Project implementation, executing the Downtown Cleanup, and hosting Earth Day programming, while continuing to build our organization and relationships with our merchants in the MainStreet District.

Denise Green
EXECUTIVE DIRECTOR