



Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

January 9, 2018 - 6:30 PM
City Hall, City Commission Chambers
1376 E. Ninth St.

Richard Boss Mayor
Al Hernandez Mayor Pro-Tem, District 5
Jason Baldwin District 1
Nadia Sikes District 2
Susan Payne District 3
Jenny Turnbull District 4
Vacant District 6

Maggie Paluch City Manager
Petria Schreiber City Attorney
Rachel Hughs City Clerk

MISSION STATEMENT as Adopted by the City Commission on March 24, 1995.

The City of Alamogordo is a Municipal Corporation that exists solely for the purpose of providing the best possible services to our customers, the citizens of Alamogordo. We are committed to providing these services with honesty, integrity, compassion, fairness, and a commitment to excellence.

We are committed to the long-term financial stability and responsible growth of the City and all decisions will be driven by our commitment to provide the best services possible in a financially sound and responsible manner given the economic realities facing the City.

In accordance with Section 10-15-1.D, NMSA 1978 (2010 Cumulative Supplement), this agenda has been posted on the bulletin board located in the east/west lobby of the City Hall and in the glass case located outside the north entrance of the City Hall, distributed to the appropriate news media, and posted on the City website: <http://ci.alamogordo.nm.us> within the required time frame. As a courtesy, the entire Agenda Packet has also been posted on the City of Alamogordo website: <http://ci.alamogordo.nm.us>

The Mayor and City Commission request that all cell phones be turned off or set to vibrate. Members of the audience are requested to step outside the Commission Chambers to respond to or to conduct a phone conversation. The Alamogordo Commission Chambers is wheelchair accessible. Other special assistance for disabled attendees must be requested 48 hours in advance by contacting the City Clerk's Office at 575-439-4205.

CALL TO ORDER & ROLL CALL

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMENT

Residents must sign up with the City Clerk to address the City Commission. Comments are limited to 3 Minutes, and there will be a maximum of 21 Minutes allowed for Public Comment.

CITY MANAGER'S REPORT

REMARKS AND INQUIRIES BY THE CITY COMMISSION

CONSENT AGENDA (Roll Call Vote Required for an Ordinance or Resolution)

All matters listed under the Consent Agenda are considered to be routine by the City Commission and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

1. Approve the minutes for the December 19, 2017 Regular meeting. *(Rachel Hughs, City Clerk)*
2. Approve the statements related to the Executive Session held on December 19, 2017. *(Rachel Hughs, City Clerk)*
3. Approve Resolution No. 2018-01 determining reasonable notice of meetings of the Alamogordo City Commission (Open Meetings Act). *(Rachel Hughs, City Clerk)* **(Roll Call Vote Required)**
4. Approve the Annual Reports from City Boards, Commissions and Committees for Calendar Year 2017. *(Rachel Hughs, City Clerk)*
5. Consider and act upon, final publication of Ordinance No. 1547 an ordinance repealing Appendix B (Employee Manual) of the City of Alamogordo Code of Ordinances, and replacing it with a new Employee Manual. *(Katie Josselyn, Human Resources Director and Maggie Paluch, City Manager)* **(Roll Call Vote Required)**
6. Consider and act upon, final publication of Ordinance No. 1552, creating a Separate Violation for Failure to Comply with Municipal Court Orders. *(Petria Schreiber, City Attorney)* **(Roll Call Vote Required)**
7. Consider and act upon, final publication of Ordinance No. 1557 and agreement approving a local economic development project for secured financial assistance proposed by Precheck, Inc. *(Petria Schreiber, City Attorney)* **(Roll Call Vote Required)**
8. Approve application for a grant from the Department of Homeland Security/Assistance to Firefighter's Grant Program (AFG) related for the purchase of a Class-A apparatus, Personal Protective Equipment (PPE), and Self Contained Breathing Apparatus (SCBA). *(Jim LeClair, Fire Chief)*
9. Approve the Resident Parking Only, Mobility Disabled Resident Parking Only, and Commercial Mobility Disabled Parking Only sign locations for the purpose of determining continuance of each location. *(Eric Barraza, Deputy City Clerk)*

ITEMS REMOVED FROM CONSENT AGENDA

NEW BUSINESS

10. Consider and act upon, first publication of Ordinance No. 1560 and agreement approving a Local Economic Development Project for Secured Financial Assistance proposed by Drought Adaptation Industries, LLC. *(Petria Schreiber, City Attorney)* **Roll Call Vote Required**
11. Consider and act upon, first publication of Ordinance No. 1561 to amend Sections 2-15-040 and 2-15-050 of the Alamogordo Code of Ordinances Regarding the Gross Receipts Investment Program. *(Petria Schreiber, City Attorney)* **Roll Call Vote Required**
12. Consider and act upon, Resolution No. 2018-04 authorizing execution of a Gross Receipts Investment Program ("GRIP") Agreement Between the City of Alamogordo and Malhotra Foods, Inc. *(Petria Schreiber, City Attorney)* **Roll Call Vote Required**
13. Appointments to Boards and Committees. *(Richard Boss, Mayor)*

ADJOURNMENT

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 01/09/2018

Report Date: 01/05/2018

Report No: 1.

Submitted By: Rachel Hughs

Subject: Approve the minutes for the December 19, 2017 Regular meeting. *(Rachel Hughs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the minutes.

Background: This is required by the Open Meetings Act.

**CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION REGULAR MEETING MINUTES
6:30 P.M., COMMISSION CHAMBERS
December 19, 2017**

**RICHARD BOSS, MAYOR
JASON BALDWIN, COMMISSIONER
NADIA SIKES, COMMISSIONER
JENNY TURNBULL, COMMISSIONER
SUSAN PAYNE, COMMISSIONER**

**AL HERNANDEZ, MAYOR PRO-TEM
ERICA MARTIN, COMMISSIONER
MAGGIE PALUCH, CITY MANAGER
PETRIA SCHREIBER, CITY ATTORNEY
RACHEL HUGHS, CITY CLERK**

CALL TO ORDER / ROLL CALL / INVOCATION / PLEDGE OF ALLEGIANCE

Mayor Boss called the meeting to order at 6:30 p.m. Roll Call was taken by the City Clerk. Commissioner Martin was absent. City Clerk Hughs announced there was a quorum present. Invocation was given by Reverend Dwight Harp and the Pledge of Allegiance was led by Commissioner Turnbull.

APPROVAL OF AGENDA

**Mayor Pro-Tem Hernandez moved to approve the agenda.
Commissioner Baldwin seconded the motion. Motion carried with a vote of 6-0-0.**

PUBLIC COMMENT

Josh Rardin commented on the following:

Mr. Rardin said he felt in regards to Downtown Venture, the City is breaking the law. He said when the City originally advertised the RFQ and RFP for operation of the Family Fun Center; the City did not put the \$500,000 cash up front into the RFP so that everybody could have that. Mayor Boss told Mr. Rardin that the \$500,000 is off the table now. He said it is not a part of the final agreement, it has been totally revised. He said that capital will be coming from outside sources that Mr. Chun will be responsible for.

Eugene Downer commented on the following:

Mr. Downer wanted to give a pat on the back to Community Services Director Ortega, Assistant City Manager Cesar and County Agent Gordon. He said Community Services Director Ortega has been able to get the Department of Agriculture to come over to the City to give analysis of the parks and also gopher control. He talked about City employee salaries and the need to evaluate salaries to bring them current with 2017. He spoke about getting trees in the parks, grants through Keep Alamogordo Beautiful and the fencing project at the zoo.

CITY MANAGER'S REPORT

City Manager Paluch made the following remarks:

1. She announced that the abatement of the asbestos is completed and the City did receive the demolition permit from the State of New Mexico for 508 Maryland. She said we will be scheduling the demolition for after the holidays.
2. She said City Attorney Schreiber and herself visited the Family Fun Center today. She said there is a lot of work, on the inside, that has been completed, since about a week or so ago. The bar has a rustic wood facade on the face of it and all of the furniture for the bar/restaurant area has arrived. The floating ceilings have been installed over the bar area, as well as the redemption area. The bowling equipment and lanes has been installed. She said today they were putting down the carpet in the

arcade area and the vinyl floors that will be next to the bowling lanes will be installed next week. The contractor is hoping they will be able to test the bowling equipment by the end of next week.

3. She said please be aware that starting today, the signal at First and Florida is flashing red. She said that is a four way stop. After December 26th the signal will be fully operational for its regular traffic pattern.

4. She said we have had difficulties with the Commission meetings live streaming, because of different updates from the software that we've had. She said it is not just one program that we use to stream the meetings; she said she believes it is three or four different programs. She said City Clerk Hughs and Facility Maintenance have been working with the various contractors to try and get our live streaming back up. She was informed today that we have purchased the last piece of equipment. She said hopefully for our first meeting in the New Year we will be able to live stream.

5. She said the contractor for the Bonito Lake restoration project has completed the temporary roadway and they are starting to lay the 48 inch pipe that will go along the lake to divert any incoming water directly into the spillway. The sheet pilings are also being tugged in daily to build the Cofferdam.

6. She said she was informed, by the Engineering Department, that the Zoo Fence project should be completed by the end of December.

7. She wished everyone a Merry Christmas, Happy Holidays and good health to their families.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

None.

CONSENT AGENDA

1. Approve the minutes for the November 30, 2017 Special Meeting and the December 5, 2017 Regular meeting. *(Rachel Hughs, City Clerk)*

2. Approve the release of old liens that have passed the four-year statute of limitations on collection. *(Petria Schreiber, City Attorney)*

3. Approve the City Commission Regular Meeting Schedule for Calendar Year 2018. *(Rachel Hughs, City Clerk)*

4. Approve Resolution No. 2017-39 requesting written approval from the Local Government Division of the Department of Finance & Administration, State of New Mexico for the revised budget figures computed as of December 19, 2017. *(Kathy Gilsdorf, Budget Analyst)* (Roll Call Vote required)

5. Approve final publication of Ordinance No. 1553 to amend Ordinance No. 1515, which was adopted on May 24, 2016 regarding the execution and delivery of a loan agreement and intercept agreement by and between the City of Alamogordo, NM and the New Mexico Finance Authority. *(Julianne Hall, Finance Director)* (Roll Call Vote Required)

6. Approve City side leak abatement for 1113 Paradise Ave. in the amount of \$5,072.92. *(Mark Threadgill, Customer Services Manager)*

Mayor Pro-Tem Hernandez asked to remove Item # 6 from the Consent Calendar.

Mayor Pro-Tem Hernandez moved to approve items 1, 2, 3, 4, 5 of the consent calendar.

Commissioner Baldwin seconded the motion.

Roll call vote was taken.

Motion carried with a vote of 6-0-0.

ITEMS REMOVED FROM CONSENT AGENDA

6. Approve City side leak abatement for 1113 Paradise Ave. in the amount of \$5,072.92. *(Mark Threadgill, Customer Services Manager)*

Customer Service Manager Threadgill explained by policy any leak abatement in excess of \$2,500 must be brought to the Commission for approval. In this case, it is a full leak abatement because it was a failure of City equipment.

Mayor Pro-Tem Hernandez said he has installed hundreds of these meter setters and he asked how the equipment clocked if it was on the other side. Customer Service Manager Threadgill explained the location of the leak.

**Mayor Pro-Tem Hernandez moved to approve.
Commissioner Turnbull seconded the motion.
Motion carried with a vote of 6-0-0.**

UNFINISHED BUSINESS AND NEW BUSINESS

7. Consider and act upon LEDA Case Review, Najar Family Entertainment Center Project. (Darron Williams, City Planner and Petria Schreiber, City Attorney)

City Planner Williams said this is in regards to a secondary contractor that came in for proposal. He showed a power point presentation of this LEDA Case review. He talked about the process and the numerous attempts of trying to get clarification on some of their items. He said in this particular case the consensus, from the City's newly formed LEDA Review Panel, was not to recommend. He talked about the Review Panel's concerns and the reasons they came up with this recommendation. He said there is some significant clouded history that we were looking for clarification and did not sufficiently receive. He said additionally when they refined their application with the full details of what they were actually applying for; they were including things that were not eligible for LEDA funding. (See Power Point in Blue Book).

City Attorney Schreiber said there is \$1.5 million dollars in outstanding Judgments that tie to their current bowling alley. There is one Judgment in particular that is over a million and seventy-five dollars in the actual Judgment. There is another \$116,000 in interest, plus attorney fees that is actually tied to the Bowling Alley that is for sale. She said we asked for additional information and for their Attorney to write the City a letter about this additional information. She said the response was sort of late and said why you don't go ahead and call my attorney for the information. We were really looking for a letter to explain why, but with the amount of Judgments out there, we are very concerned about the stability because they are recent Judgments and they tie to things like personal homes and the alley itself. She said she has this information if the Commission would like to see it; it is about 200 pages of legal documents that is real dry, but she is happy to walk anyone who wants to be walked through it. She said there were some very real concerns about finances here and being good stewards of public money. She said this is her department's reasons, and she believes other department's reasons, for saying that we are not comfortable at this time.

No Action Taken.

8. Consider and act upon final publication of Ordinance No.1550, an ordinance approving a Local Economic Development Project for secured financial assistance proposed by Downtown Venture Corporation and the attached Project Participation Agreement and Promissory Note. (City Manager, Maggie Paluch, Petria Schreiber, City Attorney, Darron Williams, City Planner) (Roll Call Vote Required)

City Planner Williams said we have done a significant update on the agreement and the \$500,000 loan that was initially in communication is off the table entirely. Downtown Venture Corp. is providing their own capital to start the business up, so at this stage the agreement solely revolves around the \$1.5 million from LEDA and clarification on all of the items that they are looking to use that money for, do qualify for LEDA.

City Attorney Schreiber said that it will not be a \$1.5 million dollar check that will be cut. She said we will pay invoices for equipment because it is important that her office can be able to file security of interest on that. We will watch very closely and be able to perfect our security interest in that. There is language built in that the City must be the number one in line on that equipment, so that no one else can take our interest over at that point. The attached project participation agreement has changed just a little bit. She said there were some typos as we know from the last time that we were here, those have all been fixed. She said we have the attached Assessor's report, as well as, the deed that the City has to the property.

Mayor Pro-Tem Hernandez said looking at Item 3, Section A, the list of items that are to be purchased with the \$1.5 million. He said this list has changed from the list that he has and from what Mr. Chun talked about; remodeling the bathrooms, installing a wall, redoing the countertops. He asked if all of this is still in this, just not put in this list.

City Planner Williams said with the change of the \$500,000 they had to re-address how they are going to approach a significant portion of the updates. He said so that he can't answer directly, but he knows that they are working on updated plans for how they are going to execute some of those things near term as well as long term. He said a lot of the other items that are not necessary to meet the Grand Opening purpose they will still work through, of their own accord, as they open up and continue business. Mayor Pro-Tem Hernandez asked if the \$1.5 million is just for these items listed. City Attorney Schreiber and City Planner Williams answered correct. Mayor Pro-Tem Hernandez asked with some of the changes that Mr. Chun had, what would that do to our warranty. City Attorney Schreiber said a couple of things. She number one in the lease there is some language that says he can't make any changes to the building without plans drawn that we approve in writing of. She said the City will have control of what happens to our building. She said other than that, the warranty on any construction that is done will be void on that area. She said we have had this conversation with White Sands Construction, so if Mr. Chun goes in and demos a wall, the warranty on that wall is gone, but it does not void the warranty on the entire facility. However, that construction company that comes in and does that would warranty their own work.

Mayor Pro-Tem Hernandez asked what was his time frame on opening is. City Attorney Schreiber said that is really going to depend on what they are able to do when they get in there, the contractors they are able to work with, what they can do and how long it will take to order all of this. She said they will be here next week to actually sign these documents right after Christmas. She said Mr. Chun wants to open this as soon as he can, but he also wants to do it right.

Mayor Boss asked even after the construction there is like a sixty day period where they are training employees, is that correct, or will that go on maybe simultaneously with the Construction. City Planner Williams said it will depend on the scope. He said some of the construction has to be separate. He said one of the potential windows was three months or 90 days of enhancement time, construction and then 60 days of training time, which would give an opening somewhere around end of May or first of June. He said that was an initial target a couple of months ago. He would anticipate something along those lines, but hopefully sooner.

City Manager Paluch said they will be speaking with Mr. Chun about that and we will let the Commission and the public know along this process where we are. She said we are going to continue to do updates; we are not just going to turn this building over and not continue to update the public.

Mayor Pro-Tem Hernandez asked if they can put a not to exceed time frame on this. City Attorney Schreiber said we can. Mayor Pro-Tem Hernandez said he would like to do that. City Attorney Schreiber explained that it could not be done on these documents. She said if we do not approve these documents tonight that could potentially affect that, which is nowhere in these documents. Mayor Pro-Tem Hernandez said he just does not want to be out eight or nine months from now and not have anything to hold them to. City Planner Williams said he doesn't think that should be of concern because if they do not open then they do not make money. He said especially now that they are

walking in with their own capital, it is not as much as they would like to have, so they are going to have to be very frugal, very smart as they work through this to make it work. He said it is all on them to open the doors as fast as they can because that is what is going to get them money in their pocket.

City Manager Paluch pointed out that City Attorney Schreiber said Downtown Venture Corp. is on the hook for the \$1.5 million in LEDA funds. She said they are going to have to hire people and they are going to have to be reporting on those people that they hired. The job audits need to go to our Finance department. There are some things built in there already.

Mayor Boss asked City Manager Paluch to explain the job audit, as far as, how that is paid back. She asked City Attorney Schreiber to explain. City Attorney Schreiber said essentially what we have done, and this is found in the project participation agreement, we have said that in order for them to get a job credit they must create at least 20 new jobs in Otero County that pay at least \$9.00 per hour. They will receive dollar for dollar credit for what they pay for their employees for every one of those 20 jobs that pays \$9.00 per hour. If they have any jobs after that, they will also receive dollar for dollar credit on those as long as they pay at least \$9.00 an hour. If they pay someone less than \$9.00 an hour they get \$0.50 per dollar for that. She said we anticipate, this is a five year agreement, they will be able to pay it off before then, but it will only be paid off through job creation. One of the jobs that they create will pay at least \$12,000 per year and will go to pay a portion of the lease amount. She said they raised the lease amount just a little bit and so pursuant to LEDA and the anti-donation clause we are allowed to use this LEDA money in order to pay for part of that. There will be one dedicated job that will add to the lease amount every year and there are some built in provisions to ensure that. She said she will explain this when we get to item nine.

Mayor Boss said he thinks it is important that we let the public understand how LEDA funds work. He said this is typical of a LEDA contract. He said you participate in agreement, you don't pay back in dollars, and you pay back with effectively dollars that you are paying to employees at a certain wage rate. City Attorney Schreiber said yes and every dollar that we lend will be paid back through job creation that is paid to a citizen here in town.

Commissioner Baldwin moved to approve.

Commissioner Sikes seconded the motion.

Roll call vote was taken.

Motion carried with a vote of 6-0-0.

9. Consider, act upon and approve the modification of the lease agreement between Downtown Venture Corporation and the City of Alamogordo. (City Manager, Maggie Paluch, City Attorney, Petria Schreiber, City Planner, Darron Williams, and Assistant City Manager, Brian Cesar)

City Attorney Schreiber pointed out two mistakes on the lease agreement. She said the most glaring, that is not a typo, is found in 5.1.3 liquidated damages where it references the balance of the \$500,000 operations loan amount, so that will need to be stricken from this lease since there is no loan happening here. She pointed out to the Commission in section five the lease amount calculation will tell you that the lease amount in cash is still \$24,000 per year but because the estimated fair market lease value of the building is approximately \$36,000 per year we are dedicating one of the LEDA jobs to pay that additional \$12,000 per year. She said \$12,000 of the job creation fund is earmarked to pay that part. She said if Mr. Chun, at any point, would not provide that job or default on it, this raises automatically to \$36,000 in cash per year. She talked about additional provisions and why they were included on this lease. She said the last time we passed this document it was passed in a substantially different version. We do need to consider and act upon a modification of the documents tonight should we choose to pass this so the wording will have to be precise on that.

Mayor Boss said to make it clear, that's 20 employees on the original agreement and an additional employee on the \$12,000, that is 21 employees total. City Attorney Schreiber said absolutely. She said we have seen the business plan and we have seen the organizational chart and we anticipate that

he will have well over 21 employees, which should not be a problem. We estimate that it will be somewhere between 30 and 40 employees. She said he should be able to take care of this LEDA obligation much faster than the agreement even calls for.

Mayor Pro-Tem Hernandez asked where they came up with the fair market value on the rent. City Attorney Schreiber said this is something that we did go to an outside firm about and did get a legal opinion about. She said what we did is that we looked at Starmax in Deming. She said there are some differences between Starmax's building and our building, including the fact that they have a movie theater in their building. She said there is no Entertainment Center like this in a similar area, so we really had to look at what the commercial rates were as well as what we had when we've taken the bid out. She said what we have been offered and what people are willing to lease the building for and typically what we have heard from people is somewhere between \$30,000 and \$40,000, which is how we came up with the \$36,000 amount. When we ran it by outside counsel they said that is a fair explanation. We will get an appraisal on the building but that is obviously impossible to do before it is built and before it is functional. As long as we have facts and reasons behind it, that is enough for the State at this point.

Mayor Pro-Tem Hernandez said he agrees and understands that, he just felt it was a little low. He said if we have to at some point, we could adjust it. He said he didn't expect to do something right away, but if something came up; we could probably figure out how to make it. City Attorney Schreiber said one discussion that she had without our outside counsel is that typically in commercial real estate it is not really the value of what someone is willing to pay, but when you have an establishment like this that is new and novel to the area and something that we haven't seen before and there is no like businesses, that we'll control a lot of the market. If we set this lease amount very high and we could find no one then that is how we know it is too high. It was fair to look at what we were being offered and what we were able to negotiate and come up with a fair market value that way.

City Attorney Schreiber stated the motion will have to be to modify the vote taken on October 26, 2017 to approve the new documents and this newly modified lease agreement. Commissioner Payne asked if that would include taking out 5.1.3, the \$500,000. City Attorney Schreiber said yes that will include striking that amount, it will be included in the modification.

Commissioner Payne moved to approve.

Commissioner Turnbull seconded the motion.

Motion carried with a vote of 6-0-0.

10. Consider and act upon final publication of Ordinance No. 1544 amending and adding sections of Chapter 28 of the Alamogordo Code of Ordinances regarding water and sewer services. (Mark Threadgill, Customer Service Manager) (Roll Call Vote Required)

Customer Service Manager Threadgill said this is the same Ordinance that was passed for first publication and the vote today would be for adoption.

Commissioner Payne said for an empty house, a property that has a dwelling on it but is vacant, did we decide on \$13. Customer Service Manager Threadgill said they would pay the monthly water base rate, which is established by meter size and 99 percent of the residential properties is three quarter inch which is \$13.90 a month. She said okay. She said the question came up because she received an email from somebody that said they had to pay \$30, but that is because we haven't actually passed this yet. Customer Service Manager Threadgill said that is correct, right now for the typical residence it is \$29.93 a month.

Mayor Pro-Tem Hernandez said he appreciates all the hard work City staff has done but he still does not agree with the charges. He said he actually had a constituent come up about the Amber Skies issue. He said he will not be supporting this tonight, but he wanted to make sure that staff understood that he appreciates their hard work.

Commissioner Payne moved to approve.

Commissioner Turnbull seconded the motion.

Roll call vote was taken.

Motion carried with a vote of 5-1-0. Mayor Pro-Tem Hernandez voted nay.

11. Consider, and act upon first Publication of Ordinance No. 1554, a Map amendment to the Official Zoning Map of The City of Alamogordo to rezone the property from R-1 Single Family Dwelling District to C-1 Neighborhood Business District contingent upon permit issue for building and actual ground breaking of the church complex located on Scenic Dr. south of First St. (*Darron Williams, City Planner*) (Roll Call Vote Required)

City Planner Williams said this in regards to an application to change an R-1 zoned district to C-1 on behalf of the Cottonwood Christian Fellowship. He showed a power point presentation. He showed the location of the land they have purchased and intend to build a new Church and Congregation. He said as to avoid any kind of conflicts in the far future, premise the Church expands even further, looks at new property and sells; part of their business plan is to introduce a public day care. He said as to make sure that works well it was recommended by our office and concurred by Planning and Zoning that they upgrade this to Commercial one (C-1) neighborhood business. He showed compatible zoning and explained where this zoning is located. He said they did have one returned notice unopened and one negative comment from a neighbor, the rest of the comments to Planning and Zoning were from County residents that are nearby. He said Planning and Zoning did unanimously vote to support this and staff recommendation is to approve as well. (See Power Point in Blue Book).

Mayor Pro-Tem Hernandez asked what the facades will be on the building, will it be finished or metal. City Planner Williams passed the question on to Pastor Gilloth.

Pastor Gilloth said right now it is a stucco siding. He said it is going to be built to blend in to the surroundings; it is not going to be a structure that is odd to the area. He said if you look to the south you will see all those nice southwestern homes well it is going to be along those lines. Mayor Boss said it will be a metal building with a stucco façade. Pastor Gilloth answered right, with some rock work on the front.

Mayor Pro-Tem Hernandez said when we have a Congregation like this; there is always an issue of parking. Pastor Gilloth said there is 10 acres out there so there will be more than adequate space for parking. He said parking is always an issue so you always want to have more than enough so we've planned that in there.

Mayor Pro-Tem Hernandez asked City Attorney Schreiber if the Commission could approve this with the contingency that the building is finished and not metal sided. City Attorney Schreiber said yes, that is not how it reads but we can read that into the record if that is what the Commission would like to do. Mayor Boss said all we are doing is changing the zoning; we are not issuing a permit. City Attorney Schreiber said the zoning change currently is already put before you contingent upon a permit issue for the building. Mayor Boss said but we can tie it into the permit. City Attorney Schreiber said if we wanted to add some additional stipulations we could do that at this point. Mayor Pro-Tem Hernandez said he would like to protect the houses that are up there. He said he trusts the Pastor but if he leaves and someone else takes over or something happens that the Congregation changes and they change their mind in the middle of this because of cost or something, then we are going to be bombarded by residents that have \$400,000 or \$500,000 homes up there.

City Planner Williams said to put this at ease; the issue is non-metal siding, so whether it is stucco or any other prepared surface siding that is fine. Mayor Pro-Tem Hernandez said it would have to be some type of stucco, rock, brick or something of that sort. He said it could be fake as long as it looks real. Mayor Boss said in other words it can be a metal building as long as it is covered with some other façade. Mayor Pro-Tem Hernandez said yes, something that blends in with what is there. City Planner Williams said his concern is being careful about stipulating too arduous a standard. Mayor Pro-Tem

Hernandez said no as long as it blends in with what is there. He said if not the residents are going to come and complain, even though they are County residents. City Planner Williams said actually their complaints were anticipation of noise.

Mayor Boss asked if a motion can be made where the Commission puts the stipulation that the façade be something that is in harmony, he was not sure how to word it, with the other houses. City Attorney Schreiber said correct, the Commission will just have to move how they want it to read. She said it will just be up to the Commission how you would like the contingency to read, unless City Planner Williams has a suggestion.

City Planner Williams said contingent upon the structure exterior being something other than metal or wood siding. He asked if that was sufficient. Mayor Pro-Tem Hernandez said the motion he would make is to match the exterior of the homes to the south and east of the building. Mayor Boss said which would make it stucco. Mayor Pro-Tem Hernandez said well it wouldn't have to be exact, but it would have to blend in with those, it could be brick, or it could be rock.

City Planner Williams suggested contingent upon the structures exterior blending with adjacent neighbors. Mayor Pro-Tem Hernandez said to the south and east. City Attorney Schreiber said we should also add that we should put color stipulations. She asked it is more like a color stipulation we are looking for correct, it is more of a façade. City Planner Williams said it's the surface itself, yes façade. Mayor Pro-Tem Hernandez said he does not want to restrict them too much, he wants them to build their building however they want to, but he does not want to get in trouble down the road.

Pastor Gilloth handed City Planner Williams a picture to show the Commission. Mayor Pro-Tem Hernandez asked Pastor Gilloth if this would work for them. Pastor Gilloth said he agrees.

Commissioner Baldwin said in this case, instead of making the stipulation heavy handed; make it so they follow through with their original plans.

Mayor Pro-Tem Hernandez moved to approve with the stipulation that they follow through with the original drawing or similar.

Mayor Pro-Tem Hernandez moved to approve.

Commissioner Sikes seconded the motion.

Roll call vote was taken.

Motion carried with a vote of 6-0-0.

12. Consider, and act upon, Application for Assignment of Airport Lease for Area E6-C at the Alamogordo-White Sands Regional Airport, from Douglas Brugman to Don Gressman. (Petria Schreiber, City Attorney)

City Attorney Schreiber said this is a very routine matter. She said this is just a re-assignment of a lease that we received an application for.

Mayor Pro-Tem Hernandez moved to approve.

Commissioner Baldwin seconded the motion.

Motion carried with a vote of 6-0-0.

13. Appointments to Boards and Committees. (Richard Boss, Mayor)

Mayor Boss read the openings and appointed Roque Rosales to the Alamogordo Public Library Board. No one was opposed.

EXECUTIVE SESSION

14. Adjourn into Executive Session in compliance with Section 10-15-1(H), NMSA 1978 (as amended), to discuss Limited Personnel Matters; Recent Resignations and Terminations. (Roll Call Vote Required)

Commissioner Baldwin said he would make the motion, but before they go he wanted to wish everyone a Merry Christmas and thank staff for all their hard work through the first half of the fiscal year and end of year and hopes everyone has a good Christmas and a good Holiday. He said we will see you in 2018.

Commissioner Baldwin moved to go into Executive Session at 7:27 p.m.

Mayor Pro-Tem Hernandez seconded the motion.

Roll call vote was taken.

Motion carried with a vote of 6-0-0.

ADJOURNMENT

Mayor Richard Boss

ATTEST:

City Clerk Rachel Hughs

(Prepared by Eric Barraza, Deputy Clerk)

Approved at the Regular Meeting held on January 9, 2018.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 01/09/2018

Report Date: 08/15/2017

Report No: 2.

Submitted By: Rachel Hughs

Subject: Approve the statements related to the Executive Session held on December 19, 2017. *(Rachel Hughs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the following statements authorizing them to be included in the minutes of January 9, 2018: "The Governing Body of the City of Alamogordo, New Mexico, hereby states that on December 19, 2017 a Closed Executive Session was held and matters discussed in the closed meeting were limited only to: discuss Limited Personnel Matters; Recent Resignations and Terminations.

Background: The statement is required per the Open Meetings Act.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 01/09/2018

Report Date: 12/13/2017

Report No: 3.

Submitted By: Rachel Hughs

Subject: Approve Resolution No. 2018-01 determining reasonable notice of meetings of the Alamogordo City Commission (Open Meetings Act). *(Rachel Hughs, City Clerk)* **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the Resolution

Background: The Open Meetings Act requires each public body to establish its notice provisions annually. This Resolution accomplishes that requirement. The final agenda for each regular meeting of the City Commission is to be posted seventy-two (72) hours prior to the meeting.

RESOLUTION NO. 2018-01

RESOLUTION DETERMINING REASONABLE NOTICE OF MEETINGS OF THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO (ALAMOGORDO CITY COMMISSION)

WHEREAS, the State of New Mexico has determined that the formation of public policy and the conduct of business by vote shall be conducted in meetings which are open to the public, as set forth in Section 10-15-1 NMSA 1978 (As Amended); and

WHEREAS, reasonable notice of the time and place of any meeting of a public body is necessary to carry out the policy set forth above; and

WHEREAS, in those limited instances in which meetings of this Alamogordo City Commission may be closed to the public, the law and the public business also require reasonable notice to the public of the time and place of such meeting; and

WHEREAS, Section 10-15-1 NMSA 1978 (As Amended) requires each public body to determine at least annually what notice shall be reasonable when applied to the public body.

NOW, THEREFORE, BE IT RESOLVED by the Alamogordo City Commission of the City of Alamogordo, New Mexico, that reasonable time for giving notice of meetings is:

REGULAR MEETINGS: Notice shall be given at least five (5) days in advance of any regular meeting.

SPECIAL MEETINGS: Notice shall be given at least twenty-four (24) hours in advance of any special meeting.

EMERGENCY MEETINGS: Notice shall be given at least three (3) hours in advance of any meeting considering emergency matters involving a clear and present danger to the health, welfare, or safety of the citizens of the City of Alamogordo.

NOW, THEREFORE, BE IT FURTHER RESOLVED that reasonable manner for giving notice of meetings shall be:

REGULAR MEETINGS: Notices of the date, time, and place of such meeting shall be posted in at least two conspicuous places in or about the City Hall Building, Alamogordo, New Mexico, at least five (5) days prior to the meeting, or by publication [as that term is defined in Section 3-1-2(J) NMSA 1978 (As Amended) of notice of date, time, and place of meeting at least five (5) days prior to the meeting. An agenda containing a list of specific items of business to be discussed or transacted at the meeting, or information about how an agenda may be obtained, shall be posted in at least two conspicuous places in or about the City Hall Building, Alamogordo, New Mexico, at least seventy-two (72) hours prior to the meeting. Proof of notice shall be accomplished by executing and filing in the official minutes of the Commission, a certificate by the Municipal Clerk attesting to posting in compliance herewith or by the publisher of the publishing newspaper attesting to publication in compliance herewith. Notice shall be provided to broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that submit a written request for such notice.

SPECIAL AND EMERGENCY MEETINGS: Notices of the date, time, and place of the meeting shall be posted in at least two conspicuous places in or about the City Hall Building, Alamogordo, New Mexico, at least twenty-four (24) hours prior to the meeting for a Special Meeting, and at least three (3) hours prior to the meeting for an Emergency Meeting. Proof of notice shall be accomplished by executing and filing in the official minutes of the Commission, a certificate by the Municipal Clerk attesting to posting in compliance herewith. Notice shall be provided to broadcast stations licensed by the

Federal Communications Commission and newspapers of general circulation that submit a written request for such notice.

It is expressly allowed by rule of the Alamogordo City Commission that a member or members may participate in a meeting of the Commission by means of a conference telephone or other similar communications equipment when it is otherwise difficult or impossible for the member to attend in person. Each member participating by conference telephone must be identifiable when speaking, all Commission members must be able to hear each other and members of the public attending the meeting must be able to hear any Commissioner who speaks.

PASSED, APPROVED AND ADOPTED this _____ day of January, 2018.

ALAMOGORDO CITY COMMISSION

By _____
Richard A. Boss, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Schreiber, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 01/09/2018

Report Date: 01/03/2018

Report No: 4.

Submitted By: April Jones

Subject: Approve the Annual Reports from City Boards, Commissions and Committees for Calendar Year 2017. (*Rachel Hughs, City Clerk*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Accept the Annual Reports from City Boards, Commissions and Committees for Calendar Year 2017.

Background: At least once each year Public Boards, Commissions or Committees are required to present a written report to the Mayor and City Commission of its activities for the past year, any recommendations as may deemed appropriate and a record of member attendance for the term of the year. Attached are the reports for each of the Boards or Committees:

Current list of Boards, Commissions, or Committees:

- 1) Airport Advisory Board
- 2) Airport Zoning Board
- 3) Alamogordo Disability Council
- 3) Alamogordo Promotion Board
- 4) Alamogordo Public Library Board
- 5) Cemetery Board
- 6) Community Development Advisory Committee
- 7) Housing Authority Advisory Board
- 8) Mayor's Committee on Aging
- 9) Parks and Recreation Board
- 10) Planning and Zoning Commission
- 11) Senior Volunteer Programs Advisory Board
- 12) White Sands Beautification Committee

AIRPORT

ADVISORY

BOARD

City of Alamogordo Airport Advisory Board **Annual Report to the City Commission – CY2017**

In accordance with Ordinance No. 1014 requiring all Boards, Commissions and Committees submit a written Annual Report to the City Commission, the following report is submitted by the Airport Advisory Board for the calendar year of 2017.

The Airport Advisory Board is comprised of 5 members, with each member serving a 2-year term. Currently, all board member positions are filled. There were no vacancies of board member positions for the calendar year. Meetings are held on a quarterly basis, the first Thursday of the month at the White Sands Regional Airport. In 2017 the 4th quarter meeting was held on September 28, 2017 instead of the scheduled October 5, 2017. Proper public notice of the meeting change was posted as required.

The AAB membership and leadership positions remained the same all year and quorums were obtained for each of the four scheduled and two special meetings. In addition, all AAB members (in groups of 2 or less) were actively involved with a wide assortment of additional airport events, briefings, telecons and meetings.

2017 AAB activities and events:

1. The final completion of the runway extension project was accomplished by painting the appropriate FAA approved markings on the original 7,008' runway along with the additional 2,200' extension.
2. The AM coordinated with the Federal Aviation Administration (FAA) on the design and testing of the new instrument approach to the new extended runway, specifically to Runway 04.
3. The AM's reporting official was changed from the City Manager to the new Assistant City Manager.
4. The AAB changed the contract for our Airport Engineering Consultant company from Delta to Armstrong.
5. The long-delayed completion of the Airport Master Plan will now be accomplished by Armstrong. They have taken over the task – now called the Airport Action Plan – and will complete it in CY 2018.
6. ALM hosted two (2) one-week deployments of medical Army Black hawk helicopters.
7. Alamogordo's chapter of the Experimental Aircraft Association (EAA) flew three (3) Young Eagle events at ALM where many children and young adults were given free rides in locally owned and piloted powered aircraft.
8. For the third year in a row, in conjunction with Neptune Aviation, ALM and the Alamogordo Fire Department hosted the aviation portion of the annual Sacramento Mountains Wildfire Academy dubbed the "Aviation Tour", including a public "open house" and guided tours of numerous aircraft, the airport facilities, USFS facilities and Neptune facility.

9. ALM hosted Cloudcroft Boy Scout Troop 958 for an aviation field trip including an overnight stay on the airport grounds.
10. The AM & AAB worked on saving two GF-4E drones from being destroyed & used as targets and instead being transferred to the City of Alamogordo for eventual display in the city.
11. The AM and AMX made several improvements to the terminal building including: a new sign welcoming aircrew and passengers to the airport; new carpeting and recliners in the pilot lounge; and installation of an Automated External Defibrillator (AED) in the main terminal area
12. The AM took part as an evaluator at a full-scale emergency exercise in Ruidoso
13. The AMX installed new landscaping and a sprinkler system in front of the terminal
14. The airport and management received good results from an FAA 5010 inspection
15. The AM accepted an award for Delta airport consultants for engineering excellence for their design of the runway extension.
16. The AM headed the installation of new horizontal sliding gates on each of the three (3) airport access points to provide more reliable operation, additional safety features and upgraded security.
17. The AAB & AM led the purchasing of three large steel plates to place under the landing gear of the Neptune Aviation P2V's to prevent them from sinking into the tarmac. The plates will also be used for the new Neptune BAE-146's.
18. The Alamogordo City Council approved an unplanned and out-of-cycle major crack seal project (\$277,000) to prevent degradation of the soluble sub-grade under the parking areas and taxiways. This included repair of many of the sink holes by City maintenance crews.
19. Neptune Aviation completed the last contracts for the P2V airtankers and returned all seven (7) to ALM. They announced that two (2) of the P2Vs will remain at ALM to be modified, maintained and used as airshow aircraft touring the country on the airshow circuit for many years to come. The remainder of the aircraft will be sent to museums except for one (1) which will be donated to the City of Alamogordo for static display. Some of the Neptune Next Generation Large Jet Powered Airtankers – BAE-146s – will be assigned to ALM for their major maintenance work to be accomplished in the Neptune hangar, the first of which is already in place.
20. Continued a successful contract for aggressive spraying to control the proliferation of African rue
21. Bo Perry, a 16-year old Alamogordo High School student, soloed a Cessna 152 from Ed's Flying Service. Bobby Pavelka was his instructor and the New Mexico Aviation Aerospace Association provided a scholarship to help with his training expenses.
22. The AMX continued an USDA approved gopher control program with favorable results
23. The AMX used new equipment to refinish the surfaces of the airport's dirt runways resulting in the ALM dirt runways being in their all-time best condition
24. The AM worked with Armstrong to complete the engineering portion of the runway safety area project – the spreading of asphalt millings along both sides of the runway
25. The AAB made multiple inquiries on the possibility of bringing Regional Jet service to ALM
26. For the third year in a row, the New Mexico AM's Association (AMA) nominated ALM for airport of the year and the ALM AM as the airport manager of the year
27. The number of ALM stationed aircraft is on the rise with most of aircraft hangars now full

28. ALM hosted several aircraft used in the USAF's OA-X light attack aircraft test program. This included the main runway being used as the site for many low-altitude high-speed passes by each of the aircraft as part of the evaluation.
29. The AM continued to work with the Joint Land Use Study (JLUS) airspace committee.
30. The AM coordinated with Holloman Approach Control on a plan to work weekends for Radar Approach Control (RAPCON) standby operation.
31. The Alamogordo City Council approved a sum of \$10,000 to help fund the Aviation Aerospace STEM Career EXPO 2017 to be held at ALM two (2) days later.
32. ALM hosted the country's largest such event of the year on Thursday, the 5th of October when the Aviation Aerospace STEM Career Expo 2017 brought 2850 students and 4500 total visitors to the airport for aviation and STEM based displays and events. Although the weather for the first half of the day consisted of pouring rain, the event still ended up being a huge success!
33. Two days later, on Saturday the 7th of October, Alamogordo's glider club, the White Sands Soaring Association (WSSA), gave free glider flights to 49 Holloman Airmen
34. The WSSA obtained two (2) additional two-seat high-performance gliders making it one of the largest glider club fleets in the country with five (5) two-seat and one (1) single-seat aircraft
35. The ALM based Civil Air Patrol (CAP) squadron borrowed one of the WSSA's gliders, free of charge, to conduct over 60 CAP cadet orientation flights at their Summer glider camp at Hobbs, NM.
36. Bobby Pavelka of Ed's Flying Service has turned into one of the leaders in the field of retrofitting general aviation aircraft with Automatic Dependence Surveillance Broadcast (ADS-B) transponders. These will be required by the FAA as standard equipment for the vast majority of aircraft flying in the USA by 2020.
37. The AAB is working with the Alamogordo Public Schools and New Mexico State University – Alamogordo in implementing a Grow-Your-Own program in support of F-16 maintenance personnel for Holloman AFB. The first classes will begin at the High School in January. Portions of the training may occur at ALM in the future.
38. The AAB and AM have contacted the Holloman AFB Aeroclub about the possibility of moving all of their flight, training and maintenance operations to ALM.
39. As a Department of Defense approved refueling station, Exile Aviation accomplished refueling of a variety of transient Army, Marine and Air Force rotor and fixed-wing aircraft. In addition, they refueled and hangered several of the aircraft evaluated by the USAF in the OA-X test program.
40. ALM continued hosting twice-a-day service for incoming and outgoing FedEx and UPS packages.
41. As a result of successful runway load capacity testing in 2016 along with the completion of the runway extension, the allowable runway load capacity has dramatically increased resulting in ALM, for the first time, hosting contractor operated Next Generation Airtanker C-130s as well as Neptune BAE-146s.
42. Due to this year's huge success, the New Mexico Aviation Aerospace Association (NMAAA) recently voted on returning to ALM for next year's Aviation Aerospace STEM Career EXPO 2018.

43. As the final event of the year, the AAB arranged to have the City request the two QF-4Es through the NM General Services Administration (GSA) as surplus property. This will also be the first event for the new year!

Attendance:

MEMBER	MEETING 01/05/17	MEETING 04/06/17	MEETING 07/06/17	MEETING 09/28/17
Lance Grace	X	X	X	X
Manny Gonzales, Jr.	X	X	X	X
Jeff Rabon	X	X	X	
Erich Wuerschling				X
Robert Hicks	X		X	

AIRPORT

ZONING

BOARD

City of Alamogordo Airport Zoning Board
Annual Report to the City Commission – CY 2017

In accordance with Ordinance No. 2014 requiring that all Boards, Commissions, and Committees submit a written Annual Report to the City Commission, the following report is submitted for the Airport Zoning Board for the calendar year of 2017.

The Airport Zoning Board is comprised of 5 members, each serving 2-year terms. Currently, 2 positions only are filled. The 3 unfilled positions have been vacant for the calendar year of 2017. Meetings are held only as needed.

2017 AZB activities:

There were no meetings scheduled or held for the Airport Zoning Board in the 2017 calendar year.

ALAMOGORDO

PROMOTION

BOARD

City of Alamogordo Promotion Board Annual Report for 2017



In accordance with Ordinance No. 1014 requiring that all Boards, commissions and Committees submit a written Annual Report to the City Commission, below is the Annual report for the City of Alamogordo Promotion Board for 2017

The Promotion Board makes recommendations to staff and City Commission as to the promotion of the City of Alamogordo, including tourism, resident relocation, quality of life and overall marketing. The Board consists of five members (two lodging industry representatives, two tourist related industry representatives, and one at-large member): Bob Flotte, Beverly Coble, Pete Desai, Tony Mandalia, and Chris Orwoll. Promotional advertising for 2017 included billboards; print advertising in tourism magazines, visitor guides and AARP magazine; television ads in New Mexico and West Texas; digital advertising on tourism websites; brochures and rack cards for Alamogordo and various local attractions; and an update to the free mobile app highlighting Alamogordo and the surrounding area.

January 11, 2017

Lodger's tax revenue was up by \$12,229.32 over the projected income year to date. Jan Wafful reported on the economic impact of the film "Horse Soldiers" that was filming in our area. White Sands National Monument reported that December visitation was up by 11.7% over the previous December. The board approved Alamogordo tourism advertising in conjunction with the Bataan Death March event. Other discussion included the redesign of the Alamogordo brochure and rack cards, how to increase App downloads, and Sunset Digital Ads.

February 8, 2017

Lodger's tax revenue was up by \$9,636.80 over the projected income year to date. White Sands National Monument reported year to date visitation was up 20% over year to date January 2016. Alamogordo App had 409 downloads in the first 3 months, the board will be promoting it in future advertising and expect the downloads to increase. It was discussed and approved to add a military section to the app, it was also recommended and approved to do quarterly updates to the mobile app to keep the information fresh and up to date.

March 8, 2017

Lodger's tax revenue was up by \$12,198.77 over the projected income year to date. The Chamber reported 342 people visited the Visitors Center in February. White Sands National Monument reported year to date visitation was up 15.3% over year to date February 2016. Alamogordo app had 495 downloads in the first 4 months, table tents were discussed as a way to promote the app and it was decided to move forward with that idea. The board approved Pupfish logo advertising and up to \$1500 in Facebook Ads. The printing of the rack cards was delayed so that the app could be added and additional photos could be collected. Postcards and cards to attach to the small bags of white sand were discussed. Budget expenditures for FY17-18 were discussed and the board was requested to bring recommendations back to the next meeting.

April 5, 2017

No Quorum

May 17, 2017

The yearly projected revenue was increased from \$201,060.29 to \$211,161. Lodger's tax revenue was up by \$24,530.66 over the projected income year to date. The City reported that the Military Appreciation event was a success. White Sands National Monument reported year to date visitation was up 6% over year to date April 2016. Alamogordo App downloads have slowed down. Bataan Death March Ads were approved. It was reported that Bob Flotte and Dave

Hayduk made a presentation to the Commission, AARP ads were discussed and it was noted that Italian Cyclists and AAA writers will be visiting soon and the itinerary presented will be identical for both.

June 14, 2017

With the new projected revenue in place at \$211,161, Lodger's tax revenue continues to be over expected and is up by \$7,493.18 over the new projected income year to date. The Chamber reported visitation was down at 390 visitors in May 2017 over 403 visitors in May 2016. The City reported that they will have 4th Friday events at the zoo this summer. White Sands National Monument reported year to date visitation was up 2.9% over year to date May 2016, with 239,771 total visitors year to date. The AARP ad has generated over 2,000 inquires. TV Insertion orders were discussed. It was noted that in 2004-2005 the lodgers tax budget for this board was \$135,609, taking CPI into consideration the increase to date is still significant and due to the advertising, this board has done for the City over that time period.

July 12, 2017

At the end of the FY2017 year the Lodger's Tax revenue was \$220, 440.72, which is up by \$9,279.72 over the revised projected revenue of \$211, 161. The Fam Tour with the Italian Cyclists sent from the NM Tourism Dept. went very well. White Sands National Monument visitation continues to be up over the previous year to date. The app downloads continue to slow down at a total of 601 downloads. The budget expenditures were reviewed, discussed and approved. Because of the great response to the first AARP ad it was discussed and approved to place an additional ad in the Fall issue.

August 23, 2017

For the first month of the new fiscal year the Lodger's Tax revenue was \$22,776.72, which is \$5,179.97 over the projected revenue for the first month. Jim Talbert presented info on the NMAAA career expo being held at the City Airport and requested funds to advertise the event, the board approved the request. Visitor Center visitation is up at 567 compared to 479 the July prior. White Sands National Monument visitation was down for the first time this year, but only by 0.37% over the same month the year prior. Designs for new billboards were approved and a redesign for the Alamogordo NM True site was discussed. Additional ads for American Road, GuestLife and Adventure Outdoors were discussed and approved.

September 13, 2017

Lodger's Tax revenue was up by \$12,436.84, over the projected revenue year to date. The chamber reported visitation was down in August at 384 compared to 418 the year prior. White Sands National Monument visitation was up by 7.84% for the month of August and they have had 439,297 visitors year to date. App downloads continue to be flat. The board approved to move forward with the alamogordondmtrue.com website redesign. Michelle Brideaux was introduced and it was discussed that she will be the new staff liaison for the promotions boards beginning in October. Jan Wuffal was thanked for her many years of service to the Promotion Board.

October 11, 2017

Lodger's Tax revenue was up by \$11,000, over the projected revenue year to date. The chamber reported that Mike Espiritu left the chamber. Visitor Center visitation was down in September at 323 compared to 592 the year prior. The Chamber's google analytics were also discussed and the fact that "web hits" should no longer be reported as a measure for site visitation/success. White Sands National Monument visitation is up year to date but was down for the month of September year over year. It was discussed and approved to reimburse the Chamber for the AARP mailings. App downloads have suddenly spiked with hundreds of downloads from China. Michelle has been working on inventorying all the collateral material for tourism and reported that she is working hand in hand with other groups in our community working to improve quality of life, tourism and other aspects of our overall community. It was discussed and approved to expand the refresh on the tourism app and website to include additional local/regional assets. It was also reported that the new billboards were up throughout the state.

November 8, 2017

Lodger's Tax revenue was up by 21.2%, over the projected revenue year to date. The chamber reported visitation was up in October at 421 compared to 393 the year prior. White Sands National Monument visitation was up by 8.71% for the month of October. App downloads continue to be up with hundreds more from China. The commission approved the recommendations of the board to reimburse the Chamber for the AARP mailings. The board was informed that the Alamogordo tourism commercial "Let Us Take You to the Moon and Back" was a finalist for a Top HAT Award from the NM Hospitality Association. The redesign on the app and tourism website continue to move forward. The Promotion Board meeting schedule was discussed and approved for 2018.

December 13, 2017

No Quorum

Attendance for Promotions Board 2017

The Promotion Board meets the second Wednesday of each month at 1:30 pm in the General Conference Room at City Hall

Month	Present	Absent
January	Bob Flotte, Beverly Coble, Pete Desai, Tony Mandalia	(1 Vacancy)
February	Bob Flotte, Beverly Coble, Pete Desai, Tony Mandalia	(1 Vacancy)
March	Bob Flotte, Beverly Coble, Pete Desai	Tony Mandalia, (1 Vacancy)
April	<i>Meeting Canceled – No Quorum</i>	
May	Bob Flotte, Beverly Coble, Pete Desai, Chris Orwoll	Tony Mandalia
June	Bob Flotte, Pete Desai, Chris Orwoll	Tony Mandalia, Beverly Coble
July	Bob Flotte, Pete Desai, Chris Orwoll, Tony Mandalia	Beverly Coble
August	Bob Flotte, Beverly Coble, Pete Desai, Chris Orwoll	Tony Mandalia, Beverly Coble
September	Bob Flotte, Beverly Coble, Pete Desai, Chris Orwoll	Tony Mandalia
October	Bob Flotte, Beverly Coble, Pete Desai, Chris Orwoll	Tony Mandalia
November	Bob Flotte, Beverly Coble, Pete Desai, Chris Orwoll	Tony Mandalia, Chris Orwoll
December	<i>Meeting Canceled – No Quorum</i>	

2017 Total Meeting Attendance

Member	Present	Absent
Bob Flotte	10	0
Bev Coble	7	3
Pete Desai	10	0
Tony Mandalia	3	7
Chris Orwoll (began Term in May)	5	2

10 total meeting for 2017, 2 meetings were canceled due to the lack of a quorum – April & December

ALAMOGORDO

PUBLIC

LIBRARY

BOARD

ALAMOGORDO PUBLIC LIBRARY ADVISORY BOARD ANNUAL REPORT FOR CY 2017

In accordance with the Alamogordo Municipal Code of Ordinances:

CHAPTER 2 – ADMINISTRATION

- **Article 2-04. Boards, Commissions and Committees**
 - **2-04-30. – Generally – Appointments**
 - § (a). Unless otherwise provided by law, the mayor, with the advice and approval of the remaining members of the city commission shall appoint the members of the public boards, commissions, and committees.
- **2-04-50 – Generally – Organization**
 - § (c). Rules and Regulations
 - (3). At least once each year every public board, commission or committee shall present a written report to the mayor and city commission of its activities for the past year and any recommendations as may be deemed appropriate and a record of attendance of members for the term of the year.

CHAPTER 16 – LIBRARY

- **Article 16-02. Advisory Board**
 - **16-02-10. Created; duties**

The library board is created as an advisory board to both the city and county board of commissioners to insure the efficient and economical use of the Alamogordo Public Library.
 - 16-02-20. Purpose**

The library board is created as a liaison between the community and its government for the following purposes:

 - (1). To keep itself informed of library need and to serve as a forum for discussion
 - (2). To recommend to the city manager and/or city commission and the county commission policies for overall development including plans for additional library facilities and programs.
 - (3). To encourage the greatest use of library facilities and programs.
 - 16-02-30. Composition**
 - (a). The library board shall consist of seven (7) members, five (5) registered voters residing in the city and two (2) voters residing in the county, outside the city. The members shall include, as far as possible, representatives of various geographic, ethnic,

socio-economic, professional and business interests of the community.

(b). The five (5) member within the city limits of the city shall be appointed by the mayor with the advice and approval of a majority of the remaining members of the city commission.

(c). The two members residing in the county, but outside the limits of the city, shall be appointed by the chairman of the county board of commissioners with the approval of the majority of the county board of commissioners.

Library Board Members Serving 2017:

Karen Hutchison – City appointed member. Board Chairman January – June, and Secretary July – December. She is serving her third term which expires on September 5, 2018.

Bill Dennis – City appointed member. Secretary January – June, and Board Chairman July – December. He is serving his fourth term which expires on September 3, 2019.

Joel Hamilton – City appointed member. Vice Chairman July – December. He is serving his third term which expires on February 2, 2019

Kim Lopez Gallagher – city appointed member. She completed her second term which expired on November 10, 2017. She did not apply for another term. This seat is currently vacant.

County Appointed Board Member #1 - This has been a vacant seat since July 1, 2013.

County Appointed Board Member #2 - This has been a vacant seat since September 1, 2013.

Ex-officio Member – Sharon Rowe, Alamogordo Public Library Manager.

Alamogordo Public Library Advisory Board Meetings:

The Alamogordo Public Library Advisory Board complies with the *New Mexico Open Meetings Act* and adheres (as closely as possible) to *Robert's Rules of Order*.

Regular scheduled meetings are usually held on the second Wednesday of each month, unless otherwise noted. There was no meeting in February, October or November, due to a lack of a quorum.

All meetings held by the Alamogordo Public Library Advisory Board were called to order promptly at 4:00 pm. With a quorum established, any official business was clear to be discussed openly at each meeting and for vote or any necessary action to be taken.

There was no necessity for any special meetings or workshops to be conducted by the board.

Approved minutes for monthly Library Advisory Board Meetings are available at the Alamogordo City Clerk's office and from the Alamogordo Public Library.

Documents and Policies Presented to the Alamogordo Public Library Advisory Board during 2017 (for discussion and any necessary revisions):

Alamogordo Public Library Collection Development Policy July 1, 2017 – June 30, 2022.

Alamogordo Public Library Strategic Plan (July 1, 2017 – June 30, 2020).

Technology Plan - Library Mission Statement (Addendum to the Strategic Plan).

Alamogordo Public Library Patron Computer Use Policy.

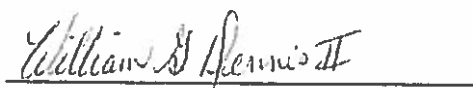
Exam Proctoring (Policy and Procedures).

Request (by Patron) for (Review and) Consideration of Material(s) available for Circulation.

General Information:

Throughout the year, the board was kept updated as to what it would mean to the library in regards to any financial decisions and possible changes or adjustments (emergencies) within the city budget. The board was also informed of the conditions for any re-imbursements and funding from the State of New Mexico, as well as any funds received from the county.

The board looks forward to a great year in 2018 with many more successful accomplishments.



December 11, 2017

William G. Dennis II
Alamogordo Public Advisory Board Chairman

CEMETERY

BOARD

ALAMOGORDO CEMETERY BOARD **ATTENDANCE REPORT CY2017**

The Cemetery Board consists of 3 members.

June 8, 2017: Regular Meeting

Members Present:

Robert Ortega, Chair

Victoria Eastman, Member

Members Absent:

Richard Merrick, Member

City of Alamogordo Cemetery Board **Annual Report to the City Commission - CY 2017**

In accordance with Ordinance No. 1014 requiring that all Boards, Commissions and Committees submit a written Annual Report to the City Commission, below is the Annual Report for the Cemetery Board for 2014.

The Cemetery Board consists of 3 members.

June 8, 2017:

Minutes were approved from the last meeting. Personnel changes were discussed and introductions made for new staff supervisor Rick McIntosh.

Indigent burials and markers were discussed in regard to rules and regulations in perpetual and non-perpetual sections. Cemetery staff was asked to provide a process description of how these type burials are handled for the next meeting. Guidelines might need to be established for this type of burial to prevent possible future issues.

HOUSING AUTHORITY ADVISORY BOARD

Alamogordo Housing Authority Advisory Board Attendance Report CY2017

The City of Alamogordo Housing Advisory Board consists of 5 members.

January 11, 2017

Members Present – Leroy Copeland, Rhonda Devine, Colleen Lenart

Members Absent – (2) Vacancies

February 16, 2017

No Meeting

March 22, 2017

Members Present – Anna Blanch Rabe, Rhonda Devine, Colleen Lenart

Members Absent – Leroy Copeland, (1) Vacancy

April 6, 2017

No Quorum

May 18, 2017

No Meeting

June 21, 2017

Members Present – Anna Blanch Rabe, Rhonda Devine, Colleen Lenart, Leroy Copeland

Members Absent – (1) Vacancy

July 20, 2017

No Meeting

August 17, 2017

No Meeting

September 21, 2017

No Meeting

October 19, 2017

No Meeting

November 16, 2017

No Meeting

December 1, 2017

No Quorum

City of Alamogordo Housing Authority Advisory Board Annual Report to the City Commission – CY 2017

In accordance with Ordinance No. 1014 requiring that all boards, Commissions and Committees submit a written Annual Report to the City Commission, below is the Annual Report for the Housing Authority Advisory Board for 2017.

The Housing Authority Advisory Board consists of 5 members.

January 14, 2017

The Board reviewed and approved a local contribution for 2% of the development costs for Bethel Development. The Board reviewed and approved the renewal of the law enforcement officer occupancy plan. The Board reviewed the progress on the Alta Vista Roofing project.

February 16, 2017

No Meeting.

March 22, 2017

The Board approved Resolution 2017-04, Open Meetings Act. The Board approved the Civil Rights Certification, HUD Form 50077-CR. The Homeownership Properties and Bethel Development were discussed but no action was taken.

April 6, 2017

There was no quorum for this meeting.

May 18, 2017

No Meeting.

June 21, 2017

The Board approved Resolution 2017-18, approving the Housing Authority budget for FY2018. The timeline for the new Admissions and Continued Occupancy Policy was discussed.

July 20, 2017

No Meeting.

August 17, 2017

No Meeting.

September 21, 2017

No Meeting.

October 19, 2017

No Meeting.

November 16, 2017

No Meeting.

December 1, 2017

There was no quorum for this meeting

MAYOR'S

COMMITTEE

ON

AGING

2017 Mayor's Committee on Aging Annual Report

January 2017

4 members, 3 vacancies

Mr. Carr expressed concern that the MCoA is becoming irrelevant. Meetings are held, but nothing meaningful is accomplished. Many member suggestions followed, such as distributing "senior priority" surveys, reaching out to seniors in the community and garnering more community involvement by holding MCoA meetings at alternate locations. A suggestion was also made to invite the Mayor to a future MCoA meeting. Ms. Carr volunteered to hand-deliver the invitation to Mayor Boss.

February 2017

4 members, 3 vacancies

Ms. Madrid suggested starting a book club at the Center. This would be a good way to get seniors involved while also providing mental stimulation.

Ms. Courtier stated that she is working on the invitation that Ms. Carr will deliver to Mayor Boss.

March 2017

4 members, 3 vacancies

Mr. Carr reported that he attended a meeting at Betty Dare Nursing Home. At the meeting, he took the opportunity to invite the Director of Nursing, the social worker and several others to the next MCoA meeting. Mr. Carr went on to say that he will continue to invite other professionals in the community who work with seniors.

April 2017

4 members, 3 vacancies

Ms. Carr reiterated that the MCoA hopes to find ways to unite ASC seniors with seniors outside of the community in order to collaborate on a senior-focused project. Mr. Carr stated that the MCoA would also like to encourage City Commission involvement such as homebound meal delivery, etc. At this point, Mayor Boss expressed an interest in going on a Meals on Wheels ride-along. Ms. Morales encouraged Mr. and Ms. Carr to make arrangements with Mayor Boss to accompany them on their Tuesday Meals on Wheels route. Ms. Carr recommended hosting a senior day in the park. The summertime "Fourth Friday" events attract the middle-aged population, but there is nothing for seniors. Mayor Boss proposed advertising MCoA-related information on social media such as the City's webpage or even as water bill inserts. He also suggested contacting other municipalities to find out what they have enacted through their own

senior boards and committees. Mr. Rich said that he will try to contact local churches and the Chamber of Commerce members to obtain feedback for the MCoA.

May 2017

4 members, 3 vacancies

MCoA meeting was cancelled due to a lack of quorum.

June 2017

4 members, 3 vacancies

MCoA meeting was cancelled due to a lack of quorum.

July 2017

4 members, 3 vacancies

Mr. Rich reported that neither the Gideons nor the Chamber of Commerce were able to release the addresses of local churches. Mr. McKown suggested contacting the local Ministerial Alliance for this information, and Mr. Rich said that he will do this.

August 2017

5 members, 2 vacancies

Mr. Rich reported that he contacted pastors and churchgoers to determine the Ministerial Alliance meeting location. However, no one was able to give him any information. Mr. McKown suggested contacting Love Inc. to see if they have the information.

Ms. Morales asked if any organizations assist in the installation of safety "grab bars" for low-income individuals. Member suggestions included contacting the manager of Lowe's Home Improvement, the Association of Contractors, the Independent Living Resource Center and / or Habitat for Humanity.

Mr. Carr reported that he invited the new manager of the White Sands Mall to a future MCoA meeting. Ms. Carr stated that she intends to invite the new President of First National Bank.

September 2017

6 members, 1 vacancy

MCoA meeting was cancelled due to a lack of quorum.

October 2017

6 members, 1 vacancy

MCoA meeting was cancelled due to a lack of quorum.

November 2017

6 members, 1 vacancy

MCoA meeting was cancelled due to a lack of quorum.

December 2017

6 members, 1 vacancy

Members discussed the possibility of holding MCoA meetings at alternate locations, and the general consensus was that this option would not be practical.

Mr. Kuchinsky suggested having the V.F.W. Service Officer come to the Center to counsel seniors on a monthly basis, and the Senior Services Supervisor said that this would be an excellent idea. She advised Mr. Kuchinsky to pass along her contact information to the Service Officer.

Mr. Kuchinsky suggested painting the donation boxes around the Center in a bright, attention-grabbing hue. This may help to increase donations. Mr. McKown agreed that this would be a good idea.

Nominations and elections of officers were held. Mr. Kuchinsky was selected as the new Chairperson, and Ms. Telles was selected as the new Vice-Chairperson.

Members decided to continue holding meetings on the third Thursday of each month in 2018.

Annual report prepared by Britney Courtier, Administrative Assistant

2017 Mayor's Committee on Aging Attendance

Member	January 2017	February 2017	March 2017	April 2017	May* 2017	June* 2017	July 2017	August 2017	September* 2017	October* 2017	November* 2017	December 2017
Carr, Jesse	✓	✓	✓	✓	*	*	✓	✓	*	*	*	----
Carr, Teresa	✓	A	A	✓	*	*	A	✓	*	*	*	✓
Heath, Rosanna	----	----	----	----	----	----	----	----	----	*	----	✓
Kuchinsky, Alan	----	----	----	----	----	----	----	----	----	*	----	✓
Madrid, Blaza	✓	✓	✓	✓	*	*	✓	A	*	*	*	✓
Nicholson, Kenneth	----	----	----	----	*	*	----	----	----	*	*	✓
Rich, Thomas	A	✓	✓	✓	*	*	✓	✓	*	*	----	----
Telles, Barbara Jo	----	----	----	----	----	----	----	✓	*	*	*	✓

* Indicates that there was no meeting due to cancellation or the lack of a quorum.

Alamo Senior Center

PROPOSED AGENDA

The Mayor's Committee on Aging will hold its meeting on Thursday, August 17th, 2017 at 1:15 PM in the Staff Conference Room.

1. Call to Order and Roll Call
2. Invocation and Pledges of Allegiance
3. Review of July 20th, 2017 minutes
4. Presentations:
 - A. Alamo Senior Center Manager: Peter McKown
 - B. RSVP/SCP/FGP Administrator: Julie Baker
 - C. Home Services Supervisor: Magdalena Morales
 - D. Senior Services Supervisor: Violet Norman
5. Unfinished Business
 - A. Projects for MCoA members
6. New Business
7. Unscheduled Communication
8. Adjournment

CITY OF ALAMOGORDO
Mayor's Committee on Aging
Regular Meeting Minutes
August 17, 2017
Alamo Senior Center
Staff Conference Room at 1:15 PM

MEMBERS PRESENT:

Jesse Carr
Teresa Carr
Thomas Rich
Barbara Jo Telles

STAFF PRESENT:

Julie Baker –SVP Administrator
Magdalena Morales–Home Services Supervisor
Peter McKown –ASC Manager
Britney Courtier –Administrative Assistant

ASSOC. MEMBER:

STAFF ABSENT:

Violet Norman –Senior Services Supervisor

MEMBERS ABSENT:

Blaza Madrid

GUESTS PRESENT:

-
1. Call to Order: Ms. Carr called the meeting to order at 1:17 p.m.
Roll Call: Ms. Courtier
 2. Invocation: Mr. Rich
Pledges of Allegiance: All
 3. Approval of agenda: Agenda approved
 4. Approval of minutes of the April 20th, 2017 MCoA meeting: the minutes were accepted as written.
 5. Presentations:
 - A. Peter McKown –ASC Manager
Written report for July of 2017 was provided.
The next big ASC event is the health fair that is scheduled for September.
Violet Norman recently tendered her two week resignation. Ms. Norman has accepted the Manager position at the Tularosa Senior Center, and she will be greatly missed by all.
 - B. Julie Baker –SVP Administrator
Written report for July of 2017 was provided.
The focus of SVP staff has shifted from the new fiscal year to preparations for the upcoming spaghetti dinner fundraiser. This event is scheduled for Friday, October 13th from 5:00 – 8:00 p.m. at the Civic Center. A bake sale and silent auction will be part of this event; the proceeds from both of these additional items will go towards travel provisions for Foster Grandparents to attend the 2018 National Convention.
 - C. Magdalena Morales –Home Services Supervisor
Written report for July of 2017 was provided.
Ms. Morales began home-delivered meal service for a new one-hundred-and-one year old client.

6. Unfinished Business: Small projects for MCoA members:

Mr. Rich reported that he has contacted pastors and churchgoers to determine the meeting place of the Ministerial Alliance. However, no one has been able to give him any information. Mr. McKown suggested contacting Love Inc. because he believes they might have information on the Alliance. Mr. Rich stated that he intends to continue his efforts to locate the Alliance, and he will also contact Love Inc. as part of this effort.

7. New Business: None

8. Unscheduled Communication:

Ms. Morales asked if there is an organization that will assist in the installation of safety "grab bars" for those who are low income. Mr. Carr suggested contacting the manager from Lowe's Home Improvement because he is involved in community service and has available resources. Ms. Telles suggested contacting the Association of Contractors to see if they would be interested in taking on a community project. Mr. McKown further suggested contacting the Independent Living Resource Center and/or Habitat for Humanity. Ms. Telles mentioned that doctors will often write prescriptions for canes, walkers, etc. If an individual had a prescription for a grab bar, perhaps Medicare would help to pay for it.

Mr. Carr reported that he met Ms. Ida Mangum, the new Manager of the White Sands Mall. Ms. Mangum has promised to come to a future MCoA meeting. She also offered to make a display at the mall for ASC quilts.

Ms. Carr met the new president of First National Bank, and she intends to invite him to a MCoA meeting. Perhaps future MCoA meetings could be held at the bank.

9. Mr. Carr motioned for the meeting to be adjourned. Motion seconded by Mr. Rich. Motion passed. Meeting adjourned at 2:06 p.m.

10. The next meeting will be held Thursday, September 14, 2017 at 1:15 P.M. in the ASC Staff Conference Room.

Respectfully submitted,



BRITNEY COURTIER
ASC Administrative Assistant

Approved by MCoA Board,

JESSE CARR
MCoA Chairperson

ABBREVIATIONS and ACRONYMS:

AAA	Area Agency on Aging
AARP	formerly American Association of Retired Persons
ASC	Alamo Senior Center
FGP	Foster Grandparent Program
HB	Homebound
HDM	Home Delivered Meals
HIBAC	Health Insurance Benefits Advisory Council
HS	Home Services
MAR	Monthly Accounting Report
MCoA	Mayor's Committee on Aging
MOW'S	Meals on Wheels
NAC	Nutrition Advisory Council
RSVP	Retired Senior Volunteer Program
SAC	Senior Advisory Council
SCP	Senior Companion Program
SS	Senior Services
SVP	Senior Volunteer Program
UOS	Units of Service
VSF	Volunteer Service Years

Mayor's Committee on Aging Report For the month of: August, 2017

- ✦ Total transportation units for the month were 1130.
- ✦ Staff completed 21 New Senior Assessments and 44 Reassessments.

Administrative (Peter McKown, ASC Manager)

On August 1st, ASC Manager Peter McKown attended the Otero County Community Health Council at La Frontera from noon to 1:30 p.m.

On August 9th, the ASC Manager attended the Thrive New Mexico (formerly United Way) campaign kick-off at GCRMC. He also attended the Nutrition Advisory Council meeting on August 10th and the Senior Advisory Council meeting on August 16th.

Home Delivered Meals and Homemaker Program (Magdalena Morales, Home Services Supervisor):

On August 3rd, all staff attended the monthly staff meeting / training. This month's training was presented by Tresa VanWinkle from CAPPED. Ms. VanWinkle gave an overview on her agency. Supervisors met with the ASC Manager on a bi-weekly basis to discuss issues, concerns, and upcoming events.

Several staff members met with the ASC Manager to receive training on the OneNote program. Three additional trainings will follow on a bi-weekly basis.

Kayla with Kayla's Promise Dog Rescue donated several bags and cans of dog and cat food for distribution to our homebound in need. This program helps to alleviate some of the spending costs for pets, thereby helping seniors to focus more on their bills. Everyone who received the donations was very grateful. This is a program that Kayla will coordinate with the Home Services Program on a monthly basis. Currently, it is only geared toward clients on the Meals on Wheels Program.

- ✦ HB Breakfast: 232
- ✦ HB Lunch: 2,862
- ✦ HB Weekend Breakfast: 24
- ✦ HB Weekend Lunch: 72
- ✦ Homemaker UOS: 103.25
- ✦ *Assessments/Reassessments of HDM clients: 32
- ✦ *Assessments/Reassessments of Homemaker clients: 3

Senior Services (Violet Norman, Senior Services Supervisor):

On August 2nd, the ASC provided transportation for seniors to the Civic Center for the monthly commodity distribution. This distribution was sponsored by the TSA – Roswell Commodity Supplemental Food Program. Seniors were dropped off at 9:45 a.m. and picked up at 11:00 a.m.

The Savvy Caregiver course was provided at the Center each Tuesday from 10:00 a.m. to noon. This is a seven week program that is sponsored by the Alzheimer's Association.

Selmo provided music entertainment for the Friday evening dance on August 11th. With 47 in attendance, this event brought in a donation of \$94.00. Selmo provided music for the Friday evening dance on August 25th. With 39 in attendance, this event brought in \$78.00 towards senior programs. On August 18th, Ernest provided music entertainment for the Friday evening dance. With 32 in attendance, this event brought in a donation of \$64.00 towards senior programs.

On August 17th, the AARP Driver Safety Class was presented in the ASC Classrooms from 9:00 a.m. – 3:00 p.m. This is a very popular class, and individuals will often sign up weeks in advance.

Dee from Assurance Wireless set up in the lobby of the Center on August 30th. Her program provides cell phones for seniors in need. However, many of the seniors that she met with did not have the required documentation to qualify for the program. Consequently, Dee came back to the Center on the following day to give those seniors another opportunity to apply for a cell phone.

On August 30th, August birthdays were celebrated in the dining room. Bee Hive Homes donated a beautifully-decorated marble sheet cake with whipped frosting. Seniors enjoyed punch along with their cake.

Senior Volunteer Programs (Julie Baker, SVP Administrator):

On August 16th, SVP staff attended the monthly SVP Advisory Council meeting.

Kitchen (Monica Moreno, Acting Kitchen Administrator):

On August 4th, the kitchen served green chili cheeseburgers, a meal that is very popular with our seniors. This was a very successful meal, and there was a higher head count on this day.

On August 9th, the ASC hosted the Leadership Otero group for lunch. It was good to see that the group was pleased with the meal. This group was also given a tour of the ASC facilities.

The new cook, Thelma, began work on August 14th. This new cook, Thelma Perea, began work on August 14th. With approximately 30 years of cooking experience, Ms. Perea is doing an awesome job. So far, the seniors love her beef stew and sweet and sour pork. Kitchen staff is very pleased to have Thelma on board.

Kitchen staff performed as much deep cleaning on the kitchen as possible while also preparing meals. A new Kitchen Administrator was chosen and should be able to start work in the near future.

Nutrition/Meal Counts:

Number of days served in the month: 23
Total Congregate Meals Served (Includes Guest and Staff): 3,619
Eligible Congregate Meals Served: 3,598
Guests and Staff: 21
Home Delivered Meals Served: 3,190
Congregate Donations (Includes Guest and Staff): \$5,468.32
Home Delivered Meal Donations: \$2,522.09

Congregate Average: \$1.51
Home Delivered Average: .79

ABBREVIATIONS and ACRONYMS:

AAA	Area Agency on Aging
AARP	formerly American Association of Retired Persons
ASC	Alamogordo Senior Center
CNCS	Corporation for National and Community Service
GCRMC	Gerald Champion Regional Medical Center
HDM	Home Delivered Meals
HIBAC	Health Insurance Benefits Advisory Council
MCoA	Mayor's Committee on Aging
NAC	Nutrition Advisory Council
NM ALTSD	New Mexico Aging and Long-Term Services Department
NSIP	Nutritional Service Incentive Program
RSVP	Retired Senior Volunteer Program
SAC	Senior Advisory Council
SAMS	Social Assistance Management System
FGP	Foster Grandparent Program
SVP	Senior Volunteer Program

December 19, 2017

Re: Signature on August MCoA minutes

To Whom It May Concern:

I was not able to get a signature on the August MCoA minutes due to the fact that our Chairperson, Jesse Carr, is ill and unable to sign. Thank you for your understanding, and please let me know if any questions.

Sincerely,

A handwritten signature in blue ink that reads "Britney Courtier". The signature is written in a cursive, flowing style.

Britney Courtier
ASC Administrative Assistant

Alamo Senior Center

PROPOSED AGENDA

The Mayor's Committee on Aging will hold its meeting on Tuesday, December 12th, 2017 at 1:15 PM in the Staff Conference Room.

1. Call to Order and Roll Call
2. Invocation and Pledges of Allegiance
3. Review of August 17th, 2017 minutes
4. Presentations:
 - A. Alamo Senior Center Manager: Peter McKown
 - B. RSVP/SCP/FGP Administrator: Julie Baker
 - C. Home Services Supervisor: Magdalena Morales
 - D. Senior Services Supervisor: Brittany Clark
5. Unfinished Business
 - A. Projects for MCoA members
6. New Business
 - A. Nominations / Election for Chairperson and Vice-Chairperson
 - B. 2018 Meetings
7. Unscheduled Communication
8. Adjournment

CITY OF ALAMOGORDO
Mayor's Committee on Aging
Regular Meeting Minutes
December 12, 2017
Alamo Senior Center
Staff Conference Room at 1:15 PM

MEMBERS PRESENT:

Teresa Carr
Rosanna Heath
Alan Kuchinsky
Blaza Madrid
Kenneth Nicholson
Barbara Jo Telles

STAFF PRESENT:

Peter McKown –ASC Manager
Magdalena Morales–Home Services Supervisor
Brittany Clark—Senior Services Supervisor
Britney Courtier—Administrative Assistant

ASSOC. MEMBER:

STAFF ABSENT:

Julie Baker –SVP Administrator

MEMBERS ABSENT:

GUESTS PRESENT:

-
1. Call to Order: Ms. Telles called the meeting to order at 1:22 p.m.
Roll Call: Ms. Courtier
 2. Invocation: Ms. Telles
Pledges of Allegiance: All
 3. Approval of minutes of the August 17th, 2017 MCoA meeting: Mr. Kuchinsky made a motion to approve the minutes, and Ms. Madrid seconded the motion. All were in favor.
 4. Presentations:
 - A. Peter McKown –ASC Manager
Written report for November of 2017 was provided.
An assessment station has been set up across from the Nutrition Desk. In an effort to comply with State requirements, staff has been able to process quite a few senior assessments during the lunch hour.
The Center's annual Health Fair that was held in September was a success.
Everyone had a good time at the annual Thanksgiving Luncheon. Including homebound, there were 520 meals served on this day. The annual Christmas luncheon is scheduled for this coming Friday.
Mr. McKown is currently working on next year's budget. Unfortunately, revenues from consumer donations are down quite a bit. An editorial will be added to the January issue of the Sentinel newsletter to inform about the importance of these donations.
The New Year's Eve Dinner and Dance is scheduled for Friday, December 29th from 5:00 – 9:00 p.m. Tickets are on sale for \$15 each.
Mr. McKown has been in the ASC Manager position for just five months, and he is learning every day. Many other staff members are also very new in their positions to include the Information and Resource Coordinator, the Senior Services Supervisor, the Receptionist and one

of the Bus Drivers. Additionally, the kitchen is short by two staff members.

B. Magdalena Morales –Home Services Supervisor

Written report for November of 2017 was provided.

Home Services staff will collect approximately 275 gifts from hospital staff on December 18th. The gifts were purchased by the hospital staff, and each homebound client will receive three gifts. Homebound meal volunteer drivers will deliver the gifts on December 19th.

C. Brittany Clark –Senior Services Supervisor

Written report for November of 2017 was provided.

Ms. Clark has been in her position for three weeks, and she is learning new information every day.

6. Unfinished Business:

A. Projects for MCoA Members:

Ms. Telles asked Ms. Morales if the safety grab bars she mentioned in the August MCoA meeting are still a possibility. Ms. Morales explained that she was just checking on possibilities at the request of a homebound meal client. Ms. Telles stated that she is still in the process of contacting the Association of Contractors.

Member discussion ensued regarding the possibility of holding MCoA meetings at alternate locations. The general consensus was that alternate meeting locations would exceed the limits of practicality. For example, staff members are already housed at the Center and would have to spend valuable time commuting to the alternate meeting site.

7. New Business:

A. Nominations / Elections for Chairperson / Vice-Chairperson:

Ms. Heath made a motion to appoint Mr. Kuchinsky as Chairperson and Ms. Madrid seconded the motion. All were in favor.

A voice vote was taken to appoint Ms. Telles as Vice-Chairperson. All were in favor.

B: 2018 Meetings:

Ms. Telles made a motion to continue holding meetings on the third Thursday of each month in 2018. Ms. Carr and Ms. Madrid seconded the motion. All were in favor.

8. Unscheduled Communication:

Mr. Kuchinsky reported that he has been in contact with the VFW Service Officer who said that he is willing to come to the Center for four hours each month. The Service Officer advises individuals concerning their VA benefits, and this would be a very valuable resource for our seniors. Ms. Clark responded that she would love to have the Service Officer come to the Center each month. She asked Mr. Kuchinsky to pass along her contact information in order to get him on the schedule. Once he is added to the schedule, Mr. Kuchinsky further suggested adding the information to the calendar, newsletter, etc.

Ms. Telles asked if tax deductible receipts are given for material donations to the Center. Mr. McKown responded that "open" receipts are given upon request only. These receipts state basic information such as item donated, name of donor, date of donation, etc. Staff is unable to determine the value of donations, so it would be up to the individual to supply that information.

Ms. Telles asked if the suggested donation for meals could be raised from \$2.50 to \$3.00. Peter responded that the suggested donation amount is set by the AAA.

Mr. Kuchinsky suggested painting the donation boxes around the Center in a bright, attention-grabbing hue. Mr. McKown said that this would be a very good idea. Mr. Kuchinsky further suggested contacting local businesses to solicit donations. Mr. McKown explained that the money businesses pay to advertise in the Sentinel newsletter is considered a donation.

Mr. Kuchinsky officially introduced himself to the Committee. He is retired Air Force, and he raised his family here in Alamogordo. He is very dedicated to the V.F.W. and has served as Post Commander, District Commander and State Commander.

9. Ms. Heath motioned for the meeting to be adjourned, and the motion was seconded by Mr. Kuchinsky. Motion passed. Meeting adjourned at 2:10 p.m.

10. The next meeting will be held **Thursday, January 18th, 2017 at 1:15 P.M.** in the ASC Dining Room.

Respectfully submitted,

Approved by MCoA Board,

BRITNEY COURTIER
ASC Administrative Assistant

JESSE CARR
MCoA Chairperson

ABBREVIATIONS and ACRONYMS:

AAA	Area Agency on Aging
AARP	formerly American Association of Retired Persons
ASC	Alamo Senior Center
FGP	Foster Grandparent Program
HB	Homebound
HDM	Home Delivered Meals
HIBAC	Health Insurance Benefits Advisory Council
HS	Home Services
MAR	Monthly Accounting Report
MCoA	Mayor's Committee on Aging
MOW'S	Meals on Wheels
NAC	Nutrition Advisory Council
RSVP	Retired Senior Volunteer Program
SAC	Senior Advisory Council
SCP	Senior Companion Program
SS	Senior Services
SVP	Senior Volunteer Program
UOS	Units of Service
VSU	Volunteer Service Years

December 19, 2017

Re: Signature on December MCoA minutes

To Whom It May Concern:

The December MCoA minutes will not be approved until the January meeting. At that time, the minutes will be signed by our newly appointed Chairperson. Thank you for your understanding, and please let me know if any questions.

Sincerely,



Britney Courtier
ASC Administrative Assistant

**PARKS
AND
RECREATION
BOARD**

ALAMOGORDO PARKS AND RECREATION BOARD
ATTENDANCE REPORT CY2017

The Parks and Recreation Board consists of 7 members.

January 11, 2017:

Members Present- Ray Vincent, Dorie Neasham, Jerry Lott, Dale Lindley, Moyra Robuck, Paul Sanchez

Members Absent- Jerrett Perry

April 12, 2017:

Members Present- Ray Vincent, Dale Lindley, Jerry Lott, Moyra Robuck, Paul Sanchez

Members Absent- Jerrett Perry, (1) Vacancy

April 20, 2017: Special Meeting

Members Present- Ray Vincent, Dale Lindley, Moyra Robuck, Paul Sanchez

Members Absent- Jerrett Perry, Jerry Lott, (1) Vacancy

July 12, 2017:

Members Present- Ray Vincent, Dale Lindley, Moyra Robuck, Jerrett Perry

Members Absent- Paul Sanchez, Jerry Lott

August 31, 2017: Special Meeting

Members Present- Ray Vincent, Dale Lindley, Moyra Robuck, Lori Adams, Paul Sanchez

Members Absent- Jerry Lott, Jerrett Perry

October 11, 2017:

Members Present- Ray Vincent, Dale Lindley, Moyra Robuck, Lori Adams, Paul Sanchez

Members Absent- Jerrett Perry, Jerry Lott

City of Alamogordo Parks and Recreation Board **Annual Report to the City Commission - CY 2017**

In accordance with Ordinance No. 1014 requiring that all Boards, Commissions and Committees submit a written Annual Report to the City Commission, below is the Annual Report for the Parks and Recreation Board for 2017.

The Parks and Recreation Board consists of 7 members.

January 11, 2017:

Old business was discussed at length. These were pool closure; pool repairs; and other land needs for a proposed bark park. Recreation center events, services and basketball programs were discussed. Attendance remains high for those events and programs. Recreation center staffing has been filled, and was discussed in relation to programs and events. A cover for the existing pool was discussed in relation to a bond for that item. No bond can be done for this expense due to other bonding actions in progress. The board voiced concerns about the pool and its needs.

The code of ordinance pertaining to the role of an advisory board to the city commission was discussed with a long list of items in regard to city funds, where those would come from and how they would be spent by the city. The permanent stage at Washington Park was discussed in regards to the same concerns by the board. The advantages of a permanent stage versus the older mobile stage was discussed as very positive in manpower and time by city staff. A splash pad and Bonito Lake needs were discussed. Bonito Lake was discussed in relation to natatorium bonds to restore the camp grounds. Staff explained that this project would far exceed those funds and would not be enough to complete it and any other projects. Suggestions were made as to other new and replacement items, such as a new bark park, zoo walking paths and benches specifically.

New Business was discussed. Recreation center manager, Regina Michaud presented a change to the sponsorship form for an annual financial proof statement for parents to last for a period of one year. A motion was made, seconded and passed to recommend approval of this beneficial annual change.

April 12, 2017:

The minutes were corrected and approved from the last meeting.

Old business was discussed. The pool heater was replaced ahead of schedule. Parks is obtaining pricing for a possible new dog park. The natatorium listing is based on safety / health related issues as a priority for listing items to be paid for or accomplished with those funds. Animal watering at the current dog park has been an issue. The parks manager explained the steps being taken to remedy that issue.

The retaining wall in relation to engineering was discussed for the recreation center. Costs are going down for this and only repairs are needed.

Updates were given on the list of ongoing projects at Washington Park, Desert Foothills Park, the zoo, and Bonito Lake.

New business was discussed and a report was given on the recreation center, its activities and program sports with the various city leagues. Parks reports were given with an update of activities and projects.

Kids Kingdom updates on insurance and projects were given. Ideas on water delivery and other types of suggestions were exchanged.

The rules for the operation of the parks and recreation advisory board was discussed. Robert's rules of order were brought up as a helpful guideline for all city boards. Staff and boards discuss items, but staff are aware of availability of resources and restrictions to those resources and funding. It is hoped that board meetings can go more smoothly and productively by following these guidelines. Advisory board presentations can show the commission what the boards consider and advise to the commission in the way of recommendations or accomplishments.

April 20, 2017: Special Meeting

A presentation by the City of Alamogordo legal department was given on the Open Meetings Act for governing boards and committees. These are not followed by non-governing boards, and Robert's Rules of Order is the adopted guidelines for advisory board to the city commission, who is the governing body. Agendas are for city staff to gather information before the meeting for the board, such as reports and numbers attended. Clarification on agenda items and placements of recommendations were discussed.

July 12, 2017:

Old business items were discussed. Those to be added to the agenda were: the bark park, the Washington park stage, and the lifeguards. New business was discussed. Items to be added to the agenda were the zoo and Bonito lake camp grounds. A motion was made to add these items, seconded and motion passed by the board. All of these items added as agenda items were discussed but no related action items took place for any of these items. It was explained that the zoo has its own advisory board, and that Bonito camp grounds are not under the scope of this parks and recreation advisory board for items within the city.

The minutes for April 12th meeting was presented and approved. Recreation and parks reports were given on quarterly activities. Kids Kingdom was discussed at length. Effluent water was a suggested agenda item for the next meeting.

August 31, 2017: Special Meeting

The plans and option changes for the Kids Kingdom Re-build were discussed. Options for park expenditures and security were discussed in relation to the Options provided by the city for the choices of the city commission. It was moved, seconded and passed to recommend an additional option-by recommending the commission amend Option 2C to move \$47,000 from site improvements and put that amount into the rest of the other projects. It was agreed that the \$47,000 would best be utilized by covering the \$28,000 for security cameras and the remainder into shade structures for the recommended option. Instructions were given to staff for a formal Option 2D to be offered with a formal recommendation to the city commission.

October 11, 2017:

The board discussed regular items and the recommended Kids Kingdom options. The minutes were sent for corrections before approval.

The recommendation of "Option 2D" was formally offered by staff on behalf of the board for the city commission. The commission did not place the recommended option on its agenda. Two board members resigned due to this action not being considered by the commission. Minutes reflect those actions and will be presented for approval again after city clerk review for the meeting dates in 2018.

**PLANNING
AND
ZONING
COMMISSION**

PLANNING AND ZONING COMMISSION ANNUAL REPORT FOR 2017 CY

The Planning and Zoning Commission ("P&Z Commission" or "P&Z") is composed of five members, all of whom must be residents of the City, and an ex officio representative from Holloman Air Force Base who serves in an advisory capacity. The Commission meets on the first Thursday of each month at 6:00 pm. Additional meetings are held when necessary.

Activities of the P&Z Commission During 2017

During 2017 P&Z undertook the following actions associated with its on-going initiatives:

The P&Z Commission continued its support for the Alamogordo Main Street Program, an initiative developed by P&Z to revitalize Alamogordo's historic downtown. The Main Street program undertook improvement projects, including facade improvements of the building at the corner of New York Avenue and 10th Street a part of which is a billiard hall. Alamogordo's Main Street Program is frequently cited by the New Mexico Main Street Program as an example of a successful Main Street Program. Alamogordo Main Street was fully certified by the state of New Mexico in February 2017.

On November 1, 2016 the City Commission approved P&Z's recommendation of an ordinance establishing the White Sands Beautification Committee ("Committee") to oversee the revitalization of the White Sands Boulevard Corridor. The Committee was given authority to create further subcommittees and to develop a plan for the White Sands Boulevard Corridor, including controls for future construction and remodeling. The Committee consists of six members, one appointed by each City Commissioner, a chair appointed by the Mayor and the Planning and Zoning Commission Chairman. The first Committee meeting was in March 2017 and the Committee is developing a plan for tasks to be taken.

During 2017 P&Z undertook the following actions at its monthly public meetings:

1. Case A-2016-0001(A). At its March 2, 2017 meeting, P&Z evaluated and agreed to recommend to the City Commission that a one acre lot owned by Clifton G. and Barbara A. McDonald within Otero County with the address of 68 McDonald Road be annexed into the city limits. The action, if approved by the City commission would result in transferring a liquor license into the City's limits.
2. Case Z-2017-0001(A). At its April 6, 2017 meeting, P&Z evaluated and agreed to recommend to the City Commission the rezoning of 2310 and 2400 Collins Ave. from M-2 (Industrial) to R-4 (Multiple Family Dwelling) in order to facilitate financing for the property's sale.

3. Case Z-2017-0003(A). At its May 11, 2017 meeting, P&Z evaluated and agreed to recommend to the City Commission the rezoning of 801 E. 10th St, owned by the First Assembly of God, from R-4 to C-3. The action, if approved by the City Commission would facilitate the property's sale to the purchaser who intends to place a commercial building on the property.

4. Case Z-2017-0002(A). At its July 6, 2017 meeting, P&Z evaluated and declined to recommend to the City Commission the rezoning of 2401 Galway Ave. & 302 Burnage Lane from R-1 to C-3.

5. Case Z-2017-0004(A). At its July 6, 2017 meeting, P&Z evaluated and agreed to recommend to the City Commission the rezoning of 801 U.S. Highway 70 West, owned by Peggy L. White, from R-1/C-3 (Single Family Dwelling and Business) to MH-2 (Manufacturing Housing Park).

6. Case Z-2017-0005(A). At its November 2, 2017 meeting, P&Z evaluated and agreed to recommend to the City Commission the rezoning of Tract C-1, Weber Lot Line Adjustment no. 2, owned by Cottonwood Christian Fellowship, from R-1 (single family) to C-1 (residential business) with the contingency that the rezoning is dependent on the building the church and children's play activity center the petitioner stated it intends to construct if the property is rezoned.

Recommendations

P&Z recommends the City Commission continue to support the Alamogordo Main Street Program and the White Sands Boulevard Beautification Initiative. These two programs are vital to Alamogordo's revitalization.

Member Attendance

There were no excessive Commission member absences during 2017.

Respectfully Submitted:

Pamela R. Lee

Chair

Alamogordo Planning and Zoning Commission

Planning and Zoning Commission
Annual Report
Calendar Year 2017

Here is the detailed accounting of the actions taken by the Planning and Zoning Commission this year. Please note that the volume of actions taken has declined considerably, as is to be expected during the economic decline currently underway:

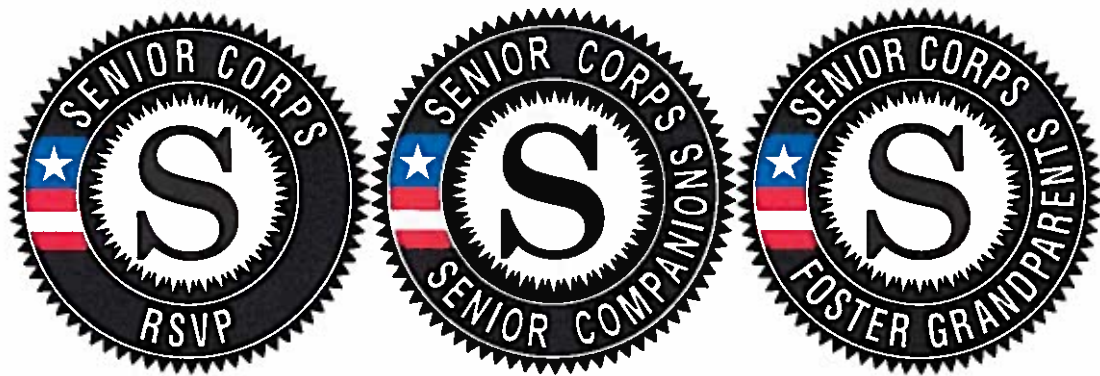
2017 Planning & Zoning Actions

Month	Subdivision	Variance	Zoning	Annexation	Land Transfer	R.O.W. Vacation	Agreement
Jan							
Feb							
Mar				1			
Apr			1				
May			1				
Jun							
Jul			2				
Aug							
Sep							
Oct							
Nov			1				
Dec							
Total			5	1			

**Planning and Zoning Commission Attendance
January 2017-December 2017**

Name	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Pamela Lee	X	X	X	X	X	X	X	X	X	X		X
Eddie Kemp II	X	X	X	X	X		X	X	X		X	X
David Gonzales					X	X	X	X	X		X	X
Andrew Gomolak (Otero Co. ex-officio)		X		X		X	X			X	X	X
Michael Elliot					X	X		X	X	X		X
Pamela Murray (HAFB ex-officio)				X	X	X	X		X	X	X	
Arthur Alterson	X	X	X	X								

**SENIOR
VOLUNTEER
PROGRAMS
ADVISORY
COUNCIL**



2017 Senior Volunteer Programs Annual Report

SENIOR VOLUNTEER PROGRAMS

2201 PUERTO RICO AVE. * ALAMOGORDO, NM 88310 * 575-439-4154

January Agenda

Dear Members of the Advisory Council:

The Senior Volunteer Programs Advisory Council will hold a regular business meeting on **Wednesday, January 18, 2017 at 1:15 pm** in the **Alamo Senior Center** classroom, 2201 Puerto Rico Avenue

The proposed agenda is as follows:

- a) Invocation and Roll Call
- b) Approval November, 2016 Minutes
- c) Staff reports
 - 1. Foster Grandparent Program (FGP) – Karen Groves
 - 2. Senior Companion Program (SCP) – Karen Groves
 - 3. Retired Senior Volunteer Programs (RSVP)- Brittany Clark
- d) Senior Center Update – Margaret Lucero
- e) Old Business:
 - 1. Board Nominations & Elections – elections today
 - 2. 2017 Senior Day at the Legislature - cancelled
 - 3. Recruiting new Board members
 - 4. Valentine's Day Fundraiser – tabled for later in the year
 - 5. Volunteer Appreciation Banquet
 - Volunteer gift Ideas
- f) New Business
 - 1. Board Resignation – Jennifer Euler effective 12/12/16
- g) Unscheduled Communication

Adjournment

Next Meeting February 15, 2017 at 1:15 pm

Respectfully,

SVP Staff

-SENIOR VOLUNTEER PROGRAMS, FGP/RSVP/SCP

2201 PUERTO RICO AVE. * ALAMOGORDO, NEW MEXICO 88310 * (575) 439-4154

MINUTES of January 18, 2017

SENIOR VOLUNTEER PROGRAMS ADVISORY COUNCIL MEETING

MEMBERS PRESENT	MEMBERS ABSENT	STAFF PRESENT	GUESTS
Mike Groves Mac McDonald Ann McDonald Stephen Butler	Nina Walker-Saenz Jennifer Euler Eldon Hoover	Julie Baker Karen Groves Brittany Clark	

The meeting was held at Alamo Senior Center, 2201 Puerto Rico Avenue, Alamogordo, NM.

Attendance sheet passed around.

Meeting called to order at 1:15 pm

Minutes reviewed for November and December meeting. Motioned to accept and carried by vote.

▪ **Staff reports**

- Karen reported the following:
 - Foster Grandparent Program (FGP)—working on getting the program into Mescalero NM. Working with state and federal programs and will begin July 1, 2017. A question was raised about it being even being part of our county, and it is in fact located in Otero, County.
 - Senior Companion Program (SCP)—for a while there was a stall finding clients, but now happy to report we currently have a waiting list with 3 to 4 clients waiting.
- Brittany reported the following:
 - Retired and Senior Volunteer Programs (RSVP)—there are currently 336 active volunteers and 70 active worksites, with 2 brand new worksites (White Sands Theatre and The Counseling Center judicial committee).
- Julie reported the following:
 - 2017 is a competition year for the federal grant that funds Senior Volunteer Programs. Julie submitted this yesterday after working very hard on completing it over the last few months of gathering information from several different departments. There is still several other reports and narratives that she is currently working on due this month.

▪ **Senior Center Update**

- Margaret was not in attendance to provide a report for the Alamo Senior Center.

▪ **Old Business**

- Board Nominations & Elections
 - Eldon Hoover was voted in as President by unanimous decision.
 - Stephen Butler was voted in as Vice Chair by unanimous decision.
 - It was also voted to keep the Recording Secretary as Senior Volunteer Programs
- 2017 Day at the Legislature
 - Scheduled for January 24, 2017 was cancelled—they only wanted businesses not programs, and no tables were available, so the trip was cancelled.
- Recruiting new Board members

- It was discussed to put info into the city profile to recruit new members. SVP will be in charge of completing this.
- Valentine's Day Fundraiser
 - Tabled for later in the year due to Karen being out at the end of the month and also other things going on. The tentative re-schedule will more than likely happen during the summer months.
 - Earth Day project was also mentioned and will be April 29, 2017.
 - Discussion of completing bird houses for children, but will be further discussed with the ASC staff to coordinate a project together.
- 2017 Volunteer Appreciation Banquet:
 - Theme will be around the world
 - Decorations will cost anywhere in between \$800-\$1000.
 - Volunteer Gift Ideas have been decided on travel bags. A prototype was passed around to offer a point of reference. SVP is looking at a few others and will make a decision soon to get them ordered in time.
- **New Business**
 - Board Resignation—Jennifer Euler effective 12/12/16
 - Seniors with Seniors programs—Need to get with Margaret.
- **Unscheduled Communication**
 - Cancel December Meetings
 - A discussion on whether or not to cancel December meetings going forward due to lack of attendance was discussed. Also possibly doing a bi-monthly or quarterly meeting was discussed.
 - The Senior Advisory Council by-laws would need to be changed, the mayor would need to approve and the city commission would also need to approve to do this.
 - Due to the work involved in changing the meetings, it was decided to keep the meetings as-is going forward. If we do not have enough people to complete a particular quorum, then that meeting will be cancelled.
 - Water Bottles from Senior Volunteer Programs were handed out to each of the Senior Advisory Council members in attendance.

Adjourned 1:56 pm

Respectfully,
SVP Staff

RSVP VOLUNTEER

3rd Annual

HOT CHOCOLATE & COOKIE SOCIAL

WEDNESDAY, JANUARY 25

2 - 3:30 pm In the ASC Dining Room

**Join us for some Hot Chocolate,
Hot Tea and Cookies!!**



This event will be used to update any information missing from your files!! Please bring in your Drivers License or Senior Center Card. For those volunteers who participate in the mileage reimbursement please bring your auto insurance to make sure its up-to date.

SENIOR VOLUNTEER PROGRAMS

2201 PUERTO RICO AVE. * ALAMOGORDO, NM 88310 * 575-439-4154

February Agenda

Dear Members of the Advisory Council:

The Senior Volunteer Programs Advisory Council will hold a regular business meeting on **Wednesday, February 15, 2017** at 1:15 pm in the **Alamo Senior Center** classroom, 2201 Puerto Rico Avenue

The proposed agenda is as follows:

- a) Invocation and Roll Call
- b) Approval of January, 2017 Minutes
- c) Staff Reports
 - 1. Foster Grandparent Program (FGP)—Karen Groves
 - 2. Senior Companion Program (SCP)—Karen Groves
 - 3. Retired Senior Volunteer Programs (RSVP)—Brittany Clark
 - 4. Senior Volunteer Programs (SVP)—Julie Baker
- d) Senior Center Update (ASC)—Margaret Lucero
- e) Old Business:
 - 1. Recruiting New Board Members
 - a. City Profile
 - 2. Volunteer Appreciation Banquet
 - a. Status on Civic Center
 - b. Help Setting Up
 - c. Update on Orders
 - i. Gift
 - ii. Decorations
 - d. Tickets/Invitations
 - e. Menu-Working with Eric and Monica
 - 3. Election Results
 - a. Board Membership Update
- f) New Business
 - 1. Hot Chocolate Social Update
 - 2. New Mexico Commission for Community Volunteerism Nomination-Karen
- g) Unscheduled Communication

Adjournment

Next Meeting March 15, 2017 at 1:15 pm

Respectfully,

SVP Staff

SENIOR VOLUNTEER PROGRAMS, FGP/RSVP/SCP

2201 PUERTO RICO AVE. * ALAMOGORDO, NEW MEXICO 88310 * (575) 439-4154

MINUTES of February 15, 2017

SENIOR VOLUNTEER PROGRAMS ADVISORY COUNCIL MEETING

MEMBERS PRESENT	MEMBERS ABSENT	STAFF PRESENT	GUESTS
Mike Groves Stephen Butler Nina Walker-Saenz Eldon Hoover	Mac McDonald Ann McDonald	Julie Baker Karen Groves Brittany Clark	

The meeting was held at Alamo Senior Center, 2201 Puerto Rico Avenue, Alamogordo, NM.

Attendance sheet passed around.

Meeting called to order at 1:15 pm, there was no quorum present so the meeting was then motioned to accept and carried by vote unanimously to be tabled for a later time. Nina Walker-Saenz was then in attendance at the meeting, so it was recalled at 1:35pm to continue the meeting.

Minutes reviewed for January meeting. Motioned to accept and carried by vote.

▪ **Staff reports**

- Karen reported the following for FGP and SCP:
 - There is a new potential senior companion volunteer currently being processed in the program. Karen is also working the New Mexico Commission for Community Volunteerism Service award nominations. Every year the NMCCV recognizes volunteers who go above and beyond and this year, Karen is nominating a few people to represent Alamogordo, and to also help put us on the map for our wonderful volunteers we have in the city.
- Brittany reported the following:
 - There are currently 70 worksites, and 333 active volunteers. No new worksites were added this past month, however, one of our previous new worksites, The Counseling Center Judicial Committee has started off very well with one of our volunteers. Brittany was able to speak with the volunteer a few days prior to this meeting and she says she is very excited to be sitting on the committee, and thanks us for our service to the program.
- Julie reported the following:
 - The huge grant that Julie has been working on this past month is now finished and submitted. Another grant for Otero County was just signed and given to Margaret to review before submission. It is due by next Friday. We currently have funds leftover in our technology budget, and quotes are being procured for a new laptop for the program presentations, etc and also a new printer for Karen.

▪ **Senior Center Update**

- Margaret was not in attendance to provide a report for the Alamo Senior Center.

▪ **Old Business**

- Recruiting New Board Members—Eldon mentioned Harry Johnson and him joining the group, however, he is out of town and he will be following up with him to pursue his interest.

- City Profile—SVP will be in contact with Laurie Dean to put it on the city profile, as well as putting it in the ASC TV announcements, contacting the newspaper etc. We currently have 5 board positions open (see attached roster from City Clerk's Office)
- Volunteer Appreciation Banquet
 - Status on Civic Center—There is a prayer meeting being held on the 4th of May, and we had originally said that they were not able to use the civic center because of our set up, but we have agreed to share the space and in return the group has offered to help with our set up.
 - Help Setting Up—We will be needing help setting up for the event. We are anticipating the set up taking 2 days and being done with setup by 3pm Friday to be able to go home and get ready for the party.
 - Update on Orders
 - Gift—We have decided on travel mugs for the yearly volunteer gift. They have a passport design and will be customized to include the year and Senior Volunteer programs.
 - Decorations—Have been ordered.
 - Tickets/Invitations—Brittany is currently working on these items, a template of the tickets was passed around and everyone liked it.
 - Menu-Working with Eric and Monica—Need to sit down and get an idea of what we will be serving, more updates as SVP knows more information.
- Election Results
 - Board Membership Update—Eldon was elected chairperson, and Stephen was elected vice chairperson. We do have 5 open spots on the board.
- **New Business**
 - Hot Chocolate Social Update—Was held 01/25/17 from 2-3:30pm and was a success. We served 350 cookies and only had 3 left over with only about a quart of hot chocolate as well. It served as an event to help update volunteer information and provide some appreciation to our volunteers in SVP.
 - New Mexico Commission for Community Volunteerism Nomination-Karen—Discussed earlier by Karen regarding nominating volunteers in SVP.
- **Unscheduled Communication**
 - Door Prizes for the annual banquet were discussed. Stephen and Nina will be contacting different organizations such as the Flickinger, Space Center, Zoo, and Lions to see if we could get help with various door prize ideas the group had.
 - Discussion in regards to help with the annual banquet was discussed and offered that SVP contact ROTC/Color Guard from the high school, the Adventure Scouts, Girl/Boy Scouts, etc for help with the posting of the colors and serving/clean-up.
 - Stephen asked about the conference on aging in August. He wondered if we would be taking a trip to Santa Fe to attend this conference. SVP will not be attending the general conference as it pertains mainly for the senior center itself. We will, as staff, be attending the Federal staff meeting only.

Adjourned 2:11 pm

Respectfully,
SVP Staff

SENIOR VOLUNTEER PROGRAMS

2201 PUERTO RICO AVE. * ALAMOGORDO, NM 88310 * 575-439-4154

March Agenda

Dear Members of the Advisory Council:

The Senior Volunteer Programs Advisory Council will hold a regular business meeting on **Wednesday, March 15, 2017** at 1:15 pm in the **Alamo Senior Center** classroom, 2201 Puerto Rico Avenue

The proposed agenda is as follows:

- a) Invocation and Roll Call
- b) Approval of February, 2017 Minutes
- c) Staff Reports
 - 1. Foster Grandparent Program (FGP)—Karen Groves
 - 2. Senior Companion Program (SCP)—Karen Groves
 - 3. Retired Senior Volunteer Programs (RSVP)—Brittany Clark
 - 4. Senior Volunteer Programs (SVP)—Julie Baker
- d) Senior Center Update (ASC)—Margaret Lucero
- e) Old Business:
 - 1. Recruiting New Board Members
 - a. City Profile-Brittany
 - b. ASC Announcements & Newsletter-Brittany
 - c. New Board Members
 - 2. Volunteer Appreciation Banquet
 - 3. New Mexico Commission for Community Volunteerism Nomination-Karen
 - 4. Earth Day
- f) New Business
 - 1. Commission Presentation-Brittany
 - a. Attendance of Board
 - b. Presentation, etc
 - 2. Fundraisers
 - 3. New Mexico Service Summit
 - 4. Bylaws Review-Julie
- g) Unscheduled Communication

Adjournment

Next Meeting April 19, 2017 at 1:15 pm

Respectfully,

SVP Staff

SENIOR VOLUNTEER PROGRAMS, FGP/RSVP/SCP

2201 PUERTO RICO AVE. * ALAMOGORDO, NEW MEXICO 88310 * (575) 439-4154

MINUTES of March 15, 2017

SENIOR VOLUNTEER PROGRAMS ADVISORY COUNCIL MEETING

MEMBERS PRESENT	MEMBERS ABSENT	STAFF PRESENT	GUESTS
Mike Groves Eldon Hoover	Mac McDonald Ann McDonald Stephen Butler Nina Walker-Saenz	Julie Baker Karen Groves Brittany Clark	

The meeting was held at Alamo Senior Center, 2201 Puerto Rico Avenue, Alamogordo, NM.

Attendance sheet passed around.

MEETING WAS CANCELLED – THERE WAS NOT A QUORUM

Adjourned at 1:35 pm

Respectfully,
SVP Staff

SENIOR VOLUNTEER PROGRAMS

2201 PUERTO RICO AVE. * ALAMOGORDO, NM 88310 * 575-439-4154

April Agenda

Dear Members of the Advisory Council:

The Senior Volunteer Programs Advisory Council will hold a regular business meeting on **Wednesday, April 19, 2017 at 1:15 pm in the Alamo Senior Center classroom, 2201 Puerto Rico Avenue**

The proposed agenda is as follows:

- a) Invocation and Roll Call
- b) Approval of February & March, 2017 Minutes
- c) Staff Reports
 - 1. Foster Grandparent Program (FGP)—Karen Groves
 - 2. Senior Companion Program (SCP)—Karen Groves
 - 3. Retired Senior Volunteer Programs (RSVP)—Brittany Clark
 - 4. Senior Volunteer Programs (SVP)—Julie Baker
- d) Senior Center Update (ASC)—Margaret Lucero
- e) Old Business:
 - 1. Recruiting New Board Members
 - a. City Profile-Brittany
 - b. ASC Announcements & Newsletter-Brittany
 - c. New Board Members-John Ely
 - 2. Volunteer Appreciation Banquet
 - a. Work Duties
 - 3. New Mexico Commission for Community Volunteerism-Karen
 - 4. Earth Day
 - a. Work Duties
- f) New Business
 - 1. Commission Presentation-Brittany
 - 2. Fundraisers
 - a. Earth Day Raffle Tickets
 - b. Other Ideas?
 - 3. New Mexico Service Summit-May in Phoenix
- g) Unscheduled Communication

Adjournment

Next Meeting May 17, 2017 at 1:15 pm

Respectfully,

SVP Staff

-SENIOR VOLUNTEER PROGRAMS, FGP/RSVP/SCP

2201 PUERTO RICO AVE. * ALAMOGORDO, NEW MEXICO 88310 * (575) 439-4154

MINUTES of April 19, 2017

SENIOR VOLUNTEER PROGRAMS ADVISORY COUNCIL MEETING

MEMBERS PRESENT	MEMBERS ABSENT	STAFF PRESENT	GUESTS
Mac McDonald Ann McDonald Nina Walker-Saenz Eldon Hoover	Mike Groves Stephen Butler	Julie Baker Karen Groves Brittany Clark	John Ely

The meeting was held at Alamo Senior Center, 2201 Puerto Rico Avenue, Alamogordo, NM.

Attendance sheet passed around.

Meeting called to order at 1:15 pm

Minutes reviewed for February and March meeting. Motioned to accept and carried by vote.

▪ **Staff reports**

- Karen reported the following:
 - For March—Currently working Annual Reviews with FGP/SCP volunteers. There are 15 FGP's and 12 SCP's. Staff had a conference call with federal and state concerning a Ruidoso Down's resident wanting a Foster Grandparent Program up there. Staff are heading to a 2-Day conference in Albuquerque on March 22-24. Hoping that our volunteer was chosen for the National Summit of Volunteerism Award. It will be the first in Alamogordo to win this award. They have both VISTA and AmeriCorps along with Senior Corp participating.
 - For April—A meeting has been set up with Mescalero to introduce Foster Grandparent program and hopefully to get it started there as well. This will be on June 21, 2017 with Cindy Prolube. Karen also explained what the FGP and SCP program are so that everyone is aware of them. Our guest, John, also mentioned that we should have Nina do a write up so we can submit it to the newspaper to showcase these great programs.
- Brittany reported the following:
 - Retired and Senior Volunteer Programs (RSVP)—there are currently 326 volunteers with 71 worksites.
- Julie reported the following:
 - Julie thanked Eldon Hoover, our chair-person, who provided a great speech to the city commission on 04/11/17. On 04/18/17, Julie gave a speech with Brittany and Karen present, to the Otero County Retired Educators board in an effort to recruit more volunteers. Julie congratulated Nina on winning her state award, which will be announced at our banquet in May. Julie just finished working on grant renewals for 2017 FGP/SCP and notified us that the RSVP was awarded in February.

▪ **Senior Center Update**

- Margaret was not in attendance to provide a report for the Alamo Senior Center.

▪ **Old Business**

- Recruiting New Board Members

- City Profile-Brittany is working on this and it has been updated with Laurie Dean at the city.
 - ASC Announcements & Newsletter-Brittany has already advertised with this.
 - New Board Members-John Ely was introduced as our newest board member. He will be voted in at the City Commission meeting next Tuesday, April 25, 2017.
 - Volunteer Appreciation Banquet
 - Work Duties—Everyone is to meet at the Civic Center at 1pm on the 4th of May, and 10am on the 5th of May to set up.
 - New Mexico Commission for Community Volunteerism-Nina won the award and this will be announced at the banquet
 - Earth Day is April 29, 2017. We will need help from the board in setting up, manning and clean-up.
- **New Business**
- Commission Presentation—Eldon did great presenting all about the SAC Board to the city commission. Brittany did a great job with the power point presentation.
 - Fundraisers
 - Earth Day Raffle Tickets are currently being sold and winner will be announced at Earth Day
 - Other Ideas? Will table for later
 - New Mexico Service Summit—CNCS western regional summit will be held in Phoenix on May 21-24. All staff from SVP will attend and gain information.
- **Unscheduled Communication**
- Eldon asked to follow up with Margaret in regards to holding a yard sale and what the process of this and are we even able to.
 - There is going to be a FGP trip to Tennessee and Karen is asking for volunteers from FGP who have not gone before to attend with her. More information to follow.

Adjourned 2:12 pm

Respectfully,
SVP Staff



Join Us on April 4, 2017!

Every day, in counties and cities across America, national service is tackling tough problems and strengthening communities. On April 4, 2017, mayors and county officials across the country will thank those who serve and recognize their impact on the Mayor and County Recognition Day for National Service.

The nation's cities and counties are increasingly turning to national service as a cost-effective strategy to address local challenges. By unleashing the power of citizens, AmeriCorps and Senior Corps programs have a positive and lasting impact, making our communities better places to live. The initiative is being led by the National League of Cities, the National Association of Counties, Cities of Service, and the Corporation for National and Community Service (CNCS).

MAYOR and COUNTY Recognition Day for National Service



National Service: A Local Resource

As the federal agency for national service and volunteering, CNCS annually engages millions of citizens in service at more than 50,000 sites across the country. Through AmeriCorps (including VISTA and NCCC), Senior Corps (including Foster Grandparents, Senior Companions, and RSVP), the Social Innovation Fund, and other programs, CNCS leverages federal and private funds to support organizations that achieve measurable results where the need is greatest. Whether supporting food banks and homeless shelters, restoring parks, providing health services, strengthening public safety and juvenile justice services, tutoring and mentoring students, and managing community volunteers, national service members help county officials and mayors tackle tough problems.

Why a City and County Recognition Day?

County and city governments have a broad range of responsibilities to their residents, which matches CNCS's mission to improve lives, strengthen communities and foster civic engagement. A coordinated recognition day presents a unique opportunity to spotlight the key role that national service plays in helping counties solve problems. Participating in the day will highlight the impact of citizen service, show support for nonprofit and national service groups, and inspire more residents to serve in their communities.

What Happened Last Year?

On April 5, 2016, the fourth annual Recognition Day for National Service united mayors and county officials across the country to spotlight the impact of national service and honor those who serve. Altogether, 3,539 mayors and county officials in all 50 states and the District of Columbia, Guam, and Puerto Rico officially recognized the work that AmeriCorps members and Senior Corps volunteers are doing to make cities better and stronger. Together, these elected officials represent more than 178 million citizens, or more than half of the population.

What are the Goals of the Day?

- Highlight how county officials and mayors use national service to solve their local challenges
- Thank national service members for their commitment and impact
- Build public awareness about the value and impact of national service to the nation's cities and counties
- Highlight the role that national service plays in managing volunteers to focus and amplify their impact
- Provide opportunities for county officials and mayors to communicate about the impact of national service to national policymakers
- Generate press coverage and online discussion about county officials and mayors supporting service

Who Can Participate?

Mayors, county officials, county board chairs, tribal leaders, or other head officials of counties and cities of any size.

How Can We Help?

CNCS offers a variety of resources that can help county officials and mayors learn about national service and volunteering in their jurisdictions and expand the impact of volunteering by their residents:

- Each year, CNCS produces **State Profiles** that list all national service funding, projects, and participants in every state. CNCS also will produce county and city profiles on demand for those participating in the Recognition Day for National Service. To receive your profile, contact the CNCS Director in your state. A list is here: nationalservice.gov/state-offices.
- CNCS also produces the annual **Volunteering and Civic Life in America** report, the most comprehensive data on volunteering ever assembled. Visit volunteeringinamerica.gov.

How Can County Officials and Mayors Get Involved?

County officials and mayors are encouraged to hold a public event, issue a proclamation, and use media to highlight the impact of national service. Here are several ways to participate:

- Announce your county/city is becoming an Employer of National Service (nationalservice.gov/employers)
- Issue a proclamation naming April 4 as Recognition Day for National Service
- Visit national service programs or projects in order to highlight their value to the county/city
- Invite national service programs to a public roundtable to discuss how they address county/city problems
- Issue a press release or report on the scope and impact of national service in your county/city
- Serve with a national service program as a "member" for a day to highlight their important work
- Use Twitter, Facebook, and other social media to thank national service members in your community
- Write an op-ed about the unique contributions of national service to your county/city
- Take a group photo with all national service members in your county/city

Where Can I Learn More?

To learn more, go to NationalService.gov/RecognitionDay or contact Tess Mason-Elder, Office of Government Relations, 202-606-6873 or tmason-elder@cns.gov. You can also contact the CNCS Director in your state, whom you can find here: nationalservice.gov/state-offices.

The Corporation for National and Community Service is the federal agency that engages five million Americans in service through our AmeriCorps, Senior Corps, Social Innovation Fund, and other programs, and leads President's national call to service initiative, United We Serve. For more information, visit NationalService.gov.

NATIONAL SERVICE TRAINING CONFERENCES

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Earth Day Raffle

April 29, 2017



Raffle prize is a wheelbarrow filled with gardening supplies valued at over \$400.00

1 ticket for \$5.00 or 5 tickets for \$20.00

Purchase tickets at Senior Volunteer Office at Alamo Senior Center or from our volunteers

Winning ticket will be drawn at the Earth Day Event

Do not have to be present to win

Proceeds support Otero County Senior Volunteer Programs

An Evening Around The World

Service Awards

2017 RSVP Recognition Banquet

Friday, May 5, 2017

Call to Order (5:15 PM)..... Brittany Clark
 Invocation (5:20 PM) Mr. Tom Rich
 Welcome (5:25 PM)Brittany Clark
 Thank You (5:35 PM)..... Mayor Richard Boss
 Awards Presentation (5:40 PM) Julie Baker
 Dinner & Dancing..... Until 7:30 pm
 Door Prizes (Throughout)..... Karen Groves

Special thanks to:
 Boy Scout Pack #147 &
 Holloman AFB Volunteer Helpers

25 Years	Daniel Schwebke
Lucile Delage	
Rose Holmes	Anna Acosta
Martha Laitin	lean Courter
Elaime Van Tassel	Tena Maestas
20 Years	Annabelle McDonald
Roland Bailey	Stacy "Mac" McDonald
Yvonne Boyle	William Myers
Giacomina "Mila" Ester	Susan Narveson
Alicia McCordick	Ray Pearson
Josephine Paine	Donald Pettijohn
15 Years	Gerald Plesche
Henrietta "Etta" Asendorf	Senaida Schuh
Consuelo F. Coyazo	Martha Senger
Josephine Garcia	5K Hours
Francis Jackson	Antonio Chavez
Doyle Lettger	lean Duncan
Lailu B. Mattson	Nancy Husen
Carolyn Nichols	Mary Jane Joyner
Carlos Perea	John (Bobby) Montoya
Tom Shipman	Evelyn Orney
Laura Stewart	Patricia Rosival
10 Years	10K Hours
Charlene Basham	Jimmie Boots
Sofia Chase	Dolores Guerra
Carol Milburn	Dorothy Hampton
Maria Elena Rey	Roy Holmes
Bettylane (Bj) Sanders	Lois Powell
Ilene Smith	Nina Walker-Saenz

SENIOR VOLUNTEER PROGRAMS

2201 PUERTO RICO AVE. * ALAMOGORDO, NM 88310 * 575-439-4154

May Agenda

Dear Members of the Advisory Council:

The Senior Volunteer Programs Advisory Council will hold a regular business meeting on **Wednesday, May 17, 2017 at 1:15 pm in the Alamo Senior Center classroom, 2201 Puerto Rico Avenue**

The proposed agenda is as follows:

- a) Invocation and Roll Call
- b) Approval of April, 2017 Minutes
- c) Staff Reports
 - 1. Foster Grandparent Program (FGP)—Karen Groves
 - 2. Senior Companion Program (SCP)—Karen Groves
 - 3. Retired Senior Volunteer Programs (RSVP)—Brittany Clark
 - 4. Senior Volunteer Programs (SVP)—Julie Baker
- d) Senior Center Update (ASC)—Margaret Lucero
- e) Old Business:
 - 1. Recruiting New Board Members
 - a. City Profile-Brittany
 - b. ASC Announcements & Newsletter-Brittany
 - 2. Volunteer Recognition Banquet
 - 3. Earth Day
- f) New Business
 - 1. Southwest National Training Conference—Out of the Office Next Week
- g) Unscheduled Communication

Adjournment

Next Meeting June 21, 2017 at 1:15 pm

Respectfully,

SVP Staff

-SENIOR VOLUNTEER PROGRAMS, FGP/RSVP/SCP

2201 PUERTO RICO AVE. * ALAMOGORDO, NEW MEXICO 88310 * (575) 439-4154

MINUTES of May 17, 2017

SENIOR VOLUNTEER PROGRAMS ADVISORY COUNCIL MEETING

MEMBERS PRESENT	MEMBERS ABSENT	STAFF PRESENT	GUESTS
Mac McDonald Ann McDonald Nina Walker-Saenz Eldon Hoover	Mike Groves Stephen Butler	Julie Baker Karen Groves Brittany Clark	John Ely

The meeting was held at Alamo Senior Center, 2201 Puerto Rico Avenue, Alamogordo, NM.

Attendance sheet passed around.

Meeting called to order at 1:20 pm

Minutes reviewed for April meeting. Motioned to accept and carried by vote.

▪ **Staff reports**

- Karen reported the following:
 - No report. On ASC field trip
- Brittany reported the following:
 - No Report. On ASC field trip
- Julie reported the following:
 - Julie announced that Margaret Lucero has resigned as Senior Center Manager

▪ **Senior Center Update**

- Margaret was not in attendance to provide a report for the Alamo Senior Center.

▪ **Old Business**

- Recruiting New Board Members
 - Julie believes Brittany is doing a good job with recruiting new board members. She has advertised in the city newsletter, has it on the TV's in the center and is adept at getting it on social network sites.
- Volunteer Appreciation Banquet
 - Everyone felt the banquet was very nice. Lots of compliments on the food, and they liked that the door prizes were given out and not used to make people stay.
- Earth Day
 - Earth Day was cancelled before noon due to weather issues. Ann asked who won the raffle and Julie told council that a young military woman had won. Julie informed the council that this may be our last year participating in Earth Day.

▪ **New Business**

- Southwest National Training Conference
- Julie, Brittany and Karen will be attending the national training in Phoenix next week, Sunday through Wednesday.

▪ **Unscheduled Communication**

- None

Adjourned 1:45 pm

Respectfully,
SVP Staff



SOUTHWEST | PACIFIC

National Service Training Conference

Phoenix, Arizona
May 22 - 24, 2017

hosted by Arizona Governor's Commission
on Service and Volunteerism



Corporation for
**NATIONAL &
COMMUNITY
SERVICE** ★★ ★ 

SENIOR VOLUNTEER PROGRAMS

2201 PUERTO RICO AVE. * ALAMOGORDO, NM 88310 * 575-439-4154

June Agenda

Dear Members of the Advisory Council:

The Senior Volunteer Programs Advisory Council will hold a regular business meeting on **Wednesday, June 21, 2017** at 1:15 pm in the **Alamo Senior Center** classroom, 2201 Puerto Rico Avenue

The proposed agenda is as follows:

- a) Invocation and Roll Call
- b) Approval of May, 2017 Minutes
- c) Staff Reports
 - 1. Foster Grandparent Program (FGP)—Karen Groves
 - 2. Senior Companion Program (SCP)—Karen Groves
 - 3. Retired Senior Volunteer Programs (RSVP)—Brittany Clark
 - 4. Senior Volunteer Programs (SVP)—Julie Baker
- d) Senior Center Update (ASC)—Open
- e) Old Business:
 - 1. Recruiting New Board Members
 - a. City Profile-Brittany
 - b. ASC Announcements & Newsletter-Brittany
 - 2. Southwest National Training Conference—Phoenix
- f) New Business
 - 1. New Mou's for RSVP-Brittany
 - a. Legacy Christian Academy
 - b. Newline Commission for the Blind
 - 2. Meeting with Mescalero-Karen
 - 3. Summer Social-July 26, 2017 130pm-3pm-Julie
- g) Unscheduled Communication

Adjournment

Next Meeting July 19, 2017 at 1:15 pm

Respectfully,

SVP Staff

-SENIOR VOLUNTEER PROGRAMS, FGP/RSVP/SCP

2201 PUERTO RICO AVE. * ALAMOGORDO, NEW MEXICO 88310 * (575) 439-4154

MINUTES of June 21, 2017

SENIOR VOLUNTEER PROGRAMS ADVISORY COUNCIL MEETING

MEMBERS PRESENT	MEMBERS ABSENT	STAFF PRESENT	GUESTS
Eldon Hoover Stephen Butler Mike Groves Nina Walker-Saenz John Ely	Mac McDonald Ann McDonald	Julie Baker Karen Groves Brittany Clark	Bridgette Jones

The meeting was held at Alamo Senior Center, 2201 Puerto Rico Avenue, Alamogordo, NM.

Attendance sheet passed around.

Meeting called to order at 1:30 pm

Minutes reviewed for May meeting. Motioned to accept and carried by vote.

▪ **Staff reports**

- Karen reported the following:
 - On June 21, 2017, Karen and Julie went to Mescalero and met with elders in regards to creating a FGP program there. A future meeting will take place with a more vast audience and will include a power point and dvd presentation. There was a lot of interest in the program. FGP is going to Tennessee and one of the 5 volunteers attending has been contacting local churches for donations to go towards purchasing items for the enchilada meal. There will be a meeting on 06/27/17 at 5pm to discuss fundraising efforts for this trip. And a bake sale will be 06/30/17 from 9am to 1pm at ASC. SCP ran out of money for stipend, mileage, and meal reimbursement. We are waiting for the beginning of the fiscal year to continue paying volunteers.
- Brittany reported the following:
 - The RSVP program introduced Bridgette Jones, the Restorative Justice Leader, which is one of our current worksites for volunteers. She explained what the program is and how our volunteers help. Also, it was reported that RSVP currently has 74 worksites and 329 volunteers. We had enough in the budget to pay for both May and June mileage reimbursement, however, it was at a lower cost and rate.
- Julie reported the following:
 - On 06/16/17, the FGP/SCP grant was officially renewed and funded for FY18. We also collected \$120 to go towards a gift for Margaret last month.

▪ **Senior Center Update**

- Nobody from ASC was in attendance to give a report.

▪ **Old Business**

- Recruiting New Board Members
 - As usual, recruitment is still being placed in the city profile, ASC newsletter and ASC weekly Announcements. We had someone bring in an application for the board today and that will be sent to the city clerk's office for appointment as soon as possible.
- Southwest National Training Conference

- All staff felt it was very educational and a great perspective to meet our federal governing agency, CNCS.

- **New Business**

- New MOU's for RSVP—there have been 2 new worksites added over the last month, Legacy Christian Academy who is looking for lunch room attendants with the new start of the year, and also Newsline for the Commission for the Blind who is looking for volunteers to help read the newspaper in a recording for the blind.
- Summer Social—will be July 26, 2017 from 1:30pm until 3:00pm and we are looking forward to seeing everyone there.

- **Unscheduled Communication**

- Steven wants to create a step by step process to procure more funds to give back to our volunteers.

Adjourned 2:27 pm

Respectfully,
SVP Staff

SENIOR VOLUNTEER PROGRAMS

2201 PUERTO RICO AVE. * ALAMOGORDO, NM 88310 * 575-439-4154

July Agenda

Dear Members of the Advisory Council:

The Senior Volunteer Programs Advisory Council will hold a regular business meeting on **Wednesday, July 19, 2017** at 1:15 pm in the **Alamo Senior Center** classroom, 2201 Puerto Rico Avenue

The proposed agenda is as follows:

- a) Invocation and Roll Call
- b) Approval of June, 2017 Minutes
- c) Staff Reports
 - 1. Foster Grandparent Program (FGP)—Karen Groves
 - 2. Senior Companion Program (SCP)—Karen Groves
 - 3. Retired Senior Volunteer Programs (RSVP)—Brittany Clark
 - 4. Senior Volunteer Programs (SVP)—Julie Baker
- d) Senior Center Update (ASC)—Peter
- e) Old Business:
 - 1. Recruiting New Board Members
 - a. City Profile-Brittany
 - b. ASC Announcements & Newsletter-Brittany
 - 2. Summer Social-July 26, 2017 130pm-3pm-Julie
 - a. Volunteers Needed
- f) New Business
 - 1. FGP National Convention
 - a. Fundraising Efforts
 - i. Enchilada Dinner Volunteers Needed
 - 2. Spaghetti Dinner
 - a. October 13, 2017-Volunteers Needed
 - 3. E-Mail Addresses for Reminders
- g) Unscheduled Communication

Adjournment

Next Meeting August 16, 2017 at 1:15 pm

Respectfully,

SVP Staff

-SENIOR VOLUNTEER PROGRAMS, FGP/RSVP/SCP

2201 PUERTO RICO AVE. * ALAMOGORDO, NEW MEXICO 88310 * (575) 439-4154

MINUTES of July 19, 2017

SENIOR VOLUNTEER PROGRAMS ADVISORY COUNCIL MEETING

MEMBERS PRESENT	MEMBERS ABSENT	STAFF PRESENT	GUESTS
Eldon Hoover Mac McDonald Mike Groves Nina Walker-Saenz John Ely	Ann McDonald Stephen Butler Billy Power Catherine Yee	Julie Baker Peter McKown	

The meeting was held at Alamo Senior Center, 2201 Puerto Rico Avenue, Alamogordo, NM.

Attendance sheet passed around.

Meeting called to order at 1:20 pm

Minutes reviewed for June meeting. Motioned to accept and carried by vote.

▪ **Staff reports**

- Karen reported the following:
 - See written submission attached to these minutes
- Brittany reported the following:
 - On Brittany's behalf Julie reported that there have been no new worksites since last meeting,. We are currently at 326 active volunteers. Brittany has been busy with the annual worksite visits and there have been no issues with volunteers
- Julie reported the following:
 - So far it's been a quiet summer. We have been in a holding pattern for the last couple of weeks in June as we waited for the end of the fiscal year and the end of the three-year grant cycle for FGP and SCP. Julie has been busy with state and federal reports to close out the grants and end the fiscal year.

▪ **Senior Center Update**

- Peter reported that he is the new Senior Center Manager
 - There are some other staff changes on the horizon
 - Asked council members if they see or feel that he is handling or doing something wrong to please let him know
 - He has asked SVP to produce a training for center staff on supervising volunteers and asked that members bring ideas to SVP staff that may help

▪ **Old Business**

- Recruiting New Board Members
 - As usual, recruitment is still being placed in the city profile, ASC newsletter and ASC weekly announcements.
 - We received notification today from the city clerk that two new members have been approved by the city commission.
 - The annual Summer Social is next Wednesday, July 25th from 1:30 to 3 pm. Several board members said they would be on hand to help.

▪ **New Business**

- FGP National Convention – December in Murfreesboro, Tennessee

- Volunteers who are planning to participate in the conference are planning an Enchilada Dinner fundraiser to help defer the costs. Dinner will be held on Friday, September 1st from 3 to 5:30 m. Julie asked if there were volunteers from the council that would be willing to help with the banquet and to sell tickets. John and Nina both said they would help. Staff will call members and let them know when tickets are ready to sell.
- Annual Spaghetti Dinner
 - Friday, October 13th from 5 to 8 pm. Tickets will be available for sale the first week of September.
 - Question was asked if we were doing the silent auction again. Julie will check with Karen and Brittany
- **Unscheduled Communication**
 - Nina wanted council members to be aware that the stipends are important to the SCP/FGP volunteers.

Adjourned 2:20 pm

Respectfully,
SVP Staff

Hot Dog & Root Beer Float Social

**Senior Volunteer Programs will be hosting their
4th annual RSVP Volunteer update social.**

Please join us for hot dogs and root beer floats and the chance to get your 2017 volunteer update completed!

For those volunteers who participate in the mileage reimbursement please bring a current copy of your drivers license & auto insurance to make sure its up-to date.

If you have already updated your file, take this opportunity to have a snack and socialize with your fellow volunteers!

Date: July 26, 2017

Time: 1:30pm-3:00pm

**Location: Alamo Senior
Center Dining Room**

SENIOR VOLUNTEER PROGRAMS

2201 PUERTO RICO AVE. * ALAMOGORDO, NM 88310 * 575-439-4154

August Agenda

Dear Members of the Advisory Council:

The Senior Volunteer Programs Advisory Council will hold a regular business meeting on **Wednesday, August 16, 2017 at 1:15 pm** in the **Alamo Senior Center** classroom, 2201 Puerto Rico Avenue

The proposed agenda is as follows:

- a) Invocation and Roll Call
- b) Approval of July, 2017 Minutes
- c) Staff Reports
 - 1. Foster Grandparent Program (FGP)—Karen Groves
 - 2. Senior Companion Program (SCP)—Karen Groves
 - 3. Retired Senior Volunteer Programs (RSVP)—Brittany Clark
 - 4. Senior Volunteer Programs (SVP)—Julie Baker
- d) Senior Center Update (ASC)—Peter
- e) Old Business:
 - 1. Recruiting New Board Members-Brittany
 - 2. Summer Social-Julie
 - 3. FGP National Convention
 - a. Fundraising Efforts
 - 4. Spaghetti Dinner
 - a. October 13, 2017-Volunteers Needed
 - b. Silent Auction
 - c. Tickets
- f) New Business
 - 1. Volunteer Problem-Brittany
 - 2. By-Laws Change-Julie
- g) Unscheduled Communication

Adjournment

Next Meeting September 20, 2017 at 1:15 pm

Respectfully,

SVP Staff

SENIOR VOLUNTEER PROGRAMS, FGP/RSVP/SCP

2201 PUERTO RICO AVE. * ALAMOGORDO, NEW MEXICO 88310 * (575) 439-4154

MINUTES of August 16, 2017

SENIOR VOLUNTEER PROGRAMS ADVISORY COUNCIL MEETING

MEMBERS PRESENT	MEMBERS ABSENT	STAFF PRESENT	GUESTS
Stephen Butler John Ely Mike Groves Eldon Hoover Nina Walker-Saenz	Ann McDonald Mac McDonald Billy Power Catherine Yee	Julie Baker Brittany Clark Karen Groves Peter McKown	

The meeting was held at Alamo Senior Center, 2201 Puerto Rico Avenue, Alamogordo, NM.

Attendance sheet passed around.

Meeting called to order at 1:20 pm

Minutes reviewed for July meeting. Motioned to accept and carried by vote.

o Staff reports

- o Karen reported the following:
 - There are two new worksites for FGP, Legacy Christian Academy and Father James B. Hay School. There are currently 13 FGP volunteers and 12 SCP volunteers.
- o Brittany reported the following:
 - There are currently 328 RSVP volunteers and 74 worksites. Worksite visits will continue to be completed as time allows.
- o Julie reported the following:
 - We have been very busy working on a few projects for Peter due to staffing issues. This is the first month after new contracts have been out and everything is going well.

o Senior Center Update

- o Peter reported the following:
 - There is a staffing shortage currently and SVP is doing a great job helping out. Also, Violet Norman has put in her resignation notice and her last day will be 08/25/17. He wants to make sure volunteers are being taken care of by staff and after first starting heard several complaints from volunteers. He has asked SVP to produce a training for center staff on supervising volunteers and asked that members bring ideas to SVP staff. It was suggested by John Ely that all volunteers get pins that say "Don't Yell at me, I am volunteering". Nina commented that she heard from several seniors that there is no communication from kitchen staff. Peter will be working on this in the near future.

o Old Business

- o Recruiting New Board Members
 - On the August 22, 2017 city commission meeting, our 10th and final volunteer will be instated to the council. Recruitment will cease and desist at this time until further action is necessary.
- o Summer Social

- The annual Summer Social was a hit with 77 volunteers showing up. We also had great assistance from John and Nina with the root beer floats. Everyone agreed that it was a success.
- FGP Nation Convention
 - Has been cancelled due to lack of time and money
 - There were \$543 collected from previous fundraising efforts, and that will go towards next year's trip.
- Spaghetti Dinner
 - October 13, 2017. We need volunteers to help. There will be duty sheets made for next meeting.
 - There will be a silent auction and bake sale at the dinner. It was voted unanimously to allow FGP volunteers to oversee these, organize, etc. and then they will benefit from the profit. RSVP and SCP will benefit solely from the dinner tickets sold.
- **New Business**
 - Volunteer Problem
 - Tabled for later discussion.
 - By-Laws Change
 - There was some confusion on the by-laws, as to whether or not Karen and Brittany are able to vote as standing members or not. John and Nina suggested a subcommittee be formed to deal with the by-laws. It was not carried by vote. It was however, carried that we involve the city attorneys in reviewing the by-laws as they stand and changing the wording to one paragraph. This is tabled for later review by the city attorney as well as future vote.
- **Unscheduled Communication**
 - Red Cross disaster training was addressed by Steven. Karen mentioned she has been in contact with them and they have not returned her calls. Further calls will be made to other organizations such as Holloman's emergency response group, etc.

Adjourned 2:38 pm

Respectfully,
SVP Staff

SENIOR VOLUNTEER PROGRAMS

2201 PUERTO RICO AVE. * ALAMOGORDO, NM 88310 * 575-439-4154

September Agenda

Dear Members of the Advisory Council:

The Senior Volunteer Programs Advisory Council will hold a regular business meeting on **Wednesday, September 20, 2017** at 1:15 pm in the **Alamo Senior Center** classroom, 2201 Puerto Rico Avenue

The proposed agenda is as follows:

- a) Invocation and Roll Call
- b) Approval of August, 2017 Minutes
- c) Staff Reports
 - 1. Foster Grandparent Program (FGP)—Karen Groves
 - 2. Senior Companion Program (SCP)—Karen Groves
 - 3. Retired Senior Volunteer Programs (RSVP)—Brittany Clark
 - 4. Senior Volunteer Programs (SVP)—Julie Baker
- d) Senior Center Update (ASC)—Peter
- e) Old Business:
 - 1. Spaghetti Dinner-Julie
 - a. October 13, 2017-Sign Up Sheets
 - b. Tickets
 - 2. By-Laws Change-Julie
 - 3. Volunteer Problem-Brittany
 - 4. Red Cross/Emergency Response Group-Karen
- f) New Business
- g) Unscheduled Communication

Adjournment

Next Meeting October 18, 2017 at 1:15 pm

Respectfully,

SVP Staff

SENIOR VOLUNTEER PROGRAMS, FGP/RSVP/SCP

2201 PUERTO RICO AVE. * ALAMOGORDO, NEW MEXICO 88310 * (575) 439-4154

MINUTES of September 20, 2017

SENIOR VOLUNTEER PROGRAMS ADVISORY COUNCIL MEETING

MEMBERS PRESENT	MEMBERS ABSENT	STAFF PRESENT	GUESTS

No meeting for September was held due to the community health fair at the Alamo Senior Center.

Respectfully,
SVP Staff

SENIOR VOLUNTEER PROGRAMS

2201 PUERTO RICO AVE. * ALAMOGORDO, NM 88310 * 575-439-4154

October Agenda

Dear Members of the Advisory Council:

The Senior Volunteer Programs Advisory Council will hold a regular business meeting on **Wednesday, October 18, 2017 at 1:15 pm in the Alamo Senior Center classroom, 2201 Puerto Rico Avenue**

The proposed agenda is as follows:

- a) Invocation and Roll Call
- b) Approval of August & September, 2017 Minutes
- c) Staff Reports
 - 1. Foster Grandparent Program (FGP)—Karen Groves
 - 2. Senior Companion Program (SCP)—Karen Groves
 - 3. Retired Senior Volunteer Programs (RSVP)—Brittany Clark
 - 4. Senior Volunteer Programs (SVP)—Julie Baker
- d) Senior Center Update (ASC)—Peter
- e) Old Business:
 - 1. Spaghetti Dinner-Julie
 - 2. By-Laws Change-Julie
 - 3. Red Cross/Emergency Response Group-Karen
- f) New Business
 - 1. Board Participation-Brittany
 - 2. Resignations-Brittany
 - 3. Volunteer Recognition Banquet Ideas-Brittany
 - 4. Ft. Stanton Trip-Karen
- g) Unscheduled Communication

Adjournment

Next Meeting November 15, 2017 at 1:15 pm

Respectfully,

SVP Staff

SENIOR VOLUNTEER PROGRAMS, FGP/RSVP/SCP

2201 PUERTO RICO AVE. * ALAMOGORDO, NEW MEXICO 88310 * (575) 439-4154

MINUTES of October 18, 2017

SENIOR VOLUNTEER PROGRAMS ADVISORY COUNCIL MEETING

MEMBERS PRESENT	MEMBERS ABSENT	STAFF PRESENT	GUESTS
Stephen Butler Mike Groves Eldon Hoover Susan Hopkins Billy Power Nina Walker-Saenz Catherine Yee	John Ely	Brittany Clark Karen Groves	

The meeting was held at Alamo Senior Center, 2201 Puerto Rico Avenue, Alamogordo, NM.

Attendance sheet passed around.

Meeting called to order at 1:19 pm

Minutes reviewed for August/September meeting. Motioned to accept and carried by vote.

o Staff reports

- o Karen reported the following:
 - There is 1 new FGP volunteer that has been turned over to RSVP due to lack hours the volunteer will be working. There are 2 new SCP volunteers. There were 2 people from Mescalero who were interested in volunteering as Foster Grandparents. Karen will be going to Mescalero to meet with them on Friday, October 20, 2017. Nina was interested in possibly volunteering in Mescalero if there is a need.
- o Brittany reported the following:
 - There are currently 326 RSVP volunteers and 76 worksites. Also, several worksite visits have been completed, with only a handful of assessments left.
- o Julie was not in attendance to give a report.

o Senior Center Update

- o Peter was not in attendance to give a report.

o Old Business

- o Spaghetti Dinner:
 - We raised roughly \$1232.00 for the Spaghetti Dinner, \$231.00 for the Bake Sale, and \$700.00 for the silent auction. Final counts were presented. A huge thank you to Nina Walker-Saenz, Mike Groves, and Stephen Butler from the SAC for helping at the event.
- o By-Laws Change:
 - o It was previously discussed at the August meeting about changing the by-laws. Two portions were mentioned in changing, one about staff being able to vote and the second about removing the chair person's name from the signature line. It was discussed with Legal that it was fine to go ahead and change those items, as long as the board voted on it. It was motioned by Nina Walker-Saenz to remove staff eligibility to vote on the board, and seconded by Susan Hopkins, carried by vote. It was also motioned by Nina Walker-Saenz and seconded by Michael Groves to

remove the name of the chairperson, and just leave as chairperson on the signature line, carried by vote.

- Red Cross/Emergency Response:
 - Karen did not follow up on this, so this has been tabled for later discussion.

- **New Business**

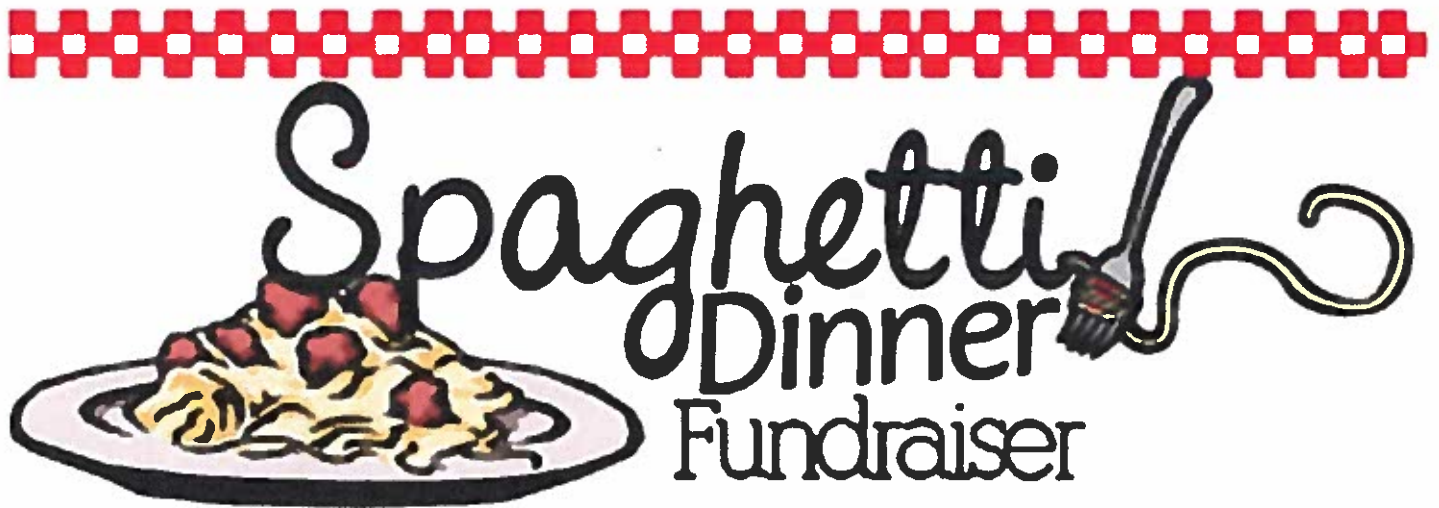
- Board Participation:
 - We need to start seeing more board participation for our events, such as the Spaghetti Dinner, in which we only had 3 board members present, and could have used more help. We would also like to see the board help more in recruiting new board members.
- Resignations:
 - Ann and Mac McDonald have resigned from the board due to illness. We now have 3 open board positions and are looking to fill these by the end of the year. Marketing is being completed, as normal, by Brittany, but more help could be used by board members.
- Volunteer Recognition Banquet:
 - SVP likes the idea of a Carnival Theme for the Volunteer Recognition Banquet for 2018. Everybody really liked the idea, but Billy Power suggested putting a survey out to volunteers to see what their thoughts would be on the theme. A mailing will be sent out by Brittany by the end of the month.
- Ft. Stanton Trip:
 - Karen is taking her FGP/SCP volunteers, along with a few RSVP volunteers on a trip to Ft. Stanton, NM on October 27, 2017.

- **Unscheduled Communication**

- Nina Walker-Saenz would like Julie Baker to check and see if there are any grants out there to provide transportation for volunteers to worksites. She would also like to see a volunteer drive set up to recruit new volunteers.

Adjourned 2:32 pm

Respectfully,
SVP Staff



Senior Volunteer Programs

Annual Spaghetti Dinner

Friday, October 13, 2017

Sgt. Willie Estrada Civic Center

5 pm to 8 pm

Spaghetti & Meatballs, Salad and Bread

Tickets are \$7.00 in the SVP Office (2201 Puerto Rico Ave Alamogordo, NM 88310) or tickets also available at the door

For more information call 439-4154

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Foster Grandparent
Senior Companion
Volunteer trip -
10/27/17

Fort Stanton NM

Step Back into New Mexico History

Few sites in the nation encompass the breadth of history seen at the Fort Stanton Historic Site. Early cultures lived along the Bonito River, leaving behind rich archeological evidence of human occupation. Spanish and Mexican settlers established communities in the nearby area, long before the United States sent the military west to protect settlers journeying to the region from the indigenous Apache Indians who claimed the lands as their own. Named for Captain Henry W. Stanton, the Fort was established in 1855 and operated as a military fortification through 1896.

The Fort Stanton Historic Site is a must-see attraction when visiting Lincoln County. Nestled on Highway 220 that bisects the Billy the Kid Scenic Byway, New Mexico's newest historic site features over 155 years of southwestern history ranging from its initial creation as a military garrison to its significance as the first tuberculosis hospital in the state, to an internment camp for German seaman during World War II.





If you are a lover of landscapes, a trip to Fort Stanton is an important leg on the journey through New Mexico. The Fort was built along the Bonito River running through the picturesque Capitan Mountains with the Sacramento Mountains – and the beautiful peak of Sierra Blanca – in the easily visible distance. There are few places in the nation that rival the sunsets in this historic and culturally significant area.

Fort Stanton is also partner with the Bureau of Land Management (BLM) which oversees thousands of acres surrounding Fort Stanton. Visitors are invited to enjoy the nearly 100 miles of trails, a camping area, and horseback riding operated by BLM. The BLM operates an extensive caving program including studies of the Fort Stanton Cave and Snowy River, but the caves are not yet open to the public.

With 53 buildings along the Rio Bonito, Fort Stanton is an ongoing project of the New Mexico Department of Cultural Affairs, and we invite you and your family to come out and watch our progress. It is a great place to bring your entire family for a picnic or a day of fun and exploration.

So, if you are looking for a special place to visit, a place to help you understand the history of New Mexico, and a place whose beauty and activity will leave an indelible impression on you and your family, please visit the Fort Stanton Historic Site and watch our history come to life.

Read more about Fort Stanton in a feature in the [Liberty Log!](#) published in Baltimore, Maryland

Like 293

SENIOR VOLUNTEER PROGRAMS

2201 PUERTO RICO AVE. * ALAMOGORDO, NM 88310 * 575-439-4154

November Agenda

Dear Members of the Advisory Council:

The Senior Volunteer Programs Advisory Council will hold a regular business meeting on **Wednesday, November 15, 2017** at 1:15 pm in the **Alamo Senior Center** classroom, 2201 Puerto Rico Avenue

The proposed agenda is as follows:

- a) Invocation and Roll Call
- b) Approval of October, 2017 Minutes
- c) Staff Reports
 - 1. Foster Grandparent Program (FGP)—Karen Groves
 - 2. Senior Companion Program (SCP)—Karen Groves
 - 3. Retired Senior Volunteer Programs (RSVP)—Brittany Clark
 - 4. Senior Volunteer Programs (SVP)—Julie Baker
- d) Senior Center Update (ASC)—Peter
- e) Old Business:
 - 1. Ft. Stanton Trip-Karen
 - 2. Board Recruitment-Brittany
 - 3. SAC By-Laws-Peter
- f) New Business
 - 1. Board Nominations and Elections-Julie
 - 2. December Meeting-Julie
 - 3. RSVP Position-Brittany
- g) Unscheduled Communication

Adjournment

Next Meeting December 20, 2017 at 1:15 pm

Respectfully,

SVP Staff

SENIOR VOLUNTEER PROGRAMS, FGP/RSVP/SCP

2201 PUERTO RICO AVE. * ALAMOGORDO, NEW MEXICO 88310 * (575) 439-4154

MINUTES of November 15, 2017

SENIOR VOLUNTEER PROGRAMS ADVISORY COUNCIL MEETING

MEMBERS PRESENT	MEMBERS ABSENT	STAFF PRESENT	GUESTS
Mike Groves Eldon Hoover Susan Hopkins Billy Power Nina Walker-Saenz Catherine Yee	Stephen Butler John Ely	Julie Baker Brittany Clark Karen Groves Peter McKown	

The meeting was held at Alamo Senior Center, 2201 Puerto Rico Avenue, Alamogordo, NM.

Attendance sheet passed around.

Meeting called to order at 1:17 pm

Minutes reviewed for October meeting. Motioned to accept and carried by vote.

○ **Staff reports**

- Karen reported that her efforts in Mescalero were a success and that the group has decided to take on the FGP program with 2 volunteers. Karen has a meeting on the 22nd with Charlie from the Mescalero schools to sign the MOU to get the group started.
- Brittany reported that there are currently 324 active volunteers and 75 worksites for the RSVP department.
- Julie reported that Brittany Clark is leaving the SVP department to accept a position as the new Senior Services Supervisor. Hopefully, they will get someone in that position soon and will start the process. We are currently 6 months out for the volunteer banquet. The department is open to ideas, and a question was brought up about doing a survey that was previously brought up at last month's meeting. This was tabled for new business.

○ **Senior Center Update**

- The Senior Center is continuing to work on assessments, and are able to complete 3-7 per day with the help of setting up an assessment station outside the lunch line. In March 2018, it will be required for anyone to have a food server's license to handle food. We are currently in the process of discovering a process for all volunteers to have this completed and will be in further communication as such.

○ **Old Business**

- Ft. Stanton Trip—it was a wonderful trip for the volunteers. The buildings were open to view and had a very nice picnic lunch at the picnic tables. More trips such as this will be planned in the future.
- Board Recruitment—Still going strong, we are currently in need of 2 open seats to be filled.
- SAC By-laws—through much confusion as the previous meetings, it was been decided on, reviewed by legal and voted on that the by-laws shall remain the way it was originally written, and to be understood that both the FGP/SCP and RSVP coordinators do in fact have voting rights at the meetings going forward.

- **New Business**

- Board Nominations and Elections—a special meeting will be held on December 13, 2017 to have nominations for the board. Elections will be held at the start of the January meeting, and then the new board will be in control going forward.
- December Meeting—Will be held December 13, 2017
- Survey Committee—Sue motioned to have a survey committee of 3 board members for the 2019 volunteer recognition banquet. Nina seconded that and was unanimously voted for. It was decided that the theme for the 2018 banquet will be decided by SVP after several ideas were given.

- **Unscheduled Communication**

Adjourned 2:50 pm

Respectfully,
SVP Staff

SENIOR VOLUNTEER PROGRAMS

2201 PUERTO RICO AVE. * ALAMOGORDO, NM 88310 * 575-439-4154

December Agenda

Dear Members of the Advisory Council:

The Senior Volunteer Programs Advisory Council will hold a special business meeting on **Wednesday, December 13, 2017** at 1:15 pm in the **Alamo Senior Center** classroom, 2201 Puerto Rico Avenue

The proposed agenda is as follows:

- a) Invocation and Roll Call
- b) Approval of November, 2017 Minutes
- c) Staff Reports
 - 1. Foster Grandparent Program (FGP)—Karen Groves
 - 2. Senior Companion Program (SCP)—Karen Groves
 - 3. Retired Senior Volunteer Programs (RSVP)—Julie Baker
 - 4. Senior Volunteer Programs (SVP)—Julie Baker
- d) Senior Center Update (ASC)—Peter
- e) Old Business
 - 1. Board Nominations & Elections
- f) New Business
- g) Unscheduled Communication

Adjournment

Next Meeting January 17, 2018 at 1:15 pm

Respectfully,

SVP Staff

SENIOR VOLUNTEER PROGRAMS, FGP/RSVP/SCP

2201 PUERTO RICO AVE. * ALAMOGORDO, NEW MEXICO 88310 * (575) 439-4154

MINUTES of December 13, 2017

SENIOR VOLUNTEER PROGRAMS ADVISORY COUNCIL MEETING

MEMBERS PRESENT	MEMBERS ABSENT	STAFF PRESENT	GUESTS
Susan Hopkins John Ely	Stephen Butler Mike Groves Eldon Hoover Billy Power Nina Walker-Saenz Catherine Yee	Julie Baker Karen Groves	

The meeting was held at Alamo Senior Center, 2201 Puerto Rico Avenue, Alamogordo, NM.

Attendance sheet passed around.

MEETING WAS CANCELLED – THERE WAS NOT A QUORUM

Adjourned 1:30 pm

Respectfully,
SVP Staff

WHITE

SANDS

BEAUTIFICATION

COMMITTEE

White Sands Beautification Committee

In accordance with Ordinance No. 1014 requiring committees submit a report out to the city commission, below is the annual report for the White Sands Beautification Committee (WSBC) for 2017.

August 28, 2017, 1st meeting

MEMBERS PRESENT: David Gonzalez (Committee Chair)

Cam Wilde (Member)
Chris Hayman (Member)
Pamela Lee (Member)
Martha Trujillo (Member)
Stephanie Hale (Member)

STAFF PRESENT: Darron Williams (City Planner)

Stella Rael (P & Z Administrator)

Opening comment made by David G.: welcome and thanks, #1 item from city survey was the beatification of Alamogordo.

1st meeting of the WSBC started out with opening comments from Chair David Gonzalez which consisted of welcoming the public and mention of the results of the recent survey stating that number 1 item ahead of education and healthcare was the beatification of Alamogordo specific to white sands boulevard. There was a large public turnout.

Introductions were made and then the review of the ordinance 1532, and organizational structure established, meeting schedule determined and approved.

Public comment: Mr. Randy Burrows, expressed interest and concern of time limits for beatification process. "Looking for Immediate results".

Nancy for Main Gate United Education expressed support for the grass roots movement.

- Motion to adjourn 6:57 pm

September 25, 2017

MEMBERS PRESENT: Chris Hayman (Member)

Pamela Lee (Member)
Martha Trujillo (Member)
Stephanie Hale (Member)
Michelle Gill (Member)
Mark Praught (Member)

MEMBERS ABSENT: David Gonzalez (Chairman)

Cam Wilde (Member)

STAFF PRESENT: Darron Williams (City Planner)

Petria Schreiber (City Attorney)

Call to order at 6:00 pm

Call to order and roll call

Ms. Pamela Lee stated that the goal of the WSBC is to accomplish the resurrection of the city by restoring White Sands Blvd. The WSBC will be following the same type of format as Main Street. WCBC supported by city not state. Presentation by the Legal Department on Open Meetings Act for committee education. After the presentation offices of Vice-Chair and secretary voted in, a request for city assistance in the completion of minuets was made.

Business moved into discussion of development of sub committees to facilitate goals. The committee then agreed on the creation of by-laws, reviewed and to be voted in at the next meeting. Business ended with milestones and similarities between WSBC and Main Street initiatives.

Motion adjourn at 7:51pm

Monday October 23, 2017

MEMBERS PRESENT: David Gonzalez (Committee Chair)

Michelle Gill (Vice-Chair)

Martha Trujillo (Member)

Mark Praught (Member)

Chris Hayman (Member)

STAFF PRESENT: Darron Williams (City Planner)

Shelbe Abbott-Leyva (Recording Secretary)

Call to order, approval of agenda and minuets

Business of this committee meeting started off with the motion to approve by-laws, motion carried and then Sub committees were developed and voted in. 3 initial projects were approved, Veterans memorial, cleanup 1st through 10th, and development of web cam's for the city. Next a discussion of the development of near/mid/long-term goals was had.

Public communication:

Michelle Brideaux, Communications & Marketing Administrator for the City of Alamogordo, stated that she would like to share with the public what the White Sands Beautification Committee is doing. Ms. Brideaux stated that presenting to local civic groups is wise and will create volunteer opportunities. Other outlets to share the White Sands Beautification Committee activities would be media, online outlets, and a promotional video is suggested.

Adjourn 7:07pm

Monday October 23, 2017

MEMBERS PRESENT: David Gonzalez (Committee Chair)

Michelle Gill (Vice-Chair)

Martha Trujillo (Member)

Mark Praught (Member)

Chris Hayman (Member)

STAFF PRESENT: Darron Williams (City Planner)

Shelbe Abbott-Leyva (Recording Secretary)

Call to Order and Roll Call

Business of this meeting consisted of the approval of past minutes, By-laws, sub-committees. The committee moved into sub-committee report outs.

Michelle Brideaux, Communications & Marketing Administrator for the City of Alamogordo, stated that she would like to share with the public what the White Sands Beautification Committee is doing. Ms. Brideaux stated that presenting to local civic groups is wise and will create volunteer opportunities. Other outlets to share the White Sands Beautification Committee activities would be media, online outlets, and a promotional video is suggested.

David Gonzalez, Chair, stated that the 'near' goals have been put into place by approving the by-laws and establishing sub-committees. He stated that the 'mid' goals are to start taking action with the sub-committees with guidelines and projects. Mr. Gonzalez went on to say that the 'long-term' goals are within the master plan.

Darron Williams, City Staff, stated that the master plan will be a product of the White Sands Beautification Committee.

Adjourn 7:07

Monday November 27, 2017

MEMBERS PRESENT: David Gonzalez (Committee Chair)

Stephanie Hale (Secretary)

Mark Praught (Member)

Cam Wilde (Member)

STAFF PRESENT: Darron Williams (City Planner)

Shelbe Abbott (P & Z Administrative Assistant)

Call to Order and Roll Call 6:00pm

Business started after the approval of past minutes and agenda, then move into subcommittee report outs Mark Praught moving forward with task of evaluating location for web cam. Mr. Praught showed a video that was taken atop the billiard building, he recommended that links should be established within the chamber web-site. Mr. Gonzalez offered technical expertise on the requirements of web -cam.

First cleanup day was presented and approved shooting for January 20th, discussion of notification to all the businesses affected was needed to happen.

Facebook site was developed along with calling card for WSBC as an introduction and speaking point. Also the group identified that the chamber Calendar should be utilized. Then a main street report out on related initiatives.

Adjourn 7:00 pm

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 01/09/2018

Report Date: 12/19/2017

Report No: 5.

Submitted By: Katie Josselyn, Maggie Paluch

Subject: Consider and act upon, final publication of Ordinance No. 1547 an ordinance repealing Appendix B (Employee Manual) of the City of Alamogordo Code of Ordinances, and replacing it with a new Employee Manual. (*Katie Josselyn, Human Resources Director and Maggie Paluch, City Manager*) **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve Ordinance No. 1547 for final publication.

Background: Staff presented a new Employee Manual to Commission during the November 7, 2017 Commission meeting, requesting authorization for the City Manager to develop and implement an employee manual at their discretion.

Staff amended the proposed Employee Manual, retaining the Commission's authority over the Employee Manual.

Amendments were also made to the Compensation Plan section. The estimated cost of this new plan, had it been in place over the past year, is \$4,180. This difference is subjective from year to year based on personnel actions taking place during any respective fiscal year. However, the new plan provides a defined compensation plan.

ORDINANCE NO. 1547

**AN ORDINANCE REPEALING APPENDIX B (PERSONNEL MANUAL) AND
OF THE CITY OF ALAMOGORDO CODE OF ORDINANCES AND
REPLACING IT WITH A NEW EMPLOYEE MANUAL.**

WHEREAS, the City of Alamogordo finds it necessary to maintain a manual for all of its personnel policies;

WHEREAS, from time to time that manual must be updated to come into compliance with local and federal laws;

BE IT THEREFORE ORDAINED by the City Commission of the City of Alamogordo, New Mexico that Appendix B of the Code of Ordinances is hereby repealed and replaced with the attached new Employee Manual.

DONE this ____ day of _____, 2017.

CITY OF ALAMOGORDO, NEW MEXICO
A New Mexico municipal corporation

By: _____
Richard Boss, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Schreiber, City Attorney

City of Alamogordo

Employee Manual



11/21/2017

ABOUT THIS HANDBOOK/DISCLAIMER

We prepared this manual to help employees find the answers to many questions that they may have regarding their employment with City of Alamogordo. Please take the necessary time to read it.

We do not expect this manual to answer all questions. Supervisors and Human Resources also serve as a major source of information.

Neither this manual nor any other verbal or written communication by a management representative is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation, nor does it confer any contractual rights whatsoever.

No City representative other than City Manager may modify at-will status and/or provide any special arrangement concerning terms or conditions of employment in an individual case or generally and any such modification must be in a signed writing.

Many matters covered by this manual, such as benefit plan descriptions, are also described in separate City documents. These City documents are always controlling over any statement made in this manual or by any member of management.

This manual states only general City guidelines. The City may, at any time, in its sole discretion, modify or vary from anything stated in this manual, with or without notice, except for the rights of the parties to end employment at will, which may only be modified by an express written agreement signed by the employee and City Manager.

The official manual is on the City website located at ci.alamogordo.nm.us, and is maintained by Human Resources.

This manual is subject to the terms of any applicable collective bargaining agreement and the Labor Management Relations Ordinance.

This manual supersedes all prior manuals.

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Section 1 - Governing Principles of Employment

1-1. Introduction

For employees who are commencing employment with City of Alamogordo (or the "City"), on behalf of City of Alamogordo, let me extend a warm and sincere welcome.

For employees who have been with us, thanks for your past and continued service.

I extend my personal best wishes for success and happiness here at City of Alamogordo. We understand that it is our employees who provide the services that our citizens rely upon, and who will enable us to create new opportunities in the years to come.

Margaret D. Paluch, City Manager

1-2. Glossary of Terms

ANNIVERSARY

The date on which an employee was appointed to a regular position or the date of promotion/demotion/transfer.

APPEAL

A formal or informal process for requesting a change to an official decision.

AT-WILL EMPLOYEES

Those who serve at the will and pleasure of the City Manager or his or her designee and may be terminated at any time with or without cause and may not appeal such termination, except under certain contractual conditions.

BENEFITS

Taxable or non-taxable remuneration and/or services provided by the City which are separate and in addition to basic pay for time worked.

CITY

The municipal government, composed of the City Commission, the City Manager, all departments, divisions, agencies, and employees which comprise the organization design to provide service to the citizenry.

CITY COMMISSION

The duly elected or appointed officials who comprise the legislative body of the municipal government with powers defined by New Mexico Law.

CITY MANAGER

The municipal government's official who directs the administration of a City, or a person designated to assume the position on an acting basis, charged with complete responsibility of employees, facilities, and other resources set forth by New Mexico State Law and the City Charter.

CLASS

One or more positions that are sufficiently alike in, warranting using the same (or similar) title, qualification requirements, examination, and pay grade. Sometimes called "Classification".

CLASSIFICATION PLAN

An ordering of different positions in the City service according to duties, responsibilities, and required qualifications.

CONTINUOUS EMPLOYMENT

The period during which the City employs a person in a regular status uninterrupted by termination or suspension.

CORRECTIVE ACTION

An action taken to correct the behavior or the performance of an employee.

DEMOTION

The assignment of an employee from one class to another which has a lower pay rate or grade and is corrective in nature.

DEPARTMENT DIRECTOR

A City official designated with the responsibility for management of a major department of the City government. Departments are comprised of several divisions with similar service missions.

DISABLED EMPLOYEES

Individuals who have suffered a permanent disability while an employee of the City government.

DISMISSAL

Involuntary termination of employment for reasons other than lack of funds or lack of work.

EAP

Employee Assistance Program (EAP) is a benefit to aid employees in resolving personal problems.

ELIGIBLE

A person has the right to do or obtain; satisfying the appropriate conditions or whose name is included with a list of qualified candidates for a vacant position.

ELIGIBLE LIST

A list of persons qualified to fill a vacancy in a particular class.

EMPLOYEE

An individual who is legally employed by the City government and is paid through the City payroll, except for contracted persons, and consultants.

ENTRY LEVEL RATE

The minimum base rate in any salary grade established for a class.

FINAL RATING

A job candidate's earned composite score or consensus rating for all aspects of the selection process.

FRATERNIZATION

To associate with others in a brotherly or congenial way.

FULL-TIME

A position that requires at least forty (40) hours work per work week.

GRIEVANCE

An employee's complaint regarding alleged unjust application, interpretation, or violation of the rules and regulations of the City, or the department for whom the employee works.

GRADES

An ordering of positions within a pay plan.

JOB DESCRIPTION

A written description of a class, which includes the position title, a general statement of duties and responsibilities, examples of typical duties performed, a statement of minimum qualification requirements, and definition of working conditions.

JOB EVALUATION

A review of the duties and responsibilities of a position and the qualifications required to perform the essential functions of the position.

LAYOFF

Involuntary termination of an employee due to lack of work, lack of funds, elimination of a position through reorganization, reclassification of positions, or other changes that have taken place.

LWOP

Leave without pay is a temporary status and absence from duty that, in most cases, is granted at the employee's request. Approval of LWOP is a matter of supervisory discretion.

MANAGEMENT

Persons designated as head of a group of employees, a section, a major functional unit, or an activity, with authority and responsibility to exercise independent judgement; who assigns tasks, sets standards of job performance, recommends hires, transfers, suspensions, layoffs, recalls, promotions, and terminations of subordinates. Further, they may assign, reward or correct the action of others, and direct or adjust employee grievances.

MEDICAL EVALUATION

An objective assessment of the candidate as compared with medical standards.

MEDICAL STANDARDS

Medical requirements established by the City for all classes of positions. Inability to meet one or more medical

standard(s) established for a position will result in rejection of the candidate or withdrawal of a conditional offer of employment.

NEPOTISM

Favoritism shown on the basis of family relationship by those with power or influence.

NEW HIRE

A person not previously employed by the City.

OPEN COMPETITION

Competition for a position which is available to all interested persons internally and externally.

OVERTIME WORK

Time worked for an hourly employee in excess of forty (40) hours per work week.

PAID TIME OFF (PTO)

Leave with pay granted after accrual to eligible employees for their own personal use.

PAY

Payment that is uniform from one payday to the next and does not depend on the number of hours worked.

PAY DIFFERENTIALS

Also called "overlays." Pay for additional duties beyond what the position originally required.

PAY PLANS

The salary schedules for salaried/exempt and hourly/non-exempt employees or any other class(es) of positions in the municipal service.

PAY RANGE

The minimum and maximum base rates established for each pay grade.

PAY RATE

Also called base rate. The specific salary established within each salary grade.

PER DIEM ALLOWANCE

Daily allowable compensation for lodging and subsistence for in-state and out-of-state travel at the current reimbursement rate.

POSITION

An authorized, budgeted job within the municipal service. A position may be vacant or occupied by an incumbent.

POSTING

The advertising of vacant positions.

PREFERENCE

The additional consideration that is given to a regular employee applying for an established vacancy who meets the minimum qualifications of a classification.

PROBATIONARY PERIOD

A six (6) month or one year (12 month) trial period of employment, during which an employee is required to demonstrate fitness for regular employment and during which time the employee may be terminated without cause and without the right of appeal.

PROMOTION

The assignment of an employee from one grade to another, which has a higher maximum rate of pay and greater responsibility. Promotion requires that an employee undergo another probationary period.

RECLASSIFICATION

A change in duties, responsibilities, qualifications, title, and/or grade of a position as a result of a job evaluation.

REGULAR FULL-TIME EMPLOYEE

A Regular Full-Time employee is one whose average workweek is no less than forty (40) hours in a seven (7) day period, has successfully completed the introductory period, and is entitled to employee benefits.

REGULAR PART-TIME EMPLOYEE

A City employee who works less than forty (40) hours/week, and not more than 29 hours/week, in a regularly budgeted position, and has successfully completed the probationary period.

RE-HIRE

Re-employment of a former employee, restored to the municipal service in good standing.

REINSTATEMENT

An action whereby an employee is restored to the municipal service after involuntary termination or suspension.

RESIGNATION

The voluntary termination of employment, prior to retirement, by an employee.

RETIREMENT

Any employee retiring in good standing under City employment and under the New Mexico PERA Retirement system.

REVIEWER

The rater's immediate superior or designee who is required to review and approve each performance evaluation within his or her purview before it is included as part of the reviewed employee's permanent record.

SEASONAL/TEMPORARY

Full or part-time employees working not more than six (6) months per calendar year, for a special purpose, project or definite number of projects during a peak season. These employees are not eligible for benefits and may be terminated at any time with or without cause and without the right to appeal.

SELECTION TOOL

Tools used separately or in combination, as appropriate, to obtain the best qualified applicants for vacant positions. Such devices may include, but are not limited to, work sample and performance tests, practical written tests, oral examinations, rating of training and experience, interview, skills tests, and others.

SEPARATION

Removal of an employee from the municipal payroll for voluntary or involuntary reasons; to include dismissal, resignation, layoff, retirement, abandonment of the job, death, etc.

SERIOUS ILLNESS

An illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature for which meets the definition of a serious illness in the Family and Medical Leave Act.

SUPERVISOR

An employee with authority to exercise independent judgement on behalf of the City government to recommend hire, transfer, suspension, layoff, recall, promotion, demotion, discharge, and other personnel actions.

TERMINATION

The resignation, retirement, dismissal, or death of an employee.

TEST

A formal method by which an applicant's or employee's qualifications for employment or promotion are assessed.

TRANSFER

Assignment of an employee from one position to another in the same pay grade, a lower pay grade, or a pay grade with the same or a lower minimum rate of pay. May also be assignment of an employee from one work site to another, from one Department to another, to more or less responsible or skilled occupations, or from one operational assignment to another in accordance with existing City policy. Transfers may be voluntary or involuntary. An involuntary transfer, which results in a reduction of base pay is considered a demotion.

UNAUTHORIZED ABSENCE

Absence from duty without supervisory approval.

VACANCY

An authorized position not occupied by an incumbent, which has been approved by the appropriate designated authority for filling.

WAGE

Payment that is calculated according to the number of hours worked and which may fluctuate from one payday to the next as the number of hours worked varies.

1-3. Objective

It is the objective of the City of Alamogordo to provide the maximum possible service to the public within available funding and to provide courteous treatment to all persons having any dealings whatsoever with the City, under all circumstances. This manual is intended to be one of the means whereby the City will accomplish this objective.

1-4. Authority

The following practices and procedures were developed under the authority of the City Commission and shall supersede any Ordinances or rules relating in any way to personnel heretofore adopted, except for those rules adopted as the result of any collective bargaining agreement adopted pursuant to the City's collective bargaining ordinance.

1-5. Purpose

It is the purpose of this manual to establish a system of uniform and appropriate personnel procedures to improve the quality of personnel administration. It is not the purpose of this manual to create an express or implied contract of employment in any way. This manual will consist of good employment practices such as:

1. Recruiting, selecting and advancing employees on the basis of their knowledge, skill, and ability, as well as open consideration of qualified applicants for initial appointment.
2. Retaining employees on the basis of performance, correcting inadequate performance, and separating employees whose performance cannot be corrected.
3. Assuring fair treatment of applicants and employees in selection, promotion, training, and all other aspects of personnel administration without regard to political affiliation, race, color, national origin, sex, age, religion, handicap, or any other protected status and with proper regard for their privacy and constitutional rights as citizens.
4. Assuring that employees are not coerced to support or oppose particular candidates or electoral issues and are prohibited from using their official authority for personal gain for the purpose of interfering with or affecting the outcome of an election.
5. To assist managers in the development of sound management practices and procedures, and to make effective, consistent use of Human Resources throughout the City.

1-6. Scope

The scope of this manual includes a compilation of procedures, which governs and affects personnel administration for all departments within the jurisdiction of the Alamogordo City Government, unless otherwise specified.

1-7. Amendments

The City Manager shall recommend changes to this manual to the City Commission as needs become apparent. Such changes shall become effective when the ordinance adopting such amendments becomes effective.

The City specifically reserves the right to repeal, modify or amend these policies at any time, with or without notice.

1-8. Administration of the Personnel System and Manual

The City Manager shall administer all aspects of the personnel administration in accordance with these rules in compliance with City Ordinance, and the laws of the State of New Mexico and the United States of America.

Henceforth the City Manager may, with sole discretion, appoint a designee to fulfill any or all responsibilities of administration of this manual as deemed appropriate, except those specifically reserved to the City Manager by statute.

The City Manager shall:

1. Develop, maintain, and apply these procedures for the recruitment, compensation, promotion, training, discipline, and related aspects of personnel management for all personnel under the City's jurisdiction;
2. Maintain the classification and pay plans of the City;
3. Recommend to the City Commission such new or revised personnel rules as are deemed necessary and desirable;
4. Issue supplemental regulations and directives necessary for the effective implementation of these rules, which shall not invalidate the effect of these rules;
5. Approve contractual arrangements with any qualified person or agency for the performance of technical and professional services required in the establishment and operation of the personnel program;
6. Delegate to Department Directors the responsibilities and authorities described herein and such others as are deemed necessary for successful administration of the personnel program; and
7. Maintain or cause to be maintained an adequate employment record of each employee, including a record of official acts under these policies.

1-9. Authority to Develop Departmental Rules and Regulations

Supplemental personnel rules and regulations, not in conflict with this manual, may be drafted by Department Directors to meet specific needs of their areas of responsibility. Such supplemental regulations must be authorized by the City Manager prior to implementation. Such approved regulations must be distributed to the affected employees and an acknowledgement of receipt for each employee must be obtained by the supervisor. Approved department regulations shall have the same force and effect as those promulgated by this manual, provided however, that should there be a conflict between departmental regulations and this manual, this manual will govern.

1-10. Application of Provisions

The provisions of this Employee Manual shall apply to all persons employed by the City, except as follows:

1. At Will employees are subject to the grievance procedure(s) outlined in their respective contract(s).
2. Members of City boards and committees appointed by the Mayor, City Commission, or City Manager.
3. Contract labor personnel.
4. Employees represented by a collective bargaining unit are covered by any provision of this Employee Manual not modified by their collective bargaining agreement.

1-11. Compliance with Federal/State Employment Laws and City Ordinances

The City of Alamogordo promotes and will use its best efforts to comply with all federal and state employment laws as they apply to municipal government, as well as the Ordinances of the City of Alamogordo.

1-12. Equal Employment Opportunity

City of Alamogordo is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, creed, color, religion, alienage or national origin, ancestry, citizenship status, age, disability or handicap, sex, marital status, veteran status, sexual orientation, genetic information, or any other characteristic protected by applicable federal, state or local laws. Our management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment.

The City will endeavor to make a reasonable accommodation to the known physical or mental limitations of qualified employees with disabilities unless the accommodation would impose an undue hardship on the operation of our business. If you need assistance to perform your job duties because of a physical or mental condition, please notify the Human Resources Office and your immediate supervisor.

The City will endeavor to accommodate the religious beliefs of its employees to the extent such accommodation does not pose an undue hardship on the City's operations. If you wish to request such an accommodation, please speak to your immediate supervisor and the Human Resources Office.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the Human Resources Office. The City will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If an employee feels he or she has been subjected to any such retaliation, he or she should bring it to the attention of the Human Resources Office. Violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including termination.

1-13. Harassment

It is City of Alamogordo's policy to prohibit intentional and unintentional harassment of any individual by another person on the basis of any protected classification including, but not limited to, race, color, national origin, disability, religion, marital status, veteran status, sexual orientation or age. The purpose of this policy is to ensure that no one harasses another individual.

If an employee feels that he or she has been subjected to conduct which violates this policy, he or she should immediately report the matter to the employee's supervisor. If the employee is unable for any reason to contact this person, or if the employee has not received a response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact the Human Resources Office. Human Resources will consult with the Department Director. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact the City Attorney's Office or the City Manager's Office. Every report of perceived harassment will be investigated. Corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed.

In addition, the City will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If an employee feels he or she has been subjected to any such retaliation, he or she should report it in the same manner in which the employee would report a claim of perceived harassment under this policy. Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

1-14. Sexual Harassment

It is City of Alamogordo's policy to prohibit harassment of any employee by any supervisor, employee, citizen or vendor on the basis of sex or gender. The purpose of this policy is to ensure that all City employees are free from sexual harassment. While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include unwelcome sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars or posters, sending sexually explicit e-mails, text messages and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually related comments. Depending upon the circumstances, improper conduct also can include sexual joking, vulgar or offensive conversation or jokes, commenting about an employee's physical appearance, conversation about your own or someone else's sex life, or teasing or other conduct directed toward a person because of his or her gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.

If the employee feels that he or she has been subjected to conduct which violates this policy, the employee should immediately report the matter to the employee's supervisor. If unable for any reason to contact this person, or if the employee has not received a response within five (5) business days after reporting any incident of perceived harassment, the employee should contact the Human Resources Office. Human Resources will consult with the Department Director. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact the City Attorney's Office or the City Manager's Office. Every report of perceived harassment will be investigated. Corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed.

In addition, the City will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If an employee feels that he or she has been subjected to any such retaliation, the employee should report it in the same manner in which a claim of perceived harassment would be reported under this policy. Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

1-15. Workplace Violence

City of Alamogordo is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to City and personal property.

City of Alamogordo prohibits employees from engaging in any physical confrontation with a violent or potentially violent individual. However, we do expect and encourage employees to exercise reasonable judgment in identifying potentially dangerous situations.

Prohibited Conduct

Threats, threatening language or any other acts of aggression or violence made toward or by any City employee will not be tolerated. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation.

Procedures for Reporting a Threat

All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom the employee feels comfortable. Emergency 911 should be contacted if needed. Reports of threats may be maintained as confidential to the extent maintaining confidentiality does not impede the ability to investigate and respond to the complaints. All threats will be promptly investigated. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

If the City determines, after an appropriate good faith investigation, that someone has violated this policy, the City will take appropriate disciplinary action up to and including termination.

If an employee is the recipient of a threat made by an outside party, that employee should follow the steps detailed in this section. It is important for the City to be aware of any potential danger, and to take effective measures to protect everyone from the threat of a violent act by an employee or by anyone else.

1-16. Anti-Bullying

City of Alamogordo prohibits any form of bullying. Bullying is an act of aggression causing embarrassment, pain, or discomfort to someone. It can take a number of forms including, but not limited to physical, verbal, making gestures, or exclusion. It may be an abuse of power. It can be planned and organized, or it may be unintentional. It may be perpetrated by individuals or by groups of individuals.

The City is opposed to bullying and it will not be tolerated. If an employee feels that he or she has been subject to conduct in the workplace which violates this policy, he or she should immediately report the matter

to the employee's supervisor. If the employee is unable for any reason to contact this person, or if the employee has not received a response within five (5) business days after reporting any incident of what the employee perceives to be bullying, the employee should contact the Human Resources Office. Human Resources will consult with the Department Director. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact the City Attorney's Office or the City Manager's Office.

1-17. Alternative Dispute Resolution

The City encourages the resolution of legal claims, including employment claims, through alternative dispute resolution ("ADR"), and intends to use ADR in disputes. Included below is a preliminary step which encourages, whenever possible, the use of mediation to resolve conflict. This step is intended to urge the consideration of the option of mediation, but in no way limits or preempts other remedies to which employees and the City are entitled by law.

When possible, the Department Head considering corrective action may file a request for mediation with the Human Resource office prior to initiating corrective action. When mediation is pursued, participation in such session will be limited to the two (2) parties involved, the City Attorney's Office, and the mediator. Other parties may be included, exclusive of any representative or attorney, at the discretion of the mediator. Further, when mediation is pursued, all time limitations will be tolled as of the filing of the request for mediation with the Human Resource's Office and until such time as the mediation is completed. If a resolution is not reached through mediation, disciplinary action may ensue. A Department Head considering termination may not use mediation.

Section 2 - Recruitment and Selection

2-1. Recruitment Policy

Policy

It is the policy of the City to recruit and select the most qualified persons for positions in the City's service. Recruitment and selection shall be conducted in a manner that will ensure the City's best interest, open competition, provide equal employment opportunity, prohibit discrimination or favoritism as per federal and state laws and local ordinances.

Recruitment

The Human Resources Department policy is to conduct an active recruitment program designed to meet current and projected manpower needs. Recruitment will be tailored to the various classes of positions to be filled and will be directed to available sources likely to yield qualified applicants, including, but not limited to: internal posting, public notification through the New Mexico Department of Labor, media, web advertising, and posting at institutes of higher learning.

Posting of Vacancies

The Human Resources Department policy is to post and advertise job announcements in order to attract an adequate number of applicants and to promote an environment of competition that in turn will assure the selection of the most qualified candidates for any given position. These announcements shall include information sufficient to inform applicants of the pertinent features of the job.

The Human Resources Office will in its best efforts create a pool of qualified applicants to encourage diversity and ensure Equal Employment Opportunity in hiring. The following practices for listing positions will be followed under the Human Resources Department's direction with regard to Equal Employment Opportunity in the City of Alamogordo:

- A. Regular full-time positions must be open for a minimum of five (5) work days; and
- B. Must be advertised in the City's paper of record and/or on the City's official web site, except when the City determines that a given position is to be filled from within the City organization or through an employment agency such as the New Mexico Department of Labor, it will not be required to advertise in said paper of record.

Application Forms

All applications for employment shall be submitted to the Human Resources Department on the standard City application form either electronically or in hard copy. Such application forms shall require background information to include training, experience, and other pertinent information that is not prohibited by law. All applications must be signed, either electronically or in writing, and proof of qualification may be required. An application for employment will not be accepted beyond the closing date of a job vacancy announcement. Resumes without an application, and incomplete or late applications will not be accepted. Electronic and faxed applications will be accepted under the same procedure. All applications and resumes shall become the property of the City and shall become a permanent part of the personnel file upon being hired.

Applicant Qualifications

Qualifications are the primary consideration in filling any position. Experience, education, training, skills, and other abilities, as well as specific position requirements and the prior employment history of the applicant, are considered in appraising individual qualifications. Qualifications are subject to change within job fields and according to job descriptions prior to posting.

Notwithstanding the foregoing, no person shall be eligible to have his or her name certified for original appointment to the position of Police Officer if such person has not reached his or her twenty-first birthday on the date of the application for the position, or the position of Firefighter if such person has not reached his or her eighteenth birthday on the date of application for the position.

Rejection of Applications

The Human Resources Department may reject any application, which indicates that the applicant does not meet the minimum qualifications as established. Applications may also be rejected for, but not limited to the following, and consistent with the American with Disabilities Act, when the applicant:

- A. has falsified an application or resume;
- B. is unable to perform the duties of the position, for whatever reason(s);
- C. does not pass the pre-employment tests as outlined in this manual;
- D. refuses to submit, or does not submit in a timely manner, documents required by the established position or by law to determine the applicant's suitability for employment in the United States of America under the Immigration Reform Act, Social Security Act, or documents required to determine established education for the position;
- E. has an unsatisfactory employment record or personal record as evidenced by information contained on the application form or by results of a background check;
- F. is not within the legal age prescribed by law or City Ordinance;
- G. fails to meet any standards applicable to the physical or mental demands of the position;
- H. fails a pre-employment drug test;
- I. cannot be licensed or insured for the operation of City vehicles and equipment as required by the job description;
- J. cannot be licensed for or maintain professional certification as required by the job description;
- K. was dismissed from City service as a result of the corrective action process, or did not give a two week notice before termination. Two week notice may be waived, with documented approval, from the Department Director and Human Resource Director to accommodate extenuating circumstances; or
- L. where an employee resigns to avoid dismissal or other corrective action.

Selection Hiring Process

The Human Resources Department shall be responsible for determining selection methods to obtain the best-qualified applicants for each class of positions. Such selection methods may include the interview process, job relevant testing, and examinations. In the development of selection methods, Human Resource Department shall confer with department heads, consultants, or others skilled in/or familiar with minimum job

requirements. The minimum passing score is 70% or greater for interviews, testing, and examinations.

Human Resources will be responsible for developing and maintaining a background check program that is appropriate depending on the nature of each position. Applicants must provide a written authorization to the City which notifies the applicant that the City will conduct a background check and that the applicant agrees.

Interview Process

The Human Resources Department shall coordinate the interview process. As a supplement to the selection process, applicants who have passed the application process may be interviewed by a panel of three (3) or more panelists. In processes where only three (3) or fewer applicants pass the application process, the Department Director may choose to interview the applicants in lieu of using a panel. The City Manager has the authority to approve, by request of the Director, elimination of the panel interview.

All interviews will strictly adhere to Equal Opportunity Laws and the Americans with Disabilities Act.

Interview Panels

The Human Resources Department and Department Directors will coordinate the selection of panel members, scheduling of applicants, development of questions, and rating process.

Rating and Recommendation Process

All applicants will be rated individually on the information provided by the applicant during the interview. The Human Resources Department will tabulate all scores and provide a listing to the Department Director of the three (3) top scoring applicants in alphabetical order or will provide the top scoring applicant. Filling the position from the top three (3) scoring applicants or from the top scoring applicant will be determined by the Department Director at the time a request is submitted to fill a vacancy. Where there is a tie score among the third of the top three (3) applicants, all four (4) top ranking applicants will be listed in alphabetical order. The Department Director will advise the Human Resources Department of his or her recommended selection. If the Department Director finds that none of the applicants are suitable, the remaining applicants will then be reconsidered or, if necessary the position will be re-advertised.

Eligibility for Hire Roster

Applicants who pass the initial interview phase will be placed on an eligibility roster for a period of six (6) months from the date of the initial interviews. Police, Fire and Dispatcher rosters will be for a period of twelve (12) months, from the date of the initial interviews. Placement on the eligibility roster will be in order beginning with the highest scoring applicant to lowest scoring applicant. Should the position become vacant within the relevant time period, the top applicants on the roster who passed the initial interview phase may be considered by the Department Director before re-advertising the position.

Notice of Non-Selection

The Human Resource Department and/or in some cases, the Department Director or designee, will notify applicants of their status during the process when it is determined the applicant is no longer being considered.

2-2. Procedures For Hiring

Authorization for Hiring

Department Directors shall submit each request to fill a vacancy, to the Human Resources Department on the prescribed form. The Human Resources Department shall verify each request and present it to the City Manager or his or her designee. The City Manager may or may not authorize the vacancy be filled.

Required Licenses and Certificates

Applicants/employees are responsible for meeting all job-related requirements at the time of application, hire, transfer or promotion as outlined in the job description. This may include licenses, certificates, permits, degrees and registrations.

Employees are responsible for paying any fees in obtaining such license, etc., unless otherwise specified by the City Manager, Department Director, or designee.

Failure to Maintain Job Qualifications

Employees are required to maintain qualifications and certifications necessary for their position. Employees who have lost such certification requirement/job qualifications are responsible for:

- A. Immediately notifying both their immediate supervisor and their Department Director on the first day of employment after such a loss; and
- B. Not performing any work, or related function, without the required certification.

Pre-Employment Screening

Pre-Employment testing may include, dependent on the position, but are not limited to a functional capacity examination, position competency test, and/or physical testing.

Background Checks

The Human Resources Department will obtain signed releases and authorizations to conduct background and reference checks. Background checks may include, dependent on the position, but are not limited to employment history, criminal history, driving history, education verification, and credit history as appropriate.

Supervisors may review previous performance reviews and disciplinary actions of current employee's being considered for a new position, and may consider this information when selecting a successful candidate.

Post Offer, Pre-Employment Examinations

Pre-employment examinations may include, dependent on the position, but are not limited, to a pre-employment drug test, a physical, a polygraph, hearing test, eye test, and/or a psychological examination.

Recommendation for Hire and Appointment

The City Manager, or his or her designee, has the authority to approve or disapprove a recommended selection. Upon the City Manager's written approval, and upon completion of all pre-employment procedures, the Human Resources Department will notify the finalist of a conditional offer of employment.

Conditional Offer of Employment

The Human Resources Department shall notify the successful applicant of the conditional offer of employment and will schedule them to attend orientation. Unless prior approval is obtained from the City Manager, the City will not reimburse travel or relocation expenses in conjunction with the hiring process.

Rejection of Employment Offer

In the event an applicant rejects an offer, the position may be offered to another candidate from the top three (3), the next highly qualified applicant from the same selection pool, or it may be re-opened for recruitment. A Director may choose not to hire candidates that remain eligible in the recruitment file.

New Employee Orientation

Each new employee is required to attend a New Employee Orientation coordinated by the Human Resources Department.

The employee's department is responsible for providing additional information on departmental rules and regulations that set forth standards, regulation, duties, training, hours of work, reports, leave requests, safety, dress code, etc.

Categories of Employment

A. Probationary: All newly hired employees for the City are on a probationary status that extends for six (6) months from the date of hire or twelve (12) months for Police and Fire Personnel under special circumstances and with the approval of the City Manager.

Probationary periods may be extended for an additional period of up to six (6) months. Extended probationary periods must be initiated and served prior to the end date of the initial probationary period. Such an extension will be effective the day following the end of the initial probationary period.

B. Regular Full Time: A Regular Full-Time employee is one whose average workweek is no less than forty (40) hours in a seven (7) day period, has successfully completed the probationary period, and is entitled to employee benefits; or meets the requirements of the Affordable Care Act.

C. Regular Part Time: A City employee who works less than forty (40) hours in a seven (7) day period, is in a regularly budgeted position, has successfully completed the probationary period, and is entitled to qualifying employee benefits.

D. Temporary/Seasonal: Full or part-time employees whose work assignment is budgeted not to exceed six (6) months in a calendar year for a special purpose, project or definite number of projects during a peak season. These employees are not eligible for benefits. Such employees are probationary their entire tenure, regardless of the number of seasons for which they have been rehired, and may be terminated at any time with or without cause and may not appeal this termination.

E. Intermittent: An employee qualified to work in one or more job assignments who is on call to work at irregular intervals in one or more City departments. This employee is not entitled to City benefits and is paid only for hours worked.

F. Emergency: A full-time or part-time person hired to ensure continuity of municipal services during an emergency. Emergency appointments need only approval by the City Manager. Such employees are not eligible for City benefits.

G. Acting: A current employee appointed to temporarily assume the duties of a position pending the return of

the employee in that position or a regular competitive appointment. A current employee who assumes the acting appointment may be required to also perform his/her usual duties. An Acting Employee will be granted additional compensation after thirty (30) calendar days or upon City Manager approval where required.

H. Professional: A person from outside the work force who is appointed on a temporary basis by the City Manager, to a vacant position pending selection of a qualified person.

I. Special Programs: These are employees who are assigned to work areas anywhere in the City for the purpose of training or re-training. These individuals are not City employees, and all benefits and insurance coverage are the responsibility of the agency that has placed said individuals with the City. The City is not responsible for extending regular employment of these individuals.

Employee Preference

Current full-time and part-time, regular non-probationary period employees who apply for and are qualified for a vacancy that are selected for the interview process, will be given a ten (10%) percent preference, which will be added to their interview score before being referred for the final interview with the Department Director. The 10% preference will only be added to each score after passing the minimum passing score. The minimum passing score is 70% or greater. This preference does not guarantee selection or appointment to any vacancy. Where two (2) or more City employees are the only applicants being considered for final selection, seniority with the City, past performance, evaluations, and attendance (barring the courtesy of emergency/medical leave) may be considered in the final selection.

Employee Identification Cards

The Human Resource Department will issue all employees a City Employee Identification Card (I.D. Card). The employee will carry the I.D. card when on Official City business. Each employee is responsible for safeguarding and updating his or her issued I.D. card. All identification cards remain the property of the City and must be returned to the Human Resource Department upon termination of employment. Failure to return the I.D. card may result in a charge being withheld from the final pay in accordance with the City Property policy.

City retirees will be provided with an I.D. card, from the Human Resources Department for required identification when requesting recreational City benefits. A City retiree is defined as an employee retiring in good standing under City Employment and under the New Mexico PERA retirement system. City retiree I.D. Cards are not required to be returned to the City.

2-3. Transfers/Promotions/Demotions

City employees are encouraged and offered the opportunity to apply for a transfer or promotion to vacant positions for which they are qualified. In order to promote, the City will allow on-duty employees to attend testing and interview procedures for other City positions, during scheduled work hours, under the following conditions:

- Appropriate notice is given to the supervisor of the absence from work; and
- Employee will report to work immediately following appointment if during scheduled work hours.

Employees will not be compensated for time to attend testing and/or interviews that are conducted outside of their normally scheduled work hours.

The City Manager, or designee, may, for the good of the City, transfer an employee to a vacant position within a department or division or to a different department or division within the City. Employees cannot be laterally transferred outside their PERA Retirement classification where the transfer is detrimental to the employee's vested interest, unless employee initiated.

Pay Upon Transfers/Promotions/Demotions

Employees who are transferred may have their pay changed accordingly.

No transfers will be made outside the pay range for the new position.

Change of Anniversary Date & Introductory Period

A regular employee who is promoted, demoted, or transferred will have his/her anniversary date changed to the effective date of said personnel action for evaluation and seniority in grade purposes. They will also serve a probationary period as outlined in that section. This provision does not apply in the case of an involuntary transfer.

Employees transferring may have their pay changed accordingly.

Section 3 - Compensation

3-1. Compensation

The term "Compensation" refers to base salary and other forms of compensation to include, but not limited to, fringe benefits such as paid leaves, insurance, retirement pensions, incentive plans, and paid holidays. The Compensation Plan shall strive for fair market compensation in terms of service provided to the community for resources expended.

Purpose and Policy

It is the policy of the City to establish a compensation system that will allow the City, within budgetary constraints, to effectively compete for qualified personnel and to ensure that salaries are equitable and commensurate with the duties performed by each employee.

Salary Plan

A salary plan shall be prepared and reviewed by the City Manager, and approved in the budget by the City Commission, and shall apply to all employees not covered by a labor contract. Employees covered by a labor contract shall be compensated as referenced in their respective agreements. A copy of the current salary plan shall be on file in the Human Resource Office.

Maintenance of the Salary Plan

The Human Resource Department shall be responsible for the maintenance and administration of the City's Salary Plan. Any recommended changes shall be presented to the Department Director and the City Manager for approval.

Standards for Development of the Salary and Compensation Plan

The Compensation Pay Plan is directly tied to the Classification Plan and is determined on the basis of:

1. Uniformity of pay for each class.
2. Relative difficulty and responsibility of positions.
3. Prevailing wages within the identified relevant public and private sector markets.
4. Cost of living index.
5. Financial policies of the municipality.
6. Difficulty in recruiting suitable employees.
7. Other economic considerations.

Classification Plan

Positions that require similar qualifications and similar duties and responsibilities are assigned to the same salary level. The City may conduct periodic studies to determine if an employee is working above or below the responsibility level for that position. Where unusual conditions exist that affect the market value of a position, the salary may be adjusted accordingly by the City Manager.

Classification and Re-Classification of Positions. An internal and external analysis will be conducted by Human Resources for any new position or existing position that has experienced significant changes in duties or qualification requirements. Human Resources will provide a recommendation to the Department Director and City Manager for approval.

Compensation System

Entry Level Pay Rates

The entry level rate is the minimum rate in the pay grade for the position. A Department Director, subject to approval by the City Manager, may recommend for appointment, a candidate above the entry level rate, to the midpoint of the pay grade if:

1. There are a limited number of qualified applicants available at the entry level, or
2. The applicant has exceptional qualifications.

Above the mid-point if:

1. Multiple recruitments have failed to yield a qualified candidate, or
2. The applicant has qualifications which are unique or critical, or
3. A survey of the market reveals that the City is not competitive.

Pay Rate Adjustments

Pay rate adjustments shall be administered as follows:

Seasonal employees promoting from seasonal to regular status shall start at the entry rate of the new position;

Entry level pay rate section may be applied when deemed appropriate by the City Manager.

1. Transfers. When an employee is transferred (reassigned) from one position to another within the same pay grade he or she shall continue to receive the same base rate of pay. Employees moving from a non-exempt position to an exempt position will receive:

A. Five (5) percent increase if moving from a non-exempt to an exempt position.

2. Promotions. A promotion is defined as an assignment from one grade to another, which has a higher maximum rate of pay and greater responsibility. The employee will receive the higher of:

A. Ten (10) percent when the new position is at least one salary grade higher, or

B. Fifteen (15) percent when the new position is at least two (2) or more salary grades higher, or

C. Fifteen (15) percent if moving from a non-exempt to a higher exempt position, or

D. Five (5) percent above the minimum of the new pay grade, provided the employee has successfully completed their initial probationary period.

The new pay rate, upon promotion, shall not exceed the maximum of the new pay range.

3. Reclassification. Reclassification is the reassignment of a position from one class to a different class to recognize a significant change in the duties and responsibilities of the position. For an upward reclassification the percentage increase will be the higher of:

- A. Ten (10) percent when the new position is at least one salary grade higher, or
 - B. Fifteen (15) percent when the new position is at least two (2) or more salary grades higher, or
 - C. Fifteen (15) percent if moving from a non-exempt to a higher exempt position, or
 - D. Five (5) percent above the minimum of the new pay grade, provided the employee has successfully completed their initial probationary period.
 - E. For a downward reclassification the affected employee shall remain at their current base salary rate. However, the employee will not be eligible for any salary increase, other than an across the board increase, until their current base salary is within the range of the new pay grade.
- 4. Demotion.** The placement of an employee from one class to another which has a lower pay rate or grade, resulting in a decrease in pay. In the case of a demotion, the employee's base salary shall be adjusted at the lower of:
- A. Ten (10) percent when the new position is at least one salary grade lower, or
 - B. Fifteen (15) percent when the new position is two (2) or more salary grades lower, or
 - C. Fifteen (15) percent if moving from an exempt to a lower non-exempt position, or
 - D. The maximum base salary of the new pay grade.
 - E. An employees pay when an in-voluntary movement to a lower pay grade occurs will be evaluated based on the extenuating circumstances surrounding the reason for the pay grade change.
 - F. An employee transferring or demoting back to their previous position will receive their final salary in that previous position, plus any across the board increases applied since the employee moved from that position.

Additional Compensation

The City Manager may recommend additional forms of compensation in addition to the Salary Plan in the best interest of the City and within the amounts approved in the budget by the City Commission. The manner in which the award of additional compensation is to be determined will be outlined in writing by the City Manager and maintained in the Human Resource Department.

Cost of Living

Cost-of-living adjustments/salary modifications may be granted by the City Manager when authorized by the City Commission. If granted, they are effective the first day of the first pay-period that is subsequently paid in the new fiscal year.

Pay Increases

Pay increase requests for non-represented employees shall generally be required during the budget process for the following budget year. Merit based and other increases are limited to the approved departmental budget, and are subject to the availability of funds. Other pay increases occurring during the fiscal year will be effective the first full pay period following approval. Employees covered by a labor contract shall be compensated as referenced in their respective agreements.

Overtime/Compensatory Time

Overtime and Compensatory time will be paid in accordance with the Fair Labor Standards Act. A maximum limit of compensatory time may be set by the City Manager, not to exceed the rate set by local, state, or federal

law. Exempt employees are not eligible for overtime pay, and will be paid in accordance with the Fair Labor Standards Act.

Responsibilities and Authority to Approve Overtime/Compensatory Time

Employees may not work beyond their scheduled hours without prior approval from their Department Director or their designee. This written approval will be on an exception report form or other standard City forms within the work week. Department Directors are responsible for the accurate recording of all overtime and compensatory time on the employee's exception report. Accrued compensation time shall be utilized prior to accrued PTO, unless otherwise approved by the Department Director. Overtime and compensatory time will be administered in accordance with local, state, and federal laws.

When allowed by law, Department Directors may utilize compensatory time off in order to conserve their budgeted overtime for emergencies. Compensatory time accrued must be taken by the last day of the next to the last pay period of the fiscal year, unless otherwise approved by the City Manager, or the employee will be paid out for the compensatory time he/she has accrued. Employees will be paid for all compensatory time they have earned and not used at the time of termination or fiscal year end.

Premium Pay

Time worked on specific projects, emergencies, or grant funded projects may be paid at a premium rate of time and a half the regular rate at the discretion of the City Manager prior to overtime pay being required by law.

Compensation for Temporary Acting Assignment

When an employee is assigned to fulfill the duties and responsibilities in a higher classification or duties given as a special assignment, on a temporary basis, he or she shall be paid additional compensation either at a rate equal to the starting salary of the higher classification or given a ten percent (10%) increase, whichever is greater. The preceding provision shall not apply to those circumstances where a person is temporarily assigned to fulfill the duties and responsibilities of a Department Director. Instead, the employee shall be paid additional compensation either at a rate equal to the starting salary of the directors position or given a fifteen percent (15%) increase, whichever is greater. This section shall not apply to the position of acting, temporary, or interim City Manager. Internal equity may be considered. The compensation paid to any individual serving in such a capacity shall be fixed by the City Commission.

When an employee is temporarily assigned a project or task outside of the scope of their current position, and is not fulfilling the capacity of a vacant position, the employee will receive overlay pay at a rate to be determined by the City Manager. This provision does not apply to assigned tasks that qualify as "other duties as assigned".

For the purpose of this section, temporary is defined as a period of time in excess of thirty (30) calendar days.

When the temporary acting assignment is complete, the employee's salary shall revert to the previous level.

If an employee separates from employment, either voluntarily or involuntarily, or as the result of a retirement, while temporarily assigned to a higher classification or as a Department Director, any accrual payouts made in conjunction with the separation, retirement, or PTO Conversion shall be calculated and paid without the additional rate of the temporary or acting pay or salary.

Holiday Pay

When a non-exempt employee works on the actual holiday, the employee shall be compensated at a holiday pay rate for all hours worked on the actual holiday. All time worked on **actual** holidays will be paid at one and

one half (1 ½) times the normal hourly rate, in addition to the holiday leave pay if applicable. For example, if Christmas Day is Sunday and the City observes the holiday on Monday, the employee who is scheduled to work on Sunday, the ACTUAL holiday, will receive the holiday pay rate of one and half (1 ½) times the normal hourly rate. The employee who works on Monday, the observed holiday, will receive the eight (8) hours of holiday leave pay and regular pay for the time they work on the observed holiday.

In cases where an employee works both the actual holiday and the City observed holiday, only the actual holiday will be considered a holiday for the purposes of using the holiday pay rate.

The starting date of employees' shifts will be used to determine whether the employee worked the holiday. For example, if an employee's shift begins at 7:00 p.m. on Christmas Eve and continues through 7:00 a.m. on Christmas morning, they will not be considered to have worked the holiday. If the employee works from 7:00 p.m. on Christmas Day to 7:00 a.m. on December 26th, they will be considered to have worked the holiday for the entire shift.

See Section 5-16. Paid Holidays for a list of City observed holidays.

Bi-Lingual Pay

Regular non-exempt employees may be compensated at a rate of \$.26 per hour for their bilingual abilities based on the following conditions:

- A. The language is recognized by the City Manager as adding to the increased productivity and efficiency of the City.
- B. Must prove proficiency by meeting the standards established and administered by the Human Resources Department.
- C. Employee will be available during work hours to translate when requested by City personnel.
- D. If the need for the ability exists and the Departmental budget allows for the additional costs, as determined by the Department Director.
- E. Bilingual pay may be removed at any time when determined to be in the best interest of the City as determined by the City Manager.

Exempt employees are not eligible for this benefit.

Wage Garnishments and Assignments

It is the policy of the City to comply with all lawful claims against the wages of our employees, such as garnishments, assignments, and child support orders.

In accordance with applicable federal and state laws, corrective action may not be taken against any individual whose wages have been garnished or assigned. When the City receives a garnishment or assignment, the Finance Department will be responsible for informing the employee of the notice received, and will maintain such records.

Pay Days

Paychecks shall be issued bi-weekly, on Thursday, or as designated by the City Manager. A payroll period consists of two calendar weeks from Sunday midnight to Sunday midnight, or the end of the shift in progress at that time.

Work Week

Except as otherwise provided by a labor agreement, the Department Director shall assign the work day. The workweek shall be a seven (7) day period beginning on Monday at 12:01 a.m. and continuing through Sunday at midnight. This regulation does not apply to employees who are FLSA "exempt".

The City Manager has the authority to establish work periods that are within the Fair Labor Standards Act. These periods will be in writing by the City Manager and maintained in the Human Resource Department.

Time Clock

- A. Non-exempt employees will clock in and out at their scheduled time.
- B. Falsification of time records including, but not limited to clocking in/out for a coworker is a breach of this policy. Any errors or accidental omissions must be documented on an exception report and signed by the employee, the supervisor, and the Department Director.
- C. Department Directors have overall responsibility for the timely and accurate submission of employee time through the City's timekeeping system. Actual time entry may be delegated to a department employee.

3-2. Unemployment Insurance

The City provides for Unemployment Insurance benefits for all employees as required by law.

Section 4 - Operational Policies

4-1. Probationary Period

The first six (6) months for regular employees, one (1) year for sworn Police positions, and one (1) year for Firefighter and Fire Command personnel, of your employment is a probationary period. This is an opportunity for the City to evaluate the employee's performance. It also is an opportunity for the employee to decide whether he or she is happy being employed by the City.

Probationary employees may be terminated at anytime with or without cause and may not appeal a termination.

An employee who is selected for a transfer or promotion shall commence another six (6) month probationary period. This provision includes sworn Police positions, Firefighters, and Fire command personnel only if transferring or promoting within the same Department. Employees commencing a subsequent probationary period will be eligible for any leave benefits they were entitled to prior to the transfer or promotion.

At the conclusion of the probation period it shall take an affirmative action through completion of a written Performance Evaluation, and a Personnel Status Form to place the employee in a regular non-probationary status.

If timely affirmative action is not taken the employee will be considered to have successfully completed their probationary period on the effective date of the probationary period end date. The Evaluation and Personnel Status Form will still be required.

The City may extend the probationary period if it desires. Any extension of the probationary period may be done after a written Evaluation, a Performance Improvement Plan (PIP), and a Personnel Status Form are completed prior to the conclusion of the probationary period. The request to extend the probation period shall document the employee's abilities, in-abilities, demonstrated potential, expectations, and the situation in general. Probation period extensions are done only upon recommendation by the supervisor to the Department Director, through the Human Resources Office, and notice to the employee. Any extensions of the probationary period will be completed prior to the last day of the initial probationary period end date.

Extensions of the probationary period will only be for an additional period of up to six (6) months.

4-2. Performance Review

City of Alamogordo endeavors to review performance annually. A positive performance evaluation does not guarantee an increase in salary, a promotion or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of management.

Performance Evaluations

Each regular employee shall be given a written performance evaluation in accordance with the following time factors:

- A. At completion of the probationary period and extension of probationary period if applicable;
- B. At mid point of probationary period if employee is serving a one (1) year probationary period;

C. For an annual evaluation period of March 1 through February of the following year; evaluations are due within thirty (30) days of the expiration of the evaluation period.

Special Evaluations

Employees should be evaluated under the following special circumstances:

A. Progress of an employee's performance may be provided to probationary employees periodically throughout their probationary period. This communication may be either written or verbal, but must be documented.

B. When there is a notable change, either positive or negative, in an employee's performance level and quality.

Performance Evaluations will be submitted to Human Resources for an initial review of language prior to issuing to the employee. The Human Resources Department may refer questionable evaluations to proper management levels for resolution.

The employee shall have the opportunity to input information, to agree or disagree, and should sign the document acknowledging the receipt of the evaluation. Should an employee refuse to sign, the supervisor should have another supervisor witness the employee's refusal to sign the evaluation.

In addition to these formal performance evaluations, the City encourages employees and supervisors to discuss job performance on a frequent and ongoing basis.

Completed evaluations shall be forwarded to the Human Resource Department for final review and/or action i.e., removal of introductory status, or other action related to the evaluation, and filing of the evaluation in the employee's personnel file.

Unsatisfactory Evaluations

Marginal or unsatisfactory performance is unacceptable. If an overall rating of an employee's performance is marginal or unsatisfactory the employee may be subject to a Personal Improvement Plan (PIP) from their supervisor through the Department Director and the Human Resources Office.

4-3. Employment Records

The employee should keep his or her personnel file up to date by informing the Human Resources Office of any changes. The employee also should inform the Human Resources Office of any specialized training or skills he or she may acquire in the future, as well as any changes to any required visas. Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach the employee or emergency contact in a crisis could cause a severe health or safety risk or other significant problem.

The official personnel records for each employee are maintained in the Human Resources Office, and are the property of City of Alamogordo. Such records may include the employee's application, the original copy of each Personnel Status Change Form, performance evaluations, corrective action documents, attendance and leave records, and any other pertinent information.

Inclusion of documents in the employee's personnel file is at the discretion of Human Resources and/or the City Manager.

Departments may maintain unofficial personnel records for their employees, which may include copies of each personnel Status Change Form, performance appraisals, corrective action documentation, attendance and leave records, and any other pertinent information.

Confidential auxiliary files containing personal benefit, Workers' Compensation, Family Medical Leave, background, medical and/or treatment records, and investigations may be kept and are the property of the City of Alamogordo. Such records may include, but are not limited to health insurance enrollment information, beneficiary information, physical examination reports, health history reviews, laboratory test results, reports from physicians and psychologists, hospital records, and other medical reports.

The City Manager, or designee, shall be the final authority for approval or disapproval of all personnel transactions.

Personnel records will only be released as allowed in the State of New Mexico Inspection of Public Records Act (IPRA).

Personnel records will be retained in accordance with the New Mexico Administrative Code and the Health Insurance Portability and Accountability Act (HIPAA).

4-4. Medical Examinations/Alcohol/Drug Screening

City employees may be required to take medical and or alcohol/drug tests by the City's designated provider.

4-5. Psychological Examinations

As a condition of employment or continued employment, City employees may be required to take psychological examinations by a City approved health care provider.

4-6. Working Hours and Schedule

City of Alamogordo is typically open for business from 8:00 am to 5:00 pm, Monday through Friday. However, some Departments of the City provide services outside of the typical business week. Employees will be assigned a work schedule and will be expected to begin and end work according to the schedule. To accommodate the needs of our citizens, the City reserves the right to change individual work schedules on either a short-term or long-term basis.

4-7. Timekeeping Procedures

Employees must record their actual time worked for payroll and benefit purposes. Non-exempt employees must record the actual time the performance of work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason. Exceptions or corrections to the work schedule will be submitted on forms as prescribed by management.

Non-exempt employees may not start work until their scheduled starting time and may not work beyond their scheduled work hours without prior approval.

Exempt employees are required to record absences from work.

Altering, falsifying or tampering with time records is prohibited and subjects the employee to discipline, up to and including termination.

It is the employee's responsibility to sign time records to certify the accuracy of all time recorded. Any errors in the time record should be reported immediately to a Supervisor or Time Keeper, so the City can resolve the matter quickly and amicably.

4-8. Overtime

During periods of extremely high activity, additional work may be required. Supervisors are responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide employees with adequate advance notice in such situations.

Any non-exempt employee who works overtime will be compensated at the rate of one and one-half times (1.5) his or her normal hourly wage for all time worked in excess of forty (40) hours each week, unless otherwise required by law.

Employees may work overtime only with prior management authorization.

For purposes of calculating overtime for non-exempt employees, the workweek begins at 12:01am on Monday and ends 168 hours later on Sunday at midnight.

Exempt employees are not eligible for overtime or comp time compensation.

4-9. Safe Harbor Policy for Exempt Employees

It is our policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure proper payment and that no improper deductions are made, employees must review pay stubs promptly to identify and report all errors.

Employees classified as exempt salaried employees will receive a salary which is intended to compensate them for all hours they may work for City of Alamogordo. This salary will be established at the time of hire or classification as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Under federal and state law, salary is subject to certain deductions. For example, unless state law requires otherwise, salary can be reduced for the following reasons:

- Full-day absences for personal reasons;
- Full-day absences for sickness or disability;
- Full-day disciplinary suspensions for infractions of any City policy and/or City of Alamogordo Ordinances;
- Family and Medical Leave absences (either full- or partial-day absences);
- To offset amounts received as payment from the court for jury and witness fees or from the military as military pay;
- The first or last week of employment in the event the employee works less than a full week; and
- Any full work week in which the employee does not perform any work.

Salary may also be reduced for certain types of deductions such as a portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or contributions to a deferred compensation or pension plan.

In any work week in which the employee performed any work, salary will not be reduced for any of the following reasons:

- Partial day absences for personal reasons, sickness or disability;
- An absence because the employer has decided to close a facility on a scheduled work day;
- Absences for jury duty, attendance as a witness, or military leave in any week in which the employee performed any work (subject to any offsets as set forth above); and
- Any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to accrued leave for full- or partial-day absences for personal reasons, sickness or disability.

Exempt employees who are absent from the workplace less than a full day, but more than half of their scheduled work day are required to use accrued leave for the number of hours equal to half of the work day.

If the employee believes he or she has been subject to any improper deductions, the employee should immediately report the matter to a supervisor. If the supervisor is unavailable or if the employee believes it would be inappropriate to contact that person (or if the employee has not received a prompt and fully acceptable reply), he or she should immediately contact Department Timekeeper, Human Resources, or any other supervisor in City of Alamogordo with whom the employee feels comfortable.

4-10. Paychecks

The employee will be paid bi-weekly for all the time worked during the previous pay period.

Payroll stubs itemize deductions made from gross earnings. By law, the City is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. Payroll stubs also will differentiate between regular pay received and overtime pay received.

If there is an error in an employee's pay, the employee should bring the matter to the attention of their supervisor or time keeper immediately so the City can resolve the matter quickly and amicably.

Paychecks will be given only to the employee, unless he or she requests that it be mailed, or authorizes in writing another person on the City's designated form, to accept the check.

4-11. Direct Deposit

City of Alamogordo encourages employees to use direct deposit for payroll purposes. Authorization forms are available from Human Resources or Payroll.

The first and last check can be an actual check if requested by the employee at least seven (7) days prior to pay day.

4-12. Early Release of Paycheck

City of Alamogordo will permit the early release of a paycheck prior to a scheduled pay date. Any early release will not be an advance payment of services not rendered as prohibited by Section 30-23-2 NMSA1978.

Requests for the early release must be submitted on the City designated form and have the prior approval of the Department Director, Finance Director, and City Manager.

Approved forms will be submitted to Payroll for processing.

4-13. Investigations, Inquiries, and Audits

The City reserves the right to conduct appropriate investigations, inquiries or audits for the purpose of monitoring the adherence of all City employees to all policies and procedures.

City employees must cooperate with investigations pursuant to Garrity Rights originating from a 1967 United States Supreme Court decision, Garrity v. New Jersey.

The complainant will receive notice of completion of the investigation; however, the complainant is not privy as to what action was taken, if any.

Requests for copies of investigations are made through the City Clerks Office pursuant to the New Mexico Information and Public Records Act.

4-14. False Statements/Fraud

No employee shall willfully or corruptly;

- make any false statement; or
- falsify or alter official documents/records; or
- mark rating or report falsely with regard to any test, certification, appointment or investigation; or
- in any manner commit any fraud, conceal any wrongdoing, or knowingly withhold information about wrongdoing in connection with employment with the City or with work-related conduct of any City employee.

4-15. Corrective Action Procedures

Policy

It shall be the policy of the City to administer corrective action fairly, reasonably, and impartially. Employees and the City are best served when corrective action is administered to correct actions rather than to punish.

Grounds for Corrective Action

The continued employment of City employees shall be based on reasonable standards of job performance and personal and professional conduct. Refusal to meet these standards or comply with City policies shall constitute just cause for corrective action including, but not limited to Alternative Dispute Resolution, verbal or

written reprimands, suspensions, demotions, termination, arrest, and/or prosecution.

Type of Action Administered

Corrective action is not primarily intended to be punitive, but rather to maintain the efficiency and integrity of City service. The degree of corrective action administered will depend on the nature and severity of the infraction and the employee's prior record. Management has the right to bypass the progressive discipline process. Corrective action shall be in accordance with any applicable City policies and procedures as well as local, state, and federal laws and regulations.

It is the responsibility of each supervisor and department head to evaluate thoroughly the circumstances and facts as objectively as possible, follow the corrective action procedures outlined herein, and apply the most suitable form of corrective action.

The Corrective Action form is required for all corrective actions.

See Section 1-15. for Alternative Dispute Resolution information.

Corrective Action Procedures

Depending on the type of action administered, there are different procedures required for issuing corrective action. Some of these procedures are required by law.

In any major corrective action, the pertinent information shall be reviewed with the employee specifying the following: The cause for discipline, the specific reasons supporting the cause, the discipline to be imposed, the effective date, and the right of the employee to be heard.

Corrective actions in the form of verbal warnings and written reprimands are the responsibility of each supervisor and do not require intervention by the Human Resources Department. Supervisors shall inform the Department Director of verbal warnings and written reprimands given and the procedure outlined in the Verbal Warning and Written Reprimand section(s) will be followed.

All corrective actions involving suspensions without pay, demotions, or termination require consultation with the Human Resource Director prior to corrective action being administered to ensure actions are being administered fairly, consistently, and in compliance with applicable laws.

Verbal Warning

This type of corrective action should be applied to infractions of a relatively minor degree or in situations where the employee's performance needs to be discussed. The verbal warning should be given in private, and the reason and date for the warning documented in writing. Supervisors should inform the employee that the supervisor is issuing a verbal warning, that the employee is being given an opportunity to correct the condition, and if the condition is not corrected, the person will be subject to more severe corrective action. Records of verbal warnings will be kept by the supervisor or manager. A documented verbal may be used as a basis for further progressive discipline.

Written Reprimand

This notice will be issued in the event the employee continues to disregard a verbal warning or if the infraction is severe enough to warrant a written reprimand.

The reprimand shall state:

- the nature of the infraction;

- what action must be taken by the employee to avoid further corrective action, up to and including termination;
- when correction of the infraction is expected;
- policies or procedures violated; and
- and what the employee's rights are in the corrective action process.

A copy of the written reprimand is to be given to the employee at the time of the discussion of the corrective action. The employee shall sign the written reprimand to acknowledge receipt. A copy, signed by the employee, will be forwarded to the Human Resource Department and placed in the employee's personnel file. If the employee refuses to sign the acknowledgment, then the supervisor and one other witness, of a supervisory capacity, shall note on the reprimand that the employee received a copy thereof and refused to sign it.

Suspension Without Pay

The Department Director may take this form of corrective action only after consultation with the Human Resource Director as a result of a severe infraction of policies or for repeated violations. Suspensions shall not exceed thirty (30) work days.

FLSA exempt employees may be suspended for one (1) or more full days for infractions of City of Alamogordo Ordinances, Citywide and Departmental policies and procedures, and any applicable laws regulated by an outside authority.

Suspensions Pending Investigation

An employee may be suspended in cases where it is necessary to investigate a situation to determine what corrective action may be justified. This suspension gives the supervisor the opportunity to investigate the situation when it is serious enough for the employee to be removed from the work environment. Investigatory suspensions may be with or without pay. If after the investigation, it is determined that the employee was not guilty of any violation, the employee will be returned to work, paid for any lost time, and cleared of all charges. If, however, the employee is found in violation, then the appropriate corrective action may take effect on the date that the suspension began.

Demotions

Demotion may be used in those instances where an employee is unwilling or unable to perform the responsibilities of the position. Demotion is not to be used as a substitute for dismissal, when dismissal is warranted.

The pay rate of an employee who is demoted may be reduced to the appropriate rate of the new pay grade of the position into which the employee is demoted.

Involuntary Termination

Employees may be recommended for termination in instances involving, but not limited to, insubordination, theft, illegal or destructive acts. An involuntary termination will require the Human Resource Director consultation prior to being administered by the Department Director. An employee may also be dismissed after repeated offenses of a less serious nature if the supervisor has documented the offenses and appropriate behavioral changes have not resulted from previous corrective action.

Probationary employees may be terminated at any time and may not appeal this action.

Informal Appeal

Written reprimands may be appealed informally to the employee's Department Director. The employee must present a written appeal to his or her department Director within seven (7) calendar days of the disciplinary action. The Director shall attempt to resolve the matter within seven (7) calendar days after it has been presented to him or her. The decision of the Department Director shall be final. Verbal warnings cannot be appealed informally.

Pre-Disciplinary Hearing Process

A pre-disciplinary hearing shall be made available to any employee who will be subject to a demotion, suspension without pay, or termination. The pre-disciplinary hearing process shall be as follows:

A. An employee shall be provided, in writing, with a notice citing the specific incidents constituting just cause; citing the violation of any statute, ordinance, rule or policy; provide an explanation of the documentation, evidence and/or facts relied upon by the department; specify the contemplated disciplinary action; and state that the employee has seven (7) calendar days from service of the notice of contemplated disciplinary action to respond in writing as to why the proposed action should not be taken, or to request a pre-disciplinary hearing with the Department Director for that same purpose. A request for a pre-disciplinary hearing will not preclude the employee from submitting his or her written version and mitigating evidence to the Department Director no later than the start of the pre-disciplinary hearing.

B. If the proposed discipline is termination, the employee is not eligible for administrative leave with pay during the pre-disciplinary process. However, if the Director does not uphold the proposed termination, the employee will be back-paid for this period.

C. If the employee requests a pre-disciplinary hearing, the Human Resources Director shall arrange for a hearing before the Department Director, within seven (7) calendar days, and prior to imposing the corrective action. Union represented employees shall have the right to union representation at the pre-disciplinary hearing. The pre-disciplinary hearing is non-adversarial and, if the employee has a person accompany him or her to the hearing, that person is not entitled to be an advocate.

D. The department's pre-disciplinary notice provided to the employee prior to the hearing shall be sufficient to apprise the employee of the basis for the proposed disciplinary action. Reliance upon the contents of the pre-disciplinary notice shall not limit the City at subsequent hearings from presenting witnesses testimony and additional documentation not submitted prior to or during the pre-disciplinary hearing. The purpose of a pre-disciplinary hearing is to give the employee the opportunity to respond to the pre-disciplinary notice and to provide information why the proposed action should not be taken. The rules of evidence shall not apply to the pre-disciplinary hearing, nor are there specific procedural regulations for the conduct of the hearing. Additionally, the hearing shall not be recorded by audio or visual equipment nor should there be any attempt to make a verbatim record of the proceedings.

E. Should the Department Director determine to discipline following the pre-disciplinary hearing, written notice of discipline shall be given to the employee. In any case, a written response will be provided to the employee within seven (7) calendar days. Such notice shall include a general statement of the findings of the hearing and notice of the employee's right to appeal to the City Manager. If the sustained discipline is termination, the termination will be effective upon notice being given to the employee. All other corrective actions will be imposed as described in the notice, unless the employee and Department Director otherwise agree.

Nothing in these procedures is designed to supersede or prevent an employee from availing himself or herself of the City's grievance procedure.

Formal Appeal

Any employee who is disciplined following the pre-disciplinary hearing may appeal the decision of the Department Director to the City Manager. This formal appeal must be filed within seven (7) calendar days of receipt of the decision of the Department Director. The City Manager shall schedule a hearing within seven (7) calendar days of receipt of the appeal from the employee. The employee may have legal counsel and or witnesses at the hearing to present evidence that support the appeal, but must notify the Human Resource Director that they intend to do so at least two (2) business days before the hearing. The Formal Appeal Hearing shall be recorded as a verbatim record of the proceedings. The City Manager must render a written decision within seven (7) calendar days following the hearing. The decision of the City Manager will be final and binding. Should a termination result, the termination date will be the same date as determined by the Director following the pre-disciplinary hearing. If a decision to terminate is over turned, administrative pay will be paid.

Extension of Time Limits

Any of the time limits in the corrective action procedure may be extended upon mutual agreement. However, if no action is taken within one (1) calendar year from the date of the appeal to the Department Director or the City Manager the Appeal will be considered closed and the action upheld.

4-16. Grievance Process

It is the policy of the City to afford all employees a means of obtaining further consideration of problems when they remain unresolved at the supervisory level, and to establish policies and procedures that provide for timely resolution of grievances. Included below is a preliminary step which encourages, whenever possible, the use of mediation to resolve conflict. This step is intended to urge the consideration of the option of mediation, but in no way limits or preempts other remedies to which employees and the City are entitled by law. Whenever possible and appropriate, the employee considering filing a grievance may file a request for mediation with the Human Resources Department prior to initiating the grievance process outlined below. When mediation is pursued, participation in such session will be limited to the two parties involved and the mediator. Other parties may be included, exclusive of any representative or attorney, at the discretion of the mediator. Further, when mediation is pursued, all time limitations will be tolled as of the filing of the request for mediation with the Human Resources office and until such time as the mediation is completed. If agreement is not reached through mediation, the procedures outlined below may ensue.

A "grievance" shall mean a complaint, made by a regular full-time or regular part-time employee, which alleges an unjust application, interpretation, or violation of the rules and regulations of the City or Department that:

1. a specific administrative act was arbitrary or capricious and adversely affected the employee's then-existing terms or conditions of employment, and/or;
2. involves improper discrimination or treatment prohibited by the Constitution of the United States and State of New Mexico, or federal and or state statutes, and/or;
3. a violation of applicable City rules, regulations, or personnel policies which adversely affected the employee's then-existing terms or conditions of employment.

For the purposes of this policy, an act is not arbitrary or capricious if the decision-maker exercised reasoned judgment.

The following matters are not grievable:

- lay-offs,
- changes in policies and procedures,
- performance evaluations,
- transfers or promotions,
- changes in duty stations or shifts,
- all corrective actions,
- levels of compensation, and/or,
- other matters of inherent management rights, unless they are directly related or a direct consequence of a grievable matter.

If a question arises with regard to whether an issue is a grievable matter the City Manager reserves the right to make that determination.

Strict adherence to the procedures outlined below is mandatory for all concerned, except that time limits may be extended upon mutual agreement or good cause shown.

Reasonable attempts will be made to resolve the grievance to the mutual satisfaction of the employee and the City.

STEP 1: An employee must present a grievance in writing within seven (7) calendar days of its alleged occurrence or within seven (7) calendar days of when the employee should have reasonably known of the occurrence to the employee's immediate supervisor and Department Director, who shall attempt to resolve it within seven (7) calendar days after it is presented to them.

STEP 2: If the employee is not satisfied with the decision of the Department Director, the employee must submit the grievance, in writing, to the City Manager's office within seven (7) calendar days of receipt of the Department Director's decision. This written notice shall include the following:

- A. Statement of the grievance and relevant facts.
- B. Specific remedy sought.
- C. Reasons for the dissatisfaction with Department Director's decision.

Note: Issues not presented to the Department Director will not be considered in an appeal to the City Manager. If the grievance presented does not include the specified requirements in Step 2, A.-C., the grievance will be rejected.

STEP 3: Within seven (7) calendar days of receipt of the employee's written grievance the City Manager shall schedule a hearing. The employee may be accompanied by another employee or union conferee. Such conferee must attain a release from their supervisor and will be considered in pay status during their regularly scheduled workday hours. The purpose of the hearing is for the employee to present any information pertinent to the grievance. The hearing will be recorded. The employee and Department Director may call witnesses to testify about information relevant to the grievance. Within seven (7) calendar days of the hearing the City Manager will provide the employee a written decision. The decision of the City Manager will be final and binding.

Protection Against Retaliation - The City and its employees will not retaliate against any person who, in good faith, uses the grievance procedure.

4-17. Classification of Positions

All positions/classifications in the City's service shall be grouped into classes and each class shall include those positions sufficiently similar as to character of work, required performance, and level of responsibility, so that:

- A. An equivalent level of training, experience, knowledge, and ability, and other qualifications may be required of incumbents;
- B. Comparable tests of such qualifications may be used to select incumbents; and
- C. The same salary range will apply with equity under substantially equal working conditions; or
- D. Positions that are unusual for reasons such as market demand will be classified according to reasonable market standards.

Position descriptions and job specifications shall be maintained by the Human Resource Office for all positions. Any changes to position descriptions must be submitted to Human Resources. Requests that result in a position's reclassification will require the City Manager's approval.

The position descriptions should include: Job Title, Department, Division, FLSA Status, Effective Date, Summary of Position, Supervision Received, Supervision Exercised, Essential Functions, Other Duties, Minimum Qualifications, Special Requirements, Working Conditions, History Summary, Job Hazard Analysis, and Approval section.

Reclassification Procedure

Revision of position descriptions and re-allocations within the classification plan shall be made as often as is necessary to provide current information on positions and classes.

It shall be the duty of the Human Resource office to examine the nature of all positions and to allocate them to existing or newly created classes, to make changes in the duties and responsibilities of existing positions.

When a new position is requested by a Department Director or the duties of an old position are substantially changed, the Department Director shall submit a change request form and written recommendation to the Human Resource Office including justification for the reclassification, emphasizing changes in position responsibilities or requirements for qualifications (i.e., experience, education, certifications, etc.).

The request will be reviewed by the Human Resource Office. The Human Resource Department will use a standardized method in reviewing new position descriptions or requests for changes to existing position descriptions. This method will value the position responsibilities, requirements and qualifications to accurately classify or reclassify the position.

If the request is justified, the budget impact will be determined, and a recommendation will be made to the City Manager. The City Manager shall be the final decision-maker for all reclassification requests. If approved, the Human Resource Office will take the necessary steps to implement the reclassification. No reclassification involving an upgrade of salary that would overspend the authorized department budget will be approved without City Commission approval.

4-18. References

City of Alamogordo will respond to reference requests through the Human Resources Department. The City will provide general information concerning the employee such as date of hire, date of separation, rehire eligibility status, and positions held.

Requests for further information must be in writing and a release from the individual the request is for must be obtained. These responses will be returned in writing based on information verifiable in the employee or former employee's personnel file.

This policy does not prohibit an employee from giving a personal reference as long as the employee is not acting as a representative of the City and the reference is not on City letterhead.

Please refer all requests for City references to the Human Resources Department.

4-19. Separation from Employment

Voluntary Termination

Should an employee decide to leave the City, we ask that he or she provide their supervisor with at least two (2) weeks, or four (4) weeks when retiring through PERA, advance written notice of departure. Thoughtfulness will be appreciated.

Failure to comply with this policy may be cause for denying re-employment with the City.

Where an employee resigns to avoid dismissal or other corrective action, the resignation may be accepted at the discretion of the Department Director with City Manager approval, and the employee will not be subject to rehire.

Retirement

Service retirement is voluntary termination after having satisfied the requirements of P.E.R.A. Retiring employees are requested to give the City at least four (4) weeks written notice prior to retirement date.

Involuntary Termination

This action is originated by the City and may be initiated for a variety of reasons to include, but not limited to:

- A. Termination during the probationary period.
- B. Termination for cause.
- C. Layoff.

Disability Retirement

This is an involuntary termination that is necessitated by an injury or illness, which renders the employee incapable of performing his/her job duties. The retirement will be in accordance with P.E.R.A.

Layoff

Layoff is an involuntary termination of employment for lack of work, lack of funds, reclassification of positions, re-organization of the City's work force, elimination of positions or other changes that have taken

place.

The City Manager is responsible for administering the layoff or reduction in force.

No regular full-time, non-probationary, employee shall be laid off involuntarily if there is a vacant position for which the employee is qualified. The City Manager is responsible for offering transfers or re-employment to employees facing layoff. Employees who accept another position are considered to have voluntarily transferred.

The City will provide at least thirty (30) days advance notification prior to layoff, except in the case of an emergency.

Employees with the least amount of seniority within their position shall be laid off first.

Recall from Layoff

Laid off employees shall be recalled for vacancies based on those who meet the minimum requirements of the vacant positions. Where applicable, employees who are equally qualified will be recalled by seniority. When an employee does not respond to the City's recall notice within seven (7) calendar days, the City's obligation to recall the employee shall cease. The City shall have no obligation to recall an employee after he or she has been on continuous layoff for a period that exceeds one (1) year.

Abandonment

Employees who are absent from their job for one (1) shift or work day without notifying their supervisor are considered to have abandoned their job. The employee may apply for reinstatement directly to the City Manager. If the City Manager determines that the employee is to be reinstated, such time missed will be charged against the employee's accrued leave or leave without pay.

Return of City Property

All City property including, but not limited to: I.D. cards, laptop computer, keys, radios, tools, cell phones, City credit cards, uniforms, policy and procedure and/or rules and regulation manuals, etc., must be returned at separation. Employees also must return all of the City's confidential information upon separation. To the extent permitted by law, employees will be required to repay the City, (through payroll deduction, if lawful) for any lost or damaged City property.

Any item that identifies a person as a City employee must be returned upon separation. This does not include employee appreciation gift items.

Footwear and lifeguard uniforms are not required to be returned.

4-20. Exit Interviews

All employees, either separated voluntarily or involuntarily must report to the Human Resource Department for end of employment processing.

Exit Interview

All regular employees who separate from the City's service may be requested to participate in an exit interview on forms provided by the Human Resource Department. Participation in completing the exit interview form is voluntary on the part of the exiting employee.

Exit interviews are often helpful to determine fully not only why an employee has decided to resign, but to seek out opportunities for improvement in the City's overall operations and employee relations. Department Directors and the employee's supervisor(s) will receive a copy of the ex-employee's exit interview.

Section 5 - Benefits

5-1. Benefits and Leave

In addition to good working conditions and competitive pay, it is City of Alamogordo's policy to provide a combination of supplemental benefits to all eligible employees. These benefits include time-off benefits, such as paid time off and holidays, and insurance and other plan benefits.

The next few pages contain a brief outline of the benefit programs City of Alamogordo provides employees and their families. The information presented here is intended to serve only as guidelines and continuation of benefits are not guaranteed.

The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for general information only. The details of those plans are spelled out in the official plan documents, which are available for review upon request from the Human Resources Office or on line at www.mybenefitsnm.com. Additionally, the provisions of the plans, including eligibility and benefit provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any description of the plans, including the SPDs and this manual.

Further, City of Alamogordo (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

While the City intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason.

If employees have any questions regarding benefits, they should contact the Human Resources Office.

5-2. Deferred Compensation

The City allows an option to any regular employee to invest a portion of his or her earnings into a Deferred Compensation Plan. The employee may request a payroll deduction to be administered by the Human Resources Office for this purpose.

5-3. Education Assistance

The City, subject to the availability of funds, may provide education assistance to regular non-probationary employees. The courses or training program or type of degree must enhance or create a skill that is directly related to the employee's profession, skill or craft, and must demonstrate a benefit to the City. The determination for reimbursement is the responsibility of the Department Directors and will be handled in accordance with the City's Educational Assistance Internal Policy.

Employees are expected to attend courses on their own time unless other arrangements are pre-approved.

Education reimbursement will be based on a grade of "C" or Pass. A "D" or failing grade will result in the denial of the reimbursement.

To be reimbursed, employees must still be employed by the City when evidence of satisfactory course completion is received. **EXCEPTION:** Employees whose employment is terminated, because of a downsizing or reorganization will be reimbursed if they complete their course work after their employment is terminated. Employees will be required to serve a pre-determined tenure of service upon completion of the course or will be responsible for paying the City back on a pro-rated basis for the educational reimbursement received for the course.

5-4. Employee Assistance Program

City of Alamogordo provides an Employee Assistance Program (EAP) for employees and their dependents. This program offers qualified counselors to help cope with personal or work related problems.

The City of Alamogordo may provide an Employee Assistance Program (EAP) subject to the availability of funds. The purpose of this program is to provide employees and their immediate family members with assistance in resolving personal problems that may have an adverse effect on job performance. The program may deal with a broad range of human problems such as emotional, behavioral, family, marital, alcohol and/or substance abuse, financial, legal, or other personal problems.

When an employee uses this program by self-referral, their use will be confidential and will remain anonymous to the City. Self-referral usage of the EAP is limited to the provisions of the contract with the EAP provider. Employees who use the EAP on their own will be required to use accrued leave or take leave without pay to attend appointments during work hours.

A Director may refer an employee to the EAP as a condition of continued employment. In these cases, the information the employee discusses with their provider will remain confidential under provider, client privileges. The City will be provided information from the provider regarding the employee's attendance and fitness to safely perform the essential functions of their job. Employees who are referred to the EAP by their supervisor will be allowed a reasonable amount of administrative leave with pay to attend appointments that occur during their normal work hours.

Contact the Human Resources Department for further information.

5-5. Insurance Programs

Health, Dental, Vision, and Disability Coverage

Regular full-time or part-time employees may participate in the City's health, dental, and vision insurance programs.

All regular full time employees are eligible to join the City's Group Insurance Plan, which provides coverage for the employee and the employee's dependents. Participation is subject to the City's and the Carrier's Agreement which is on file with the Human Resources Department. The City's participation in providing Group Medical Insurance is subject to modification, termination, or change of carrier at any time. The City pays a portion of the plan as approved by the City Commission.

Participation is on a voluntary basis and the employee may join or withdraw from the plan at any time the plans and IRS rules allow.

An employee requesting coverage is required to apply for coverage within the first thirty (30) days of employment, otherwise enrollment will not be available until open enrollment or a qualifying event has occurred.

Continuation of medical coverage will be in compliance with any applicable laws.

Employees meeting eligibility requirements under the Affordable Health Care Act will be responsible for their share of premium costs which meets guidelines under the Act.

Regular part time employees that work a minimum of twenty (20) hours per week are eligible to enroll in the City's group insurance plans. Regular part time employees will be responsible for 100% of the premium costs.

Upon becoming eligible to participate in these plans, you will receive information on obtaining Summary Plan Descriptions (SPDs) describing the benefits in greater detail. Please refer to the SPDs for detailed plan information.

Basic Life Insurance Coverage

All regular full time and regular part time employees that work a minimum of twenty (20) hours per week are eligible to receive, at no cost to the employee, a Basic Life Insurance policy.

5-6. Recreational Facilities Benefit

All employees shall be permitted to use the City's recreational facilities and equipment, including the swimming pool, that are located at its Recreational Center at no cost to the Employee. The gym at the Senior Center may also be used at no cost to the employee. Family members and guests will be required to pay the normal charges. Employees will be given a twenty percent (20%) discount on any recreational activity or other programs offered or sponsored by the City's Community Services Department. The discount applies only to the participation of the employee, the employee's spouse or the employee's minor dependent(s). Participation at the discounted rate will only be available in the event the program has available space. Employees shall be given the "junior golf green fee rate" at the City's golf course, The Desert Lakes Golf Course. Family members and guests will be required to pay the normal charges. Rental charges for golf carts and other charges or fees will be at the normal rate. Employees will be charged the non-profit rate for rental of the Civic Center Facility.

City Retirees will continue to be eligible for these services after they retire. City Retirees will be provided with an ID card from the Human Resources Department to receive these discounts. For the purpose of this policy a City Retiree is defined as an employee retiring in good standing under City employment and under the New Mexico PERA Retirement System.

5-7. Retirement Plan

Retirement

Any employee who qualifies as mandatory under PERA guidelines, except the City Manager who has the option of joining the ICMA 401 Plan in lieu of PERA, participates in the Public Employees Retirement Association of New Mexico (PERA).

Enrollment and benefit forms are provided by the Human Resource's Office. It is the employee's individual

responsibility to keep information related to their retirement account as to name, address, and beneficiary up to date.

Retiree Health Care

As part of the City's participation in PERA, eligible employees participate in the New Mexico Retiree Health Care Authority. This participation provides the benefit of health insurance to PERA retirees.

Detailed information on specific retirement benefits is available at www.nmpera.org for PERA and at www.nmrhca.org for Retiree Health Care Authority.

5-8. Training

Where the City is the one requiring additional certification or licensing beyond any required for appointment to the position held or sought by any regular full time employee, the City will be responsible for scheduling and paying all costs associated with the acquisition of the required training or licensing.

Where training is approved, employees must comply with the Finance Department's guidelines for payment and reimbursements of training. Department Directors shall not approve City paid time or training funds for employees seeking training outside their assigned classification and where the City does not request it.

The City may, subject to the availability of funds and the Department Directors approval, pay for necessary training for employees who are required to maintain a license or certificate as outlined in the employees job description.

5-9. Workers' Compensation

On-the-job injuries are covered by our Workers' Compensation Insurance Policy. If employees are injured on the job, no matter how minor, they should report the incident immediately to their Supervisor. Failure to follow City procedures may affect the ability of the employee to receive Workers Compensation benefits.

Workers Compensation benefits will be administered in accordance with State of New Mexico Worker's Compensation Law.

5-10. Administrative Leave

Administrative Leave

It is recognized that certain events arise that make administrative leave necessary. The Department Director or designee may place an employee on administrative leave with pay based on certain events. These events may include:

- A. The removal of an employee for the safety or welfare of other employees, and/or the public,
- B. The removal of an employee for the purpose of protecting the Cities facilities or properties,
- C. The removal of an employee to conduct an investigation,
- D. The removal of an employee whose conduct or welfare is at issue,
- E. When an employee is referred to the Employee Assistance Program by the supervisor as outlined in the

Employee Assistance section. Employees will be granted a reasonable amount of administrative leave for appointments scheduled during normal work hours.

Employee's in pre-termination status are not eligible for administrative leave with pay. These employee's will be provided administrative leave without pay pending the outcome of their pre-disciplinary process.

The basis for such administrative leave shall be documented and submitted on the approved form to the Human Resources Director at the time of or within two (2) business days of the administrative leave commencing.

Administrative leave under this section shall not constitute corrective action. During the administrative leave, the employee shall not attend his or her regular work site or any other city facilities, except as designated by the Department Director. The employee shall remain available during normal work hours to meet with the Director or designee, as requested.

The employee may be placed on administrative leave with pay by the Director with concurrence from the Human Resources Director for up to five (5) consecutive working days for non-shift workers and seven (7) consecutive calendar days for shift workers. Leave beyond these limitations will only be authorized by the City Manager.

Unauthorized Absence

Any leave not authorized according to the appropriate rules set forth in this manual shall be deemed to be an unauthorized absence without pay. All unauthorized leave shall be initially recorded as unpaid AWOL - absence without leave. Upon receiving information of the reasons behind the unauthorized absence, the Department Director may change the leave to Paid Time Off without losing the right to give the employee corrective action up to and including termination. After one (1) shift or work day of unauthorized absence, employees are subject to termination under the Abandonment section of this manual.

5-11. Bereavement Leave

We know the death of a family member is a time when employees wish to be with their families.

The City shall allow up to three (3) days of paid Bereavement Leave for regular full time employees in cases of death in the immediate family.

The City shall allow up to three (3) days of paid Bereavement Leave for regular part time employees, pro-rated based on the employee's annual budgeted hours, in cases of death in the immediate family.

Employees who must travel 500 miles or more one-way will be allowed two (2) additional days of Bereavement Leave for a maximum total of five (5) days. Bereavement leave benefits for regular part time employees will be pro-rated based on the annual budgeted hours for these two (2) additional days.

For the purposes of this provision, immediate family is defined as: spouse, domestic partner, child, grandchild, brother, sister, parent, grandparent, step, half, and in-law relatives of the same.

Employees must inform their Supervisor prior to commencing bereavement leave.

In administering this policy, the City may require verification of death.

5-12. Jury Duty

City of Alamogordo supports the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. Employees are expected to provide a copy of their jury duty and verification of their completed service, available from the court.

Employees are also expected to keep management informed of the expected length of jury duty service and to report to work for the remaining portion of the day if excused by the court.

Employees on jury duty leave will be paid for their jury duty service in accordance with state law; however, exempt employees will be paid their full salary for any week in which time is missed due to jury duty if work is performed for the City during such week.

Some courts pay jurors a fee in exchange for their jury duty. Employees shall remit to the City all compensation received for such service performed during normal working hours. All remitted jury service fees will be turned in to the Finance Department, excluding mileage fees.

5-13. Lactation Breaks

The City will provide a reasonable time to accommodate an employee desiring to express breast milk for the employee's infant child, in accordance with and to the extent required by applicable law.

The City will make reasonable efforts to provide employees with the use of a room or location other than a toilet stall for the employee to express milk in private. This location may be the employee's private office, if applicable. The City may not be able to provide additional break time if doing so would seriously disrupt the City's operations, subject to applicable law. Please consult the Human Resources Department if you have questions regarding this policy.

Employees should advise management if they need break time and an area for this purpose. Employees will not be discriminated against or retaliated against for exercising their rights under this policy.

5-14. Meal Periods/Breaks

Meal periods are usually one (1) hour, unless otherwise specified due to work demands and as pre-authorized by the Department Director. Meal periods are not counted as time worked, unless the employee is not relieved from duty during the meal period. Where meal periods are not taken by the employee and the supervisor has not requested or assigned a verbal or written duty, the employee shall be compensated for time worked, but may be subject to corrective action by their supervisor. Rest breaks may be provided with one (1) fifteen (15) minute rest period the first half of the workday and one (1) fifteen (15) minute rest period the second half of the workday. Rest breaks may not be accumulated, or used in correlation with lunch, at the beginning of work or prior to leaving from work. Breaks will be taken in designated non-work areas, but may not be away from the facility unless the employee has obtained prior supervisor approval or direction. Supervisors shall be responsible for scheduling and may authorize or limit rest breaks if continuous work is required.

5-15. Paid Time Off

The City acknowledges how hard employees work and recognizes the importance of providing time for rest and relaxation. Employees are encouraged to get this rest by taking paid time off.

Leave Defined

Leave is any authorized absence, with or without pay, during regularly scheduled work hours, which is approved by the proper authority. Leave is an employee benefit and all leave shall be earned and granted to employees as set forth in the following rules.

General Leave Approval

Leave will be granted on the basis of the work requirement as a priority, but whenever possible on the personal wishes of the employee. Requests for leave will be approved, denied, and governed through the chain of command.

Paid Time Off (PTO)

Paid Time Off (PTO) is available to cover employees needs for time away from work for vacation, sickness, or to handle personal affairs.

PTO Accrual

Regular full-time employees earn PTO hours based on the multiplier used times the regular hours paid each pay period, excluding overtime and other hours that are in addition to the budgeted base position hours of 2080. The longer an employee remains with the City of Alamogordo, the larger the multiplier will be based on the following table:

Full Years of Service	Maximum PTO Hours Earned Per Year	Maximum PTO Days Earned Per Year	Multiplier
0-5 Years	172	21.50	0.082692308
6 Years	180	22.50	0.086538462
7 Years	188	23.50	0.090384615
8 Years	196	24.50	0.094230769
9 Years	204	25.50	0.098076923
10-15 Years	212	26.50	0.101923077
16 Years	220	27.50	0.105769231
17 Years	228	28.50	0.109615385
18 Years	236	29.50	0.113461538
19 Years	244	30.50	0.117307692
20 Years & Up	252	31.50	0.121153846

The multiplier will be increased to the next incremental rate effective the first full pay-period following the employee's eligible anniversary date.

PTO hours are calculated and updated each biweekly pay period through the payroll system. Employees whose positions are budgeted for 2080 hours per fiscal year may only earn PTO hours up to the maximum per year listed in the calculation table above. Employees may not borrow against future PTO accruals or carry a negative PTO balance.

PTO Requests

It is important that employees plan PTO use carefully so that appropriate replacements can be scheduled. Employees are responsible for requesting PTO in writing and submitting it to their supervisor for approval at least one (1) week in advance for all time off, except in those cases where advance notice is not possible i.e. hospitalization, family emergency, etc, or when otherwise agreed to by the supervisor. In the instance of an unplanned absence, the employee is responsible for making every effort to notify their supervisor at least one (1) hour before the beginning of their scheduled work period. If an employee has not notified the supervisor of their absence by mid shift, the employee may be subject to 4-19 Separation From Employment/Abandonment. Abandonment does not override the PTO request requirement.

If an employee calls in sick for three (3) or more consecutive days, the employee may be required to provide his or her supervisor with a doctor's note on the day the employee returns to work.

An absence shall be considered unauthorized whenever the employee's supervisor or designee has not been properly notified before the shift begins. Responsibility for excusing an unauthorized absence shall rest with the immediate supervisor. An unauthorized absence may be paid if PTO accruals are available and the supervisor has approved the unauthorized absence. An unauthorized absence may be recorded as leave without pay at the discretion of the supervisor.

While employees will begin earning PTO hours upon hire, they are not eligible to use PTO until they have successfully completed their initial probationary or extended probationary period. Employees serving an initial twelve (12) month probationary period shall be eligible to use their PTO hours upon successful completion of the first six (6) months of their probationary period. An exception will be granted and current hours made available if the employee provides documentation of illness signed by a licensed medical professional. Individual circumstances may also be considered and approved by the Department Director.

PTO & Injury on the Job

If an employee is injured on the job during their probationary period they will have access to their available PTO leave balance to cover lost time that they are not compensated for in any other manner for the first seven (7) calendar days. Should the leave balance not be sufficient to cover the time, leave-without-pay may be authorized.

PTO Maximum Roll Over

The maximum amount of earned PTO hours employees can roll over at any fiscal year end is 480 hours. Exceptions may be approved by the City Manager, only under extenuating circumstances which could not be planned or expected. Approved excess leave must be utilized by the employee within ninety (90) days, or by October 31 of the new fiscal year.

Up to July 1, 2003, any employee having a balance in excess of 480 hours will have their current PTO balance serve as their maximum PTO roll over balance until the employee either separates service or their balance falls below 480 hours. At such time their balance falls below 480 hours their maximum limit then becomes 480

hours.

Exhaustion of PTO

Only Department Directors or their designees, on a case-by-case basis, can grant time off without pay. PTO will not accrue during periods of leave without pay.

PTO & Separation of Employment

Employees will be paid up to 480 earned, unused hours of PTO upon their retirement date through PERA. Payment for unused PTO shall be paid at the employee's regular base rate of pay at the time of retirement. PTO in excess of 480 hours will be forfeited.

Employees will be paid up to 360 earned, unused hours of PTO upon separation of employment; not in conjunction with retirement through PERA. Payment for unused PTO shall be paid at the employee's regular base rate of pay at the time of separation. PTO in excess of 360 hours will be forfeited.

All accruals cease as of the date of separation.

PTO will not be paid out to employees who terminate during their first six (6) months of employment status.

PTO Conversion

Employees may convert a maximum of eighty (80) PTO hours per fiscal year for a cash payment at a rate of two (2) hours of pay for three (3) hours of leave. This conversion is only possible for PTO balances over 240 hours. The minimum amount of hours employees may convert per conversion is eight (8) hours. The maximum number of times an employee may convert leave to pay during the fiscal year is four (4). All requests to convert leave to pay must be submitted to the Human Resources Department at least seven (7) calendar days before the pay date the employee wishes to receive the payment.

Voluntary PTO Transfer

There are times when employees may face conditions which require an extended absence from duty and subsequently result in the exhaustion of their PTO. In such cases, after consultation with the Department Director, the City Manager may permit a regular full-time employee to receive PTO donations from other qualified employees under this subsection, under the following conditions:

The employee or an immediate family member suffers from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature which has caused, or is likely to cause, the employee to go on leave without pay status or terminate City employment and:

- The employee's absence and the use of shared PTO are warranted;
- The employee has depleted or will shortly deplete his or her PTO reserves; and
- The employee has abided by all personnel rules regarding PTO use.

PTO donations under this provision may not exceed 480 hours per event, unless otherwise determined by the City Manager or designee.

Such leave shall be donated in one (1) hour increments, with a minimum donation of eight (8) hours per donor.

An employee who has accrued a PTO balance of more than 240 hours may request that the City Manager transfer a specified amount of PTO to another employee authorized to receive PTO under this section. In no event may the employee request a transfer of an amount of PTO that would result in his or her own

PTO balance going below 240 hours. However, an employee separating from City service may donate PTO below the minimum balance of 240 hours, provided the recipient is currently on FMLA leave and/or has been approved by the City Manager to receive PTO donations.

The amount of PTO time transferred under this section which remains unused shall be returned to the employee or employees who transferred the leave when the City Manager finds that the leave is no longer needed or will not be needed at a future time in connection with the illness or injury for which the leave was transferred. The return of unused PTO will be pro-rated based on the number of hours the donator contributed to the total hours donated under the most recent reconciled balance.

Under no circumstances, including termination, can donated PTO hours be converted to cash.

5-16. Paid Holidays

The City Manager shall determine which holidays employees of the City will observe, and the date of observation.

Regular full-time and part-time employees will be paid for the following holidays:

New Year's Day

Martin Luther King, Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Veterans' Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Holiday pay for regular part time employees will be calculated based on a pro-rated eight (8) hour holiday and the annual budgeted hours for the position held.

If a holiday falls within an eligible employee's approved leave period the eligible employee will be paid for the holiday. Leave benefits will not be charged.

In the event a holiday falls on Sunday the following Monday shall be deemed to be the holiday. In the event the legal holiday falls on Saturday, the proceeding Friday shall be deemed to be the holiday. In these cases, time worked on the actual holiday on Saturday or Sunday will be the time that is eligible for holiday pay in accordance with the section on Holiday Pay under Compensation.

5-17. Voting Leave

An employee who is registered to vote shall be granted up to two (2) hours with pay, between the opening and closing times of the polls, to vote on all election days. Time off will not be granted to employees whose normal work day begins more than two (2) hours after the opening time of the polls or ends more than three (3) hours prior to the closing time of the polls. Time off for voting will not be utilized for any other purpose.

The employees supervisor should be notified prior to utilizing the Voting Leave. The time of day will be regulated by the supervisor to minimize disruption of service. The employee may be required to produce proof of voter registration.

5-18. Other Benefits

The City may offer other benefits to employees to be paid in whole or part by the employee through a payroll deduction or other means.

City contributions to any benefit are contingent upon available funding and required approvals.

Section 6 - Leaves of Absence

6-1. Personal Leave

If regular full time employees are ineligible for any other City leave of absence, City of Alamogordo, under certain circumstances, may grant a personal leave of absence without pay. A written request for a personal leave should be presented to the Department Director at least two (2) weeks before the anticipated start of the leave. The Department Director will prepare a recommendation to the City Manager, through the Human Resources Department. The recommendation will include the reason for the request, the day it will start and expected day of return, and how it will impact department operations.

If personal leave is requested for medical reasons and employees are not eligible for leave under the federal Family and Medical Leave Act (FMLA) or any state leave law, medical certification also must be submitted. The request will be considered on the basis of staffing requirements and the reasons for the requested leave, as well as performance and attendance records. Normally, personal leave will be granted for a period of up to twelve (12) weeks. However personal leave may be extended if, prior to the end of leave, employees submit a written request for an extension to management and the request is granted.

Employee's that are on approved personal leave:

1. Are not eligible to withdraw their PERA retirement benefits.
2. Will not earn leave benefits, during any duration of leave without pay (LWOP).
3. Are not eligible for holidays that fall during the period of LWOP.
4. Shall not use LWOP to work for another employer or pursue self-employment.
5. Are eligible to continue participation in the City's health insurance program provided the employee makes arrangements to pay the City the full insurance premium if LWOP exceeds two full pay periods.
6. Will be responsible for the employee and employer share of the premiums.
7. Shall be terminated if they fail to return on the day specified, unless an extension has been authorized in advance.
8. Employees must use all accumulated leave and comp-time prior to utilizing LWOP under this provision.
9. Are not eligible to participate in the donated leave provision.

Upon completion of the personal leave of absence, the City will attempt to return employees to their original job or a similar position, subject to prevailing business considerations. Reinstatement, unless FMLA qualified, is not guaranteed.

Failure to advise management of availability to return to work, failure to return to work when notified or a continued absence from work beyond the time approved by the City will be considered a voluntary resignation of employment.

6-2. Military Leave

If employees are required to attend yearly Reserves or National Guard duty, of New Mexico, they will be eligible to receive military leave with pay, not to exceed fifteen (15) days in each calendar year, then unpaid military leave of absence provided the absence does not exceed applicable statutory limitations.

All employees called to active duty in emergencies declared by the Governor of the United States or the President of the United States for short periods of time shall be granted military leave with pay not to exceed fifteen (15) days.

A copy of orders must be attached to all requests for military leave, annual or emergency.

This leave does not apply to assignments volunteered for by the employee.

To be eligible for military leave, employees must provide management with advance notice of service obligations unless they are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable to provide such notice.

Employees should give management as much advance notice of their need for military leave as possible to ensure proper coverage while employees are away.

Provided any absence does not exceed applicable statutory limitations, employees will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws.

Authority for all military leave shall be within the provisions of Federal, State, and Local Laws.

6-3. Family and Medical Leave

The Family and Medical Leave Policy

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA). This policy provides employees information concerning FMLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA leave, they should contact the Human Resources Office.

I. Eligibility

FMLA leave is available to "eligible employees." To be an "eligible employee," an employee must: 1) have been employed by the City for at least 12 months (which need not be consecutive); 2) have been employed by the City for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

II. Entitlements

As described below, the FMLA provides eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration.

A. Basic FMLA Leave Entitlement

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical

reasons during a 12-month period. The 12-month period is determined based on a 12-month period measured forward from the start date of the employee's first FMLA leave. Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son, daughter or parent (but not in-law) who has a **serious health condition**;
- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job; and/or
- Because of any **qualifying exigency** arising out of the fact that an employee's spouse, son, daughter or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserves component of the Armed Forces for deployment to a foreign country in support of contingency operation or Regular Armed Forces for deployment to a foreign country.

A **serious health condition** is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

B. Additional Military Family Leave Entitlement (Injured Service Member Leave)

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a **covered service member** is entitled to take up to 26 weeks of leave during a single 12-month period to care for the service member with a serious injury or illness. Leave to care for a service member shall only be available during a single-12 month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured service member.

A "**covered service member**" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." **Covered service member** also includes a veteran who is discharged or released from military services under conditions other than dishonorable at any time during the five years preceding the date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as "covered veterans."

The FMLA definitions of a "serious injury or illness" for current Armed Forces members and covered veterans are distinct from the FMLA definition of "serious health condition" applicable to FMLA leave to care for a covered family member.

C. Intermittent Leave and Reduced Leave Schedules

FMLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also are entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered service member. Qualifying exigency leave also may be taken on an intermittent basis.

D. No Work While on Leave

The taking of another job while on family/medical leave or any other authorized leave of absence is grounds for immediate discharge, to the extent permitted by law.

E. Protection of Group Health Insurance Benefits

During FMLA leave, eligible employees are entitled to receive group health plan coverage under the same terms and conditions as if they had continued to work.

F. Restoration of Employment and Benefits

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause the City substantial and grievous economic injury, employees generally have a right to return to the same or equivalent position with equivalent pay, benefits and other employment terms. The City will notify employees if they qualify as "key employees," if it intends to deny reinstatement, and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

G. Notice of Eligibility for, and Designation of, FMLA Leave

Employees requesting FMLA leave are entitled to receive written notice from the City telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) City's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The City may retroactively designate leave as FMLA leave with appropriate written notice to employees provided the City's failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leave qualifies for FMLA protection, the City and employee can mutually agree that leave be retroactively designated as FMLA leave.

III. Employee FMLA Leave Obligations

A. Provide Notice of the Need for Leave

Employees who take FMLA leave must timely notify the City of their need for FMLA leave. The following describes the content and timing of such employee notices.

1. Content of Employee Notice

To trigger FMLA leave protections, employees must inform the Human Resources Office of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA leave specifically, or explaining the reasons for leave so as to allow the City to determine that the leave is FMLA-qualifying. For example, employees might explain that:

- a medical condition renders them unable to perform the functions of their job;
- they are pregnant or have been hospitalized overnight;
- they or a covered family member are under the continuing care of a health care provider;
- the leave is due to a qualifying exigency caused by a military member being on covered active duty or called to covered active duty status to a foreign country; or
- if the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered service member with a serious injury or illness.

Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the City's questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees seek leave due to FMLA-qualifying reasons for which the City has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

2. Timing of Employee Notice

Employees must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the City notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules

When planning medical treatment, employees must consult with the City and make a reasonable effort to schedule treatment so as not to unduly disrupt the City's operations, subject to the approval of an employee's health care provider. Employees must consult with the City prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the City and the employees, subject to the approval of an employee's health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the City may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered service member, the City may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the City of the reason why such leave is medically necessary. In such instances, the City and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the City's operations, subject to the approval of the employee's health care provider.

C. Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests for Military Family Leave)

Depending on the nature of FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three types of FMLA medical certifications: an **initial certification**, a **recertification** and a **return to work/fitness for duty certification**.

It is the employee's responsibility to provide the City with timely, complete and sufficient medical certifications. Whenever the City requests employees to provide FMLA medical certifications, employees must provide the requested certifications within 15 calendar days after the City's request, unless it is not practicable to do so despite an employee's diligent, good faith efforts. The City will inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The City will deny FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, the City may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If employees choose not to provide the City with authorization allowing it to clarify or authenticate certifications with health care providers, the City may deny FMLA leave if certifications are unclear.

Whenever the City deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

1. Initial Medical Certifications

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered service member, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the City has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the City's expense. If the opinions of the initial and second health care providers differ, the City may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the City and the employee.

2. Medical Re-certifications

Depending on the circumstances and duration of FMLA leave, the City may require employees to provide recertification of medical conditions giving rise to the need for leave. The City will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

3. Return to Work/Fitness for Duty Medical Certifications

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide the City with medical certification confirming they are able to return to work and the employees' ability to perform the essential functions of the employees' position, with or without reasonable accommodation. The City may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

D. Submit Certifications Supporting Need for Military Family Leave

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, the City may require employees to provide: 1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to covered active duty status and the dates of the military member's covered active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different military member.

When leave is taken to care for a covered service member with a serious injury or illness, the City may require employees to obtain certifications completed by an authorized health care provider of the covered service member. In addition, and in accordance with the FMLA regulations, the City may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered service member confirming entitlement to such leave.

E. Substitute Paid Leave for Unpaid FMLA Leave

Employees are required to use any accrued Paid Time Off while taking unpaid FMLA leave.

The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leave and the paid time will run concurrently with an employee's FMLA entitlement.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement. Upon written request, the City will allow employee's to use accrued Paid Time Off to supplement any paid disability benefits.

F. Pay Employee's Share of Health Insurance Premiums

During FMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the City notifies employees of other arrangements, whenever employees are receiving pay from the City during FMLA leave, the City will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working.

If FMLA leave is unpaid, employees must pay their portion of the group health premium through a "pay-as-you-go" method.

The City's obligation to maintain health care coverage ceases if an employee's premium payment is more than 30 days late. If an employee's payment is more than 15 days late, the City will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the City for the cost of the premiums the City paid for maintaining coverage during their unpaid FMLA leave.

IV. Exemption for Highly Compensated Employees

The City may choose not to return highly compensated employees (highest paid 10% of employees at a worksite or within 75 miles of that worksite) to their former or equivalent positions following a leave if restoration of employment will cause substantial economic injury to the City. (This fact-specific determination will be made by the City on a case-by-case basis.) The City will notify employees if they qualify as a "highly

compensated," if the City intends to deny reinstatement, and of an employee's rights in such instances.

V. Questions and/or Complaints about FMLA Leave

If you have questions regarding this FMLA policy, please contact the Human Resources Office. The City is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their FMLA rights have been violated, they should contact the Human Resources Office immediately. The City will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

VI. Coordination of FMLA Leave with Other Leave Policies

The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement that provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please consult the City's other leave policies in this manual or contact the Human Resources Office.

The City of Alamogordo administers family and medical leaves of absence in accordance with the Family and Medical Leave Act of 1993.

6-4. Volunteer Emergency Responder Job Protection Act

An employee's rights under the New Mexico Statute Chapter 12, Article 10C-1-4, Volunteer Emergency Responder Job Protection Act will be administered in accordance with the Act.

6-5. The Uniformed Services Employment and Reemployment Rights Act

An employee's rights under The Uniformed Services Employment and Reemployment Rights Act (USERRA) will be administered in accordance with the Act.

6-6. Other Leave

City of Alamogordo recognizes that an employee may have a need to be excused from work in order to attend to personal situations beyond their control. The purpose of this policy is to outline the parameters for Domestic Victims Leave. Under this policy, the following circumstances may be approved for critical personal leaves for employees who are:

- victims of domestic violence
- victims of criminal acts
- victims of natural disasters
- family members of military service members - refer to FMLA Policy under Section 6 of this manual.

All regular full and part time employees, regardless of length of service, are eligible for leave which meet any of the above-referenced criteria. Such approved periods of leaves will be unpaid except where an employee elects to use available paid time off.

The leave provided for in this policy is supplemental to any leave that may be required under applicable laws such as the Family and Medical Leave Act (FMLA) and the Uniformed Services Employment and Reemployment Rights Act (USERRA). You may have similar rights under state law. Employees should look to their leave rights under such laws before resorting to the leave provided for in this policy.

Any request for leave for one of the reasons itemized above must be made in writing, must be for a specified period, and approved by the Department Director.

All leave requests may require documentation supporting the necessity for the leave. Such documentation must be provided within a reasonable time period following the request and may include court, military, insurance, physician, or other documents that verify the need for leave.

The City reserves the right to restrict leave or the duration of a leave if the leave will cause a major impact on City operations.

Domestic Victims leave may be taken in a continuous block of time or sporadically and is limited to fourteen (14) work days in a calendar year; however, employees may submit subsequent documented leave requests for continuation of leave when necessary.

Eligible employees who take leave under this section are entitled to receive group health plan coverage under the same terms and conditions as if they had continued to work and are responsible for ensuring that a benefit payment schedule is arranged with payroll if necessary.

This policy will be administered pursuant to New Mexico Statute 50-4A-1-8, Promoting Financial Independence for Victims of Domestic Abuse Act.

For eligibility requirements contact Human Resources.

Section 7 - General Standards of Conduct

7-1. Drug-Free and Alcohol-Free Workplace

SECTION 1 APPLICABLE TO ALL CITY OF ALAMOGORDO EMPLOYEES

PURPOSE

The purpose of this Policy is to implement a substance abuse and alcohol misuse policy in a manner which provides for a safer environment for all City employees and the public; and, is compliant with Title 49 Code of Federal Regulations Part 382 as it applies to every person and to all employers of such persons who operate a commercial motor vehicle in any State, and is subject to the commercial driver's licensing requirements.

It is intended that this policy will be interpreted and implemented in a manner consistent with anti-discrimination requirements including the Americans with Disabilities Act.

SEVERABILITY

In the event that any portion of this policy or any portion of the regulations it incorporates are declared unenforceable, the remainder of this policy and such regulations shall remain in full effect.

APPLICABILITY

This policy applies to all City of Alamogordo employees and applicants, except where otherwise regulated in Section 2, by the Department of Transportation (D.O.T), for employees holding commercial licenses as part of their job description or are being paid certification pay for a commercial license that is not a requirement of their job description, but is found to be beneficial to the City.

It shall be the responsibility of the City Manager to determine which positions are safety-sensitive.

Safety sensitive positions for the purpose of this policy are: sworn and non-sworn Police, Dispatch, Dispatch Command Staff, Animal Control Manager, Animal Control Officer, Evidence Technician, Firefighter, Fire Lieutenant, Fire Command Staff, Code Enforcement Officer, Code Enforcement Supervisor, Recreation Center Van Driver, Senior Center Van Driver, Lifeguard, and those positions regulated by D.O.T. for the operation of a commercial vehicle.

It shall be the responsibility of the Human Resources Office to notify the affected employees of their status upon hire or in the event of a change in safety sensitive determinations.

PROHIBITIONS

1. Employees are prohibited from reporting to work under the influence of alcohol or controlled substance(s), from consuming, or possessing illegal drugs or alcohol during assigned work hours including lunch periods, rest breaks and periods when the employee is in pay status or on call.
2. No employee shall consume alcohol within the eight (8) hours prior to the start of the employee's scheduled shift.

A. DRUG TESTING

The City of Alamogordo and its contracted testing facility shall adhere to the D.O.T. guidelines for drug

testing. Split urine specimens collected under this policy shall not be used to test for any other drugs than Marijuana, Cocaine, Opiates, Phencyclidine, or Amphetamines.

Any drug testing component utilized by the City of Alamogordo shall have professionally trained collection personnel, quality assurance requirements for urinalysis procedures, and strict confidentiality requirements.

B. PRIVACY ASSURED

Any individual subject to testing under this policy, shall provide urine specimens in privacy unless there is a reason to believe that a particular individual may alter or substitute the sample.

A collection site staff member of the same gender as the individual tested, may observe the individual provide the urine specimen when such staff member has a reasonable suspicion to believe that the individual may attempt to alter or substitute. If the collection provider does not have a same gender individual available, the City will provide an observer whom shall be a member of City Management. The following are grounds for an observed test under this section:

1. The employee has presented a urine specimen that falls outside of the normal temperature range 32⁰ - 38⁰ C or 90⁰ - 100⁰ F; and
2. The employee declines to provide an oral body temperature; or
3. The oral body temperature varies by more than 1⁰ C/ 1.8⁰ F from the specimen temperature; or
4. The last urine specimen provided by the employee (on a previous occasion) was determined by the testing lab to have a specific gravity of less than 1.003 and a creatinine concentration below .2g/L;
5. The collection site personnel observes conduct clearly and unequivocally indicating an attempt to substitute or adulterate the sample (e.g. substitute urine in plain view, blue dye in specimen presented, etc.); or
6. The employee has previously been determined to have used a controlled substance without medical authorization.

C. BREATH ALCOHOL TEST

1. The City of Alamogordo's contracted testing facility will adhere to breath alcohol procedures of Title 49 Code of Federal Regulations Part 40.
2. Breath alcohol shall be collected by a certified Breath Alcohol Technician utilizing a Department of Transportation approved Evidentiary Breath Testing machine.
3. The employee giving the sample shall complete step 2 of the certification on the Alcohol Testing Form.
4. Refusal by the member to sign the certification shall be regarded as a refusal to take the test and will be automatically considered a positive result and will result in corrective action up to and including termination.
5. If the screening test is greater than zero (0) the driver shall take a confirmation test.
6. The confirmation test shall be conducted within not less than 15 minutes and no more than 30 minutes of a positive screening test.

D. PRE-EMPLOYMENT TESTING

All offers to an external applicant, for initial employment with the City of Alamogordo, shall be extended conditionally upon the applicant successfully passing a pre-employment drug test with a negative result.

1. A current full-time or part-time non-safety sensitive employee that is being placed, transferred, or

promoted into a non-safety sensitive position is exempt from the pre-employment drug test provision.

2. A current full-time or part-time non-safety sensitive employee being placed, transferred, or promoted into a safety-sensitive position is subject to the appropriate pre-employment drug test with a negative result.
3. A current full-time or part-time safety sensitive employee that is being placed, transferred, or promoted into another safety-sensitive position is exempt from the pre-employment drug test provision.
4. A current full time or part time non D.O.T. Safety Sensitive employee being, placed, transferred, or promoted into a D.O.T. Safety Sensitive position is subject to the appropriate pre-employment drug test, as regulated by D.O.T., with a verified negative result.
5. A current full time or part time D.O.T. Safety Sensitive employee being placed, transferred, or promoted into another D.O.T. Safety Sensitive position is exempt from the pre-employment drug test provision.
6. Seasonal employees promoting to regular status will be tested pursuant to the guidelines described in 1-5 above.

Procedure:

1. The City of Alamogordo shall direct the applicant or employee to an appropriate collection facility with the designated form.
2. The drug test must be undertaken as soon after notification as possible.
3. When an employee being placed, transferred or promoted submits to a drug test under any of these provisions and has a verified positive result, the employee shall be subject to corrective action up to and including termination.
4. Should an applicant have a pre-employment drug test with a positive result, the conditional offer of employment shall be rescinded.

E. RANDOM TESTING

All employees designated as "Safety Sensitive" per the "Applicability", Section are subject to random drug and alcohol testing.

Procedure:

1. Tests are unannounced and the City of Alamogordo will notify the employee of any selection for a random test just prior to testing.
2. The employee shall immediately present him or herself for testing at the designated collection location noted on the random selection notice form.
3. Any employee not reporting for testing immediately shall be deemed to have refused to test, and shall be subject to corrective action up to and including termination.

Employees on shift work will present themselves for testing upon notification from their supervisor.

F. RANDOM SELECTION

The following represents how and how often random selections occur:

1. The rate of selection is 50% per anum for drugs and 25% per anum for alcohol. These rates may be adjusted by the Department of Transportation guidelines;

2. The selections are done by a scientifically valid process through the facility contracted to perform drug and alcohol tests.

G. POST-ACCIDENT TESTING

All employees are subject to post-accident drug and/or alcohol testing. All employees are required to report accidents immediately. Reporting procedures for accidents are defined in the City's Safety Manual, Section VII.

Employees involved in on-the-job accidents are subject to testing.

1. SAFETY SENSITIVE AND NON-SAFETY SENSITIVE POSITIONS:

- Testing will be conducted immediately following the accident if information is provided by credible sources, or it is reasonable and independently corroborated that objective facts indicate the driver is under the influence of controlled substance or alcohol.
- Police involved in an accident who use deadly force are subject to drug and alcohol testing. Deadly force means, that force which a reasonable person would consider likely to cause death or serious bodily harm.

2. DEPARTMENT OF TRANSPORTATION (D.O.T) REGULATED EMPLOYEES:

Testing for both alcohol and drugs shall be conducted for each surviving driver:

- If the accident involved the loss of human life;
- Who receives a citation under State or local law for a moving traffic violation arising from the accident;
- Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident;
- One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

All D.O.T employees requiring post-accident testing will report for testing within two (2) hours of the accident and shall remain readily available for such testing or may be deemed by the employer to have refused to submit to testing.

Procedure:

1. If test(s) are not administered within two hours following the accident, the employer shall prepare and maintain on file a record stating the reasons the test was not promptly administered.
2. If a test required by this section is not administered within eight hours following the accident, the employer shall cease attempts to administer an alcohol test and shall prepare and maintain the same record.
3. The results of breath or blood test for the use of alcohol by Federal, State, or local officials having independent authority for the test, shall be considered to meet the requirements of post-accident testing, provided the tests conform with the applicable Federal, State, or local alcohol testing requirements, and that the results are obtained by the City of Alamogordo.

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

H. REASONABLE SUSPICION TESTING

Reasonable suspicion testing may be based upon, among other things:

1. Observable phenomena, such as direct observation of drug and/or alcohol use or possession and/or the physical symptoms of being under the influence of drug(s) and/or alcohol, or a pattern of abnormal conduct or erratic behavior.
2. Abnormal conduct or erratic behavior may include the following, which is not intended to be all inclusive:
 - Abnormally dilated or constricted pupils
 - Glazed stare-redness of eyes
 - Flushed face
 - Change of speech (ie. faster or slower)
 - Constant Sniffing
 - Redness under nose
 - Needle marks
 - Change in personality
 - Forgetfulness
 - Constant fatigue or hyperactivity
 - Smell of alcohol
 - Slurred speech
 - Difficulty walking
 - Slowed reaction rate
 - Dulled mental processes
3. Information provided by credible sources or independently corroborated;
4. Newly discovered evidence that the driver has tampered with a previous drug and/or alcohol test.

Procedures:

1. If an employee is suspected of using illegal drugs, the appropriate supervisor will gather all information, facts, and circumstances leading to and supporting this suspicion.
2. The employee shall be driven to an approved collection site and the appropriate reasonable suspicion drug and/or alcohol test shall be administered.
3. The employee will be placed on Administrative Leave and taken home or may be picked up by a responsible friend or family member.
4. The Director and Human Resources will be notified immediately.
5. The appropriate supervisor will promptly prepare a written report detailing the circumstances which formed the basis to warrant the testing on the City's designated form.
6. This report should include the appropriate dates and times of reported drug/alcohol related incidents, names of credible sources of information, rationale leading to the test, and the action taken.
7. Completed forms will be submitted to Human Resources for proper filing.

Reasonable suspicion testing does not require certainty, however, mere "hunches" are not sufficient to meet the standard for testing.

I. REFUSAL TO TEST

1. Refusal by the employee to take any required test(s) shall be considered an automatic positive test result and will be grounds for corrective action up to and including termination.
2. Any employee who refuses to be tested when so required will be subject to removal from any safety sensitive function and will be subject to corrective action, up to and including termination.

Refusal to test and incomplete tests are:

Alcohol:

1. Fails to present him or herself for testing, within the designated time frame, after he or she has received notice that testing is occurring;
 2. Employee fails to complete and sign the breath alcohol testing form;
 3. Fails to provide breath, or to provide an adequate amount of breath; or
 4. Fails to otherwise cooperate with the testing process.
- If there is an inability for the driver to provide an adequate amount of breath the driver shall be directed by the City of Alamogordo, if required to, obtain, and as soon as practical, an evaluation from a licensed physician why the employee could not deliver an adequate sample.
 - If the licensed physician is unable to conclude that a high degree of probability existed that a medical problem resulted in the inadequate sample, the test is considered as a refusal and automatically considered a positive test and will result in corrective action up to and including termination.
 - If the driver refuses to take a confirmation test he or she shall not operate a motor vehicle or perform any safety sensitive function and will be subject to corrective action up to and including termination.

Controlled Substance Urine Sample:

1. Fails to provide an adequate urine sample without a genuine inability to provide a specimen after he or she has received notice of the requirement for urine testing;
2. Fails to present him or herself for testing, within the designated time frame, after he or she has received notice that testing is occurring;
3. Engages in conduct that clearly obstructs the testing process; or
4. The employee has presented a urine specimen that falls outside the normal temperature range of 32⁰ - 38⁰ C or 90⁰ - 100⁰ F; and
5. The employee declines to provide an oral body temperature.

Consequences of Refusing to Test:

Refusals to test are treated as if they were a positive test result for either alcohol or controlled substances and will subject the employee to corrective action up to and including termination.

J. TEST RESULTS

Should an employee receive a positive or non-negative drug or alcohol result:

1. Under no circumstance will the employee be allowed to drive.
2. The Director and Human Resources will be notified immediately.
3. A valid prescription may be the cause, and if documentation can be provided, the employee may return to duty, if there is no sign of impairment until the confirmation result is in.
4. If documentation of a valid prescription cannot be provided the employee will be placed on Administrative Leave pending the result of the confirmation test.
5. The employee shall be subject to corrective action up to and including termination.

Opportunity to Justify a Positive Drug or Non-Negative Test Result:

When a drug test result has been returned by the laboratory to the Medical Review Officer (MRO), he or she shall perform their duties. For example, the Medical Review Officer may choose to conduct employee medical interviews, review employee medical history, or review any other relevant biomedical factors. The Medical Review Officer must review all non-negative and positive results.

Evidence to justify a positive result may include, but is not limited to:

1. A valid prescription; or
2. A verification from the individual's physician verifying a valid prescription.

Individuals are not entitled, however, to present evidence in a trial-type administrative proceeding, although the Medical Review Officer has the discretion to accept evidence in any manner that they deem most efficient or necessary. If the Medical Review Officer determines there is not justification for the positive result, such result will be considered a verified positive test result. The Medical Review Officer shall immediately contact the appropriate official upon obtaining a verified positive test result.

K. LEGAL MEDICATION USE

1. Any employee in a safety sensitive position who is taking prescribed, non-prescribed, and/or over the counter medication containing alcohol for illness or injury must report the use of these substances to his or her employer.
2. It is the responsibility of the employee to determine the effects of these medications and/or drugs on job performance and safety. Generally the effects would be considered substantial enough to warrant removal from job duties if the container states that driving should not be done after taking the medication, or drowsiness occurs after taking the medication.
3. In the event that these medications adversely affect performance or safety to the extent that the employee must be relieved from duty no disciplinary action will be taken against the employee. He or she may be required to take Paid Time Off, leave without pay, or be placed in a less sensitive position if available.
4. No prescription drugs shall be brought into the work place by any person other than the person for whom the drug is prescribed by a licensed medical practitioner and shall be used only in the manner, combination, and quantity prescribed.

L. VOLUNTARY ASSISTANCE (SELF REFERRAL)

The City encourages employees who believe or suspect that they may be abusing a substance to voluntarily refer themselves to the Employee Assistance Program (EAP). The EAP staff is prepared to assist employees requesting their services. Employees may self-refer at any time except within twenty-four (24) hours after an accident, as defined in this policy, or after being notified that they must submit to a random or reasonable suspicion drug/alcohol test. Except as otherwise provided in this policy, an employee's use of the EAP services shall remain confidential.

As a part of its efforts to promote employee wellness, the City maintains an Employee Assistance Program (EAP) and encourages employees to voluntarily seek assistance regarding substance abuse. However, because employees who are substance abusers do not always avail themselves of this program, the City, as a responsible employer, elects to take additional steps to deter substance abuse which may impact the workplace.

1. Any employee who self-refers shall be placed on the appropriate leave status. Employees who voluntarily seek assistance for substance abuse may receive, without charge, an evaluation with a Substance Abuse Professional (SAP) through the City of Alamogordo EAP. Recommendations from the SAP will be met, at the employee's own expense. Employee will remain on leave status until the Substance Abuse Professional documents that he or she is ready and able to return to assigned job duties without endangering the safety of themselves or others; the employee has completed a return-to-duty drug and/or alcohol test with a negative result; and the City has been provided with a return-to-work agreement.
2. The return-to-work agreement shall require that the employee remain compliant with his or her treatment program and non-compliance is grounds for corrective action up to and including termination. In addition, the return-to-work agreement shall include an agreement to submit to periodic and unannounced follow-up testing which must consist of at least six (6) tests during the first twelve (12) months following the return-to-work and may be done for up to sixty (60) months; and a standard, limited waiver of confidentiality, with respect to compliance with the treatment program only, to allow the Human Resources Office or designee to monitor compliance with the program.
3. During treatment, the employee's leave status shall be as follows: First, accrued leave shall be exhausted and, if insufficient, the employee shall be placed on leave without pay in accordance with the City of Alamogordo Employee Manual. Any leave taken, either paid or unpaid, shall be considered leave taken under the Family and Medical Leave Act.
4. Employees who are not compliant with the SAP recommended treatment program within thirty (30) calendar days from the date of self-referral shall be subject to corrective action up to and including termination.
5. Referrals to a Substance Abuse Professional play an important role in preventing and resolving employee drug use or alcohol abuse by providing employees an opportunity to discontinue their use.
6. All Substance Abuse Professional operations shall be confidential in accordance with this policy relating to records and confidentiality.

M. RETURN TO DUTY TESTING

The City of Alamogordo shall ensure that an employee returning to duty after testing positive for alcohol has undergone a return to duty test with a verified negative result.

For any substance, the employee returning to duty shall have undergone a controlled substance test with a verified negative result.

The requirements for return-to-duty testing will be performed as outlined in 49 CFR part 40, subpart O.

At the discretion of the City Manager, an employee may return to duty in a safety sensitive position when the employee has been referred to a Substance Abuse Professional and the employee has provided the City with an appropriate return to duty release from the Substance Abuse Professional.

N. FOLLOW UP TESTING

All employees referred through administrative channels who undergo a counseling or rehabilitation program for drug/alcohol use through a Substance Abuse Professional will be subject to unannounced testing following completion of such a program, recommended by the Substance Abuse Professional.

Employees who refuse to submit to periodic, unannounced follow-up testing administered pursuant to a return-to-work agreement shall be subject to corrective action up to and including termination.

An employee with a verified positive test during the follow-up testing administered pursuant to a return-to-work agreement shall be subject to corrective action up to and including termination.

Follow-up testing is separate and in addition to any other testing required by other provisions of the City's Drug and Alcohol Abuse Policy. Appropriate discipline shall be imposed for verified positive tests under those provisions without regard to an employee's participation in the self-referral program.

O. EDUCATION AND TRAINING

This policy shall be provided to every City employee, and training and education programs shall be made available. Supervisors and Managers will receive a minimum of 120 minutes each of drug and alcohol specialized training designed to promote the necessary skills to:

- Inform employees of this policy;
- Enforce this policy;
- Identify the signs of drug and/or alcohol use; and
- Integrate an employee effectively back into his or her work group following treatment.

Non-supervisory employees will receive a minimum of 120 minutes training on the effects and consequences of prohibited drug and/or alcohol use on personal health, safety, and the work environment.

P. OTHER REQUIREMENTS

Department Directors or other Supervisors may not adopt additional substance abuse and/or testing policies without the prior written approval of the City Manager.

All City of Alamogordo employees have the duty and are required to report to their supervisor any suspected drug or alcohol use of another employee while on duty. Failure to do so may result in corrective action.

SECTION 2 APPLICABLE TO DEPARTMENT OF TRANSPORTATION (DOT) REGULATED EMPLOYEES ONLY

City of Alamogordo complies with Title 49 Code of Federal Regulations Part 382 relating to the Department of Transportation regulations for employees operating on the City's behalf as a commercial driver.

Title 49 Code of Federal Regulations Part 382

382.601(b) (1): Contact the Human Resources Office at (575) 439-4399 for any questions relating to the City of Alamogordo Drug and Alcohol Abuse Policy.

382.601(b)(2): The operation of the following categories of Commercial Motor Vehicles (CMV) by a Commercial Driver Licensed driver subjects the Commercial Driver Licensed driver to the provisions of Title 49 Code of Federal Regulations Part 382:

A motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:

1. Has a gross combination weight of 26,001 or more pounds inclusive of a towed unit a gross vehicle weight rating of 10,000 pounds; or
2. Has a gross vehicle weight rating of 26,001 or more pounds; or
3. Is designed to transport 16 or more passengers, including the driver; or
4. Is any size and is used to transport hazardous material(s) requiring the motor vehicle to be placarded.

382.601(b) (3): The following are the Safety Sensitive functions that place drivers into the provisions of the Department of Transportation's Drug & Alcohol testing requirements:

1. All time that a carrier or shipper plant, terminal, facility, or other property, or on any public property waiting to be dispatched, unless the driver has been relieved from duty by the City of Alamogordo;
2. All time inspecting equipment as required or otherwise inspecting, servicing, or conditioning commercial motor vehicle at any time. All driving time which means all time spent at the driving controls of a commercial motor vehicle during operation;
3. All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth;
4. All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded;
5. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

The following constitutes a verified positive controlled substance test result:

<u>SUBSTANCE</u>	<u>CONFIRMATORY TEST CUT OFF LEVELS (ng/ml)</u>
Marijuana	15
Cocaine	150
Opiates:	
Morphine	300
Codeine	300
Phencyclidine	25
Amphetamines:	
Amphetamine	500
Methamphetamine	500

382.601 (b) 10: The following are consequences for drivers found to have an alcohol concentration greater than zero (0)%:

Levels of alcohol concentration over zero (0)% require an employee to be relieved of safety sensitive functions. The driver is then subject to the full range of disciplinary action, including termination.

382.601 (b) 11: The following is information concerning the effects of alcohol and controlled substances.

ALCOHOL

Although used routinely as beverage for enjoyment, alcohol can also have negative physical and mood-altering effects when abused. These physical or mental alterations in a driver may have serious personal and public safety risks.

HEALTH EFFECTS

An average of three or more servings per day of beer (12 oz.) Whiskey (1 oz.) or wine (6 oz.) over time, may result in the following health hazards:

- Dependency
- Fatal liver disease
- Kidney disease
- Pancreatitis
- Ulcers
- Decreased sexual functions
- Increased cancers of the mouth, tongue, pharynx, esophagus, rectum, breast, and malignant melanoma
- birth defects such as Fetal Alcohol Syndrome.

Social Issues

- 2/3 of all homicides are committed by people who drink prior to the crime.
- 2-3% of the driving population are legally drunk at any one time. This rate doubles at night and on

weekends.

- 2/3 of all Americans will be involved in an alcohol-related accident during their lifetime.
- The separation and divorce rate in families with alcohol dependency problems is seven (7) times the average.
- 40% of family court cases are alcohol-related.
- Alcoholics are 15 times more likely to commit suicide.
- More than 60% of burns, 40% of falls, 69% of boating accidents, and 76% of private aircraft accidents are alcohol related.
- Over 17,000 fatalities occurred in 1993 in highway accidents, which were alcohol-related. This was 43% of all highway fatalities.
- 30,000 people will die each year due to alcohol caused liver disease.
- 10,000 people will die each year due to alcohol-related brain disease or suicide.
- Up to 125,000 people die each year due to alcohol-related conditions or accidents.

Workplace Issues

- It takes one hour for the average person (150 pounds) to process one serving of alcohol from the body.
- Impairment can be measured with as little as two drinks in the body.
- A person who is legally intoxicated is 6 times more likely to have an accident than a sober person.

Reporting Legal Drug Use

The reporting requirements which arise under Title 49 Code of Federal regulations Parts 40 and 382 are an element of this policy. To the extent such reporting requirements hinge on operations in interstate, or intrastate, commerce or application of United States Department of Transportation regulations or require reporting to Federal agencies, such reporting requirements will be implemented to the degree to which they apply.

The City of Alamogordo utilizes a Third Party Administrator (TPA) to data base employee drug/alcohol testing information, conduct random drug/alcohol selections, and receive testing results. The TPA acts as an agent for the employer. It does not replace the employer or responsibilities for meeting the Department of Transportation requirements.

1. Drug/alcohol testing records are first received by the Third Party Administrator of the City's drug and alcohol program. The results are transmitted to the Human Resources Department who shall maintain them and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express consent of the tested employee.
2. Records of a verified positive drug/alcohol test result shall be released to the employee's Department Director.
3. Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test.

Failure to do so may result in disciplinary actions.

Alcohol's Trip Through the Body

Mouth and Esophagus: Alcohol is an irritant to the delicate linings of the throat and food pipe. It burns as it

goes down.

Stomach and Intestines: Alcohol has an irritating effect on the stomach's protective lining, resulting in gastric or duodenal ulcers. This condition, if it becomes acute, can cause peritonitis, or perforation of the stomach wall. In the small intestine, alcohol blocks absorption of such substances as thiamine, folic acid, fat, vitamin B1, vitamin B12, and amino acids.

Bloodstream: 95% of the alcohol taken into the body is absorbed into the bloodstream through the lining of the stomach and duodenum. Once in the bloodstream, alcohol quickly goes to every cell and tissue in the body. Alcohol causes red blood cells to clump together in sticky wads, slowing circulation and depriving tissues of oxygen. It also causes anemia by reduction of red blood cell production. Alcohol slows the ability of white cells to engulf and destroy bacteria and degenerates the clotting ability of blood platelets.

Pancreas: Alcohol irritates the cells of the pancreas, causing them to swell, thus blocking the flow of digestive enzymes. The chemicals, unable to enter the small intestine, begin to digest the pancreas, leading to acute hemorrhagic pancreatitis. One out of five patients who develop this disease dies during the first attack. Pancreatitis can destroy the pancreas and cause a lack of insulin thus resulting in diabetes.

Liver: Alcohol inflames the cells of the liver, causing them to swell and block the tiny canal to the small intestines. This prevents bile from being filtered properly through the liver. Jaundice develops, turning the whites of the eyes and skin yellow. Each drink of alcohol increases the number of live cells destroyed, eventually causing cirrhosis of the liver. This disease is eight times more frequent among alcoholics than among non-alcoholics.

Heart: Alcohol causes inflammation of the heart muscle. It has a toxic effect on the heart and causes increased amounts of fat to collect, thus disrupting its normal metabolism.

Urinary Bladder and Kidneys: Alcohol inflames the lining of the urinary bladder making it unable to stretch properly. In the kidneys, alcohol causes increased loss of fluids through its irritating effect.

Sex Glands: Swelling of the prostate gland caused by alcohol interferes with the ability of the male to perform sexually. It also interferes with the ability to climax during intercourse.

Brain: The most dramatic and noticed effect of alcohol is on the brain. It depresses brain centers, producing progressive incoordination: confusion, distortion, stupor, anesthesia, coma, death. Alcohol kills brain cells and brain damage is permanent. Drinking over a period of time causes loss of memory, judgement and learning ability.

DRUGS

Marijuana

Health Effects

- Emphysema-like conditions.
- One joint of marijuana contains cancer-causing substances equal to ½ pack of cigarettes.
- One joint causes the heart to race and be overworked. People with heart conditions are at risk.
- Marijuana is commonly contaminated with the fungus *Aspergillus*, which can cause serious respiratory tract and sinus infections.
- Marijuana lowers the body's immune system response, making users more susceptible to infections. Chronic smoking causes changes in brain cells and brain waves. The brain does not work as efficiently or effectively. Long-term brain damage may occur.
- Tetrahydrocannabinol (THC) and sixty (60) other chemicals in marijuana concentrate in the ovaries and

testes.

- Chronic smoking of marijuana in males causes a decrease in testosterone and an increase in estrogen, the female hormone. As a result, the sperm count is reduced, leading to a temporary sterility.
- Chronic smoking of marijuana in females causes a decrease in fertility.
- A higher than normal incidence of stillborn births, early termination of pregnancy, and higher infant mortality rate during the first few days of life are common in pregnant marijuana smokers.
- THC causes birth defects including brain damage, spinal cord, forelimbs, liver, and water on the brain and spine in test animals.
- Prenatal exposure may cause underweight newborn babies.
- Fetal exposure may decrease visual functioning.
- User's mental function can display the following effects:

1. delayed decision making
2. diminished concentration
3. impaired short-term memory
4. impaired signal detection
5. impaired tracking
6. erratic cognitive function
7. distortion of time estimation

Workplace Issues

- THC is stored in body fat and slowly released.
- Marijuana smoking has long-term effects on performance.
- Increased THC potency in modern marijuana dramatically compounds the side effects.
- Combining alcohol or other depressant drugs with marijuana increase the impairing effects.

Cocaine

Used medically as a local anesthetic. When abused, it becomes a powerful physical and mental stimulant. The entire nervous system is energized. Muscles tense, heart beats faster and stronger, and the body burns more energy. The brain experiences an exhilaration caused by a large release of neurohormones associated with mood elevation.

Health Effects

- Regular use may upset the chemical balance of the brain. As a result, it may speed up the aging process by causing damage to critical nerve cells. Parkinson's Disease could also occur.
- Cocaine causes the heart to beat faster, harder, and rapidly increases blood pressure. It also causes spasms of blood vessels in the brain and heart. Both lead to ruptured vessels causing strokes and heart attacks.
- Strong dependency can occur with one "hit" of cocaine. Usually mental dependency occurs within days for "crack" or within several months for snorting coke. Cocaine causes the strongest mental dependency of all the drugs.
- Treatment success rates are lower than other chemical dependencies.

- Extremely dangerous when taken with other depressant drugs. Death due to overdose is rapid. Fatal effects are usually reversible by medical intervention.

Workplace Issues

- Extreme mood and energy swings create instability. Sudden noise causes a violent reaction.
- Lapses in attention and ignoring warning signals increases probability of accidents.
- High cost frequently leads to theft and/or dealing.
- Paranoia and withdrawal may create unpredictable or violent behavior.
- Performance is characterized by forgetfulness, absenteeism, tardiness, and missing assignments.

Opiates

- Narcotic drugs which alleviate pain and depress body functions and reactions.

Health Effects

- IV needle users have a high risk of contracting hepatitis or AIDS when sharing needles.
- Increase pain tolerance. As a result, a person may more severely injure themselves and fail to seek medical attention as needed.
- Narcotic effects are multiplied when combined with other depressants causing an increased risk for an overdose.
- With increased tolerance and dependency combined, there is a serious financial burden for users.

Workplace Issues

- Side effects such as nausea, vomiting, dizziness, mental clouding and drowsiness place the user at high risk for an accident.
- Causes impairment of physical and mental functions.

Amphetamines

- Central nervous system stimulant that speeds up the mind and body.

Health Effects

- Regular use causes strong psychological dependency and increased tolerance.
- High doses may cause toxic psychosis resembling schizophrenia.
- Intoxication may induce a heart attack or stroke due to increased blood pressure.
- Chronic use may cause heart or brain damage due to severed constriction of capillary blood vessels.
- Euphoric stimulation increases impulsive and risk taking behavior, including bizarre and violent acts.
- Withdrawal may result in severe physical and mental depression.

Workplace Issues

- Since the drug alleviates the sensation of fatigue, it may be abused to increase alertness during periods of overtime or failure to get rest.
- With heavy use or increasing fatigue, the short-term mental or physical enhancement reverses and becomes an impairment.

Phencyclidine (PCP)

- Often used as a large animal tranquilizer. Abused primarily for its mood altering effects. Low doses produce sedation and euphoric mood changes. Mood can rapidly change from sedation to excitation and agitation. Larger doses may produce a coma-like condition with muscle rigidity and a blank stare. Sudden noises or physical shocks may cause a "freak out" in which the person has abnormal strength, violent behavior, and an inability to speak or comprehend.

Health Effects

- The potential for accidents and overdose emergencies is high due to the extreme mental effects combined with anesthetic effect on the body.
- PCP, when combined with other depressants, including alcohol, increases the possibility of an overdose.
- If misdiagnosed as LSD induced, and treating with Thorazine, can be fatal.
- Irreversible memory loss, personality changes, and thought disorders may result.

Workplace Issues

- Not common in the workplace primarily because of the severe disorientation that occurs.
- There are five (5) phases to PCP abuse:
 1. Acute toxicity causing combativeness, catatonia, convulsions, and coma.
 2. Distortions of size, shape, and distorted perception are common.
 3. Toxic psychosis with visual and auditory delusions, paranoia and agitation.
 4. Drug induced schizophrenia.
 5. Induced depression which may create suicidal tendencies and mental dysfunction.

382.605 Referral, evaluation and treatment.

Each driver who has engaged in conduct prohibited by Title 49 Code of Federal Regulations Part 382. sub-part B shall be advised by the employer of the resources available to the driver in evaluating and resolving problems associated with the misuse of alcohol and the use of controlled substances.

382.413 Release of Alcohol and Controlled Substance Test Information By Previous Employers:

The City shall, pursuant to a driver's written authorization, inquire about information on the driver's alcohol tests with a result of 0.04 or greater, positive controlled substance test results, and refusals to be tested within the preceding two years of employment application, which are maintained by the driver's previous employers.

If feasible this information must be obtained and reviewed by the City prior to the first time a driver performs a

safety sensitive function. If it is not feasible to obtain the information prior to the driver performing a safety sensitive function the City has 14 calendar days to obtain and review this information. The City may not permit a driver to perform safety sensitive functions after 14 calendar days without having made a good faith effort to obtain the information as soon as possible.

If the driver stops performing safety sensitive functions for the City before the 14 calendar days expires, or before the information is obtained, the City must still make a good faith effort to obtain the information.

382.601 (b) 11 (d): Certificate of Receipt:

Drug/Alcohol educational material packets shall be distributed to covered employees. A minimum of two hours of supervisory training shall be required of all supervisors. Employees and supervisors are required to sign for the materials. A copy showing receipt shall be maintained by the City of Alamogordo, or the Third Party Administrator, as part of the employee's confidential drug and alcohol file.

Pursuant to Title 49 Code of Federal Regulations Part 382, sub-part B you are advised by the City of Alamogordo of the resources available to the driver in evaluating and resolving problems associated with the misuse of alcohol and/or the use of controlled substances. You may not return to any "Safety Sensitive" position within the City of Alamogordo until such time as you have completed, or been released, by an approved Substance Abuse Program that contains: referral, evaluation, and treatment.

A non-inclusive assistance resource listing:

- Zia Therapy / 900 First St., Alamogordo, NM 88310 / 575-439-4900
- Behavioral Health Services Division / 37 Plaza La Prensa, Sante Fe, NM 87507 / 505-827-2601
- Substance Abuse and Mental Health Services Administration (SAMHSA) 877-SAMHSA-7 or 877-726-4727
- National Institute for Drug Abuse (NIH) www.drugabuse.gov / 301-496-4000
- Cocaine Helpline / 800-COCAINE or 800-262-2463
- New Mexico Alcoholics Anonymous / 1405 San Mateo Blvd., NE Albq., NM / 505-266-3688
- New Mexico Alcoholics Anonymous / 1921 Alvarado Dr. NE, Albq., NM / 505-266-1900
- New Mexico Alcoholics Anonymous / 2411 4th St., Albq., NM / 505-243-8426
- New Mexico Alcoholics Anonymous / 11605 Menaul Blvd., NE, Albq., / 505-292-1067
- National Institute on Alcohol Abuse and Alcoholism / niaaa.nih.gov / 888-MY-NIAAA or 888-696-4222
- Dr. Mary Ann Cotton (EAP) / 820 Scenic Dr. #B, Alamogordo, NM / 575-439-1550
- LaRocque Counseling Assoc., LLC (EAP) / 1213 Michigan Ave. Alamogordo, NM / 575-437-8942

Employee Signature of Receipt

Date of Receipt

City of Alamogordo

Original: Employee Confidential Auxiliary File

Copy: Employee

Code of Ethics: Public Employment as a Public Trust.

City employees in performing their duties are required to conduct themselves in an ethical manner at all times. In performing their day-to-day duties and in their many contacts with residents and visitors, City employees should be aware that the impressions of City government are based upon their manner, appearance, speech, and conduct. Consequently, City government is dependent upon standards of reliability, integrity, industriousness, helpfulness, courtesy, efficiency, patience, grooming, dress, and language that are appropriate to the work situation and acceptable to the majority of the community. A public employee away from the job shall have the same rights as any other private citizen insofar as they do not interfere with their performance on the job or undermine the public confidence in the City, the employee, or another City employee.

Conflict of Interest

It is City of Alamogordo's policy that all employees avoid any conflict between their personal interests and those of the City. The purpose of this policy is to ensure that the City's honesty and integrity, and therefore its reputation, are not compromised. The fundamental principle guiding this policy is that no employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of the City.

It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict of interest in most cases include but are not limited to:

1. Holding an interest in or accepting free or discounted goods or services from any organization, or citizen that does, or is seeking to do, business with the City, or has interests that may be substantially affected by the performance or non performance of the employee's official duties;
2. Being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do business with the City, or has interests that may be substantially affected by the performance or non performance of the employee's official duties;
3. Profiting personally through commissions, loans, grants, expense reimbursements, honorarium, contribution or other payments, from any organization or citizen that does, or is seeking to do business with the City, or has interests that may be substantially affected by the performance or non performance of the employee's official duties, for representing, advising, presenting, or assisting in matters within official duties;
4. Misuse of official position or withholding official action on a matter in which they have an outside personal or financial interest;
5. Use of City time, services, equipment, property or facilities for personal and/or financial benefit;
6. Coercion of another employee in any manner which will result in outside personal and/or financial benefit;
7. Giving away or taking for one's self City owned property, property belonging to a citizen, or services outside of typical means addressed in City Ordinances;
8. Solicitation of or acceptance of, directly or indirectly, any gift that benefits the employee's personal or financial interest if it can be reasonably inferred that the gift is intended to influence the employee's actions or judgment, from any organization or citizen which does, or is seeking to do business with the City, or has interests that may be substantially affected by the performance or non performance of the employee's official duties. For the purpose of this section, "gift" includes, but is not limited to: money, property, items of value, services, loans, favors, promises, travel, entertainment, hospitality, and

employment, but does not include food and refreshments with a value of less than one hundred dollars (\$100) consumed in a day.

9. Disclosure of confidential information gained from City employment if the use or disclosure could result in a financial or personal benefit, unless that information has already become public;
10. Aiding in or not reporting any violation of the Code of Ethics and Conflict of Interest policies.

It is the employee's responsibility to report any actual or potential conflict that may exist between the employee (and/or an immediate family member) and the City in writing to the City Manager with a copy to the Department Director at the time any conflict occurs.

Any honorarium or contributions received must be turned over to the Finance Department.

Violations of or complaints relating to this policy must be reported immediately to the City Manager.

Violation of this Policy may result in disciplinary action up to and including termination.

7-3. Confidential Information

During the course of work, an employee may become aware of confidential information about City of Alamogordo's business, including but not limited to information regarding City and/or citizen and employee personal information. It is extremely important that all such information remain confidential. Any employee who improperly copies, removes, destroys (whether physically or electronically), uses or discloses confidential information to anyone outside of the City without permission may be subject to disciplinary action up to and including termination. Employees may be required to sign an agreement reiterating these obligations.

7-4. Employee/Employer Relations

All City employees are expected to treat other employees and management in a respectful and courteous manner while on duty.

7-5. Workplace Conduct

City of Alamogordo endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, common sense and fair play.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including termination, in the City's sole discretion. The following are examples of some, but not all, conduct which can be considered unacceptable:

1. Obtaining employment on the basis of false or misleading information.
2. Stealing, removing or defacing City of Alamogordo property or a co-worker's property.
3. Disclosure of confidential information.
4. Completing another employee's time records without authorization.
5. Violation of safety rules and policies.
6. Violation of City of Alamogordo's Drug and Alcohol-Free Workplace Policy.

7. Fighting, threatening or disrupting the work of others, or other violations of City of Alamogordo's Workplace Violence Policy.
8. Failure to follow lawful instructions of a supervisor.
9. Failure to perform assigned job duties.
10. Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness or unexcused absences.
11. Gambling on City property.
12. Willful or careless destruction or damage to City assets, or to the equipment or possessions of another employee.
13. Wasting work materials.
14. Performing work of a personal nature during working time.
15. Violation of the Solicitation and Distribution Policy.
16. Violation of City of Alamogordo's Harassment or Equal Employment Opportunity Policies.
17. Violation of the Communication and Computer Systems Policy.
18. Unsatisfactory job performance.
19. Any other violation of City policy or local, state, or federal law.

Obviously, not every type of misconduct can be listed. City of Alamogordo reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. The City will deal with each situation individually and nothing in this manual should be construed as a promise of specific treatment in a given situation. However, City of Alamogordo will endeavor to utilize progressive discipline but reserves the right in its sole discretion to terminate an employee at any time for any reason.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

7-6. Health and Safety

The health and safety of employees and others on City property are of critical concern to City of Alamogordo. The City intends to comply with all health and safety laws applicable to our City. To this end, we must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognizing dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the City's premises, or in a product, facility, piece of equipment, process or City practice for which the City is responsible should be brought to the attention of management immediately.

Periodically, the City may issue rules and guidelines governing workplace safety and health. The City may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected.

Any workplace injury, accident, or illness must be reported to the employee's supervisor as soon as possible, regardless of the severity of the injury or accident.

7-7. Hiring Relatives/Employee Relationships

It is the City's policy to avoid the practice or appearance of nepotism through family relations or fraternization in employment. In carrying out this policy, the following family relationship or relationship through fraternization exists between the employees, and either employee:

- A. would have the authority to appoint, remove, correct the action of, evaluate the performance of, or recommend any employment actions or conditions of employment of the other;
- B. is asked to participate in a selection process where another has applied for a position; and/or
- C. is under other circumstances which would place the employees in a situation of actual or reasonably foreseeable conflict between the City's interest and their own.

Should any of the relationships afore-mentioned exist, the employee shall advise their immediate supervisor and immediately withdraw from any conflicting action or processes.

While the City of Alamogordo encourages amicable relationships between members of management and their subordinates, or among members of the same department, it recognizes that involvement in a romantic relationship may compromise or create a perception that compromises an employee's ability to perform his or her job. Any involvement of a romantic nature between a supervisor and anyone he or she supervises, either directly or indirectly, is prohibited.

Any employee in a relationship that may cause the practice or appearance of nepotism in employment shall disclose the relationship in writing to their immediate supervisor immediately. Parties in such relationships may be reassigned at the discretion of the City Manager.

Violations of this policy may result in corrective action up to and including termination.

Immediate Relatives - Includes spouse, child, parent, sibling, grandparent, grandchildren, in-laws, and step and half relatives of the same. This definition shall also include persons related by blood or marriage residing in an employee's home and to persons who have established a relationship by other operation of law or through lifestyle accommodations being equivalent of a marriage or family relationship.

7-8. Professional Dress and Personal Appearance

The appearance and dress of employees is important in creating a favorable image supportive of public confidence. City employees should present a professional demeanor conducive to high work standards and consistent with job duties.

Employees are expected to report to work well groomed, clean, and dressed according to the position requirements. Some employees may be required to wear uniforms or safety equipment/clothing. Please contact your supervisor for specific information regarding acceptable attire for your position. If you report to work dressed or groomed inappropriately, you may be prevented from working until you return to work well groomed and wearing the proper attire.

Uniforms that are supplied to employees by the City shall not be worn off duty and may be subject to tax in compliance with IRS rules.

7-9. Personal Visits and Telephone Calls

Disruptions during work time can lead to errors and delays. Therefore, we ask that personal visits and telephone calls or other correspondence be kept to a minimum or occur preferably, during lunch or break time when ever possible.

7-10. Punctuality and Attendance

Employees are hired to perform important functions at City of Alamogordo. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on fellow employees and supervisors. We expect excellent attendance from all employees. Excessive absenteeism or tardiness will result in disciplinary action up to and including termination.

We do recognize, however, there are times when absences and tardiness cannot be avoided. In such cases, employees are responsible for notifying their supervisor, through the chain of command, at least one (1) hour before the beginning of their scheduled work period. Asking another employee, friend or relative to give this notice is improper and constitutes grounds for disciplinary action. Employees shall contact their supervisor, stating the reason for the absence and its expected duration, for every day of absenteeism. If the employee knows in advance that he or she will be unable to report, the employee shall seek the supervisor's approval prior to that date. It is essential to give notice as far in advance as possible so that the supervisor can make proper accommodations to provide the services that the department must provide.

Individual departments may establish work rules requiring employees to call in with more than one (1) hour notice based on business necessity.

In cases of a medical or other such emergency the City will accept a call from a friend or relative. The City will evaluate each instance on a case by case basis.

See Section 4-19. Separation From Employment for job abandonment.

7-11. Solicitation and Distribution

To avoid distractions, solicitation by an employee of another employee is prohibited while either employee is on work time. "Work time" is defined as the time an employee is engaged, or should be engaged, in performing his or her work tasks for City of Alamogordo.

Distribution of advertising material, handbills, printed or written literature of any kind in working areas of the City is prohibited at all times.

No City employee shall be required to contribute funds to a community volunteer service or charity drive. Employees wishing to serve as volunteers to collect contributions from other employees will clear it with their Department Director before beginning solicitation.

7-12. Supplementary Employment

The City shall be considered the primary employer for all regular employees. While the City does not prohibit employees from having a second job, secondary employment must not affect the employee's work hours, interfere or conflict with the employee's regular duties, raise any ethical concerns, or necessitate long hours that may impact the employee's working effectiveness.

Employees that are contemplating secondary employment are required to submit a written request for approval, prior to engaging in secondary employment, to their Department Director. The written request should identify the secondary employer, the nature of the duties to be performed, and the anticipated hours the employee will be working. Supplementary employment will include in kind trade and bartering. This request will be promptly answered in writing and a copy placed in the employee's personnel file.

Disclosures of supplementary employment shall be made in writing to the Human Resources Department before entering City employment, and during the month of January every year thereafter. Failure to disclose supplementary employment may result in corrective action.

Employees who are receiving Worker's Compensation or benefits under the Family and Medical Leave Act will not be allowed to engage in outside employment except as allowed by law.

7-13. Tobacco

The use of smoking and chewing tobacco products, including but not limited to, cigarettes, e-cigarettes, cigars, and pipes is prohibited inside any City of Alamogordo facility, vehicle, or equipment.

1. The use of smoking tobacco products is allowed out-of-doors clear from any doorways, windows, or any ventilation system that may circulate the outside air to the indoors.
2. Smoking tobacco products are not to be used near any chemicals, gas pumps, or any other hazardous or flammable chemicals or materials.
3. Smokeless and smoking tobacco products may only be used during breaks and lunch periods.
4. Tobacco waste is to be disposed of properly using a designated fire resistant container.

7-14. City Property

Any item issued to an employee or in an employee's possession, including, but not limited to, employee keys, I.D. cards, computer lap tops, radios, tools, cell phones, City credit cards, uniforms, policy and procedure and/or rules and regulation manuals, all confidential information, etc. must be returned to the City upon request. Employees will be responsible for any lost, stolen, or damaged items. The value of any property issued and not returned may be deducted from the employee's paycheck, and the employee may be required to sign a wage deduction authorization form for this purpose.

Intellectual property created by an employee during the course of their duties, remains the property of the City of Alamogordo.

7-15. Operation of Vehicles

All employees authorized to drive City-owned or leased vehicles or personal vehicles in conducting City business must possess a current, valid driver's license in the proper classification, and an acceptable driving record.

An employee must have a valid driver's license in his or her possession while operating a vehicle on or off City property. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits at all times.

All occupants of a City vehicle will have a safety belt properly fastened, so if equipped, about their body at all times when the vehicle is in motion, in accordance with New Mexico state law.

City vehicles shall not be for personal use except incidentally.

An employee that requests and is approved to use their personal vehicle for City business must be insured and licensed. The same rules of conduct outlined herein will apply in cases of approved personal vehicle use.

Suspension or Revocation of Drivers License

Any employee whose driver's license is suspended or revoked is not eligible to drive City vehicles. It is the responsibility of the employee to immediately notify his or her supervisor that their driving privilege has been suspended or revoked.

Any employee whose driver's license is suspended or revoked and who is required to drive as a part of his or her job may be considered unable to meet the minimum requirements of the job. On first occurrence and based on the decision of the Department Director, the employee may be:

- A. Suspended without pay for the period of license revocation if ninety (90) calendar days or less;
- B. Demoted with a pay decrease to a non-driving position indefinitely; or
- C. If the suspension or revocation is longer than ninety (90) calendar days, terminated.
- D. Considered for a reasonable accommodation if not detrimental to department operations.

Employees will be subject to termination on the second occurrence of suspension or revocation of his or her driver's license within a five (5) year period, regardless of the time length of the revocation.

Any employee driving a City vehicle or operating City equipment while impaired by alcohol or illegal drugs will be subject to disciplinary action, up to and including termination as outlined in the City of Alamogordo Drug and Alcohol Free Workplace Policy.

Safety Sensitive drivers as defined by the Department of Transportation (D.O.T) are responsible for notifying their supervisor of any prescriptions identified in 21 CFR 1308.11 (391.42 (b)(12)) or any other substance such as amphetamine, a narcotic, or any other habit forming drug. Human Resources is responsible for verifying and documenting a valid prescription from a licensed practitioner. Such notifications by the employee will be made on the next scheduled work day.

Any situation causing an employee to be convicted of any violation while driving a City vehicle will be reported to the Department Director for appropriate action.

The Human Resource office will review motor vehicle records of all employees in regular driving positions at

least annually.

7-16. Personal and Company-Provided Portable Communication Devices

City-provided portable communication devices (PCDs), including cell phones and personal digital assistants, should be used primarily for business purposes. Employees have no expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes, as permitted, the right to monitor personal communications as necessary.

Some employees may be authorized to use their own PCD for business purposes. These employees should work with the MIS department to configure their PCD for business use. Communications sent via a personal PCD also may be subject to monitoring if sent through the City's networks and the PCD must be provided for inspection and review upon request.

All conversations, text messages and e-mails must be professional. When sending a text message or using a PCD for business purposes, whether it is a City-provided or personal device, employees must comply with applicable City guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use and operation of vehicles. Using a City-issued PCD to send or receive personal text messages is prohibited at all times.

Please note that whether employees use their personal PCD or a City-issued device, the City's electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect.

Portable Communication Device Use While Driving

Employees who drive on City business must abide by all state or local laws prohibiting or limiting PCD (cell phone or personal digital assistant) use while driving. Further, even if usage is lawful, employees must choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving is prohibited in all circumstances.

7-17. Use of Communications and Computer Systems

City of Alamogordo's communication and computer systems are intended primarily for business purposes; however limited personal usage is permitted if it does not hinder performance of job duties or violate any other City policy. This includes the voice mail, e-mail and Internet systems.

City of Alamogordo may access the voice mail and e-mail systems and obtain the communications within the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when the City deems it appropriate to do so. The reasons for which the City may obtain such access include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that City operations continue appropriately during an employee's absence.

Users have no expectation of privacy in regard to their use of the City of Alamogordo systems.

7-18. Use of Facilities, Equipment and Property, Including Intellectual Property

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using City property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines.

It is the employee's responsibility to timely report any motor vehicle accident, damage to City property, and/or injury occurring while conducting City business or while operating a City Vehicle.

Employees should notify their supervisor if any equipment, machines, or tools appear to be damaged, defective, or in need of repair. Prompt reporting of loss, damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment used on the job.

Employees are prohibited from any unauthorized use of the City's intellectual property, such as audio and video tapes, print materials and software.

Improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in disciplinary action, up to and including termination.

The City is not responsible for any damage to employees' personal belongings.

7-19. City Litigation Requirement

As a condition of employment or continued employment, City employees must cooperate with City Officials in an effort to recover damages, benefits, settlements or any court or administrative action relating to any City business.

Any contact that occurs on City time that leads to police contact must be reported to a supervisor immediately.

Employees must cooperate with any resulting investigation(s).

7-20. City Travel Expense Reimbursement

Travel expenses will be processed per the City of Alamogordo Travel Policy.

7-21. Bulletin Boards

Important notices and items of general interest are continually posted on City bulletin boards. Employees should make it a practice to review bulletin boards frequently. This will assist employees in keeping up with what is current at City of Alamogordo.

Department Directors are responsible for current information and the posting of current job vacancies. Distasteful, risque or potentially offensive or discriminatory materials shall not be posted.

7-22. Lobbying

In order to assure that the official policies of the City are expressed during appearances before legislative bodies or other governmental agencies, the following rules will apply:

- A. All testimony or statements, written or oral, given by an employee of the City before any governmental legislative body or other governmental agency shall strictly comply with the policies set forth by the City Commission, by motion, resolution or ordinance.
- B. When there is a lack of formal action by the City Commission, authorization must be obtained from the City Manager prior to any activity by an employee of the City.
- C. The policies expressed above shall also apply to any correspondence written on City or departmental stationery and to any oral conversation where the speaker represents him or herself as an employee of the City.
- D. The policies expressed above apply to all employees during normal working hours except that any written statement on City or departmental stationery applies at all times. Any employee who appears before any governmental legislative body or any agency during hours other than working hours will not represent themselves as employees of the City unless all information given is in compliance with this policy. If during the course of an appearance or oral interchange, the fact emerges that the person is an employee of the City, then a disclaimer will be issued that the information or testimony given represents the views of the employee and not that of the City. If information or testimony is given that is contrary to official policies of the City, then a statement to that effect will be given.

7-23. Political Activities

City employees shall not engage in political activities while on the job, while wearing a City uniform, or while using City property. City employees shall not be expected, required or coerced to contribute to any campaign. No City employee will represent the official position of the City at any political meeting or in any political activity without the prior approval of the City Manager or his or her designee.

A City employee choosing to campaign for political office during normal working hours shall utilize accrued leave or leave without pay.

A City employee who is elected to the Alamogordo City Commission shall resign from City employment prior to swearing in for the political seat.

7-24. Publicity/Statements to the Media

All media inquiries regarding the position of the City as to any issues must be referred to the Communications & Marketing Administrator. Only the Communications & Marketing Administrator is authorized to make or approve public statements on behalf of the City. No employees, unless specifically designated by the City Manager, are authorized to make those statements on behalf of City. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of the City must first obtain approval from the City Manager.

7-25. Social Media Policy

SCOPE: These rules have general applicability to all prospective and current employees, both classified and unclassified, officials, and others serving in an official capacity on behalf of the City, i.e. City representatives.

PURPOSE: To establish and publish the City's position on the permitted and prohibited use of all forms of social media by City representatives, for business use. The policy covers current and future forms of social media.

POLICY: The City may use social media to meet community needs, perform community outreach, problem-solving, and otherwise furthering the goals of the City. In doing so, the City's official use of social media must be at the highest professional standard.

OFFICIAL USE OF SOCIAL MEDIA

A. The City shall maintain a social media presence through its Communications and Marketing Office.

B. No department shall have their own specific social media page or presence without the express consent of the City Manager.

C. All department pages that are approved by the City Manager will be administered by the Communications and Marketing Administrator.

i. Any director wishing to administer their own page shall fill out an application with the Public Information Office, which will then be considered. If approved, the department will be able to administer their own social media page, but shall also continue to include the Communications and Marketing Administrator as an administrator as well.

D. In order to minimize public confusion, City Employees should only publish or post information under the City's official user name and profile.

E. All social media content shall adhere to applicable state, federal, and local laws, regulations, the City's General Standards of Conduct and Code of Ethics. As such, if the City Manager or his or her designee feels the post is inappropriate, it will not be posted, at the City Manager's discretion.

F. All contents published and received by the City using social media in connection with City business are public records, and therefore subject to record retention law.

G. First Amendment: City representatives are cautioned that their speech, made pursuant to their employment duties, in the course of their official duties, or relating to their professional responsibilities, whether on or off duty, may not be protected by the First Amendment.

H. No expectation of privacy: Communications sent or received using the City's electronic communications systems or equipment are the City's property, and are not individual's private property. City representatives using City equipment have no right to privacy and no expectation of privacy with respect to those communications, whether communicated via social media sites or otherwise. The City reserves the right to monitor, review, intercept or gain access to communications initiated or received by City representatives on the City's electronic communications systems and equipment. Use of the City's systems constitutes consent to such monitoring, reviewing, interception or access. The City is not required to provide notice to City representatives before or after any review of communications.

I. Social media is subject to the Inspection of Public Records Act (IPRA) and any other open records laws.

PRIVATE USE OF SOCIAL MEDIA BY CITY EMPLOYEES

A. The City recognizes and respects that City employees may choose to have their own personal social media accounts, and does not wish to regulate personal use.

B. However, employees should keep in mind that identifying one-self as a City employee and making disparaging remarks about the City on a public website is not appropriate, as noted in the City's General Standards of Conduct and Code of Ethics.

C. Therefore, employees are cautioned that acting in their capacity as a City employee and making adverse remarks about the City is considered to be in violation of this policy and disciplinary action may be taken as a result of the remarks.

VIOLATIONS OF THE SOCIAL MEDIA POLICY

A. City employees who become aware of or having knowledge of a posting or of any website or webpage in violation of any provision of this policy should notify the appropriate supervisor, department director, human resources staff person or other high-level management official immediately.

B. Violations of this policy.

(1) Employees in violation of any provision of this policy are subject to disciplinary action, up to and including termination.

EMPLOYEE RIGHTS: Nothing in this policy is meant to restrict or prohibit City personnel rights under any applicable local, state or federal laws.

7-26. A Few Closing Words

This manual is intended to give employees a broad summary of things they should know about City of Alamogordo. The information in this manual is general in nature and, should questions arise, any member of management should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this manual, City of Alamogordo, in its sole discretion, may always amend, add to, delete from or modify the provisions of this manual and/or change its interpretation of any provision set forth in this manual. Employees should not hesitate to speak to management if they have any questions about the City or its personnel policies and practices.

Section 8 - Employee Handbook Related Forms

8-1. Social Media Application

CITY OF ALAMOGORDO **SOCIAL MEDIA APPLICATION**

Applicant: _____ Department: _____

Host Site: _____

Reason for establishing new site:

Which employees will be authorized to post, have access to the password, and act as moderators? Please list names of each administrator and password for the site.

Name	Page Role
_____	_____
_____	_____
_____	_____
_____	_____

How often do you expect employees to post content?

How often will employees moderate content posted by the public?

City Manager approval: _____ Date: _____

The signed original copy of this application will be filed with the Communications/Marketing Administrator.

8-2. Social Media and Networking Approval/Agreement Form

CITY OF ALAMOGORDO

SOCIAL MEDIA and NETWORKING APPROVAL/AGREEMENT FORM

Name: _____ Position/Title: _____

Department: _____ Section: _____

Authorized to Access the following City Websites, Social Media Pages, and Social Networking:

Approved by Department Director:

Signature _____ Date _____

Approved by City Manager:

Signature _____ Date _____

I have received the Online Publishing and Social Media Policy (the "**Policy**") I agree to use City Websites, City-approved Social Media Pages, and engage in Social Networking Activities for City business only as appropriate and in compliance with this Policy. I understand that I must have approval from my Department Director and the City Manager to use City Websites, Social Media Pages, or engage in Social Networking on behalf of the City. I also understand that I am responsible for all postings made by me on City Websites, Social Media Pages, or in Social Networking Activities including those made in the comments sections. I further understand that this Policy also applies to City-related postings made by me via personal (non-City) websites, Social Media Pages, and Social Networking Activities, and I agree to adhere to the guidelines in this Policy when so doing.

I acknowledge that all content on City Websites, City-approved Social Media Pages or in Social Networking Activities are considered to be City property and will be monitored by officials of the City. I understand that employees do not have privacy rights in the use of City Websites, Social Media Pages, and in Social Networking Activities, and the postings, data, access to or distribution of such materials is subject to all applicable laws.

I agree to abide by all security procedures as set forth by MIS, before accessing or posting publishing content on City Websites, City-approved Social Media Pages, or via Social Networking Activities. I acknowledge that any violation of the rules and guidelines set forth in this Policy or in any current or future modified Human Resources Social Media Policy, can be grounds for disciplinary action, up to and including termination of my employment.

Printed Name

Signature

Date

The signed original copy of this agreement form will be filed in your personnel file.

CC: Communications/Marketing Administrator

8-3. Pay Check Release form

CITY OF ALAMOGORDO PAYCHECK RELEASE FORM

TODAY'S DATE: _____ PAY DATE OF CHECK TO BE RELEASED: _____

EMPLOYEE NAME: _____

This is my written authorization to release my paycheck to:

(Name of Person Authorized to Pick Up Payroll Check)

I understand that my paycheck may only be picked up directly through the City Hall Payroll Office located at 1376 E. 9th St. Authorized person must show proof of ID at the time of check pick up.

Employee's Signature

Date

Signature of Authorized Person

Date Check Picked Up

Signature of Employee Releasing Check

Date Check Released

Original: Personnel File

CC: Payroll

8-4. Request for Early Release of Payroll Check

CITY OF ALAMOGORDO

REQUEST FORM FOR EARLY RELEASE OF PAYROLL CHECK

Date of Request: _____

Employee Name: _____

Payroll Period: _____

Scheduled Pay Date: _____

Early Payment Date Requested: _____

Employee Signature

Date

Department Approval:

I am authorizing that the aforementioned employee is given his or her payroll check early as indicated above, and that said payment is not an advance payment of services not rendered as prohibited by Section 30-23-2 NMSA1978.

Department Director

Date

Finance Director

Date

City Manager

Date

I am acknowledging that the payroll department is able to release the check requested by _____.

(if not by the date requested, explain why)_____.

Accounting Manager

Date

CC: Personnel File

General Handbook Acknowledgment

This Employee manual is an important document intended to help you become acquainted with City of Alamogordo. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because the City's operations may change, the contents of this manual may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management.

Please read the following statements and sign below to indicate your receipt and acknowledgment of this Employee manual.

The key provisions of this manual have been reviewed with me and I acknowledge my responsibility to know all provisions included in this manual. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of the City at any time.

I understand that my signature below indicates that I have been made aware that the City's Employee manual is available on the City's website at ci.alamogordo.nm.us. Contact Human Resources or Legal for any questions regarding this manual.

Employee's Printed Name: _____ Position: _____

Employee's Signature: _____ Date: _____

The signed original copy of this acknowledgment will be filed in your personnel file.

Receipt of Sexual Harassment Policy

It is City of Alamogordo's policy to prohibit harassment of any employee by any supervisor, employee, citizen or vendor on the basis of sex or gender. The purpose of this policy is to ensure that all City employees are free from sexual harassment. While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include unwelcome sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars or posters, sending sexually explicit e-mails, text messages and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually related comments. Depending upon the circumstances, improper conduct also can include sexual joking, vulgar or offensive conversation or jokes, commenting about an employee's physical appearance, conversation about your own or someone else's sex life, or teasing or other conduct directed toward a person because of his or her gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.

If the employee feels that he or she has been subjected to conduct which violates this policy, the employee should immediately report the matter to the employee's supervisor. If unable for any reason to contact this person, or if the employee has not received a response within five (5) business days after reporting any incident of perceived harassment, the employee should contact the Human Resources Office. Human Resources will consult with the Department Director. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact the City Attorney's Office or the City Manager's Office. Every report of perceived harassment will be investigated. Corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed.

In addition, the City will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If an employee feels that he or she has been subjected to any such retaliation, the employee should report it in the same manner in which a claim of perceived harassment would be reported under this policy. Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

I have read and I understand City of Alamogordo's Sexual Harassment Policy.

Employee's Printed Name: _____ Position: _____

Employee's Signature: _____ Date: _____

The signed original copy of this receipt will be filed in your personnel file.

Receipt of Harassment Policy

It is City of Alamogordo's policy to prohibit intentional and unintentional harassment of any individual by another person on the basis of any protected classification including, but not limited to, race, color, national origin, disability, religion, marital status, veteran status, sexual orientation or age. The purpose of this policy is to ensure that no one harasses another individual.

If an employee feels that he or she has been subjected to conduct which violates this policy, he or she should immediately report the matter to the employee's supervisor. If the employee is unable for any reason to contact this person, or if the employee has not received a response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact the Human Resources Office. Human Resources will consult with the Department Director. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact the City Attorney's Office or the City Manager's Office. Every report of perceived harassment will be investigated. Corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed.

In addition, the City will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If an employee feels he or she has been subjected to any such retaliation, he or she should report it in the same manner in which the employee would report a claim of perceived harassment under this policy. Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

I have read and I understand City of Alamogordo's Non-Harassment Policy.

Employee's Printed Name: _____ Position: _____

Employee's Signature: _____ Date: _____

The signed original copy of this receipt will be filed in your personnel file.

Receipt of Anti-Bullying Policy

City of Alamogordo prohibits any form of bullying. Bullying is an act of aggression causing embarrassment, pain, or discomfort to someone. It can take a number of forms including, but not limited to; physical, verbal, making gestures, or exclusion. It may be an abuse of power. It can be planned and organized, or it may be unintentional. It may be perpetrated by individuals or by groups of individuals.

The City is opposed to bullying and it will not be tolerated. If an employee feels that he or she has been subject to conduct in the workplace which violates this policy, he or she should immediately report the matter to the employee's supervisor. If the employee is unable for any reason to contact this person, or if the employee has not received a response within five (5) business days after reporting any incident of what the employee perceives to be bullying, the employee should contact the Human Resources Office. Human Resources will consult with the Department Director. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact the City Attorney's Office or the City Manager's Office.

I have read and I understand City of Alamogordo's Anti-Bullying Policy.

Employee's Printed Name: _____ Position: _____

Employee's Signature: _____ Date: _____

The signed original copy of this receipt will be filed in your personnel file.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 01/09/2018

Report Date: 01/02/2018

Report No: 6.

Submitted By:

Subject: Consider and act upon, final publication of Ordinance No. 1552, creating a Separate Violation for Failure to Comply with Municipal Court Orders. (*Petria Schreiber, City Attorney*) **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve Ordinance No. 1552 for final publication.

Background: Ordinance number 1552 clarifies the Court's contempt power by creating a separate ordinance for each offense. This ordinance clarifies that failure to appear, pay, or comply with the Court's order is a separate offense and is charged as such. This is not a new power to the Court, but instead replaces its non enumerated indirect contempt power to give citizens more due process.

ORDINANCE NO. 1552

**AN ORDINANCE CREATING A SEPARATE VIOLATION
FOR FAILURE TO COMPLY WITH MUNICIPAL COURT ORDERS**

WHEREAS, the City Commission of the City of Alamogordo is charged with passing ordinances conducive to the welfare of the city; and

WHEREAS, the Municipal Court of the City is authorized to require compliance with Court orders in response to alleged violations of ordinances; and

WHEREAS, an ordinance would authorize the Municipal Court to issue criminal complaints and summonses upon failure to comply with court orders.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Alamogordo that a section be added to Chapter 11 of the Code of Ordinances as follows:

11-05-250. – Failure to Appear, Pay, or Comply; Separate Violation

- (a) It shall be unlawful for any person to
 - (1) fail to appear when summoned at the proper time and place to answer a charge against him;
 - (2) fail to pay any fine, fee, or cost for a violation of any ordinance within the time authorized by the court; or
 - (3) fail to comply with any court order imposed for a violation of any ordinance within the time authorized by the court.
- (b) Such conduct constitutes a separate ordinance violation punishable as a petty misdemeanor despite compliance after the deadline.

DONE this _____ day of _____, 2018.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Richard Boss, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Schreiber, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 01/09/2018

Report Date: 01/02/2018

Report No: 7.

Submitted By: Petria Schreiber

Subject: Consider and act upon, final publication of Ordinance No. 1557 and agreement approving a local economic development project for secured financial assistance proposed by Precheck, Inc. (*Petria Schreiber, City Attorney*) **(Roll Call Vote Required)**

Fiscal Impact: \$50,000

Amount Budgeted: \$0.00

Fund: Fund 105 - Economic Development

Additional Fiscal Impact:

Recommendation: Approve Ordinance No.1557 for final publication.

Background: PreCheck is requesting a contribution of \$150,000, with \$50,000 of that money coming from the City's Local Economic Development Fund to remodel part of their building to add 30 jobs. The other \$100,000 will be coming from the State's LEDA fund, and the total amount will be secured with a performance bond.

ORDINANCE NO. 1557

APPROVING A LOCAL ECONOMIC DEVELOPMENT PROJECT FOR SECURED FINANCIAL ASSISTANCE PROPOSED BY PRECHECK, INC.,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF
ALAMOGORDO, NEW MEXICO that the following is added to the municipal code:

Pursuant to the City of Alamogordo Economic Development Plan, Ordinance No. 983 and NMSA 1978 Section 5-10-1, et seq. (Local Economic Development Act – “the Act”), the proposed economic development project of PreCheck, Inc., (“the Company”) which is on file with the City Clerk and available for public inspection, is approved for the purposes set forth in NMSA 1978 Section 5-10-1, et seq. and the City of Alamogordo is authorized to enter into a Project Participation Agreement (“The Agreement”) with the Company as required by Section 10 of the Act, and in substantially the same form as attached hereto, the terms of which are incorporation herein.

The City Commission finds as follows:

1. The Company is an entity as defined in NMSA 1978, Section 5-10-3G;
2. Under the Agreement, the Company will provide a substantive contribution for the proposed project as described in NMSA 1978, Section 5-10-10B in the form of employment and improved tax base;
3. The Agreement complies with the requirements of the Act and Ordinance No. 983;
4. The benefit of the proposed project to the City of Alamogordo is repayment of financial assistance and other benefits arising from employment

and economic activity under the project which exceeds the cost to the City of providing to the Company the assistance specified in the agreement, and

5. The Agreement complies with the requirements of Section 10 of the Act and is hereby adopted and approved.

BE IT FURTHER ORDAINED, that the Mayor of the City of Alamogordo, New Mexico is authorized and directed to do all things necessary to implement this ordinance that is lawfully adopted.

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

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Richard Boss, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Schreiber, City Attorney

CITY OF ALAMOGORDO
ECONOMIC DEVELOPMENT
PROJECT PARTICIPATION AGREEMENT

THIS PROJECT PARTICIPATION AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2017 by and between the City of Alamogordo, a municipal corporation (hereinafter referred to as the “City”) and PreCheck, Inc. (hereinafter referred to as “PreCheck”) in accordance with the Local Economic Development Act (N.M.S.A. §5-10-1 et. seq. (1978) and City Ordinance 983 adopted August 13, 1996, in order to complete an economic development project associated with physical improvements to the facility located at 3453 Las Palomas Road, Alamogordo, New Mexico, 88310 (hereinafter referred to as “Project”).

1. CONTRIBUTIONS OF THE CITY, THE STATE AND PRECHECK

A. Contributions of the State and the City. The maximum grant monies that may be disbursed under this agreement shall be one hundred fifty thousand dollars (\$150,000) from both the State and the City combined, as described below:

(1) City Contribution. The City will serve as fiscal agent pursuant to the Intergovernmental Agreement between the City and State and the City will contribute fifty thousand dollars (\$50,000) to the project.

(2) State Contribution: This Agreement governs the State's contribution of One-Hundred Thousand Dollars (\$100,000) from the New Mexico LEDA Fund administered through the New Mexico Economic Development Department.

(3) Disbursement of Grant Monies: Dispersal of the NM LEDA Funds by the State and the City are contingent upon the following:

(a) The City and the New Mexico Economic Development Department shall execute an intergovernmental agreement for the State to grant \$100,000 to the City as fiscal agent for the Project; and

(b) PreCheck shall submit to the City for review, a cover letter, invoice and supporting documentation of the completion of each Project phase:

(i) Renovation of PreCheck’s current facility to accommodate a total of no less than thirty (30) additional workers; and

(ii) PreCheck’s cover letter shall state the amount of the financial investment PreCheck has contributed to the Project, as indicated by supporting documentation.

(c) The City shall reimburse to PreCheck the Grant Monies not to exceed \$150,000 within a reasonable time after the City’s review and acceptance that the Project has been completed to the satisfaction of the City. If the Grant Monies from the City and State do not

fully fund the Project; the Qualifying Entity shall contribute any additional funds necessary to fund the remainder of the Project.

B. Contributions of PreCheck.

(1) Financial Investment: PreCheck shall contribute Two Hundred Fifty Thousand (\$250,000) or more in matching funds for facility improvements to complete the Project.

(2) Project Management: Unless otherwise specified in this Agreement, PreCheck shall be responsible for managing all parts of the Project.

(3) Jobs Creation: The improvements to the facilities is anticipated to create 30 jobs over the course of the next three years.

(4) Full-Time Equivalent Direct Employment: Within three years after the date of this Agreement, PreCheck will have created 30 direct full-time equivalent employment jobs, which must be retained for at least one year, and meet the schedule of job creation and minimum average wages pursuant to the Job Creation Schedule. See **Attachment "A"**.

(3) Expanded Tax Base: As a result of the completion of the Project, PreCheck will generate contributions to the City's tax base, as enumerated in the Economic Impact Report. Annual tax revenues for the City generated by this Project (including property taxes, gross receipts taxes, utility fees, utility franchise fees, lodger's taxes and other use taxes) are estimated.

(4) Proportional Investment: PreCheck, at its discretion, may decide to not accept the entire \$150,000 in grant monies for the Project. If the entire granted monies are not accepted, the capital investment and job creation requirements would then decrease proportionally to the level of grant monies accepted. PreCheck shall notify the City 30 days prior to its decision.

2. PERFORMANCE REVIEW AND CRITERIA

A. Economic Development Goals. The following Project and Economic Development Goals shall be fulfilled:

(1) By the end of the year 2018, after completion of the renovations of the facilities, PreCheck shall employ at least seven (7) new full-time equivalent employees in the City, while retaining the prior employment, and in accordance with the minimum average wage in the Job Creation Schedule. See **Attachment "A"**.

Example: By the end of the year 2019, PreCheck will have at least seventeen (17) new full-time equivalent jobs: at least ten (10) of those new jobs will have been created that same year, and at least seven (7) new jobs will have been retained from the prior year, and the remaining one hundred eighty two (182) jobs that had existed prior to entering into this agreement will also have been retained. The

seventeen (17) new full-time equivalent jobs shall have a minimum average wage of \$27,040 per year.

(2) By the end of the year 2020, PreCheck shall employ a total of no fewer than thirty (30) new full-time equivalent production employees in the City of Alamogordo, while retaining the prior employment figures, in accordance with the minimum average wage data points in the Job Creation Schedule.

(3) PreCheck's contribution as set forth in Paragraph 1.B herein, is incorporated into the Economic and Development Goals.

(4) If any Economic Development Goal set forth in Paragraph 2.A is not met in a manner deemed satisfactory by the City, the City shall within 30 days send a written Notice of Default informing PreCheck how many days it has to cure the default or repay the Grant Monies expended in proportion to the Economic Development Goals not yet achieved. If PreCheck has not documented to the City's satisfaction that the default has been cured or repaid by that time, the City may elect to foreclose on the security interest and terminate this Agreement.

B. Reports; Certifications; Review.

(1) Reporting. During the term of this Agreement, PreCheck shall provide to Otero County Economic Development Commission staff quarterly reports proving the job creation requirements in **Attachment A** have been met, and the taxes generated and other indices contained in the Economic Impact Report. Quarterly reports shall be in the form of an affidavit signed by an officer of PreCheck. Quarterly reports shall include a copy of FORM ES-903 provided by PreCheck to the City, which have been filed with the New Mexico Department of Workforce Solutions, to demonstrate compliance with this Agreement at each review cycle. The quarterly report shall include number of jobs and the average wage of the new employees. The City's review of the biannual reports shall determine whether PreCheck is in compliance with this Agreement and is substantially achieving the goals and objectives herein.

(2) Annual Reports. The City may require PreCheck to provide annual reports to the City's governing body. The City will give PreCheck a minimum of 30 days' notice if reports to the governing body is required. City staff shall review these reports to ensure PreCheck's compliance with this Agreement in accordance with the Job Creation Schedule.

(3) Expanded Tax Base Report: Within a reasonable time after completion of the construction of the facilities, but in any event by the next biannual report, PreCheck shall provide to the City a written report on the construction jobs and wages created and the economic impacts thereof.

(4) Certification of Non-Interest. PreCheck shall certify to the City that no member, officer, or employee of the City or its designees or agents, no member of the governing body of the locality of which the program is situated, and no other public official that exercises any functions or responsibilities with respect to the Project during his/her tenure, or for one year

thereafter, has any interest, direct or indirect, in PreCheck or any contract or subcontract, or the process thereof, for work to be performed in connection with the Project that is the subject of this Agreement. PreCheck shall certify that such a provision shall be included in all contracts and subcontracts in connection with the Project.

D. Documentation of Completion of Construction Phases: Within a reasonable time after completion of each phase listed in Paragraph 1.A (3) (b) herein, PreCheck shall provide documentation of its completion to the Otero County Economic Development Commission. PreCheck shall provide documentation to the City that construction of the facilities was completed by January 31, 2019. See Construction Schedule, attached as **Attachment “B”**.

3. RECAPTURE PROVISIONS FOR PUBLIC MONEYS

A. In the event that, by the end of year three (3) after necessary renovation of the facilities is complete, PreCheck has employed less than thirty (30) new full-time equivalent employees in the City, they shall be deemed to be in default (“Default”), and within 60 days of the City receiving the biannual report with information of such default, the City shall send a written Notice of Default informing PreCheck how many days it has to cure the default or repay the Grant Monies expended, in proportion to the Economic Development Goals not yet achieved. If PreCheck remains noncompliant after any applicable cure period, then the City may elect to pursue any and all remedies available in law or equity, including but not limited to initiating foreclosure of the security interest or demanding timely repayment of the Grant Monies in proportion to the unmet goals, as the City in its sole discretion may determine subject to reasonable calculations.

B. In the event PreCheck ceases operations and closes its facility before the end of year three of this Agreement, they shall be deemed in Default shall reimburse 100% of all Grant Monies in the amount of One Hundred Fifty Thousand Dollars (\$150,000) to the City of Alamogordo Economic Development Fund.

C. If PreCheck is still in business by 2022 and has employed thirty new full-time equivalent production employees for the immediately prior six (6) month period in accordance with the minimum average wage requirement in **Attachment “A”** while retaining the prior employment figures, there shall be no repayment obligations to the City and the State. PreCheck has until 5 years from the date of the Agreement to complete its obligations to the City and State.

4. QUALIFYING ENTITY BUYOUT

PreCheck may, at its election, buyout and thereby terminate this Agreement by repaying in full to the City all Grant Monies. Such repayment shall be without penalty until and unless the City initiates clawback of the Grant Monies, at which point costs, expenses (including City staff time) and attorney’s fees will accrue to the repayment amount.

PreCheck must send prior written notice to the City of its intent to repay in full the Grant Monies at least 45 days prior to the repayment. The City’s receipt of the repayment of all disbursed Grant Monies (including any costs, fees and expenses resulting from clawback

proceedings) constitutes satisfaction under this Agreement, upon which PreCheck may request release of the security interest, and the City will release the security interest within a reasonable time after receiving the written request.

Within 30 days of receiving such notice from PreCheck, the City will notify the New Mexico Economic Development Department of the intent to exercise the buyout clause. The City will reimburse the New Mexico Economic Development Department its portion of the repaid Grant Monies within 60 days after the City receives the repaid monies from the buyout.

5. SECURITY FOR CITY'S INVESTMENT; CLAWBACK

This is a grant project only, with the City acting as fiscal agent. PreCheck has no loan obligations for repayment to the City or State, but is obligated to fulfill the Economic Development Goals of this Agreement, however if PreCheck is found by the City to be in default, then the City may elect to demand financial reimbursement.

A condition precedent to this PPA is securitization of the Grant Monies which may be clawed back if PreCheck fails to meet its performance goals under this PPA. As security for fulfilling the Economic Development Goals, before the City may disburse any appropriations, the amount of Public Monies to be reimbursed shall be securitized in a manner satisfactory to the City. The expected securitization method is a performance bond from an insurance company or issuing financial institution, with the City as beneficiary, which the City may foreclose after the City's presentation of a demand for payment and evidence of PreCheck's default. This Performance Bond shall extend to at least ninety days after the fifth year this Agreement is entered into (the Project Period), plus additional automatic one-year extensions terminable at the sole option and discretion of the City. At any given time, the Performance Bond must secure an amount, and the City shall be able to draw down an amount, at least equal to the amount of appropriations made for the Project, the maximum being \$150,000. Funds from the Performance Bond may be drawn in one drawing or from time-to-time in or one or more partial drawings on or before the expiration date.

During the term of this Agreement, PreCheck may request a full or partial release of the Performance Bond by the substitution of collateral, repayment of the disbursed appropriation or proof that they have met the Contribution and Economic Development Goals, in part or in whole, under this Agreement. Any full or partial release of the Performance Bond will be proportional to the value of the substitute collateral, repayment or the portion of Economic Development Goals met. Acceptance of substitute collateral or proof of performance goals shall be within the City's sole and absolute discretion.

If PreCheck exceeds the employment goal of two hundred twelve (212) full-time equivalent employees for a six (6) month period subsequent to June, 30, 2020, it may petition for release of the security, which permission shall not unreasonably be withheld.

6. TERM; SUNSET

This Agreement shall remain in force for 5 years from the execution date of the Agreement, or until conditions of the Agreement are performed in full or to the satisfaction of the City, whichever is earlier. In the event PreCheck performs or exceeds the required performance levels contained in this Agreement, as may be determined by the City, this Agreement may be terminated at that time in writing by the City pursuant to Paragraph 7, below.

This Agreement will not be deemed terminated and this Agreement will remain in effect unless and until the City determines that the objectives under this Agreement have been fulfilled and a closure letter by the City is provided to PreCheck.

7. **TERMINATION**

This Agreement may be terminated by the City upon written notice delivered to PreCheck at least 45 days prior to the intended date of termination in the event that PreCheck ceases to operate the Project in accordance with the terms of this Agreement. If PreCheck is found to not be in substantial compliance with the Agreement, the City reserves the right to terminate the Agreement and recall in full the Grant Monies.

PreCheck may terminate the Agreement by pre-paying in full to the City and without penalty any Grant Monies disbursed. Notice of intent to pre-pay the Grant Monies must be delivered in writing within 45 days prior to the intent to repay in full the Grant Monies

7. **STATUS OF THE QUALIFYING ENTITY**

PreCheck, and its agents and employees are not employees of the City, and shall not accrue leave, retirement, insurance, bonding, use of City vehicles or any other benefits afforded to employees of the City as a result of this Agreement. PreCheck shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

8. **ASSIGNMENT AND SUCCESSORS; BINDING EFFECT**

- A. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest by way of merger, acquisition, or otherwise and their permitted assigns.
- B. PreCheck shall not assign or transfer any of its rights, privileges, obligations or other interest under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other matter, including any claims for money due or to become due under this Agreement, without the prior written approval of the City.
- C. Any purported assignment of rights in violation of subsection (B) is void.

10 INDEMNIFICATION; LIABILITY

It is expressly understood and agreed by and between PreCheck and the City that PreCheck shall defend, indemnify and hold harmless the City for all losses, damages, claims or judgments on account of any suit, judgment, execution, claims, actions or demands whatsoever resulting from PreCheck's actions or inactions as a result of this Agreement, as well as the actions or inactions of PreCheck's employees, agents, representatives and subcontractors. The qualifying entity shall maintain adequate insurance in at least the aggregate maximum amounts which the City could be liable consistent with the provisions of the New Mexico Tort Claims Act. It is the sole responsibility of PreCheck to be in compliance with the law.

11. **INSURANCE**

A. PreCheck, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City shall be notified no less than 30 days in advance of cancellation for any reason. PreCheck shall furnish the City with a copy of a "Certificate of Insurance" as a condition prior to performing under this Agreement.

B. PreCheck shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for their employees throughout the term of this Agreement and shall provide the City with evidence of its compliance with such requirement.

12. **NEW MEXICO TORT CLAIMS ACT**

Any liability incurred by the City of Alamogordo in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

13. **THIRD PARTY BENEFICIARIES**

By entering into this Agreement the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and PreCheck. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

14. **RECORDS AND AUDITS**

PreCheck shall maintain throughout the term of this Agreement and for a period of six years thereafter, all related records, including but not limited to, all financial records, requests

for proposals (RFPs), invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted hereunder, the purpose for which such funds were used, and other such records as the City or the State shall proscribe. PreCheck shall be strictly liable for receipts and disbursements related to the Project Grant Monies. These records shall be subject to inspection by the City, the New Mexico Economic Development Department, and the State Auditor upon request. The City shall have the right to audit billings both before and after payment; payments under this Agreement shall not foreclose the right of the City to recover excessive illegal payments.

15. **APPROPRIATIONS**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Governing Body and the New Mexico Economic Development Department on behalf of the qualifying entity to the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Governing Body and the New Mexico Economic Development Department on behalf of PreCheck to the City, this Agreement shall terminate upon written notice being given by the City to the qualifying entity.

16. **RELEASE**

PreCheck, upon final fulfillment of this Agreement, releases the City, its officers and employees, from all liabilities, claims, and obligations whatsoever arising from or under this Agreement and agrees not to purport to bind the City to any obligation not assumed herein by the City unless PreCheck has express written authority to do so, and then only within the strict limits of that authority.

17. **CONFIDENTIALITY**

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

18. **CONFLICT OF INTEREST**

PreCheck warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement and further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

19. **APPLICABLE LAW; CHOICE OF LAW; VENUE**

PreCheck shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Alamogordo. In any action, suit or legal dispute arising from this Agreement, the qualifying entity agrees that the laws of the State of New

Mexico shall govern. The Parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

20. **AMENDMENT**

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

21. **SCOPE 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. This Agreement expresses the entire Agreement and understanding between the parties with respect to said performance. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the Agreement.

22. **REPRESENTATIONS AND WARRANTIES**

A. PreCheck hereby warrants it is and will remain in compliance with the Americans with Disabilities Act, 29 CFR 1630 and hereby agrees to defend, indemnify and hold harmless the City from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of PreCheck, its contractors and subcontractors, agents, successors, assigns, officers or employees to comply with provisions of the ADA or the rules and regulations promulgated there under the Americans with Disabilities Act, 29 CFR 1630.

B. PreCheck agrees to comply with the applicable provisions of local, state and federal equal employment opportunity statutes and regulations.

23. **APPLICABLE LAW**

This Agreement shall be governed by the ordinances of the City of Alamogordo and the laws of the State of New Mexico.

24. **NON-DISCRIMINATION**

During the term of this Agreement, PreCheck shall not discriminate against any employee or applicant for an employment position to be used in the performance hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

25. **SEVERABILITY**

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

26. **NOTICES**

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

If to the CITY OF ALAMOGORDO:
City of Alamogordo
1376 E. Ninth St.
Alamogordo, NM 88310

If to the OTERO COUNTY ECONOMIC DEVELOPMENT COUNCIL:
Otero County EDC
2400 N. Scenic Dr.
Alamogordo, NM 88310

If to QUALIFYING ENTITY:
PreCheck
3453 Las Palomas Road
Alamogordo, NM 88310

27. **HEADINGS**

The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

28. **ATTACHMENTS**

All attachments are fully incorporated herein and made a part of this Agreement.

29. **COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

30. **REPRESENTATION ON AUTHORITY OF SIGNATORIES**

The signatory for PreCheck represents and warrants that he or she is duly authorized and as legal capacity to execute and deliver this Agreement and represents and warrants that the execution and delivery of the Agreement and the performance of PreCheck's obligations

hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

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

CITY OF ALAMOGORDO:

Maggie Paluch, City Manager

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Schreiber, City Attorney

QUALIFYING ENTITY:
PreCheck, Inc.

By: _____

Employer ID Number: _____
City of Alamogordo Business ID Number: _____

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 01/09/2018

Report Date: 01/02/2018

Report No: 8.

Submitted By: Jim LeClair

Subject: Approve application for a grant from the Department of Homeland Security/Assistance to Firefighter's Grant Program (AFG) related for the purchase of a Class-A apparatus, Personal Protective Equipment (PPE), and Self Contained Breathing Apparatus (SCBA). *(Jim LeClair, Fire Chief)*

Fiscal Impact: \$700,000
Amount Budgeted: \$70,000.00
Fund: 033- Fire Protection Fund

Additional Fiscal Impact: None

Recommendation: Staff recommends Approval of this grant application.

Background: This application is for the submission to the Department of Homeland Security Assistance to Firefighter's Grant Program (AFG) to apply for grant funding in three (3) different areas, and requires a 10% matching contribution. This grant application, if awarded will be used for a Class-A apparatus, Personal Protective Equipment, and Self Contained Breathing Apparatus.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 01/09/2018

Report Date: 01/05/2018

Report No: 9.

Submitted By: Eric Barraza

Subject: Approve the Resident Parking Only, Mobility Disabled Resident Parking Only, and Commercial Mobility Disabled Parking Only sign locations for the purpose of determining continuance of each location. *(Eric Barraza, Deputy City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Authorize all locations on Exhibit "A" and Exhibit "B" to continue as is. Authorize removal of signs at locations listed on Exhibit "C".

Background:

Sections 24-01-080(e) and (f) of the Alamogordo Code of Ordinances provides for the City Manager to prepare a list of the locations of all Resident Parking Only, Mobility Disabled Resident Parking Only, and Commercial Mobility Disabled Parking only signs in the City and to recommend continuance or discontinuance of each location. This is compiled annually by the City Clerk's Office and reviewed by the City Manager.

We mailed a letter to every sign holder advising them of our annual review and asking them to respond if they still require the sign. We followed up with a second notice. When we did not receive a response from some of the residents, we went to each residence and attached door hangars to their doors. Every effort was made to contact all addresses.

Every sign listed on Exhibit "A" and Exhibit "B" is still warranted based on the reason the sign was originally granted.

The signs listed on Exhibit "C" are to be removed.

REPORT TO THE CITY COMMISSION
JANUARY 9, 2018

- November 15, 2017 Mailed first notification letter to each individual. Each letter was addressed to the name on the application as well as 'Current Resident'.
- December 4, 2017 Mailed second notification letter to each individual. Each letter was addressed to the name on application as well as 'Current Resident'.
- December 18, 2017 Deputy City Clerk Eric Barraza drove to each residence that had not responded to give another notice. Door Hangers were placed at each residence stating sign(s) would be removed if no response.

EXHIBIT A – 2018 RESIDENT PARKING ONLY SIGNS

APPROVAL DATE	NAME	LOCATION OF SIGN	WITHIN 500 FT.	NUMBER OF SIGNS	CONTACTED THIS YEAR
2-27-1990	Emil E. Ashe	1303 Mountain View Ave.	AHS	1	✓
2-27-1990	Daniel Ortega	400 Cuba Ave.	AHS	1	✓
2-27-1990	Donald D. Deck	402 Cuba Ave.	AHS	1	✓
2-27-1990	Roy King	404 Cuba Ave.	AHS	1	✓
2-27-1990	Nathaniel Cates	1310 Mountain View Ave.	AHS	1	✓
2-27-1990	Luis Herrera, Jr.	404 Utah Ave.	AHS	1	✓
2-27-1990	Dorothy Miller	401 Utah Ave.	AHS	1	✓
2-27-1990	Alice Sisneros	400 Utah Ave.	AHS	1	✓
9-27-1991	Alberto Valdez	618 Delaware Ave.	ICC Church	1	✓
2-23-1993	Lawrence Craine	403 Oregon Ave.	Oregon Park & AHS FB Stadium	1	✓
6-11-1994	Teresa Weber	323 Maryland Ave.	Corinth Baptist Church	1	✓
12-8-1998 & 2-9-1999 & 2-12-2013	Jacqueline LaBarre	211 13 th St. 1301 New York Ave. one sign around corner on 13 th 1304 New York Ave. 1308 New York Ave. <u>Mailing Address:</u> <u>1315 New York Ave., Alamogordo</u>	Memories Restaurant	4	✓
1-26-1999	Jeff Rhodes	1407 Oregon Ave.	Oregon School	2	✓
2-23-1999	Teresa Maynez	713 Virginia Ave.	DPS	1	✓
10-12-1999	Dora Bristow	1302 9 th St.	Dr. Taylor's office	1	✓
8-22-2000	Charlie Price	1212 Michigan Ave.	COPE & Chiropractor's office	1	✓

APPROVAL DATE	NAME	LOCATION OF SIGN	WITHIN 500 FT.	NUMBER OF SIGNS	CONTACTED THIS YEAR
11-12-2002	Roberto Valdez	610 7 th St.	DPS	1	✓
2-12-2002	Larry & Avelina Monroy	808 Delaware Ave. (Sign placed by City in 1978 because City widened street & took out driveway)	Property has no driveway – located near various businesses & ICC Church	1	✓
6-25-2002	Dawne Wilson-Flitten (Mr. E.C. Covarrubia – original owner)	1511 Bellamah	Yucca School	1	✓
5-11-2004	Norma Miller	403 Utah Ave. & Mail to: PO Box 1111 Holloman AFB, NM 88330	AHS	1	✓
8-10-2004	Mark Thompson	1005 8 th St.	Father Hay School	1	✓
9-28-2004	Carolyn Louis-Garcia	708 Delaware Ave. <u>Mailing Address:</u> <u>PO Box 695, Alamogordo</u>	ICC Church	1	✓
12-15-2009	Bertha Solis	1307 Charlotte Lane	AHS	1	✓
10-26-2010	Frank Chavez	708 New York Ave.	ICC Church	1	✓
5-17-2011	Joyce Carter	<u>816 4th St.</u>	Sacramento School	1	✓
2-14-2012	Veronica McNeilly	1304 Charlotte Ln.	AHS	1	✓
6-11-1996	Roberta Cull 575-654-4995	511 Oregon Ave.	Oregon Park; AHS Football Stadium; City Hall	1	✓
6-28-2005	Alice Jones – Daughter in charge of property.	808 Virginia Ave. <u>Mailing address:</u> <u>5980 US Hwy 54S</u> <u>Unit 3484</u> <u>Alamogordo, NM 88311</u>	Western Bank	1	✓
2-12-2013	Christopher J. Preston	1305 Mountain View (One sign on Utah & one on Mountain View)	AHS	2	✓

APPROVAL DATE	NAME	LOCATION OF SIGN	WITHIN 500 FT.	NUMBER OF SIGNS	CONTACTED THIS YEAR
6-11-2013	Bruce/Patricia Knee	535 Linda Vista Dr.	NMSBVH	1	✓
11-11-2013	Thomas Lubenau	1503 Wilson Ave.	Washington Park	1	✓
10-10-2014	Corine Rule	1315 Jackson Ave.	Washington Park	1	✓
10-17-2014	Charles Thompson	223 Texas St.	C.H.I.N.S.	1	✓
11-18-2014	Josefina Mejia	800 Second Ave.	C.H.I.N.S.	1	✓
11-18-2014	Michael Pate	311 Burnage Lane	Church	2	✓
9/22/2015	Alicia Carabajol	413 Oregon Ave.	Washington Park	1	✓
10/28/2015	Selina Peterson	2310 15 th Street	Westminster Presbyterian Church	1	✓
4/1/2016	Nicole Borsello	804 15 th Street	Westminster Presbyterian Church	1	✓

EXHIBIT B – 2018 COMMERCIAL/MOBILITY PARKING ONLY SIGNS

APPROVAL DATE	NAME	LOCATION OF SIGN	WITHIN 500 FT.	NUMBER OF SIGNS	CONTACTED THIS YEAR
11-4-1996	John Mangum	2409 Yale Ave.	Handicapped	1	✓
11-23-1998	Suzanne P. Durko	2327 Union Ave.	Handicapped	1	✓
2-10-2004	Dixie Bredy	1109 Ohio Ave.	Handicapped	1	✓
9-2-2004	Hortencia Rodriguez	1905 Bellamah Dr.	Handicapped	1	✓
5-7-2010	Carol Smith	1604 Bellamah Ave.	Handicapped	1	✓
4-1-2013	Edith Armstrong	2500 Tulane Ave.	Handicapped	1	✓
1-13-2009	Otero County Administration	1101 New York Ave. Rm. 224 Attn: Doug Bourboun Building & Grounds Super. dbourboun@co.otero.nm.us 575 439-2624	Commercial	2	✓

EXHIBIT C – 2018 RESIDENT/MOBILITY/COMMERCIAL SIGNS
TO BE REMOVED

APPROVAL DATE	NAME	LOCATION OF SIGN	WITHIN 500 FT.	NUMBER OF SIGNS	CONTACTED THIS YEAR
6-11-1996	Chris Pantoja	205 Florida Ave.	Otero Day Care Center	1	No Response
3-9-1999	Carmen Mainz	1200 Michigan (One sign on 12 th St. & one @1200 Michigan)	Memories Restaurant & Chiro. Office	2	No Response

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 01/09/2018

Report Date: 01/02/2018

Report No: 10.

Submitted By: Darron Williams

Subject: Consider and act upon, first publication of Ordinance No.1560 and agreement approving a Local Economic Development Project for Secured Financial Assistance proposed by Drought Adaptation Industries, LLC. (*Petria Schreiber, City Attorney*) **Roll Call Vote Required**

Fiscal Impact: \$357,840

Amount Budgeted: \$0.00

Fund: Fund 105 Economic Development

Additional Fiscal Impact:

Recommendation: Approve Ordinance No.1560 for first publication

Background: Drought Adaption Industries, LLC is seeking LEDA assistance to purchase the building at 1505 Highway 70 and make infrastructure upgrades to begin manufacture of products for sale, resulting in a total of fourteen new jobs.

ORDINANCE NO. 1560

APPROVING A LOCAL ECONOMIC DEVELOPMENT PROJECT FOR SECURED FINANCIAL ASSISTANCE PROPOSED BY DROUGHT ADAPTATION INDUSTRIES, LLC.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF
ALAMOGORDO, NEW MEXICO that the following is added to the municipal code:

Pursuant to the City of Alamogordo Economic Development Plan, Ordinance No. 983 and NMSA 1978 Section 5-10-1, et seq. (Local Economic Development Act – “the Act”), the proposed economic development project of Drought Adaptation Industries, LLC., (“the Company”) which is on file with the City Clerk and available for public inspection, is approved for the purposes set forth in NMSA 1978 Section 5-10-1, et seq. and the City of Alamogordo is authorized to enter into a Project Participation Agreement (“The Agreement”) with the Company as required by Section 10 of the Act, and in substantially the same form as attached hereto, the terms of which are incorporation herein.

The City Commission finds as follows:

1. The Company is an entity as defined in NMSA 1978, Section 5-10-3G;
2. Under the Agreement, the Company will provide a substantive contribution for the proposed project as described in NMSA 1978, Section 5-10-10B in the form of employment and improved tax base;
3. The Agreement complies with the requirements of the Act and Ordinance No. 983;
4. The benefit of the proposed project to the City of Alamogordo is repayment of financial assistance and other benefits arising from employment

and economic activity under the project which exceeds the cost to the City of providing to the Company the assistance specified in the agreement, and

5. The Agreement complies with the requirements of Section 10 of the Act and is hereby adopted and approved.

BE IT FURTHER ORDAINED, that the Mayor of the City of Alamogordo, New Mexico is authorized and directed to do all things necessary to implement this ordinance that is lawfully adopted.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2018.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Richard Boss, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Schreiber, City Attorney

CITY OF ALAMOGORDO
ECONOMIC DEVELOPMENT
PROJECT PARTICIPATION AGREEMENT

THIS PROJECT PARTICIPATION AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2018 by and between the City of Alamogordo, a municipal corporation (hereinafter referred to as the “City”) and Drought Adaptation Industries, LLC. (hereinafter referred to as “DAI”) in accordance with the Local Economic Development Act (N.M.S.A. §5-10-1 et. seq. (1978) and City Ordinance 983 adopted August 13, 1996, in order to complete an economic development project associated with purchase and physical improvements to the facility located at 1505 W. Highway 70, Alamogordo, New Mexico, 88310 (hereinafter referred to as “Project”).

1. CONTRIBUTIONS OF THE CITY AND DAI

A. Contributions of the City. The maximum grant monies that may be disbursed under this agreement shall be three hundred fifty-seven thousand, eight hundred forty dollars (\$357,840).

1. Disbursement of Grant Monies: Dispersal of the project funds by the City are contingent upon the following:

(a) shall submit to the City for review, a cover letter, invoice and supporting documentation for each Project phase.

- (i) Purchase of the property located at 1505 Highway 70, Alamogordo, New Mexico.
- (ii) Infrastructure upgrades to the building intended for offices and production to the property located at 1505 Highway 70, Alamogordo, New Mexico in preparation for utility upgrades.
- (iii) Utility upgrades to the property located at 1505 Highway 70, Alamogordo, New Mexico.
- (iv) Purchase of additional equipment and technology to commence and continue manufacture and production at the facility located at 1505 Highway 70, Alamogordo, New Mexico.

(b) The City shall reimburse to DAI the Grant Monies not to exceed \$357,840 within a reasonable time after the City’s review and acceptance of each phase of the project.

B. Contributions of DAI.

(1) Financial Investment: DAI shall contribute additional funding as provided by outside investors along with the value of the proprietary technology required to manufacture.

(2) Project Management: Unless otherwise specified in this Agreement, DAI shall be responsible for managing all parts of the Project.

(3) Jobs Creation: The improvements to the facilities is anticipated to create 14 jobs over the course of the next three years.

(4) Full-Time Equivalent Direct Employment: Within three years after the date of this Agreement, DAI will have created 14 direct full-time equivalent employment jobs, which must be retained for at least one year, and meet the schedule of job creation and minimum average wages pursuant to the Job Creation Schedule. See **Attachment "A"**.

(3) Expanded Tax Base: As a result of the completion of the Project, DAI will generate contributions to the City's tax base, as enumerated in the Economic Impact Report. See **Attachment "B"** Annual tax revenues for the City generated by this Project (including property taxes, gross receipts taxes, utility fees, utility franchise fees, lodger's taxes and other use taxes) are estimated

(4) Proportional Investment: DAI, at its discretion, may decide to not accept the entire \$357,840 in grant monies for the Project. If the entire granted monies are not accepted, the capital investment and job creation requirements would then decrease proportionally to the level of grant monies accepted. DAI shall notify the City 30 days prior to its decision.

(5) Performance: DAI shall commence purchase of the building and improvements within sixty (60) days of the execution of this agreement. Should improvements not commence within that time period, DAI will be considered in default and the Agreement will terminate as noted in Section 7 of this agreement.

(6) Job Period: Hiring of reportable employees shall commence as soon as the company certifies to the City that production has begun and the job period for reporting purposes will commence upon hiring of the first reportable employees.

2. PERFORMANCE REVIEW AND CRITERIA

A. Economic Development Goals. The following Project and Economic Development Goals shall be fulfilled:

(1) By the end of the year 2018, after completion of the renovations of the facilities, DAI shall employ at least six (6) new full-time equivalent employees in the City, in accordance with the minimum average wage in the Job Creation Schedule. See **Attachment "A"**.

Example: By the end of the year 2019, DAI will have at least ten (10) new full-time equivalent jobs: at least four (4) of those new jobs will have been created

that same year, and at least six (6) new jobs will have been retained from the prior year. The ten (10) new full-time equivalent jobs shall have a minimum average wage of \$18,270 per year.

(2) By the end of the year 2020, DAI shall employ a total of no fewer than fourteen (14) full-time equivalent production employees in the City of Alamogordo in accordance with the minimum average wage data points in the Job Creation Schedule.

(3) DAI's contribution as set forth in Paragraph 1.B herein, is incorporated into the Economic and Development Goals.

(4) If any Economic Development Goal set forth in Paragraph 2.A is not met in a manner deemed satisfactory by the City, the City shall within 30 days send a written Notice of Default informing DAI how many days it has to cure the default or repay the Grant Monies expended in proportion to the Economic Development Goals not yet achieved. If DAI has not documented to the City's satisfaction that the default has been cured or repaid by that time, the City may elect to foreclose on the security interest and terminate this Agreement.

B. Reports; Certifications; Review.

(1) Reporting. During the term of this Agreement, DAI shall provide to City of Alamogordo staff quarterly reports proving the job creation requirements in **Attachment "A"** have been met, and the taxes generated and other indices contained in the Economic Impact Report. Quarterly reports shall be in the form of an affidavit signed by an officer of DAI. Quarterly reports shall include a copy of FORM ES-903 provided by DAI to the City, which have been filed with the New Mexico Department of Workforce Solutions, to demonstrate compliance with this Agreement at each review cycle. The quarterly report shall include number of jobs and the average wage of the new employees. The City's review of the biannual reports shall determine whether DAI is in compliance with this Agreement and is substantially achieving the goals and objectives herein.

(2) Annual Reports. The City may require DAI to provide annual reports to the City's governing body. The City will give DAI a minimum of 30 days' notice if reports to the governing body is required. City staff shall review these reports to ensure DAI's compliance with this Agreement in accordance with the Job Creation Schedule.

(3) Expanded Tax Base Report: Within a reasonable time after completion of the construction of the facilities, but in any event by the next biannual report, DAI shall provide to the City a written report on the construction jobs and wages created and the economic impacts thereof.

(4) Certification of Non-Interest. DAI shall certify to the City that no member, officer, or employee of the City or its designees or agents, no member of the governing body of the locality of which the program is situated, and no other public official that exercises any functions or responsibilities with respect to the Project during his/her tenure, or for one year thereafter, has any interest, direct or indirect, in DAI or any contract or subcontract, or the

process thereof, for work to be performed in connection with the Project that is the subject of this Agreement. DAI shall certify that such a provision shall be included in all contracts and subcontracts in connection with the Project.

D. Documentation of Completion of Construction Phases: Within a reasonable time after completion of each phase listed in Paragraph 1.A herein, DAI shall provide documentation of its completion to the City of Alamogordo.

3. RECAPTURE PROVISIONS FOR PUBLIC MONEYS

A. In the event that, by the end of year three (3) after necessary renovation of the facilities is complete, DAI has employed less than fourteen (14) new full-time equivalent employees in the City, they shall be deemed to be in default (“Default”), and within 60 days of the City receiving the biannual report with information of such default, the City shall send a written Notice of Default informing DAI how many days it has to cure the default or repay the Grant Monies expended, in proportion to the Economic Development Goals not yet achieved. If DAI remains noncompliant after any applicable cure period, then the City may elect to pursue any and all remedies available in law or equity, including but not limited to initiating foreclosure of the security interest or demanding timely repayment of the Grant Monies in proportion to the unmet goals, as the City in its sole discretion may determine subject to reasonable calculations.

B. In the event DAI ceases operations and closes its facility before the end of year three of this Agreement, they shall be deemed in Default shall reimburse 100% of all Grant Monies in the amount of Three Hundred Fifty-seven Thousand, Eight Hundred Forty dollars (\$357,840) to the City of Alamogordo Economic Development Fund.

C. If DAI is still in business by 2022 and has employed fourteen (14) new full-time equivalent production employees for the immediately prior six (6) month period in accordance with the minimum average wage requirement in **Attachment “A”** while retaining the prior employment figures, there shall be no repayment obligations to the City and the State. DAI has until 5 years from the date of the Agreement to complete its obligations to the City and State.

4. DAI BUYOUT

DAI may, at its election, buyout and thereby terminate this Agreement by repaying in full to the City all Grant Monies. Such repayment shall be without penalty until and unless the City initiates clawback of the Grant Monies, at which point costs, expenses (including City staff time) and attorney’s fees will accrue to the repayment amount.

DAI must send prior written notice to the City of its intent to repay in full the Grant Monies at least 45 days prior to the repayment. The City’s receipt of the repayment of all disbursed Grant Monies (including any costs, fees and expenses resulting from clawback proceedings) constitutes satisfaction under this Agreement, upon which DAI may request release of the security interest, and the City will release the security interest within a reasonable time after receiving the written request.

5. SECURITY FOR CITY'S INVESTMENT; CLAWBACK

This is a grant project only, with the City acting as fiscal agent. DAI has no loan obligations for repayment to the City or State, but is obligated to fulfill the Economic Development Goals of this Agreement, however if DAI is found by the City to be in default, then the City may elect to demand financial reimbursement.

A condition precedent to this PPA is securitization of the Grant Monies which may be clawed back if DAI fails to meet its performance goals under this PPA. As security for fulfilling the Economic Development Goals, before the City may disburse any appropriations, the amount of Public Monies to be reimbursed shall be securitized in a manner satisfactory to the City.

If DAI exceeds the employment goal of fourteen (14) full-time equivalent employees for a six (6) month period subsequent to June, 30, 2020, it may petition for release of the security, which permission shall not unreasonably be withheld.

6. TERM; SUNSET

This Agreement shall remain in force for 5 years from the execution date of the Agreement, or until conditions of the Agreement are performed in full or to the satisfaction of the City, whichever is earlier. In the event DAI performs or exceeds the required performance levels contained in this Agreement, as may be determined by the City, this Agreement may be terminated at that time in writing by the City pursuant to Paragraph 7, below.

This Agreement will not be deemed terminated and this Agreement will remain in effect unless and until the City determines that the objectives under this Agreement have been fulfilled and a closure letter by the City is provided to DAI.

7. TERMINATION

This Agreement may be terminated by the City upon written notice delivered to DAI at least 45 days prior to the intended date of termination in the event that DAI ceases to operate the Project in accordance with the terms of this Agreement. If DAI is found to not be in substantial compliance with the Agreement, the City reserves the right to terminate the Agreement and recall in full the Grant Monies.

DAI may terminate the Agreement by pre-paying in full to the City and without penalty any Grant Monies disbursed. Notice of intent to pre-pay the Grant Monies must be delivered in writing within 45 days prior to the intent to repay in full the Grant Monies

7. STATUS OF THE QUALIFYING ENTITY

DAI, and its agents and employees are not employees of the City, and shall not accrue leave, retirement, insurance, bonding, use of City vehicles or any other benefits afforded to

employees of the City as a result of this Agreement. DAI shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

8. **ASSIGNMENT AND SUCCESSORS; BINDING EFFECT**

- A. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest by way of merger, acquisition, or otherwise and their permitted assigns.
- B. DAI shall not assign or transfer any of its rights, privileges, obligations or other interest under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other matter, including any claims for money due or to become due under this Agreement, without the prior written approval of the City.
- C. Any purported assignment of rights in violation of subsection (B) is void.

10 **INDEMNIFICATION; LIABILITY**

It is expressly understood and agreed by and between DAI and the City that DAI shall defend, indemnify and hold harmless the City for all losses, damages, claims or judgments on account of any suit, judgment, execution, claims, actions or demands whatsoever resulting from DAI's actions or inactions as a result of this Agreement, as well as the actions or inactions of DAI's employees, agents, representatives and subcontractors. The qualifying entity shall maintain adequate insurance in at least the aggregate maximum amounts which the City could be liable consistent with the provisions of the New Mexico Tort Claims Act. It is the sole responsibility of DAI to be in compliance with the law.

11. **INSURANCE**

A. DAI, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City shall be notified no less than 30 days in advance of cancellation for any reason. DAI shall furnish the City with a copy of a "Certificate of Insurance" as a condition prior to performing under this Agreement.

B. DAI shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for their employees throughout the term of this Agreement and shall provide the City with evidence of its compliance with such requirement.

12. **NEW MEXICO TORT CLAIMS ACT**

Any liability incurred by the City of Alamogordo in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq. NMSA 1978, as amended. The City and its “public employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

13. **THIRD PARTY BENEFICIARIES**

By entering into this Agreement the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and DAI. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

14. **RECORDS AND AUDITS**

DAI shall maintain throughout the term of this Agreement and for a period of six years thereafter, all related records, including but not limited to, all financial records, requests for proposals (RFPs), invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted hereunder, the purpose for which such funds were used, and other such records as the City shall proscribe. DAI shall be strictly liable for receipts and disbursements related to the Project Grant Monies. These records shall be subject to inspection by the City, the New Mexico Economic Development Department, and the State Auditor upon request. The City shall have the right to audit billings both before and after payment; payments under this Agreement shall not foreclose the right of the City to recover excessive illegal payments.

15. **RELEASE**

DAI, upon final fulfillment of this Agreement, releases the City, its officers and employees, from all liabilities, claims, and obligations whatsoever arising from or under this Agreement and agrees not to purport to bind the City to any obligation not assumed herein by the City unless DAI has express written authority to do so, and then only within the strict limits of that authority.

16. **CONFIDENTIALITY**

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

17. **CONFLICT OF INTEREST**

DAI warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement and further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

18. **APPLICABLE LAW; CHOICE OF LAW; VENUE**

DAI shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Alamogordo. In any action, suit or legal dispute arising from this Agreement, the qualifying entity agrees that the laws of the State of New Mexico shall govern. The Parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the Twelfth Judicial District Court.

20. **AMENDMENT**

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

21. **SCOPE 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. This Agreement expresses the entire Agreement and understanding between the parties with respect to said performance. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the Agreement.

22. **REPRESENTATIONS AND WARRANTIES**

A. DAI hereby warrants it is and will remain in compliance with the Americans with Disabilities Act, 29 CFR 1630 and hereby agrees to defend, indemnify and hold harmless the City from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of DAI, its contractors and subcontractors, agents, successors, assigns, officers or employees to comply with provisions of the ADA or the rules and regulations promulgated there under the Americans with Disabilities Act, 29 CFR 1630.

B. DAI agrees to comply with the applicable provisions of local, state and federal equal employment opportunity statutes and regulations.

23. **APPLICABLE LAW**

This Agreement shall be governed by the ordinances of the City of Alamogordo and the laws of the State of New Mexico.

24. **NON-DISCRIMINATION**

During the term of this Agreement, DAI shall not discriminate against any employee or applicant for an employment position to be used in the performance hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

25. **SEVERABILITY**

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

26. **NOTICES**

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

If to the CITY OF ALAMOGORDO:

City of Alamogordo
1376 E. Ninth St.
Alamogordo, NM 88310

If to QUALIFYING ENTITY:

DAI
1505 W. Highway 70
Alamogordo, NM 88310

27. **HEADINGS**

The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

28. **ATTACHMENTS**

All attachments are fully incorporated herein and made a part of this Agreement.

29. **COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

30. **REPRESENTATION ON AUTHORITY OF SIGNATORIES**

The signatory for DAI represents and warrants that he or she is duly authorized and as legal capacity to execute and deliver this Agreement and represents and warrants that the execution and delivery of the Agreement and the performance of DAI's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

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

CITY OF ALAMOGORDO:

Maggie Paluch, City Manager

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Schreiber, City Attorney

QUALIFYING ENTITY:
DAI, Inc.

By: _____
Jean Bell, CEO

Employer ID Number: _____
City of Alamogordo Business ID Number: _____

Drought Adaptation Industries LLC

Estimated: Salaries
Paid Semimonthly

Exhibit H

	<u>Name</u>	<u>Title</u>	<u>Start-Up Hourly Rate</u>	<u>2019 Year Two</u>	<u>2020 Year Three</u>
1	Jean Bell	CEM	30.00	35.00	40.00
2	Johnny Barraza	Plant Mgr	25.00	30.00	35.00
3	Joseph Lueras	Sales	16.00	20.00	25.00
4	Shift Supervisor	Manuf	0.00	16.00	18.00
5	Shift Supervisor	Manuf	0.00	0.00	16.00
6	Floor Person	Manuf	12.00	13.00	13.75
7	Floor Person	Manuf	12.00	13.00	13.75
8	Floor Person	Manuf	0.00	12.00	13.00
9	Floor Person	Manuf	0.00	12.00	13.00
10	Floor Person	Manuf	0.00	0.00	12.00
11	Floor Person	Manuf	0.00	0.00	12.00
12	(1) Office	Assist	15.00	16.50	17.50
13	(1) Office	Support	0.00	14.00	15.00
14	(1) Office	Support	<u>0.00</u>	<u>0.00</u>	<u>14.00</u>
			6	10	14

Gross Payroll (mo)	\$17,600	\$29,040	\$41,280
Payroll Annual	\$211,200	\$348,480	\$495,360

Note: Glenn Bell, Exec. Vice President of Sales does not take any earnings from DAI. Joseph Lueras will earn 5% commission on all new sales orders he initiates and 2% commission on refills. i.e. Insta-Cube case sale of (1) \$84.60 = \$4.23 commission. Two "outside" sales reps will be contracted in Year Two and eliminated in Year Three.

Note: A great deal of training will be necessary in the local pool of perspective employees. *There is very little manufacturing in Alamogordo to pull from.* DAI is willing to take on this responsibility to promote the local economy by initiating a training and procedure policy to be implemented by dept. heads.

Benefits for Employees: Each employee will be given an opportunity to accumulate wealth with a 5% withholding each paycheck to be returned to them at the end of the fiscal year. No employee health insurance can be offered by the company at this time. Each employee must secure their own. We do hope to share in their health insurance needs at a later date.

EXECUTIVE SUMMARY

A REPORT OF THE ECONOMIC IMPACT OF DROUGHT ADAPTATION IN ALAMOGORDO, NM

November 3, 2017

Prepared by:

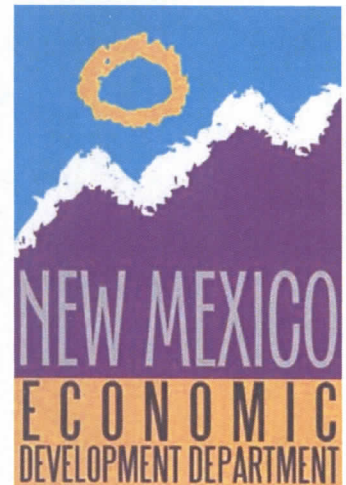
Ryan Eustice

New Mexico Economic Development Department

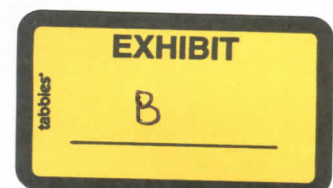
Joseph Montoya Building

1100 S. St. Francis Drive

Santa Fe, New Mexico 87505



Prepared using Total Impact



PURPOSE & LIMITATIONS

This report presents the results of an analysis undertaken by the New Mexico Economic Development Department using Total Impact, an economic and fiscal impact analysis tool developed and supported by the Austin, TX based economic consulting firm, Impact DataSource.

The Total Impact model is a customized software program licensed to the New Mexico Economic Development Department. The model includes estimates, assumptions, and other information developed by Impact DataSource from its independent research effort detailed in New Mexico Economic Development Department's Total Impact User Guide.

The analysis relies on prospective estimates of business activity that may not be realized. New Mexico Economic Development Department made reasonable efforts to ensure that the project-specific data entered into the Total Impact model reflects realistic estimates of future activity.

No warranty or representation is made by New Mexico Economic Development Department or Impact DataSource that any of the estimates or results contained in this study will actually be achieved.



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Introduction

This report presents the results of an economic impact analysis performed using Total Impact, a model developed by Impact DataSource. The report estimates the impact that a potential project in the Alamogordo may have on the state and local economy and estimates the costs and benefits for the state and local taxing districts over a 10-year period.

Description of the Project

Drought Adaptation Industries has leased the property with an option to purchase at a later date. The property that is currently occupied by Drought Adaptation Industries, requires extensive infrastructure improvement and work is underway to construct offices, upgrade to 3-phase electric, bring natural gas lines to the building and sewer connection lines. Once 3-phase electric is completed and brought to the building, then interior power lines can be installed by a licensed electrician. A plumbing contractor will be required to run water and sewer lines (interior). Some painting is required on the face of the bldg and a “Drought Adaptation Industries” sign manufactured and installed. The lease with an option to purchase in two years allows for expansion to a large building behind 1505 W. Hwy 70. As a new manufacturing business in the City of Alamogordo, we expect to influence Economic Development in the form of employee salaries, training, and new and future manufacturing companies locating or relocating to the area.

Economic Impact Overview

The Project's operations will support employment and other economic impacts in the state. The 22.0 workers directly employed by the Project will earn approximately \$35,000 per year initially. This direct activity will support 13.6 indirect and induced workers in the state earning \$43,000 on average. The total additional payroll or workers' earnings associated with the Project is estimated to be approximately \$16.1 million over the next 10 years.

Accounting for various taxable sales and purchases, including activity associated with the Project, worker spending, and visitors' spending in the state, the Project is estimated to support approximately \$8.6 million in taxable sales over the next 10 years.

Table 1. Economic Impact Over the Next 10 Years Statewide

	Direct	Indirect & Induced	Total
Economic output generated by direct, indirect, and induced activity	\$31,902,572	\$17,415,614	\$49,318,186
Number of permanent direct, indirect, and induced jobs to be created	22.0	13.6	35.6
Salaries to be paid to direct, indirect, and induced workers	\$9,270,888	\$6,818,738	\$16,089,626
Taxable sales and purchases	\$6,994,598	\$1,571,579	\$8,566,177

DROUGHT ADAPTATION | ECONOMIC IMPACT

The project is not expected to result in a consequential increase in the state's population. A majority of newly hired employees would likely be current New Mexico residents. However, it is estimated that approximately 20.0% of the new direct workers may be new residents to Otero County. The local population impacts may result in new residential properties constructed in the county and increase the enrollment of local public schools.

Table 2. Population Impacts Over the Next 10 Years for the County

	Direct	Indirect & Induced	Total
Number of direct, indirect, and induced workers who will move to the County	4.4	1.4	5.8
Number of new residents in the County	11.4	3.8	15.2
Number of new residential properties to be built in the County	0.5	0.2	0.7
Number of new students expected to attend local school district	2.2	0.7	2.9

The Project is estimated to support an average of approximately \$0.3 million in new non-residential taxable property each year over the next 10 years. The taxable value of property supported by the Project over the 10-year period is shown in the following table.

Table 3. Value of Taxable Property Supported by the Project Over the Next 10 Years

Year	New Residential Property	The Project's Property			Subtotal Nonresidential Property	Total Residential & Nonresidential Property
		Land	Buildings & Other Real Prop. Improvements	Furniture, Fixtures, & Equipment		
1	\$3,393	\$0	\$65,667	\$38,667	\$104,333	\$107,727
2	\$6,922	\$0	\$83,647	\$68,133	\$151,780	\$158,702
3	\$14,122	\$53,333	\$151,986	\$127,600	\$332,920	\$347,041
4	\$14,404	\$54,400	\$155,026	\$113,733	\$323,159	\$337,563
5	\$14,692	\$55,488	\$158,127	\$99,867	\$313,481	\$328,173
6	\$14,986	\$56,598	\$161,289	\$86,000	\$303,887	\$318,873
7	\$15,286	\$57,730	\$164,515	\$72,133	\$294,378	\$309,664
8	\$15,591	\$58,884	\$167,805	\$58,267	\$284,956	\$300,548
9	\$15,903	\$60,062	\$171,161	\$44,400	\$275,623	\$291,527
10	\$16,221	\$61,263	\$174,584	\$34,400	\$270,248	\$286,469

The taxable value of residential property represents the value of properties that may be constructed as a result of new workers moving to the community.

This analysis assumes the residential real property appreciation rate to be 2.0% per year. The Project's real property is assumed to appreciate at a rate of 2.0% per year. The analysis assumes the Project's furniture, fixtures, and equipment will depreciate over time according to the depreciation schedule shown in Appendix A.

Temporary Construction Impact

The Project will include an initial period of construction lasting 3 year(s) where \$0.4 million will be spent to construct new buildings and other real property improvements. It is assumed that 50.0% of the construction expenditure will be spent on materials and 50.0% on labor. The temporary construction activity will support temporary economic impacts in the community in the form of temporary construction employment and sales for local construction firms.

Table 3. Spending and Estimated Direct Employment Impact of Project-Related Construction Activity

	Amount
Total construction expenditure	\$447,000
Materials	\$223,500
Labor	\$223,500
Temporary Construction Workers Supported (Average Earnings = \$44,250)	5.1

The following table presents the temporary economic impacts resulting from the construction.

Table 4. Temporary Economic Impact of Project-Related Construction Activity

	Direct	Indirect & Induced	Total
Number of temporary direct, indirect, and induced job years to be supported*	5.1	3.2	8.3
Salaries to be paid to direct, indirect, and induced workers	\$223,500	\$102,430	\$325,930
Revenues or sales for businesses related to construction	\$447,000	\$332,792	\$779,792

* A job year is defined as full employment for one person for 2080 hours in a 12-month span.

Gross receipt tax calculations related to construction activity are presented in the following table. The gross receipts tax revenue generated from construction-period taxable spending is included in the fiscal impact for affected districts.

Table 5. Construction-Related Taxable Spending

	Estimate
Expenditure for Materials	\$223,500
Percent of Materials subject to local gross receipts tax	0.0%
<u>Subtotal Taxable Materials</u>	<u>\$0</u>
Expenditure for Labor / Paid to construction workers	\$223,500
Percent of gross earnings spent on taxable goods and services	25.0%
Percent of taxable spending done locally	25.0%
<u>Subtotal Taxable Construction Worker Spending</u>	<u>\$13,969</u>
Expenditure for Furniture, Fixtures, & Equipment (FF&E)	\$416,000
Percent of FF&E subject to local gross receipts tax	25.0%
<u>Subtotal Taxable FF&E Purchases</u>	<u>\$104,000</u>
Total Construction-Related Taxable Spending	\$117,969

The above construction analysis focuses on the impact resulting from the Project's initial construction investments over the first 3 year(s).

Fiscal Impact Overview

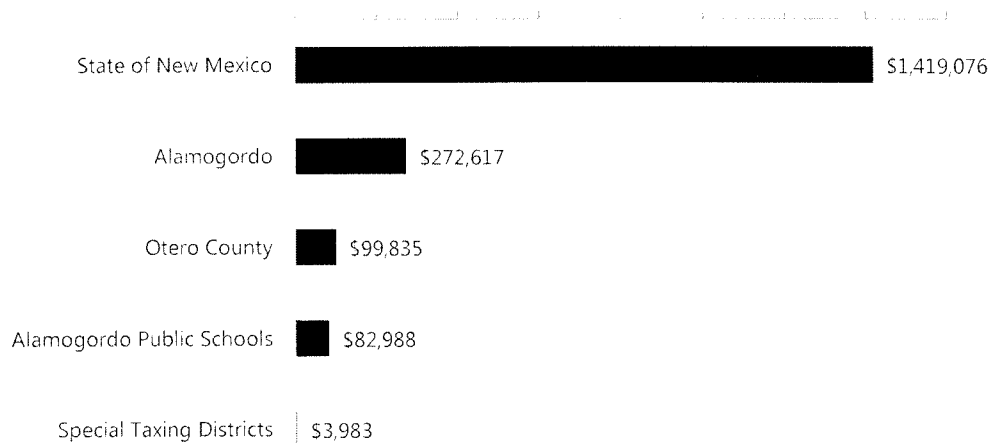
The Project will generate additional benefits and costs for local taxing districts, a summary of which is provided below. The source of specific benefits and costs are provided in greater detail for each taxing district on subsequent pages. Overall, the City will receive approximately \$272,600 in net benefits over the 10-year period and the Project will generate \$1,878,500 in total for all local taxing districts.

Table 6. Fiscal Net Benefits Over the Next 10 Years for the State and Local Taxing Districts

	Benefits	Costs	Net Benefits	Present Value of Net Benefits*
State of New Mexico	\$2,182,932	(\$763,857)	\$1,419,076	\$1,047,209
Alamogordo	\$394,699	(\$122,082)	\$272,617	\$207,127
Otero County	\$138,259	(\$38,425)	\$99,835	\$75,776
Alamogordo Public Schools	\$159,988	(\$77,000)	\$82,988	\$61,929
Special Taxing Districts	\$3,983	\$0	\$3,983	\$3,011
Total	\$2,879,861	(\$1,001,363)	\$1,878,498	\$1,395,052

* The Present Value of Net Benefits expresses the future stream of net benefits received over several years as a single value in today's dollars. Today's dollar and a dollar to be received at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. This analysis uses a discount rate of 5% to make the dollars comparable.

Figure 1. Net Benefits Over the Next 10 Years for the State and Local Taxing Districts



State of New Mexico

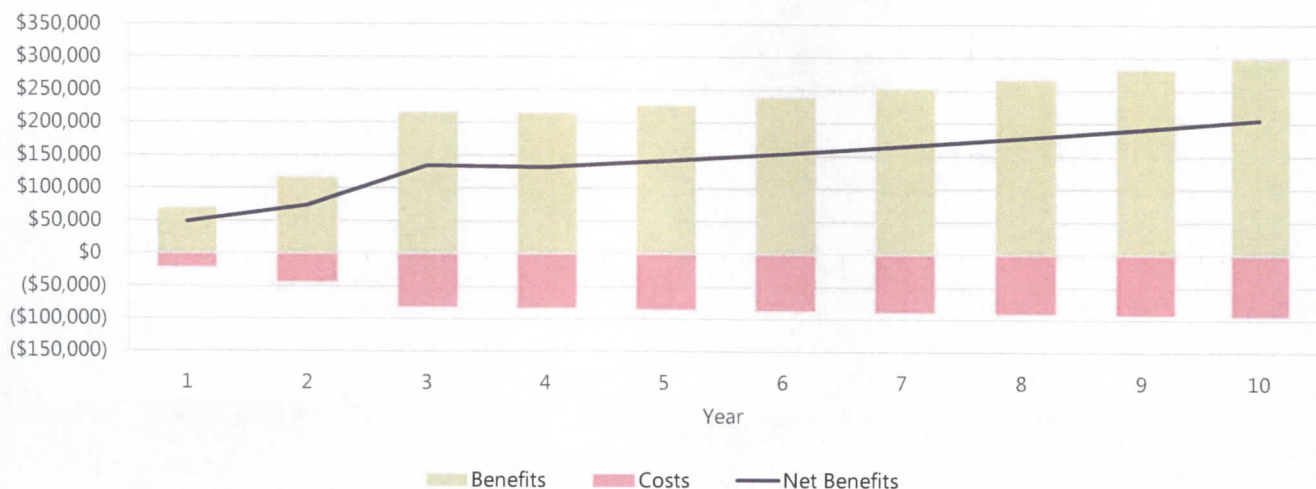
The table below displays the estimated additional benefits to be received by the State of New Mexico over the first 10 years. The project is expected to have a small effect on the statewide population and therefore some additional statewide costs to provide additional services were estimated for the state. Appendix C contains the year-by-year calculations.

Table 7. State of New Mexico: Benefits, Costs, and Net Benefits Over the Next 10 Years

	Amount
Gross Receipts Taxes	\$334,081
Real Property Taxes - Project	\$2,600
FF&E Property Taxes - Project	\$1,011
Property Taxes - New Residential	\$179
Personal Income Taxes	\$630,713
Corporate Income Taxes	\$22,702
Miscellaneous Taxes & User Fees	\$1,191,646
<u>Subtotal Benefits</u>	<u>\$2,182,932</u>
Cost of Providing State Services	(\$763,857)
<u>Subtotal Costs</u>	<u>(\$763,857)</u>
Net Benefits	\$1,419,076
<i>Present Value (5% discount rate)</i>	<i>\$1,047,209</i>

Gross receipts taxes are estimated on new taxable gross receipts resulting from the project. Property taxes are estimated on the firm's property and new residential property constructed. Personal income taxes are estimated based on an effective income tax rate and the earnings of new direct and indirect workers. Corporate income taxes on the direct activity is based on the net taxable income projected by the company. Corporate income taxes on the indirect activity is estimated on a per indirect worker basis and the observed statewide corporate income tax collections per worker. To the extent that the project will result in an increase in new households in the state, additional miscellaneous taxes and user fees have been estimated for the state. Additionally, the costs to provide state services to these new households were also estimated based on recent state expenditure data as detailed in the Appendix.

Figure 2. Annual Fiscal Net Benefits for the State of New Mexico



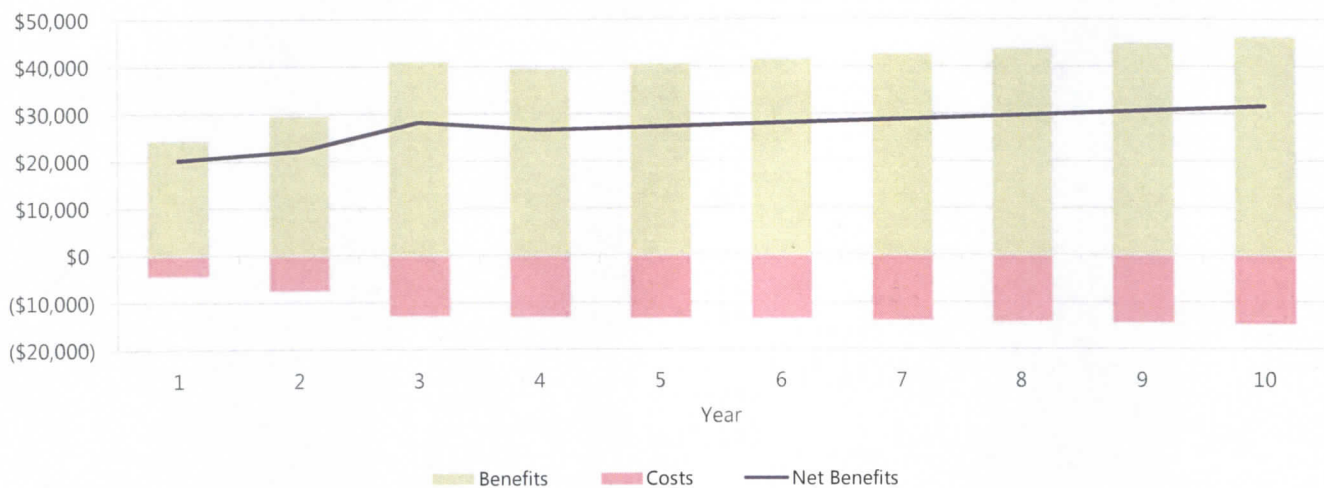
Alamogordo

The table below displays the estimated additional benefits, costs, and net benefits to be received by the City over the next 10 years of the Project. Appendix C contains the year-by-year calculations.

Table 8. Alamogordo: Benefits, Costs, and Net Benefits Over the Next 10 Years

	Amount
Gross Receipts Taxes	\$260,321
Real Property Taxes - Project	\$17,015
FF&E Property Taxes - Project	\$6,615
Property Taxes - New Residential	\$883
Utility Revenue	\$53,791
Utility Franchise Fees	\$13,096
Building Permits and Fees	\$0
Lodgers Taxes	\$719
Miscellaneous Taxes & User Fees	\$42,259
<u>Subtotal Benefits</u>	<u>\$394,699</u>
Cost of Providing Municipal Services	(\$66,677)
Cost of Providing Utility Services	(\$55,405)
<u>Subtotal Costs</u>	<u>(\$122,082)</u>
Net Benefits	\$272,617
Present Value (5% discount rate)	\$207,127

Figure 3. Annual Fiscal Net Benefits for the Alamogordo



Otero County

The table below displays the estimated additional benefits, costs, and net benefits to be received by the County over the next 10 years of the Project. Appendix C contains the year-by-year calculations.

Table 9. Otero County: Benefits, Costs, and Net Benefits Over the Next 10 Years

	Amount
Gross Receipts Taxes	\$75,398
Real Property Taxes - Project	\$22,652
FF&E Property Taxes - Project	\$8,807
Property Taxes - New Residential	\$1,571
Building Permits and Fees	\$0
Miscellaneous Taxes & User Fees	\$29,831
<u>Subtotal Benefits</u>	<u>\$138,259</u>
Cost of Providing County Services	(\$38,425)
<u>Subtotal Costs</u>	<u>(\$38,425)</u>
Net Benefits	\$99,835
<i>Present Value (5% discount rate)</i>	<i>\$75,776</i>

Alamogordo Public Schools

The table below displays the estimated additional benefits, costs, and net benefits to be received by the school district over the next 10 years of the Project. Appendix C contains the year-by-year calculations.

Table 10. Alamogordo Public Schools: Benefits, Costs, and Net Benefits Over the Next 10 Years

	Amount
Real Property Taxes - Project	\$16,466
FF&E Property Taxes - Project	\$6,402
Property Taxes - New Residential	\$1,086
State Equalization Guarantee	\$136,035
<u>Subtotal Benefits</u>	<u>\$159,988</u>
Cost of Educating New Students	(\$77,000)
<u>Subtotal Costs</u>	<u>(\$77,000)</u>
Net Benefits	\$82,988
<i>Present Value (5% discount rate)</i>	<i>\$61,929</i>

Benefits for Other Taxing Districts

The table below displays the estimated additional property taxes to be received by other property taxing districts over the next 10 years of the Project. Appendix C contains the year-by-year calculations.

Table 11. Other Taxing Districts: Benefits Over the Next 10 Years

	Amount
Real Property Taxes - Project	\$2,755
FF&E Property Taxes - Project	\$1,071
Property Taxes - New Residential	\$157
Benefits	\$3,983
<i>Present Value (5% discount rate)</i>	<i>\$3,011</i>

Overview of Methodology

This report presents the results of an analysis undertaken by the New Mexico Economic Development Department using Total Impact, an economic and fiscal impact analysis tool developed and supported by the Austin, TX based economic consulting firm, Impact DataSource.

The Total Impact model combines project-specific attributes with community data, tax rates, and assumptions to estimate the economic impact of the Project and the fiscal impact for local taxing districts over a 10-year period.

The economic impact as calculated in this report can be categorized into two main types of impacts. First, the direct economic impacts are the jobs and payroll directly created by the Project. Second, this economic impact analysis calculates the indirect and induced impacts that result from the Project. Indirect jobs and salaries are created in new or existing area firms, such as maintenance companies and service firms, that may supply goods and services for the Project. In addition, induced jobs and salaries are created in new or existing local businesses, such as retail stores, gas stations, banks, restaurants, and service companies that may supply goods and services to new workers and their families.

The economic impact estimates in this report are based on the Regional Input-Output Modeling System (RIMS II), a widely used regional input-output model developed by the U. S. Department of Commerce, Bureau of Economic Analysis. The RIMS II model is a standard tool used to estimate regional economic impacts. The economic impacts estimated using the RIMS II model are generally recognized as reasonable and plausible assuming the data input into the model is accurate or based on reasonable assumptions. Impact DataSource utilizes county-level multipliers to estimate the impact occurring at the sub-county level.

Two types of regional economic multipliers were used in this analysis: an employment multiplier and an earnings multiplier. An employment multiplier was used to estimate the number of indirect and induced jobs created or supported in the area. An earnings multiplier was used to estimate the amount of salaries to be paid to workers in these new indirect and induced jobs. The employment multiplier shows the estimated number of total jobs created for each direct job. The earnings multiplier shows the estimated amount of total salaries paid to these workers for every dollar paid to a direct worker. The multipliers used in this analysis are listed below:

Multiplier		City	County	State
Employment Multiplier	(Type II Direct Effect)	1.2394	1.3192	1.6189
Earnings Multiplier	(Type II Direct Effect)	1.2845	1.3793	1.7355

Calculation of Fiscal Impact

Calculation of Revenues for the State

The state's revenues from gross receipts taxes, property taxes, personal and corporate income taxes were estimated directly using data entered about the project and state tax rates and assumptions about workers moving to the area and possibly building new property.

Impact DataSource estimated the miscellaneous taxes and user fees as a function of statewide personal income. The data used to estimate these factors were obtained from the US Census of Governments and the Bureau of Economic Analysis. Next, these percentages were applied to the total increase in workers' earnings from the economic impact calculations to determine the annual miscellaneous taxes and user fees to be collected by the state related to the permanent increase in economic activity supported by the project.

The fiscal costs associated with the project result from the portion of new worker households that relocate to New Mexico to take a job and the resulting costs to provide state services to these new residents. Impact DataSource estimated the cost of providing state services to new worker households moving to the state by applying the average per household cost of state expenditures to the estimated number of new workers new to the state.

Impact DataSource determined the marginal cost to provide state government services on per household in the state by using approximately 40% of the average cost. The data used to estimate these costs were obtained from the US Census of Governments and US Census. On average, the state incurs \$5,000 in costs to provide these services to households.

Calculation of Revenues for the City

The city's revenues from gross receipts taxes, property taxes, city-owned utilities, utility franchise fees, lodging taxes, and building permits and fees were estimated directly using data entered about the project and local tax rates and assumptions about workers moving to the area and possibly building new property.

The new firm was not asked for nor could reasonably provide some data for calculating some other revenues for the city. For example, while the city will likely receive revenues from fines paid on speeding tickets given to new workers at the firm, the firm may not reasonably know the propensity of its workers to speed. Therefore, some other city revenues were calculated using an average revenue approach. This approach uses two assumptions:

- 1 - The city has two general revenue sources -- revenues from residents and revenues from businesses.
- 2 - The city will collect (a) about the same amount of other revenues from each household of new workers that may move to the city as it currently collects from an average household of existing residents, and (b) about the same amount of other revenues from the new firm (on a per worker basis) will be collected as the city collects from other businesses in the city.

Using this average revenue approach, revenues likely to be received by the city were calculated from the households of new workers who may move to the city and from the new firm using average city revenues per household and per worker calculations. These revenues are labeled as miscellaneous taxes and user fees.

The total annual city revenues used to make average revenue calculations in this analysis were obtained from the city's latest annual budget and the per household and per worker and calculations are detailed in Appendix A.

Calculation of Costs for the City

This analysis sought to answer the question, what additional monies will the city have to spend to provide services to households of new workers who may move to the city and to the firm. A marginal cost approach was used to calculate additional city costs from the new firm and its workers.

This approach uses two assumptions:

- 1 - The city spends money on services for two general groups -- residents and businesses.
- 2 - The city will spend (a) about the same amount for variable or marginal cost for each household of new workers that may move to the city as it currently spends for an average household of existing residents, and (b) about the same amount for variable or marginal costs for the new firm (on a per worker basis) as it spends for other businesses in the city.

Calculation of Net Benefits for the City

Net benefits calculated in this analysis are the difference between additional city revenues over a ten-year period and additional city costs to provide services to the new firm and its workers and indirect workers who may move to the city.

DROUGHT ADAPTATION | METHODOLOGY

Calculation of Revenues, Costs and Net Benefits for the County

The model estimates additional revenues, costs and net benefits for the county using the same methodology described for the city relying on county budget data.

Calculation of Revenues for Public Schools

The school district's revenues from property taxes were calculated on the new residential property for some new direct and indirect workers who may move to the county and on the firm's property that will be added to local tax rolls.

However, school district revenues from state and federal funds and other local funding were calculated using an average revenue approach. This approach used the assumption that the school district will collect about the same amount of these revenues for each new student in the household of a new worker who may move to the county as it currently collects for each existing student.

Calculation of Costs for Public Schools

A marginal cost approach was used to calculate additional school district costs from the new firm and its workers. This approach uses the assumption that the school district will spend about the same amount for variable or marginal cost for each new student as it spends for each existing student.

Calculation of Net Benefits for Public Schools

Net benefits calculated in this analysis are the difference between additional school district revenues over a ten-year period and marginal costs for the school district to provide services to students in the households of new workers who may move to the county.

The school district's total annual revenues and expenses to make average revenue and marginal costs calculations in this analysis were obtained from the school district's latest annual budget.

Calculation of Property Taxes to be Collected by Countywide Special Taxing Districts

Revenues for countywide special taxing districts from property taxes were calculated on the new residential property for some new direct and indirect workers who may move to the county and on the firm's property that will be added to local tax rolls.

While each of these special taxing districts may incur additional costs from new residents and from the new firm, these additional costs were not calculated in this analysis.

About Impact DataSource

Impact DataSource is an Austin economic consulting, research, and analysis firm founded in 1993. The firm has conducted over 2,500 economic impact analyses of firms, projects, and activities in most industry groups in New Mexico and more than 30 other states.

In addition, Impact DataSource has prepared and customized more than 50 economic impact models for its clients to perform their own analyses of economic development projects. These clients include the Frisco EDC in Texas and the Metro Orlando (Florida) Economic Development Commission.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 01/09/2018

Report Date: 01/02/2018

Report No: 11.

Submitted By: Petria Schreiber

Subject: Consider and act upon, first publication of Ordinance No. 1561 to amend Sections 2-15-040 and 2-15-050 of the Alamogordo Code of Ordinances Regarding the Gross Receipts Investment Program.
(*Petria Schreiber, City Attorney*) **Roll Call Vote Required**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve Ordinance No.1561 for first publication.

Background: Amending Section 2-15-040(1) to clarify the intent of construction and amending Section 2-15-050 to add subsections to add time limits.

ORDINANCE NO. 1561

TO AMEND §2-15-040 AND §2-15-050 OF THE ALAMOGORDO CODE OF ORDINANCES REGARDING THE GROSS RECEIPTS INVESTMENT PROGRAM

WHEREAS, the Article 2-15 of the Alamogordo Code of Ordinances was adopted October 12, 2010 establishing the Gross Receipts Investment Program; and

WHEREAS, it is necessary to clarify the application procedure to ensure that funds are available and correctly allocated.

BE IT THEREFORE ORDAINED by the City Commission of the City of Alamogordo, New Mexico that the Code of Ordinances of the City of Alamogordo, New Mexico is hereby amended as follows:

SECTION ONE

2-15-040. - Eligibility.

In order for a development to qualify for reimbursement under the GRIP, it must:

- (1) Demonstrate that the development involves the building of a structure, or the expansion **or rehabilitation** of an existing structure, for use by an eligible entity with a value in excess of fifty thousand dollars (\$50,000.00);
- (2) The contractor must have, or establish, and maintain a physical presence in the city sufficient to subject the development to local option gross receipts tax; and
- (3) The contractor must give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. For purposes of determining eligibility, the value of the project shall be equal to the valuation assigned to a project by the construction industries division of the state regulation and licensing department pursuant to 14.5.5.10 NMAC for purposes of establishing a building permit fee.

SECTION TWO

2-15-050. - Application procedure.

- (a) All GRIP reimbursement requests shall be made in writing on a form prescribed by the city. The applicant must show that the reimbursement is a deciding factor in the decision to establish or expand the eligible entity in the city.
- (b) All applications in which the anticipated reimbursement is anticipated to be in excess of ten thousand dollars (\$10,000) shall be submitted and approved prior to commencement of the project.
- (c) No applications for reimbursement shall be accepted for projects on which the reimbursement is less than ten thousand dollars (\$10,000) more than one year after the commencement of the project.
- (b d) Prior to entering into a GRIP agreement, the city commission shall receive and consider a recommendation from the city manager, or designee, said recommendation being based on the factors listed in section 2-15-060.
- (e e) If the GRIP application is approved, the commission shall, by resolution:
- (1) Approve the agreement with the developer providing for the GRIP reimbursement payments; and
 - (2) Create and establish a special fund of the city in which the allocated gross receipts tax revenues from the development shall be deposited and available for reimbursement to the applicant.

(Ord. No. 1379, § 5, 10-12-10)

DONE this _____ day of _____, 2018

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Richard A. Boss, Mayor

ATTEST:

APPROVED AS TO FORM:

Rachel Hughs, City Clerk

Petria Schreiber, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 01/09/2018

Report Date: 01/02/2018

Report No: 12.

Submitted By: Petria Schreiber

Subject: Consider and act upon, Resolution No. 2018-04 authorizing execution of a Gross Receipts Investment Program ("GRIP") Agreement Between the City of Alamogordo and Malhotra Foods, Inc. (*Petria Schreiber, City Attorney*) **Roll Call Vote Required**

Fiscal Impact: \$3,425.21

Amount Budgeted: \$100,000.00

Fund: General Fund 011-2400-419.57-18 Incentives

Additional Fiscal Impact:

Recommendation: Approve the execution of the GRIP agreement between the City of Alamogordo and Malhotra Foods, Inc.

Background: The application for Gross Receipts Tax Abatement was approved by the Commission on October 24, 2017. The final reimbursement to abate gross receipts for the construction project is \$3,425.21.

RESOLUTION NO. 2018- 04

A RESOLUTION AUTHORIZING EXECUTION OF A GROSS RECEIPTS INVESTMENT PROGRAM ("GRIP") AGREEMENT BETWEEN THE CITY OF ALAMOGORDO AND MALHOTRA FOODS, INC

BE IT RESOLVED by the City Commission of the City of Alamogordo, New Mexico as follows:

1. That the form and substance of a certain Gross Receipts Investment Program Agreement (the "Agreement"), between the City of Alamogordo (the "City") and Malhotra Foods, Inc. (the "Developer"), as set forth in the form of the Agreement submitted to this meeting, is hereby approved.
2. That the City Manager is hereby authorized and directed for and on behalf of the City to execute the Agreement substantially in the form approved in the foregoing paragraph of this Resolution.
3. That Malhotra Foods, Inc., DBA: Subway #66132, shall be refunded the portion of gross receipts tax and municipal gross receipts tax paid to the City of Alamogordo for construction and remodeling of the location at 3181 North White Sands Blvd., Alamogordo, New Mexico in the total amount of three thousand, four hundred twenty-five dollars and twenty-one cents (\$3425.21).
4. That the proper officials, agents and employees of the City are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the City in accordance with the provisions of the Agreement.

DONE this _____ day of January, 2018.

CITY OF ALAMOGORDO, NEW MEXICO
A New Mexico municipal corporation

By: _____
Richard A. Boss, Mayor

ATTEST:

APPROVED AS TO FORM:

Rachel Hughs, City Clerk

Petria Schreiber, City Attorney

GROSS RECEIPTS INVESTMENT PROGRAM (“GRIP”) AGREEMENT

THIS AGREEMENT made on this _____ day of January, 2018 between the City of Alamogordo, a New Mexico municipal corporation (“City”), and Malhotra Foods, Inc., d/b/a Subway #66132, a New Mexico corporation, with a mailing address of 2154 Sedona Hills Parkway, Las Cruces, NM 88011 (“Developer”).

WHEREAS, pursuant to Ordinance No. 1379, passed on October 12, 2010, the City is authorized to enter into “Gross Receipts Investment Program” (“GRIP”) Agreements with qualified applicants for eligible projects, as defined in said Ordinance, in order to provide new job opportunities within the City, promote the economic growth and welfare of the City, and to improve the City through new construction and or the rehabilitation of existing commercial or industrial property; and

WHEREAS, Developer owns certain improvements to real property and all equipment associated thereto within the City located at 3181 N. White Sands Blvd., Alamogordo, New Mexico, and legally described as White Sands Mall, Tract 4, Alamogordo, Otero County, New Mexico; and

WHEREAS, Developer has made application (attached hereto as Exhibit “A”) for reimbursement of certain gross receipts taxes directly attributable to construction activities associated with the project as described in the application; and

WHEREAS, in said application, the Developer states that the total cost of the Project is \$211,434.46 (see receipts attached hereto as Exhibit “B”); and

WHEREAS, after having considered the application, the City Commission has concluded that the economic and other benefits of the Project to the City will be substantial, that it is desirable and necessary at this time to authorize the City to enter into the Agreement, and that the City's provision of the assistance contemplated by the Agreement will foster, promote and enhance the economic growth and welfare of the City, and improve the City through new construction and or the rehabilitation of existing commercial or industrial property; and

WHEREAS, by Resolution 2018-04, the City Commission has authorized the City Manager to execute this GRIP Agreement with the Developer.

NOW THEREFORE the parties hereto do mutually agree as follows:

1. General Terms.

(a) The Project consists of the rehabilitation and remodeling of a 1581 square foot commercial structure which will include a Subway sandwiches and salads franchise, at 3181 N. White Sands Blvd. Developer, after receipt of the promises and inducements contained herein, agrees to develop the Project in accordance with plans and specifications approved by the Construction Industries Division of the New Mexico Regulation and Licensing Department. The cost of the improvements is \$198,563.02 exclusive of gross receipts tax.

(b) The parties hereto acknowledge, and the Developer represents and warrants, that: (i) the Project involves the building of a structure, or the expansion or

rehabilitation of an existing structure, for use by a commercial activity whose services are partially subject to gross receipts tax, said structure to have a value in excess of \$50,000; (ii) the Developer has, or will establish, and maintain a physical presence in the City sufficient to subject the Project to Local Option Gross Receipts Tax; and (iii) the Developer will give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency.

(c) For purposes of this Agreement, the use of the terms “gross receipts tax” and “gross receipts tax revenue” shall be construed to refer to that net portion of the tax imposed by the State of New Mexico for distribution to the City pursuant to the Gross Receipts and Compensating Tax Act and which are collected by the State of New Mexico and distributed to the City (current rate = 1.225%), and all revenue derived from such taxes, and that portion of the tax imposed by the City pursuant to the Municipal Gross Receipts Tax Act (current rate = 0.5%), and all revenue derived from such taxes. It is expressly understood that if a governmental or legislative body other than the City enacts any law or statute which results or which may result in any material changes or amendments to the foregoing provisions, which changes or amendments prohibit the City from complying with this Agreement or which adversely affect the City’s ability to comply herewith, then the City and the Developer shall reevaluate this Agreement and the incentives provided hereunder and may mutually agree to restructure the Agreement. If a restructured agreement cannot be agreed to by both parties within a reasonable period of time not more than sixty (60) days from the effective date of the law or statute which has materially affected the City’s compliance herewith, then this Agreement shall automatically terminate releasing both parties from their obligations hereunder.

2. Municipal Gross Receipts Tax Payment. The City agrees to rebate to the Developer the municipal gross receipts tax revenues directly attributable to construction of the Project. The total in gross receipt tax revenues will be abated pursuant to this Agreement ($\$198,563.02 \times 1.7250\%$) is \$3,425.21.

3. No General Obligation/Special Fund. It is an overriding consideration and determination of the City that existing sources of its gross receipts tax revenues shall not be used, impaired or otherwise affected by this Agreement. Therefore, only the gross receipts tax revenue generated by the construction of the Project shall be subject to rebate under this Agreement. The City shall collect and hold all such tax revenue in a separate account apart from the gross receipts tax revenues generated by and collected from the other tax generating uses and businesses within the City. The City hereby states that this Agreement would not be adopted or implemented but for the provisions of this Paragraph. The amount due pursuant to this Agreement shall not be a general obligation of the City. The City shall not have an obligation to pay any amounts to Developer except an amount equal to the City’s share of the tax imposed by the State of New Mexico for distribution to the City pursuant to the Gross Receipts and Compensating Tax Act (current rate = 1.225%), and that portion of the tax imposed by the City pursuant to the Municipal Gross Receipts Tax Act (current rate = 0.5%).

4. Term. The term of this Agreement shall be thirty-six (36) months from the date of issuance of a building permit for the Project. Upon receipt of the maximum rebate amount by Developer in accordance with this Agreement, the City's obligation to rebate gross receipts tax

revenue to Developer shall terminate, but all other provisions of this Agreement shall remain in full force and effect through the end of the thirty-six (36) month term. Upon expiration of the term of this Agreement, the parties' obligations hereunder shall terminate, whether or not the maximum amount of gross receipts tax revenue rebate has been reached.

5. Escrow. The parties agree that in the event of any legal challenge to this Agreement, the City shall place any and all funds to which the Developer would have a claim under the terms of this Agreement in an interest bearing account, capable of separate identification, during the pendency of the legal challenge. Upon any final decision upholding the enforceability of this Agreement, all amounts in such account, including principal and accrued interest, shall be paid forthwith to the Developer. If this Agreement is determined to be invalid or unenforceable, all amounts in such account, including principal and accrued interest, shall be deposited by the City into its general fund and the Developer shall have no further claim thereto. The parties covenant that neither will initiate any legal challenge to the validity or enforceability of this Agreement, and the parties will cooperate in defending the validity or enforceability of this Agreement against any challenge by any third party.

6. Approval and Modification. This Agreement shall take effect only upon approval by the Alamogordo City Commission at a regular or special City Commission meeting. No modification of this Agreement shall be valid or binding unless the same is in writing and approved by the City Commission at a regular or special meeting.

7. Assignment. This Agreement shall be binding upon and inure to the benefit of the Developer and the City. The City's commitment to make the payments hereunder are made for the benefit of the Developer, and shall be enforceable by the Developer or any affiliate of the Developer or other party who is a successor-in-title to Developer's interest in the Project and has assumed in writing the duties and obligations of the Developer, provided that nothing shall require the Developer to assign the benefits of this Agreement to any successor-in-title to Developer's interest in the Project and the City agrees that the Developer may transfer title to the Project while retaining the benefits of this Agreement. The Developer shall also have the right to assign this Agreement, and the City's obligation to make payment of the gross receipts tax revenues, to a third party independent of a transfer of title to the Project, including, but not limited to, any assignment, pledge or encumbrance of the Developer's rights under this Agreement in favor of any lender or other person providing financing for construction and development of the Project. The term "affiliate" shall mean an entity or individual which directly or indirectly controls, is controlled by, or is under common control with any identified person and, as to natural persons, shall also include the immediate family of such persons. Except as authorized in this Paragraph, this Agreement is personal to the Developer. This Agreement shall not run with the land.

8. Controlling Law and Venue. This Agreement shall be construed pursuant to the laws of the State of New Mexico. Exclusive jurisdiction for the resolution of any dispute relating to this Agreement is hereby vested in the Otero County District Court or the United States District Court of New Mexico.

9. Contingency; No Debt. The City's financial obligations under this Agreement are specifically contingent upon annual appropriation of funds sufficient to perform such obligation. This Agreement shall never constitute a debt or obligation of the City within any statutory or constitutional provision. Each year, the City shall include in the budget presented to the City Commission a proposed appropriation for the rebate of the gross receipts tax revenues to which Developer is entitled under this Agreement, if any. The decision of the City Commission not to appropriate funds in any given year shall not affect, impair or invalidate any of the remaining provisions of this Agreement in future years, and the failure of the City in any year to appropriate the gross receipts tax revenues otherwise due Developer shall cause the term of this Agreement to be extended by one year. Without contradiction of the preceding sentence, the City does hereby state that it is the present intent and expectation of the parties that the City will make all of the payments contemplated by this Agreement.

10. No Joint Venture. Notwithstanding any provision hereof, the City shall never be a joint venture in any private entity or activity which participates in this Agreement, and the City shall never be liable or responsible for any debt or obligation of any participant in this Agreement.

11. No Third-Party Beneficiaries. Except as may be expressly provided herein, there are no intended third-party beneficiaries to this Agreement.

12. Force Majeure. The time of performance of any duty or obligation of Developer or the City hereunder shall be extended for the period during which performance was delayed or impeded by reason of riots, insurrections, war, fire, casualty, earthquake, acts of God, or other reasons of a like nature not the fault of the party performing such duty or obligation.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Maggie Paluch, City Manager

ATTEST:

Rachel Hughs, City Clerk

Malhotra Foods, Inc., d/b/a Subway #66132

APPROVED AS TO FORM

By: _____
Pankaj Kumar Malhotra

Petria Schreiber, City Attorney

DETAIL OF INVOICES FOR SUBWAY 66132, 3181 NORTH WHITE SANDS BLVD, ALAMOGORDO, NM 88310

Date	Description	Invoice Number	Amount	Sales Tax Paid	Comments
5/16/2016	National Construction	1606	\$27,000.00	\$2,000.00	invoice attached
6/15/2016	National Construction	1606-2	\$27,000.00	\$2,000.00	invoice attached
8/22/2016	National Construction	1606-3	\$27,000.00	\$2,000.00	invoice attached
9/20/2016	National Construction	1606-4	\$33,511.32 <i>114,511.32</i>	\$2,482.32 <i>8482.32</i>	invoice attached
	SUBWAY EQUIPMENT				
	\$103,526.49-\$8,610.26 (Refund)		\$94,916.24	\$4,262.22	Details and invoices attached
	FLUORESCENT SIGNS				
7/26/2016		47013	\$2,006.90	\$126.90	Details and invoices attached
	TOTAL		\$211,434.46	\$12,871.44	

Subway Build Out White Sands Mall

APPLICATION NO.:
APPLICATION DATE:
PERIOD FROM:
PERIOD TO:

A	B	C	D		E		F	G		H
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	Previous Applications		WORK COMPLETED This Application		Stored Materials (not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C - G)
			Applications		Work in Place					
1	General Conditions	\$ 20,930.00		0.00	0.00		0.00	0.00	0%	0
3	Demolition	5,533.00		0.00	0.00		0.00	0.00	0%	5,533.00
4	Concrete	380.00		0.00	0.00		0.00	0.00	0%	380.00
5	Carpentry - Rough	1,465.00		0.00	0.00		0.00	0.00	0%	1,465.00
6	Carpentry - Finish	1,260.00		0.00	0.00		0.00	0.00	0%	1,260.00
7	Thermal & Moisture Protection	140.00		0.00	0.00		0.00	0.00	0%	140.00
8	Doors, Windows & Hardware	187.00		0.00	0.00		0.00	0.00	0%	187.00
9	Gypsum Drywall	2,681.00		0.00	0.00		0.00	0.00	0%	2,681.00
10	Acoustic Ceiling	4,170.00		0.00	0.00		0.00	0.00	0%	4,170.00
11	Resilient & Tile	17,619.00		0.00	0.00		0.00	0.00	0%	17,619.00
12	FRP	2,146.00		0.00	0.00		0.00	0.00	0%	2,146.00
13	Painting	1,912.00		0.00	0.00		0.00	0.00	0%	1,912.00
14	Equipment	3,064.00		0.00	0.00		0.00	0.00	0%	3,064.00
15	Furnishings	6,003.00		0.00	0.00		0.00	0.00	0%	6,003.00
16	Mechanical	21,455.00		0.00	0.00		0.00	0.00	0%	21,455.00
17	Electrical	14,350.00		0.00	0.00		0.00	0.00	0%	14,350.00
	TOTALS	\$103,295.00		\$0.00	\$0.00		\$0.00	0.00	0%	103,295.00



Pankaj Malhotra <pkm211@gmail.com>

313 account for store 66132

Lori Moore <moore_l@subway.com>

Thu, Dec 29, 2016 at 8:41 AM

To: "pkm211@gmail.com" <pkm211@gmail.com>

Hi Kumar-

Attached is the information you requested.

1st attachment-a copy of your 313 activity report with the calculations on how we came to charge the amount of sales tax; the percentage charged was 5.125%. The pages are backwards, so the first page you see is the last page, page 5.

2nd attachment-a clean copy, no markings or information but these pages are in order and you will see on the last page, page 4, towards the bottom on the left you will see "Sales Tax", follow over to the right, you will see the amount of \$4262.22 was charged to your account to pay the Use Sales Tax.

Also, you will see the cash receipt amount you paid toward the equipment was \$103526.49.

If there is anything else you need, please feel free to contact me. I will do my best to assist. Have a Happy New Year!

Regards,

Lori Moore

313 Const. Accts Payable Supervisor

Franchise World Headquarters, LLC

325 Sub Way

Milford, CT 06461

tel: (800)888-4848, ext. 1665

fax: (203) 783-7065

e-mail: moore_l@subway.com

LIVE FRESH CREATE GREAT



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2 attachments



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2018K



SKM_364e16122910280.pdf
1492K

325 Sub Way

Milford, CT 06461

tel: (800)888-4848, ext. 1665

fax: (203) 783-7065

e-mail: moore_l@subway.com

LIVE FRESH CREATE GREAT



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2 attachments

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2018K

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1492K



Pankaj Malhotra <pkm211@gmail.com>

313 account for store 66132

Lori Moore <moore_l@subway.com>

Thu, Dec 29, 2016 at 8:41 AM

To: "pkm211@gmail.com" <pkm211@gmail.com>

Hi Kumar-

Attached is the information you requested.

1st attachment-a copy of your 313 activity report with the calculations on how we came to charge the amount of sales tax; the percentage charged was 5.125%. The pages are backwards, so the first page you see is the last page, page 5.

2nd attachment-a clean copy, no markings or information but these pages are in order and you will see on the last page, page 4, towards the bottom on the left you will see "Sales Tax", follow over to the right, you will see the amount of \$4262.22 was charged to your account to pay the Use Sales Tax.

Also, you will see the cash receipt amount you paid toward the equipment was \$103526.49.

If there is anything else you need, please feel free to contact me. I will do my best to assist. Have a Happy New Year!

Regards,

Lori Moore

313 Const. Accts Payable Supervisor

Franchise World Headquarters, LLC

(2) Store # 66132

Sales for 0.*

Parkaj Melaka

F10 Fund 0.*

1,250.00 +	12,434.83 +
75.00 -	1,671.83 -
2,988.42 +	5,932.58 +
548.42 -	761.87 -
10,221.00 +	1,173.93 +
400.00 -	1,117.42 +
660.00 +	158.02 +
125.00 -	2,811.00 +
989.60 +	99.00 -
81.44 -	458.13 +
1,218.58 +	18.13 -
10.90 +	937.81 +
6.20 -	303.00 -
178.63 +	151.84 +
2,723.86 +	135.00 -
1,675.13 +	268.04 +
1,302.28 +	93.04 -
39.55 +	677.20 +
9.75 -	121.00 -
2,292.96 +	195.86 +
734.00 +	15.86 -
79.00 -	259.98 +
125.00 +	115.53 -
1,500.00 +	3,596.19 +
38.93 +	123.83 -
14.62 -	283.25 +
1,887.67 +	18.67 +
153.67 -	18.67 -
446.28 +	
12.50 +	
12.50 -	
18,296.15 +	
2,641.45 +	

018

2,641.45 -	83,165.20 +
1,120.00 +	83,165.20 +
907.00 +	5.125 x
357.20 +	4,262.22 *
6,697.17 +	
12,434.83 +	
1,671.83 -	
5,932.58 +	
761.87 -	
1,173.93 +	
1,117.42 +	
158.02 +	
2,811.00 +	
99.00 -	
458.13 +	
18.13 -	
937.81 +	
303.00 -	
151.84 +	
135.00 -	
268.04 +	
93.04 -	
677.20 +	
121.00 -	
195.86 +	
15.86 -	
259.98 +	
115.53 -	
3,596.19 +	
123.83 -	
283.25 +	
18.67 +	
18.67 -	

1,250.00 +	458.13 +
2,988.42 +	937.81 +
10,221.00 +	151.84 +
400.00 -	135.00 -
660.00 +	268.04 +
989.60 +	677.20 +
1,218.58 +	195.86 +
10.90 +	259.98 +
178.63 +	3,596.19 +
2,723.86 +	283.25 +
1,675.13 +	18.67 +
1,302.28 +	
39.55 +	
2,292.96 +	
734.00 +	
125.00 +	
1,500.00 +	
38.93 +	
1,887.67 +	
446.28 +	
12.50 +	
18,296.15 +	
2,641.45 +	
1,120.00 +	
907.00 +	
357.20 +	
6,697.17 +	
12,434.83 +	
5,932.58 +	
1,173.93 +	
1,117.42 +	
158.02 +	
2,811.00 +	

042

4,262.22 +

S-TAX PAID BY SUBWAY

041

103,526.49 -

000

12,872.48 +

S-TAX PAID BY SUBWAY

4,262.22 -

REFUND CHECK

8,610.26 *

DOCTOR'S ASSOCIATES INC.

To: PANKAJ MALHOTRA

31366132

Check Number:

1360390

Date:

10/17/2016

Invoice Number	Date	Description	Amount	Discount
133295	October 14, 2016	313S-66132-S	\$ 8,610.26	\$ 0.00

TOTALS: \$ 8,610.26 \$ 0.00

DOCTOR'S ASSOCIATES INC.
325 SUB WAY
MILFORD, CT 06461

CITY NATIONAL BANK OF FLORIDA
1450 BRICKELL AVE. SUITE 2800
MIAMI, FL 33131
63-436660 BR1

1360390

DATE 10/17/2016

PAY Eight Thousand Six Hundred Ten Dollars And 26 Cents

AMOUNT \$ 8,610.26

TWO SIGNATURES REQUIRED FOR AMOUNTS OVER \$1,000

VOID AFTER SIX MONTHS

TO THE ORDER OF PANKAJ MALHOTRA

Country : USA
For : Ralph
Thru : 2016-11-18

Subway
313 Account Activity Report

Page 1

Store # : 66132 Parka) K Mahotia (Nunar)

Open Date : 09/21/16

Address : 3181 N White Sands Blvd
Alamogordo, NM 88310

Coordinator : 606 Danielle Dionne

Vendor Name	Date	Edit List Num Amount	P.O. Num Amount	Invoice Num Amount	Transaction Cash Lease	Real Balances Cash Lease	Available Balances Cash Lease
CASH RECEIPT	05/19/16				103526.49		
DOCTOR'S ASSO	05/25/16	301595 3364.21	1687615V 272.11		-272.11	103526.49	103526.49
IPC POS	05/25/16	301595 3364.21	1687616C 3092.10		-3092.10	103526.49	103526.49
DOCTOR'S ASSO	05/25/16	300960100162.29	1687617V 4623.47		-4623.47	103526.49	103526.49
DUKE MANUFACT	05/25/16	300960100162.29	1687618C 24113.27		-24113.27	103526.49	103526.49
FOLDGRAFT CO.	05/25/16	300960100162.29	1687619C 7366.89		-7366.89	103526.49	103526.49
LOCKWOOD MANU	05/25/16	300960100162.29	1687620C 997.70		-997.70	103526.49	103526.49
NEMCO FOOD EQ	05/25/16	300960100162.29	1687621C 992.92		-992.92	103526.49	103526.49
NU-VU FOOD SE	05/25/16	300960100162.29	1687622C 588.50		-588.50	103526.49	103526.49
SUB TECHNOLOG	05/25/16	300960100162.29	1687623C 196.50		-196.50	103526.49	103526.49
CHEMCO CORFOR	05/25/16	300960100162.29	1687624V 26.74		-26.74	103526.49	103526.49
ADVANCED DISP	05/25/16	300960100162.29	1687625C 1842.65		-1842.65	103526.49	103526.49
INTERMETRO IN	05/25/16	300960100162.29	1687626C 720.50		-720.50	103526.49	103526.49
PIREXING SECU	05/25/16	300960100162.29	1687627C 1296.40		-1296.40	103526.49	103526.49
FRITO LAY	05/25/16	300960100162.29	1687628V 1232.00		-1232.00	103526.49	103526.49
BUNN-O-MATIC	05/25/16	300960100162.29	1687629C 1229.16		-1229.16	103526.49	103526.49
SSDC, INC. /KA	05/25/16	300960100162.29	1687630V 2996.25		-2996.25	103526.49	103526.49
ACP, INC.	05/25/16	300960100162.29	1687631C 33.79		-33.79	103526.49	103526.49
COENELIUS INC	05/25/16	300960100162.29	1687632C 27.50		-27.50	103526.49	103526.49
DOCTOR'S ASSO	05/25/16	300960100162.29	1687633C 173.82		-173.82	103526.49	103526.49
FRANCHISE SH	05/25/16	300960100162.29	1687634V 137.50		-137.50	103526.49	103526.49
HOUSE OF FARA	05/25/16	300960100162.29	1687635C 4309.46		-4309.46	103526.49	103526.49
RTC INDUSTRIE	05/25/16	300960100162.29	1687636C 3302.85		-3302.85	103526.49	103526.49
FRANCHISE SH	05/25/16	300960100162.29	1687637C 863.30		-863.30	103526.49	103526.49
SUNGLO FABRIC	05/25/16	300960100162.29	1687638C 490.91		-490.91	103526.49	103526.49
VISUAL GRAPHI	05/25/16	300960100162.29	1687639V 484.00		-484.00	103526.49	103526.49
HOUSE OF FARA	05/25/16	300960100162.29	1687640C 407.93		-407.93	103526.49	103526.49
VALUE PAY SER	05/25/16	300960100162.29	1687641C 1292.50		-1292.50	103526.49	103526.49
IPC POS	05/25/16	300960100162.29	1687642C 1650.00		-1650.00	103526.49	103526.49
TFC GROUP	05/25/16	300960100162.29	1687643C 1029.78		-1029.78	103526.49	103526.49
SUBWAY POS 55	05/25/16	300960100162.29	1687644V 103526.49			103526.49	103526.49
CHICAGO METAL	05/25/16	300960100162.29	1687645C 103526.49			103526.49	103526.49
DUKE MANUFACT	05/25/16	300960100162.29	1687646C 103526.49			103526.49	103526.49
NU-VU FOOD SE	05/25/16	300960100162.29	1687647V 103526.49			103526.49	103526.49
SSDC, INC. /KA	05/25/16	300960100162.29	1687648V 103526.49			103526.49	103526.49
ACP, INC.	05/25/16	300960100162.29	1687649V 103526.49			103526.49	103526.49
TRUE SALES CO	05/25/16	300960100162.29	1687650V 103526.49			103526.49	103526.49
NU-VU FOOD SE	05/25/16	300960100162.29	1687651V 103526.49			103526.49	103526.49
SPECIALITY STO	05/25/16	300960100162.29	1687652V 103526.49			103526.49	103526.49
BUNN-O-MATIC	05/25/16	300960100162.29	1687653C 103526.49			103526.49	103526.49
COCA-COLA USA	05/25/16	300960100162.29	1687654C 103526.49			103526.49	103526.49
EVERRITE LLC	05/25/16	300960100162.29	1687655V 103526.49			103526.49	103526.49
FOODCRAFT CO.	05/25/16	300960100162.29	1687656C 103526.49			103526.49	103526.49
TFC GROUP	05/25/16	300960100162.29	1687657C 103526.49			103526.49	103526.49
REFUND VOID P	05/25/16	300960100162.29	1687658C 103526.49			103526.49	103526.49
DOCTOR'S ASSO	05/25/16	301613 240.37	1687701V 19.44		-19.44	103526.49	103526.49

Country : USA
For : Ralph
Thru : 2016-11-18

Subway
313 Account Activity Report

Page 2

Store # : 66132 Pankaj K Malhotra (Kumar)

Open Date : 09/21/16

Address : 3181 N White Sands Blvd
Alamogordo, NM 88310

Coordinator : 606 Danielle Dionne

Vendor Name	Date	Edit List Num Amount	P.O. Num Amount	Invoice Num Amount	Transaction		Real Balances		Available Balances	
					Cash	Lease	Cash	Lease	Cash	Lease
IPC POS	05/25/16	301613	240.37	1687702V	220.93	-220.93	103526.49	.00	167.55	.00
REFUND VOID P 05/26/16				1687702V	220.93	220.93	103526.49	.00	388.48	.00
REFUND VOID P 05/26/16				1687615V	272.11	272.11	103526.49	.00	660.59	.00
REFUND VOID P 05/26/16				1687617V	4623.47	4623.47	103526.49	.00	5284.06	.00
REFUND VOID P 05/26/16				1687634V	176.00	176.00	103526.49	.00	5460.06	.00
REFUND VOID P 05/26/16				1687701V	19.44	19.44	103526.49	.00	5479.50	.00
DOCTOR'S ASSO	05/26/16	301625	181.73	1687713V	14.70	-14.70	103526.49	.00	5464.80	.00
IPC POS	05/26/16	301625	181.73	1687714C	167.03	-167.03	103526.49	.00	5297.77	.00
REFUND VOID P 05/27/16				1687713V	14.70	14.70	103526.49	.00	5312.47	.00
TPC GROUP	05/27/16			1687645C	1252.5013526	1250.00	102276.49	.00	5312.47	.00
TPC GROUP	05/27/16			1687658C	3234.0013529	2988.42	99288.07	.00	5312.47	.00
REFUND BUFFER 05/27/16				1687645C	13526	-2988.42	99288.07	.00	5354.97	.00
REFUND BUFFER 05/27/16				1687658C	13529	245.58	99288.07	.00	5600.55	.00
NU-VU FOOD SE 06/01/16				1687653C	11463.10210943	10221.00-10221.00	89067.07	.00	5600.55	.00
REFUND BUFFER 06/01/16				1687622C	588.50210988	660.00	88407.07	.00	5600.55	.00
REFUND BUFFER 06/01/16				1687653C	210943	1242.10	88407.07	.00	6842.65	.00
CHICAGO METAL 06/01/16				1687622C	210988	-71.50	88407.07	.00	6771.15	.00
SINGLO FABRIC 06/01/16				1029.78233585	989.60	-989.60	87417.47	.00	6771.15	.00
REFUND BUFFER 06/01/16				1687640C	3302.8581815	1218.58	86198.89	.00	6771.15	.00
REFUND BUFFER 06/01/16				1687647C	233595	40.18	86198.89	.00	6811.33	.00
REFUND BUFFER 06/01/16				1687640C	81815	176.87	86198.89	.00	6988.20	.00
BUNN-O-MATIC 06/01/16				1687629C	1296.4092004647	10.90	86187.99	.00	6988.20	.00
REFUND BUFFER 06/01/16				1687629C	92004647	-5.83	86187.99	.00	6982.37	.00
SUB TECHNOLOG 06/02/16				1687623C	196.501460130	178.63	86009.36	.00	6982.37	.00
CORNELIUS INC 06/02/16				1687633C	2996.255914793	2723.86	83285.50	.00	6982.37	.00
REFUND BUFFER 06/02/16				1687623C	1460130	17.87	83285.50	.00	7000.24	.00
REFUND BUFFER 06/02/16				1687633C	5914793	272.39	83285.50	.00	7272.63	.00
INTERMETRO IN 06/06/16				1687626C	1842.6511245928	1675.13	81610.37	.00	7272.63	.00
REFUND BUFFER 06/06/16				1687626C	11245928	167.52	81610.37	.00	7440.15	.00
REFUND BUFFER 06/07/16				1687639V	4309.462292641	1302.28	80308.09	.00	7440.15	.00
REFUND BUFFER 06/07/16				1687639V	2292641	-1302.28	80308.09	.00	7636.68	.00
FRANCHISEE SH 06/07/16				1687635C	33.792292840	39.55	80268.54	.00	7636.68	.00
FRANCHISEE SH 06/07/16				1687639V	4309.462293003	2292.96	77975.58	.00	7636.68	.00
FIRKING SECU 06/07/16				1687627C	720.50322547	734.00	77241.58	.00	7636.68	.00
REFUND BUFFER 06/07/16				1687635C	2292840	-5.76	77241.58	.00	7630.92	.00
REFUND BUFFER 06/07/16				1687639V	2293003	504.21	77241.58	.00	8135.13	.00
REFUND BUFFER 06/07/16				1687627C	322547	-13.50	77241.58	.00	8121.63	.00
FRANCHISEE AD 06/07/16				1687638C	137.501587638	125.00	77116.58	.00	8121.63	.00
SUBWAY POS 55 06/07/16				1687646C	1650.001687646	1500.00	75616.58	.00	8121.63	.00
REFUND BUFFER 06/07/16				1687638C	1687638	12.50	75616.58	.00	8134.13	.00
REFUND BUFFER 06/09/16				1687625C	26.7411696	-38.93	75577.65	.00	8284.13	.00
ADVANCED DISP 06/09/16				1687625C	11696	-12.19	75577.65	.00	8271.94	.00
REFUND VOID P 06/09/16				1687624V			75577.65	.00	8271.94	.00
REFUND VOID P 06/09/16				1687628V			75577.65	.00	8271.94	.00
REFUND VOID P 06/09/16				1687630V			75577.65	.00	8271.94	.00
REFUND VOID P 06/09/16				1687648V			75577.65	.00	8271.94	.00

Country : USA
For : Ralph
 thru : 2016 11-18

Subway
313 Account Activity Report

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Store # : 66132 Parkway K Malhotra (Kumar)

Open Date : 09/21/16

Address : 3181 N White Sands Blvd
Alamogordo, NM 88310

Coordinator : 606 Danielle Dionne

Vendor Name	Date	Edit	List	P.O.	Invoice	Transaction	Real	Available
		Num	Amount	Num	Amount	Cash	Cash	Cash
REFUND VOID P 06/09/16			1687649V				75577.65	8271.94
REFUND VOID P 06/09/16			1687650V				75577.65	8271.94
REFUND VOID P 06/09/16			1687651V				75577.65	8271.94
REFUND VOID P 06/09/16			1687652V				75577.65	8271.94
REFUND VOID P 06/09/16			1687655V				75577.65	8271.94
SINGLO FABRIC 06/13/16			1687640C	3362.8581815A	1887.67	-1887.67	73231.20	8271.94
HOUSE OF FARA 06/13/16			1687642C	490.91950522	446.28	-446.28	73231.20	8271.94
HOUSE OF FARA 06/13/16			1687636C	27.50950523	12.50	-12.50	73231.20	8271.94
REFUND BUFFER 06/13/16			1687640C	81815A	19.73		73231.20	8291.67
REFUND BUFFER 06/13/16			1687642C	950522	44.63		73231.20	8336.30
REFUND BUFFER 06/13/16			1687636C	950523	15.00		73231.20	8351.30
DUKE MANUFACT 06/17/16			1687618C	24113.271251355	18296.15	-18296.15	54935.05	10180.92
REFUND BUFFER 06/17/16			1687618C	1251355	1829.62		52293.60	11526.97
DUKE MANUFACT 06/17/16			1687618C	24113.271251762	2641.45	-2641.45	51173.60	11526.97
REFUND BUFFER 06/20/16			1687631C	1232.00296891	1120.00	-1120.00	51173.60	11638.97
LOCKWOOD MANU 06/21/16			1687620C	296891	907.00	-907.00	50266.60	11638.97
NEMCO FOOD EQ 06/21/16			1687621C	392.92938590	357.20	-357.20	49909.40	11638.97
REFUND BUFFER 06/21/16			1687620C	274970	90.70		49909.40	11729.67
REFUND BUFFER 06/21/16			1687621C	938590	35.72		49909.40	11765.39
FOLDICRAFT CO. 06/21/16			1687619C	7366.89130013A	6697.17	-6697.17	43212.23	11765.39
EVERBRITE LLC 06/21/16			1687657C	12774.30880846	12434.83	-12434.83	30777.40	11765.39
REFUND BUFFER 06/21/16			1687619C	130013A	669.72		30777.40	12774.58
SPECIALTY STO 06/21/16			1687654C	6732.791001422285932	58	-5932.58	24844.82	12774.58
REFUND BUFFER 06/21/16			1687654C	100142228	800.21		24844.82	13574.79
BUNN-O-MATIC 06/21/16			1687629C	1296.40920202141	1173.93	-1173.93	23670.89	13574.79
REFUND BUFFER 06/21/16			1687629C	92022141	117.40		23670.89	13692.19
TRUE SALES CO 06/23/16			1687632C	1229.163578345	1117.42	-1117.42	22553.47	13692.19
REFUND BUFFER 06/23/16			1687632C	3578345	111.74		22553.47	13803.93
RTG INDUSTRIA 06/24/16			1687637C	173.82110811655	158.02	-158.02	22395.45	13803.93
REFUND BUFFER 06/24/16			1687637C	110811655	15.80		22395.45	13819.73
IPC POS 07/08/16			1687616C	3092.101687616	2811.00	-2811.00	19584.45	14100.83
VALUE PAY SER 07/20/16			1687616C	1687616	281.10		19584.45	14126.70
REFUND BUFFER 07/20/16			1687643C	464.001687643	458.13	-458.13	19126.32	14140.18
VISUAL GRAPHI 07/25/16			1687639V	13.48	13.48		19126.32	14215.86
REFUND BUFFER 07/25/16			1687641C	863.30328977	937.81	-937.81	18188.51	14215.86
REFUND VOID P 07/22/16			1687641C	328977	74.51		18188.51	14065.67
REFUND BUFFER 07/25/16			1687641C	167.031687714	151.84	-151.84	18036.67	14065.67
REFUND BUFFER 08/03/16			1687714C	1687714	15.19		18036.67	14080.86
IPC CREDIT 08/22/16			1687714C	100000044	135.00		18171.67	14215.86
DOCTOR'S ASSO 08/25/16			303009	1162.34	1693055V	94.02	18171.67	14121.84
MODERNISTIC. 08/25/16			303009	1162.34	1693056C	-280.50	18171.67	13841.34
DUKE MANUFACT 08/25/16			303009	1162.34	1693057C	-787.82	18171.67	13053.52
REFUND VOID P 08/26/16			1693055V	94.02		94.02	18171.67	13147.54

Country : USA
For : Rajshri
Thru : 2016.11.18

Subway
313 Account Activity Report

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Store # : 66132 Pankaj K Malhotra (Kumar)

Open Date : 09/21/16

Address : 3181 N White Sands Blvd
Alamogordo, NM 88310

Coordinator : 606 Danielle Dionne

Vendor Name	Date	Edit List Num	Amount	P.O. Num	Amount	Invoice Num	Amount	Transaction		Real Balances		Available Balances	
								Cash	Lease	Cash	Lease	Cash	Lease
MCDERMISTIC, 09/01/16				1693056C	280.50338711	268.04	-268.04			17903.63		13147.54	
REFUND BUFFER 09/01/16				1693056C			12.46			17903.63		13160.00	
DOCTOR'S ASSO 09/13/16		303104	918.80	1694207V	74.32		-74.32			17903.63		13085.68	
DUKE MANUFACT 09/13/16		303104	918.80	1694208C	377.58		-377.58			17903.63		12708.10	
FOLDICRAFT CO. 09/13/16		303104	918.80	1694209C	268.90		-268.90			17903.63		12439.20	
MANITOWOC ESG 09/13/16		303104	918.80	1694210C	198.00		-198.00			17903.63		12241.20	
REFUND VOID P 09/14/16				1694207V	74.32		74.32			17903.63		12315.52	
DUKE MANUFACT 09/19/16				1693057C	787.621267771	677.20	-677.20			17226.43		12315.52	
REFUND BUFFER 09/19/16				1693057C			110.62			17226.43		12426.14	
MANITOWOC PSG 09/21/16				1694210C	198.001857836	195.86	-195.86			17030.57		12426.14	
REFUND BUFFER 09/21/16				1694210C			2.14			17030.57		12428.28	
FOLDICRAFT CO. 09/27/16				1694209C	268.90133250	259.98	-259.98			16770.59		12437.20	
REFUND BUFFER 09/27/16				1694209C			8.92			16770.59		12437.20	
COCA-COLA USA 10/06/16				1687656C	3955.8181107799	3596.19	-3596.19			13174.40		12437.20	
REFUND BUFFER 10/06/16				1687656C			359.62			13174.40		12796.82	
DUKE MANUFACT 10/07/16				1694208C	377.581267315	283.25	-283.25			12891.15		12825.15	
REFUND BUFFER 10/07/16				1694208C			28.33			12891.15		12825.15	
DUKE MANUFACT 10/07/16				1694208C	377.581271504	18.67	-18.67			12872.48		12872.48	
REFUND BUFFER 10/07/16				1694208C			47.33			12872.48		12872.48	
SALES TAX 10/14/16							-4262.22			8610.26		8610.26	
F/O REFUND 10/14/16							133295						
							133295						

Balance : .00 .00 .00 .00



Pankaj Malhotra <pkm211@gmail.com>

subway-alamo

Fluorescent Signs <signs@f-sinc.com>
To: Pankaj Malhotra <pkm211@gmail.com>

Wed, Jan 4, 2017 at 10:41 AM

This is actually the correct Invoice.

We charged you \$3300.00 + tax. (3522.75) because we had additional work on the Install job. Then you and Larry settled for \$1880.00 + tax. (2,006.90)

So, we just voided out \$1515.85 from your Invoice & you wrote us the check for

\$2,006.90. See your email below:

Hi Larry,

As I talked to you yesterday I am mailing a check # 5013 dated 8.19.2016 to you for \$2,006.90 being \$1880.00 + 126.90 (sales tax 6.75%) for installation of three signs (at Subway # 66132 Alamogordo NM 88310).

Please confirm receipt

--

Thank You,

Pankaj Kumar Malhotra

I cannot go back and create a different Invoice for this job. I have also attached the Proposal & your customer ledger.

Thank You For Your Business,

Debbie Tafoya

Fluorescent Signs, Inc.

PO Box 1315

Las Cruces, NM 88004

575-524-3601

signs@f-sinc.com

www.fluorescentsignsinc.com

From: Pankaj Malhotra <pkm211@gmail.com>

Sent: Tuesday, January 3, 2017 10:22:34 AM

To: Fluorescent Signs

Subject: Re: subway-alamo

[Quoted text hidden]

 **img-170104114131.pdf**
763K

INVOICE

Fluorescent Signs, Inc.

PO Box 1315
Las Cruces, NM 88004
(575) 524-3601

INVOICE NUMBER: 47013

INVOICE DATE: 7/26/2016

PAGE: 1

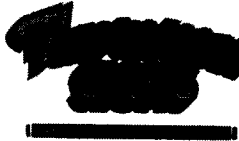
SOLD TO

SUBWAY-ALAMO# 18066
630 S WHITE SANDS BLVD
ALAMOGORDO, NM 88310

SHIP TO

SUBWAY-ALAMO# 18066
PO BOX 154
ALAMOGORDO, NM 88311

CUSTOMER ID	CUSTOMER PO	PAYMENT TERMS		
SUBWYA		DUE UPON RECEIPT		
SALES REP ID	SHIPPING METHOD	SHIP DATE	DUE DATE	
			7/26/2016	
ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
SALES	TRAVELED & INSTALLED 3 SUBWAY SIGNS AS REQUESTED	1.0000	\$3,300.00	\$3,300.00



FLUORESCENT SIGNS, INC.
PO BOX 1315
LAS CRUCES, NM 88004

Phone: 575-524-3601
Fax: 575-524-3602
Email: fluorescent@zianet.com
Web: www.fluorescentsignsinc.com

Estimate

459

Printed 5/12/2016

Bill To:

SUBWAY-# 66132-ALAMO
Attn: Pankaj Malhotra
3181 North White Sands Blvd.
Alamogordo, NM 88310

: (818) 481-8636

Work Location:

Primary
SUBWAY-# 66132-ALAMO
Pankaj Malhotra
3181 North White Sands Blvd.
Alamogordo, NM 88310

: (818) 481-8636

Expected Service Date: 5/12/2016 ESTIMATE

Expected Service Time: 9:00 am

Date	Product/Service	Description	Price	Qty	Tax	Amount
					\$0.00	\$0.00
Subtotal:						\$0.00
Tax:						\$0.00
Total:						\$0.00

Notes

WE WILL TRAVEL & INSTALL THREE SUBWAY SIGNS IN ALAMOGORDO
COMPLETE PER PRINTS & CONNECT TO EXISTING ELECTRICAL WITHIN
5' OF EACH SIGN.

OUR PRICE FOR THIS WORK IS-----\$1,880.00 + TAX.

IF WE INSTALL SIGNS WHEN WE ARE IN ALAMOGORDO
WITH NO TRAVEL TIME OUR PRICE WOULD BE-----\$1,280.00 + TAX.

IF YOU HAVE ANY QUESTIONS PLEASE GIVE ME A CALL.

50% Down, Balance upon completion.

We will connect to electrical within 5' of sign.

We are not responsible for any stucco work, painting or electrical before, during or
after installation. It is not our responsibility to hire a professional to do any of the above
mentioned work and should be completed before the installation of your sign.
Please acknowledge that you have read & understood our conditions.

Customer signature_____

Date / /

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and hereby accepted.
You are authorized to do the work as specified. Payment will be made as outlined above.

Customer signature_____

Date / /

We Thank You For Your Business!



served by

FRANCHISE WORLD HEADQUARTERS, LLC
325 Sub Way, Milford, CT 06461 • (203) 877-4281

November 20, 2017

Store Number #66132

New Mexico Dept. of Revenue

To Whom It May Concern:

Doctor's Associates Inc., New Mexico CRS ID #02-228075-00-8, has remitted sales tax to the state of New Mexico on behalf of Subway Store #66132 for the full amount of \$4,262.22. The franchise uses preferred vendors to purchase equipment and these vendors bill Doctors Associates Inc. We then bill the franchisee for the full amount of the equipment purchased including the sales tax and remit the sales tax to the state. Please feel free to contact us with any questions or concerns at the contact information below.

Thank you for your time in this matter.

Sincerely,

Heather Murray

Heather Murray

Tax Specialist

203-877-4281 ext. 1194

Murray_h@subway.com

Office: (575) 437-2913
Fax: (575) 434-8821

INVOICE

Date:	Invoice #
5/16/2016	1606

Bill To: Malhotra Foods, Inc.

Malhotra Foods, Inc.
Store #66132
3181 White Sands Blvd #F1
Alamogordo, NM 88310



P.O.#
1606

Project:
Subway #66132 Tenant Improvement

Item #	Description	Amount
1	Pay Application #1	\$ 25,000.00
	New Mexico Gross Receipts Tax at 8%	\$ 2,000.00
	Amount Due	\$27,000.00

Office: (575) 437-2913
Fax: (575) 434-8821

Date:	Invoice #
6/15/2016	1606-2



NATIONAL

P.O.#

1606

Project:

Subway #66132 Tenant Improvement

Item #	Description	Amount
1	Pay Application #1	\$ 25,000.00
	New Mexico Gross Receipts Tax at 8%	\$ 2,000.00
	Amount Due	\$27,000.00

Office: (575) 437-2913
Fax: (575) 434-8821

INVOICE

Date:	Invoice #
8/22/2016	1606-3

Bill To:	Malhotra Foods, Inc.
----------	----------------------

Malhotra Foods, Inc.
Store #66132
3181 White Sands Blvd #F1
Alamogordo, NM 88310



P.O.#
1606

Project:
Subway #66132 Tenant Improvement

Item #	Description	Amount
1	Pay Application #3	\$ 25,000.00
	New Mexico Gross Receipts Tax at 8%	\$ 2,000.00
	Amount Due	\$27,000.00

National Construction, Inc.
P.O. Box 1479
Alamogordo, NM 88311

Office: (575) 437-2913
Fax: (575) 434-8821

INVOICE

Date:	Invoice #
9/20/2016	1606-4

Bill To: Malhotra Foods, Inc.

Malhotra Foods, Inc.
Store #66132
3181 White Sands Blvd. #F-1
Alamogordo, NM 88310



P.O.#
1606

Project:
Subway #66132 Tenant Improvement

Item #	Description	Amount
1	Pay Application #4 - FINAL	\$ 31,029.00
2	NM Gross Receipts Tax (8%)	\$ 2,482.32
Amount Due		\$33,511.32

Dorothy Murphy

From: Denise Cuellar
Sent: January 05, 2017 2:30 PM
To: Dorothy Murphy
Subject: Branden, Daugherty

There is no Video for 16-13436 Officer R. Brown.

Denise Cuellar
Alamogordo Police Department Records
700 Virginia Ave.
Alamogordo, NM 88310
FAX: 575-439-4312
Phone: 575-439-4300
dcuellar@ci.alamogordo.nm.us

Subway

Vendor : 19690 ADVANCED DISPLAYS IN PLASTICS, Purchase Order # :1687625
Order Contact :Danielle Dionne
Store Number : 66132
Email Contact :dionne_d
Contact Ext :1514

Bill To :
DOCTOR'S ASSOCIATES INC.
325 SUB WAY
MILFORD, CT 06461
USA

Ship To :
Pankaj Malhotra/ #66132
c/o Duke Mfg Co.
601 Duke Drive Door # 15
Sedalia, MO 65301
USA

Order Date	Estimated Ship Date	Ship Via	Call Before Delivery
05/25/16	06/01/16	FRT	660-827-2661

Item #	Description	Quantity	Unit Price	Extended Price
70524	3-PACK COOKIE CASE SUB-3PACK	1	24.31	24.31
Subtotal				24.31
Buffer				2.43
Total :				26.74

Doctor's Associates Inc. is an Affirmative Action Employer.



SUNGLO FABRICS INC.

Fine Handprinting of Wallcoverings Since 1949

850 Washington Avenue, Carlstadt NJ 07072
Phone: (201) 935-0830 - Fax: (201) 935-0471

Invoice

81815A

Bill To

Doctor's Associates
Att: Tracey/Lori - 313 acctg
325 Sub Way
Milford, CT 06461

Ship To

Pankak Malhotra
For Subway #66132
630 S White Sands Blvd.
Alamogordo, NM 88310

Cust PO #	Ship Via	Terms	Date
1687640	Carrier	Net 30	6/9/2016

Quantity	Item #	Description	Price	Unit	Amount
1	59027A-L	Etched Cityscape Panel "A" Left	578.00		578.00
1	59027A-R	Etched Cityscape Panel "A" Right	578.00		578.00
1	59027B-L	Etched Cityscape Panel "B" Left	578.00		578.00
0	59028	Sage Green Wallcovering	8.75		0.00
0	59270	Red Rock Wallcovering	19.95		0.00
0	59271	Spanish Moss Wallcovering	19.95		0.00
0	60023	Red Wallcovering	7.12		0.00
	S/H	Shipping/Handling for Etched panels	153.67		153.67

RECEIVED JUN 13 2016

1 1/2% service charge to past due accounts after 30 days - 18% annual.

All claims for errors must be made within ten days from receipt of goods.

All goods FOB Carlstadt, NJ.

Total

\$1,887.67



Subway

Vendor : 19689 SUNGLO FABRICS, INC.

Purchase Order # :1687640
 Order Contact :Danielle Dionne
 Store Number : 66132
 Email Contact :dionne_d
 Contact Ext :1514

Bill To :
 DOCTOR'S ASSOCIATES INC.
 325 SUB WAY
 MILFORD, CT 06461
 USA

Ship To :
 Pankak Malhotra
 Subway # 66132
 630 S White Sands Blvd
 Otero, NM 88310
 USA

Order Date	Estimated Ship Date	Ship Via	Call Before Delivery
05/25/16	06/01/16	PPD	575-437-7461

Item #	Description	Quantity	Unit Price	Extended Price
59027	METRO ETCHED CITYSCAPE PANEL	3	578.00	1734.00 ✓
59028	METRO GREEN WALLCOVERING/YD	9	8.75	78.75 ✓
59270	METRO RED ROCK WALLCOVERING/YD	20	19.95	399.00 ✓
59271	METRO SPANISH MOSS WALLCVRG/YD	25	19.95	498.75 ✓
60023	RED WALLCOVERING/YD	34	7.12	242.08 ✓
60028	SUNGLO EST SHIP CHARGE	5	10.00	50.00 ✓

Subtotal	3002.58
Buffer	300.27
Total	: 3302.85

Doctor's Associates Inc. is an Affirmative Action Employer.



Invoice

House of Fara
PO Box 337
La Porte, IN 46352

Date	Page
JUN 1 2016	1
Invoice Number	
IN900522	

Sold To:

DOCTOR'S ASSOCIATES INC
325 Sub Way
MILFORD, CT 06460

Ship To:

Subway Store # 66132
PANKAJ MALHOTRA
630 S WHITE SANDS BLVD
OTERO, NM 88310
USA

Order No.	Order Date	Customer No.	Salesperson	PO Number	Ship Via	Terms
OR967673	May 25, 2016	H5029	NCNE	1687642	UPSN	NET30

Qty. Ord.	Qty. Shp.	Qty. B/O	Item Number	Description	Unit Price	UOM	Extended Price
9	9	0	231ST	3/4"x4"x8" Stained Cherry Hdwd Mullion Chair Rail	13.46	EA	121.32
16	16	0	233PL	5/8"x4"x8" Plastic DuroBase	20.11	EA	321.76
				Due Date	Amount Due	Discount Date	Disc. Amount
				Jul 01, 2016	446.28	Jul 01, 2016	0.00

RECEIVED JUN 13 2016

Comments: HNDLE FEE ON PO1687636	Tax summary: IN 0.00	Subtotal	446.28
		Total sales tax	0.00
		Total amount	446.28
		Less payment	0.00
		Less pmt disc	0.00
		Amount due	446.28

Subway

Vendor : 31065 HOUSE OF FARA

Purchase Order # :1687642
 Order Contact :Danielle Dionne
 Store Number : 66132
 Email Contact :dionne_d
 Contact Ext :1514

Bill To :
 DOCTOR'S ASSOCIATES INC.
 325 SUB WAY
 MILFORD, CT 06461
 USA

Ship To :
 Pankak Malhotra
 Subway # 66132
 630 S White Sands Blvd
 Otero, NM 88310
 USA

Order Date	Estimated Ship Date	Ship Via	Call Before Delivery
05/25/16	06/01/16	PPD	575-437-7461

Item #	Description	Quantity	Unit Price	Extended Price
62020	METRO CHERRY MULLION CHAIR RAI	9	13.48	121.32
62021	METRO BLK DURO BASE MULLION ML	16	20.31	324.96
Subtotal				446.28
Buffer				44.63
Total :				490.91

Doctor's Associates Inc. is an Affirmative Action Employer.



Invoice

House of Fara

PO Box 337
La Porte IN 46352

Date Page

Jun 1 2016

Invoice Number

IN960503

Sold To:

DOCTOR'S ASSOCIATES INC.
325 Sub Way
MILFORD, CT 06460

Ship To:

Subway Store #66132
PANKAJ MALHOTRA Co DUKE MFG CO
601 DUKE DRIVE DOOR #15
SEDALIA, MO 65301
USA

Order No.	Order Date	Customer No.	Salesperson	PO Number	Ship Via	Terms
OR967674	May 26, 2016	H5029	NONE	1687636	UPS	NET 30

Qty. Ord.	Qty. Shp.	Qty. B/O	Item Numbe	Description	Unit Price	UOM	Extended Price
1	1	0	HNDLE	Handling Charge	12.50	EA	12.50
				<u>Due Date</u>	<u>Amount Due</u>	<u>Discount Date</u>	<u>Disc. Amount</u>
				Jul 01, 2016	12.50	Jul 01, 2016	0.00
RECEIVED JUN 13 2016							

Comments:

Fee for OR967673
PO1687642

Tax summary:

IN 0.00

Subtotal
Total sales tax

12.50
0.00

Total amount
Less payment
Less pmt. disc

12.50
0.00
0.00

Amount due

12.50

Subway

Vendor : 31065 HOUSE OF FARA

Purchase Order # :1687636
 Order Contact :Danielle Dionne
 Store Number : 66132
 Email Contact :dionne_d
 Contact Ext :1514

Bill To :
 DOCTOR'S ASSOCIATES INC.
 325 SUB WAY
 MILFORD, CT 06461
 USA

Ship To :
 Pankaj Malhotra/ #66132
 c/o Duke Mfg Co.
 601 Duke Drive Door # 15
 Sedalia, MO 65301
 USA

Order Date	Estimated Ship Date	Ship Via	Call Before Delivery
05/25/16	06/01/16	PPD	660-827-2661

Item #	Description	Quantity	Unit Price	Extended Price
62010	HOUSE OF FARA SHIPPING CHARGE	2	12.50	25.00 25.00

Subtotal	25.00
Buffer	2.50
Total	27.50

Doctor's Associates Inc. is an Affirmative Action Employer.



Duke Manufacturing Co
2305 N. Broadway
St. Louis, MO 63102
Phone: 314-231-1130
Fax: 314-231-5074

REMIT TO: P.O. Box 503574
ST. LOUIS, MO 63150-3574

Invoice: 1251355

INVOICE

Invoice Date: 6/16/2016

Page: 1 of 2

Sold To: 26870
Doctors Associates
325 Sub Way
Milford CT 06461
US

Ship To:
Subway 66132
3181 N White Sands Blvd
Suite F1
Alamogordo NM 88310
US

apinvoicing@subway.com; dukeinv@violagroup.com

Phone:

PO Number: 1678618/1687648 97	Date Ordered: 5/25/2016	F.O.B.: Origin
Sales Person: Viola Marketing Group	Ship Date: 6/15/2016	Ship Via: Ditzfeld
Duke Order No: 375809	Payment Terms: 1% 30, Net 45	Shipper: Prepaid & Add
Project Name: SUBWAY 66132	A SERVICE CHARGE INTEREST PENALTY OF 1.5% PER MONTH MAY BE APPLIED TO ALL DELINQUENT ACCOUNTS.	

Part	Description	Quantity	Net Price	Ext Net Price
214801	MOLDING, TEE ALUM 12FT	3	18.54	55.62
216176	LAM.FONTHILL PEAR#1074560	2	67.98	135.96
255065	ASSY GUARD 60 DROP SDGC 120V, 1PH, 60HZ WIRING	2	804.32	1,608.64
	SerialNumber(s): 05164126, 06160147			
255084	ASSY GUARD LEFT 25 HFC 120V, 1 PH, 60 HZ WIRING	1	569.04	569.04
	SerialNumber(s): 06161357			
256812	RBC 60, 120V 60HZ, LEGS, LAE.C	1	2,067.81	2,067.81
	SerialNumber(s): 06160984			
257044	MERCH SHELF	1	0.00	0.00
259074	Soup Warmer Double 1/3 English, SSW	1	0.00	0.00
	SerialNumber(s): 05163414			
7202-7230-SUB	TABLE,7202-7230-SUB	1	458.18	458.18
RS001279	61 CASH SF34 LV NG TU120E 34" ADA Top Working Height With Safe Cutout Customer Side Cup Dispenser 1" Top OverHang on Cust side 120V, 1 Ph, 60 Hz Wiring	1	1,302.88	1,302.88
	SerialNumber(s): 06160280			
RS003541	BEV-DEST 84 X 34 X 38d DEPTH: 38 HEIGHT: 34 DRINK MACHINE ON RIGHT WASTE CHUTE: YES ACCESS CUTOUT: YES DRIP TROUGH: YES LAMINATE COLOR: FONTHILL PEAR	1	1,772.63	1,772.63
	SerialNumber(s): 03161627			

REC'D JUN 17 2016



Your Solutions Partner

REMIT TO: P.O. Box 503574
ST. LOUIS, MO 63150-3574

Duke Manufacturing Co
2305 N. Broadway
St. Louis, MO 63102
Phone: 314-231-1130
Fax: 314-231-5074

Invoice: 1251355

INVOICE

Invoice Date: 6/16/2016

Page: 2 of 2

Part	Description	Quantity	Net Price	Ext Net Price
RS013647	25 HOT FOOD LEFT HFC 36" TOP WORKING HEIGHT 1 HOT FOOD WELL INSTRUCTION MANUAL IN HF WELL 1" TOP OVERHANG ON CUST SIDE 120V, 1PH, 60 HZ WIRING SerialNumber(s): 06161355	1	743.17	743.17
RS020498	60 TRI-CHANNEL COLD PAN DC 36" TOP WORKING HEIGHT 1" TOP OVERHANG ON CUST SIDE 120V, 1PH, 60HZ WIRING, TXV SerialNumber(s): 05164124, 06160145	2	2,654.48	5,308.96
RS026934	BACK COUNTER 36x30d x36t Height: 36 Depth: 30 Riser Location(s): Rear Sink Location: Left Type of Sink: Standard Sink Faucet type: Deck Mount Laminate Color: Fonthill Pear SerialNumber(s): 02161425	1	768.38	768.38
RS038750	FHPMW/PRS 17"2 ADA LT METRO	1	1,948.58	1,948.58
SUB-HSW-1-HDF	SUB-HSW-1-HDF WALL MOUNTED SS HAND SINK NSF APPROVED INCL: 224639 SINK INCL: 224703 FAUCET *** NOT CSA APPROVED ***	1	183.34	183.34
SUB-PANLID-TRID	SW PAN/LID SET TRI RAIL	1	723.96	723.96

Miscellaneous Charges

Description	Amount
Sub Admin Fee	649.00
Miscellaneous Total	649.00

SHIP WITH SO# 375886
LIFTGATE DELIVERY
PALLET JACK REQ'D
Pankaj Malhotra
818-481-8636
pkm211@gmail.com

**Carrier call 24 hours before delivery:

REC'D JUN 17 2016

Please contact Customer Service (SB1433) for assistance.

Line Total: \$	17,647.15
Taxes: \$	0.00
Total Miscellaneous Charges: \$	649.00
Total: \$	18,296.15

Shipped From: Sedalia Plant

The transaction contemplated by this document and any related documents shall be subject to and governed by the Terms of Sale which are available at www.Dukemfg.com/terms, and such Terms of Sale are incorporated in full by this reference. Duke Manufacturing Co., and any subsidiaries, reject any other terms or conditions whether presented verbally, in any other documents (including without limitation purchase orders, acknowledgments, confirmations, or bills of lading), or otherwise.

Subway

Vendor : 552 DUKE MANUFACTURING CO INC

Purchase Order # :1687618
Order Contact :Danielle Dionne
Store Number : 66132
Email Contact :dionne_d
Contact Ext :1514

Bill To :
DOCTOR'S ASSOCIATES INC.
325 SUB WAY
MILFORD, CT 06461
USA

Ship To :
Pankaj Malhotra/ #66132
c/o Duke Mfg Co.
601 Duke Drive Door # 15
Sedalia, MO 65301
USA

Order Date	Estimated Ship Date	Ship Via	Call Before Delivery
05/25/16	06/01/16	FRT	660-827-2661

Item #	Description	Quantity	Unit Price	Extended Price
1440	RBC-60 REF BACK COUNTER	1	2067.81	2067.81✓
1450	SUB-PAN LID TRID (PAN &LID SET	1	723.96	723.96✓
1519	SUB-BEVDEST-84R RT HAND CUT OU	1	1772.63	1772.63✓
1545	BACK COUNTER 3'*	1	556.20	556.20✓
1550	BACK CTR SINK W/FAUCET LEFT	1	212.18	212.18✓
1600	DUKE WALL MOUNT SINK	1	130.81	130.81✓
1605	DUKE SPLASH MT FAUCET KIT	1	52.53	52.53✓
1700	DOUBLE WELL WARMER W/MERCH KIT	1	.00	.00✓
50401	DUKE CONSOLIDATION FEE	1	649.00	649.00✓
50404	DUKE EST FREIGHT-FOB MO	7	500.00	3500.00
50405	CONS LIFTGATE/ROLLBACK SVC 2HR	1	125.00	125.00
50505	30X72 TABLE W/S.S. UNDER SHLF	1	458.18	458.18✓
59304	17'2 METRO DECOR W/PURSE RAIL	1	1948.58	1948.58✓
60197	4X12 Fonthill PEAR LAMINATE	2	67.98	135.96✓
60201	DUKE T-MOLDING 12' #214801	3	18.54	55.62✓
60302	25" WARMER W/FIXED DAY CVR LFT	1	1312.21	1312.21✓
60322	60" COLD SECTION W/DAY COVER	2	3458.80	6917.60✓
60334	61" CASH SECTION ADA/CUSTOMER	1	1302.88	1302.88✓

Subtotal 21921.15
Buffer 2192.12
Total : 24113.27

*** COMMENTS ***

1545 hand sink left

Doctor's Associates Inc. is an Affirmative Action Employer.



6/17

Duke Manufacturing Co
2305 N. Broadway
St. Louis, MO 63102
Phone: 314-231-1130
Fax: 314-231-5074

REMIT TO: P.O. Box 503574
ST. LOUIS, MO 63150-3574

Invoice: 1251762

INVOICE

Invoice Date: 6/17/2016

Page: 1 of 1

Sold To: 26870

Doctors Associates
325 Sub Way
Milford CT 06461
US

apinvoicing@subway.com; dukeinv@violagroup.com

Ship To:

Subway 66132
3181 N White Sands Blvd
Suite F1
Alamogordo NM 88310
US

Phone:

PO Number: 1676618/1687648
87

Date Ordered: 5/25/2016

F.O.B.: Origin

Sales Person: Viola Marketing Group

Ship Date: 6/17/2016

Ship Via: Ditzfeld

Duke Order No: 375809

Payment Terms: 1% 30, Net 45

Shipper: Prepaid & Add

Project Name: SUBWAY 66132

A SERVICE CHARGE INTEREST PENALTY OF 1.5% PER MONTH MAY BE APPLIED TO ALL
DELINQUENT ACCOUNTS.

Part	Description	Quantity	Net Price	Ext Net Price
Billing	**Billing Only** For Freight charges left off invoice in error	1	0.00	0.00

RE: Invoice 1251355 dated 6-16-16 SO 375809

Miscellaneous Charges

Description	Amount
Freight	2,641.45
Miscellaneous Total	2,641.45

Line Total: \$	0.00
Taxes: \$	0.00
Total Miscellaneous Charges: \$	2,641.45
Total: \$	2,641.45

Shipped From: Sedalia Plant

The transaction contemplated by this document and any related documents shall be subject to and governed by the Terms of Sale which are available at www.Dukemfg.com/terms, and such Terms of Sale are incorporated in full by this reference. Duke Manufacturing Co., and any subsidiaries, reject any other terms or conditions whether presented verbally, in any other documents (including without limitation purchase orders, acknowledgments, confirmations, or bills of lading), or otherwise.

Subway

Vendor : 552 DUKE MANUFACTURING CO INC

Purchase Order # :1687618
 Order Contact :Danielle Dionne
 Store Number : 66132
 Email Contact :dionne_d
 Contact Ext :1514

Bill To :
 DOCTOR'S ASSOCIATES INC.
 325 SUB WAY
 MILFORD, CT 06461
 USA

Ship To :
 Pankaj Malhotra/ #66132
 c/o Duke Mfg Co.
 601 Duke Drive Door # 15
 Sedalia, MO 65301
 USA

Order Date	Estimated Ship Date	Ship Via	Call Before Delivery
05/25/16	06/01/16	FRT	660-827-2661

Item #	Description	Quantity	Unit Price	Extended Price
1440	RBC-60 REF BACK COUNTER	1	2067.81	2067.81✓
1450	SUB-PAN LID TRID (PAN &LID SET	1	723.96	723.96✓
1519	SUB-BEVDEST-84R RT HAND CUT OU	1	1772.63	1772.63✓
1545	BACK COUNTER 3'*	1	556.20	556.20✓
1550	BACK CTR SINK W/FAUCET LEFT	1	212.18	212.18✓
1600	DUKE WALL MOUNT SINK	1	130.81	130.81✓
1605	DUKE SPLASH MT FAUCET KIT	1	52.53	52.53✓
1700	DOUBLE WELL WARMER W/MERCH KIT	1	.00	.00✓
50401	DUKE CONSOLIDATION FEE	1	649.00	649.00✓
50404	DUKE EST FREIGHT-FOB MO	7	500.00	3500.00 2516.45
50405	CONS LIFTGATE/ROLLBACK SVC 2HR	1	125.00	125.00✓
50505	30X72 TABLE W/S.S. UNDER SHLF	1	458.18	458.18✓
59304	17'2 METRO DECOR W/PURSE RAIL	1	1948.58	1948.58✓
60197	4X12 FONTHILL PEAR LAMINATE	2	67.98	135.96✓
60201	DUKE T-MOLDING 12' #214801	3	18.54	55.62✓
60302	25" WARMER W/FIXED DAY CVR LFT	1	1312.21	1312.21✓
60322	60" COLD SECTION W/DAY COVER	2	3458.80	6917.60✓
60334	61" CASH SECTION ADA/CUSTOMER	1	1302.88	1302.88✓

Subtotal 21921.15
 Buffer 2192.12
 Total : 24113.27

*** COMMENTS ***

1545 hand sink left

Doctor's Associates Inc. is an Affirmative Action Employer.

ACP Inc.
75 Remittance Drive
CHICAGO, IL 60675-6016
USA

Telephone 319-368-8120
800 Phone 800-111-1234
Fax

Ship to:
DOCTOR'S ASSOCIATES, INC.
C/O DUKE MFG CO.
601 DUKE DRIVE DOOR #15
TEL:660-827-2661
SEDALIA, MO 65301

Bill to:
DOCTOR'S ASSOCIATES, INC.
313 ACCOUNTING
325 SUB WAY
MILFORD, CT 06460
USA

Invoice

Number RSI296891
Invoice date 6/16/2016 12:00:00 AM
Sales order RSO00306065
Requisition 1687611 / 66132
Your reference
Our reference LISA EMERY
Payment 1% 20 DAYS, NET 30
Invoice account 34319
Delivery mode CUPU
Delivery terms
Ship from ACP INC. SUBWAY WHSE.
MISSOURI
Tracking No.

Item number	Description	Quantity	Unit	Unit price	Discount percent	Discount	Amount
RFS12TSW	SUBWAY 60HZ MM 1200W TOUCH SS Serial No. : 1604510201, 1604510030	2.00	EA	560.00	0	0	1,120.00

UNITS FOR STORE 66132 / PANKAJ MALHOTRA
PH 818-481-8636
3181 N WHITE SANDS BLVD
SUITE FL
ALAMOGORDO, NM 88310
ORIGINAL INVOICE

Remit with Invoice Number to:

Wire Transfers: Wells Fargo Bank N.A. 1525 West W.T. Harris Boulevard Charlotte, NC 28288-0803 Bank
Acct#2000042907800 Bank ABA#053000219 Swift Code#PNBPU33

Overnight Mail: ACP, Inc., Suite 6016 350 North Orleans Street Receipt & Dispatch 8th Floor Chicago, IL 60654

Regular Mail: ACP, Inc., 75 Remittance Drive Suite 6016 Chicago, IL 60675-6016

For Regular Correspondence: ACP, Inc. 225 49th Dr. Ave. S.W., Cedar Rapids, IA 52404

Nontaxable	Taxable						
1,120.00	0.00	USD					
Sales subtotal	Total discount	Total charges	Net amount	Sales tax	Round-off	Invoice amount	
1120	0.00	0.00	1120	0.00	0.00	1,120.00 USD	

Payment per 7/16/2016
When payment before 7/6/2016, 11.20 USD is granted in cash discount.
Payment due: 7/16/2016

Subway

Vendor : 32643 ACP, INC.

Purchase Order # :1687631
Order Contact :Danielle Dionne
Store Number : 66132
Email Contact :dionne_d
Contact Ext :1514

Bill To :
DOCTOR'S ASSOCIATES INC.
325 SUB WAY
MILFORD, CT 06461
USA

Ship To :
Pankaj Malhotra/ #66132
c/o Duke Mfg Co.
601 Duke Drive Door # 15
Sedalia, MO 65301
USA

Order Date	Estimated Ship Date	Ship Via	Call Before Delivery
05/25/16	06/01/16	FRT	660-827-2661

Item #	Description	Quantity	Unit Price	Extended Price
2403	AMANA RFS 12TSW MICROWAVE	2	560.00	1120.00
Subtotal				1120.00 ✓
Buffer				112.00
Total				: 1232.00

Doctor's Associates Inc. is an Affirmative Action Employer.



Manufacturing Company

31251 INDUSTRIAL RD.
LIVONIA, MI 48150

(800) 521-0238
www.lockwoodusa.com

F2410

Invoice

274970

Customer : SUBWAY EQUIPMENT LEASING CORP
F3470 C/O FRANCHISE WORLD HDQTRS
325 SUB WAY
MILFORD, CT
06461-

Shipping : DUKE MEG CO
address SUBWAY 66132 / PANKAJ MALHOTRA
601 DUKE DR DOOR # 15
SEDALIA, MO
65301-

Sales order	Invoice date	Ship date	Terms	Customer purchase order no	Salesperson
184605	06/15/16	06/15/16	NET 30 DAYS	1687620	
Routing and Tracking: DS WHSE					
Carrier: Tracking:					

Stock code	Description	Whse	Uom	Ship quantity	B/O quantity	Unit price	Extended
CA60-RR25-C	RH RETARDER CABINET-CASTERS	DS	EA	1.000	0.000	309.00	309.00
CA72-RR12-6-L	*COMBI BREAD CABINET RACK	DS	EA	1.000	0.000	465.00	465.00
	DIMENSIONS:						
	-71" H x 22-7/8" W x 29-3/8" D						
	SPECIFICATIONS:						
	-SINGLE DOOR CABINET						
	-LEFT HAND HINGE						
	-(18) PAIR OF 1" X 1-1/2" RUNNERS @ 24-1/2"						
	-(4) POLY-O 5" x 1" SWIVEL CASTERS 2						
	w/BRAKES						
RA30-ER6E-S	MOBILE ANGLE RACK (SUBWAY)	DS	EA	1.000	0.000	133.00	133.00

RECEIVED JUN 20 2016

Remit payment to:
Lockwood Manufacturing Company
31251 Industrial Road
Livonia, MI 48150

Total net	907.00
Total freight	0.00
Misc charges	0.00
Total tax	0.00
Grand total	907.00

Subway

Vendor : 666 LOCKWOOD MANUFACTURING CO

Purchase Order # :1687620
Order Contact :Danielle Dionne
Store Number : 66132
Email Contact :dionne_d
Contact Ext :1514

Bill To :
DOCTOR'S ASSOCIATES INC.
325 SUB WAY
MILFORD, CT 06461
USA

Ship To :
Pankaj Malhotra/ #66132
c/o Duke Mfg Co.
601 Duke Drive Door # 15
Sedalia, MO 65301
USA

Order Date	Estimated Ship Date	Ship Via	Call Before Delivery
05/25/16	06/01/16	FRT	660-827-2661

Item #	Description	Quantity	Unit Price	Extended Price
1359	RETARDER CA60RR25 W/CASTERS	1	309.00	309.00
5649	CA72RR126 COMBI BREAD CAB LT	1	465.00	465.00
5660	RA30-ER6E BREAD COOL HALF RACK	1	133.00	133.00

Subtotal	907.00
Buffer	90.70
Total	: 997.70

Doctor's Associates Inc. is an Affirmative Action Employer.



301 MEUSE ARGONNE
P.O. BOX 305
HICKSVILLE, OHIO 43526
419-542-7751
FAX 419-542-6690

Invoice
Sales Order

Date	Number
06-14-16	938590
05-25-16	913075

Page: 1

Bill To: 2356

Ship To: 2356*1

DOCTOR'S ASSOCIATES INC.
ATTN: JILL JOSEPH - ACCTING
325 SUB WAY
MILFORD, CT 06461
USA

DUKE MFG/SUBWAY # 66132
C/O DUKE MFG CO
601 DUKE DR, DOOR # 15
SEDALIA, MO 65301
USA

Customer PO: 1687621
Payment Terms: NET 30 DAYS
Sales Rep: 999-

Ship Via: UPS GROUND
F.O.B.: HICKSVILLE
Freight Terms: PREPAID FREE FRT

Ln No	Item/Part Number	Sell UM	Order Qty	Price UM	Shipped Qty	Unit Price	Extended Price
1	6490-SUBB COOKIE CASE W/ RISER	EA	1.00	EA	1.00	0.00	0.00
2	56600-1-SUB CARTRIDGE TOMATO SLICER, 3/16" CUST PN: 2600	EA	1.00	EA	1.00	139.20	139.20
3	55200AN-SB SUBWAY EASYSLICER W/ PORTABLE BASE INCLUDED CUST PN: 2604	EA	1.00	EA	1.00	218.00	218.00

Additional Charges

BK

RECEIVED JUN 2⁰ 2016

THE LORD IS GOOD, A STRONG HOLD IN THE DAY
OF TROUBLE AND HE KNOWS THOSE WHO TRUST IN
HIM. NAHUM 1:7 (NKJV)

Due
07-14-16 \$357.20

Subway

Vendor : 704 NEMCO FOOD EQUIPMENT, LTD. Purchase Order # :1687621
 Order Contact :Danielle Dionne
 Store Number : 66132
 Email Contact :dionne_d
 Contact Ext :1514

Bill To : Ship To :
 DOCTOR'S ASSOCIATES INC. Pankaj Malhotra/ #66132
 325 SUB WAY c/o Duke Mfg Co.
 MILFORD, CT 06461 601 Duke Drive Door # 15
 USA Sedalia, MO 65301
 USA

Order Date	Estimated Ship Date	Ship Via	Call Before Delivery
05/25/16	06/01/16	FRT	660-827-2661

Item #	Description	Quantity	Unit Price	Extended Price
2590	NEMCO GLASS COOKIE CASE NEW ST	1	.00	.00
2600	TOMATO SLICER II W/CART CONSOL	1	139.20	139.20
2604	EASY SLICER W/BOARD-CONSOL	1	218.00	218.00

Subtotal	357.20
Buffer	35.72
Total	: 392.92

Doctor's Associates Inc. is an Affirmative Action Employer.



Plymold

a division of Foldcraft Co.

6/10/2016 7:55:10AM
Page: 1 of 3

Invoice: 130013

Invoice Date: 6/9/2016

615 Centennial Drive, Kenyon, MN 55946 Ph: 507-789-5111 Fax: 507-789-8315

Sold To

Doctor's Associates, Inc./ Subway -
325 Sub Way
Milford CT 06461
USA

Ship To:

Duke Manufacturing Co.
MF: Subway# 66132
Pankaj Malhotra
601 Duke Drive Door # 15
Sedalia MO 65301
USA

Ordered: 5/26/2016

PO Number: 1687619

Sales Order: 520393

Terms: Net 30

Ship Date: 6/9/2016

Packing Slip: 127907

Ship Via: Duke Truck

Shipping Plant: Kenyon

F.O.B: Origin - Prepay Do Not Add

ProNumber: 60655

Bill to: (4002076)

Doctor's Associates, Inc./ Subway -
US
325 Sub Way
Milford CT 06461
USA

Sales Rep: Doctor's Associates-Viola Group

Ph: 800-888-4848

Fax: 203-783-7065

Remit Payment to: Foldcraft Company, PO Box 9202, Minneapolis, MN 55480-9202

You can now pay your invoice fast, easy and secure online. Simply go to www.plymold.com and click on the online bill pay link

Ship with: 520401 520430 520470 520480 520559 520570 520573
Subway# 66132

Line	Quantity	Part Number/Description	Unit Price	Ext Price
1	4	S6711BT28 ALUM QUEST CHAIR BT/UPH SLATE	58.55 EA	234.20
2	4	S6711BT26 ALUM QUEST CHAIR BT/UPH CROCUS	58.55 EA	234.20
3	4	S6711BT27 ALUM QUEST CHAIR BT/UPH SPICE	58.55 EA	234.20
4	4	S2002477 Table Top 20" x 24" 4rc DAE Fonthill Pear 10745-60 DAE: Black	63.00 EA	252.00
5	4	S2404477 Table Top 24" x 44" 4rc DAE Fonthill Pear Fonthill Pear 10745-60 DAE: Black	94.50 EA	378.00

California 93120 compliant for Formaldehyde Phase 2

Thank you for your order.

Please pay from this invoice. We do not send statements.
Finance charges will be assessed on past due invoices.

RECEIVED JUN 20 2016



Plymold

a division of Foldcraft Co.

Invoice: 130013

615 Centennial Drive, Kenyon, MN 55946 Ph: 507-789-5111 Fax: 507-789-8315

Invoice Date: 6/9/2016

6/10/2016 7:55:10AM
Page: 2 of 2

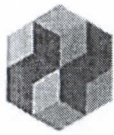
Line	Quantity	Part Number/Description	Unit Price	Ext Price
6	1	S3004277HC Table Top 30" x 42" 4rc DAE Fonthill Pear HC Fonthill Pear 10745-60 DAE: Black	106.05 EA	106.05
7	4	S7160230 Metal 3" Table Base 22X22 30" Table Height	21.00 EA	84.00
8	4	S72300 VERTICAL TABLE LEG	14.98 EA	59.92
9	4	S7160330 Metal 3" Table Base 22" X 30" 30" Table Height	26.00 EA	104.00
10	1	Q000000086 C30CCS-M/H/CHAIR, Infant	64.00 EA	64.00
11	1	Q000000087 JC30CCS-H/CHAIR, Juvenile	58.00 EA	58.00
12	1	S1909677 Counter Asm 19" x96" DAE 2RC Fonthill Pear	411.60 EA	411.60
13	1	S30072PKM1CT Communal Table 30"x72" Plank 1.5" Thick 3" Drop Edge on Each End Species: Maple Finish: Fonthill Pear W10745	695.00 EA	695.00
14	1	S30096PKM1CT Communal Table 30"x96" Plank 1.5" Thick 3" Drop Edge on Each End Species: Maple Finish: Fonthill Pear W10745	795.00 EA	795.00
15	1	S7054272 Frame, Free Standing Communal 42"x72" Finish: Black Texture 09/80440	240.00 EA	240.00
16	1	S7054296 Frame, Free Standing Communal 42"x96" Finish: Black Texture 09/80440	240.00 EA	240.00
17	14	S685530BT31 Backless Stool Finished Height: 30" Frame Height: 27.375" 3" High Round Seat Pad: Black SC42 Frame: Black Texture 09/80440	85.00 EA	1,190.00

California 93120 compliant for Formaldehyde Phase 2

Thank you for your order.

Please pay from this invoice. We do not send statements.
Finance charges will be assessed on past due invoices.

RECEIVED JUN 20 2016



Plymold

a division of Foldcraft Co.

6/10/2016 7:55:10AM
Page: 3 of 3

Invoice: 130013

Invoice Date: 6/9/2016

615 Centennial Drive, Kenyon, MN 55946 Ph: 507-789-5111 Fax: 507-789-8315

Line	Quantity	Part Number/Description	Unit Price	Ext Price
18	3	S3410440 4200 Single 42 H X 44 L - Black Seat: Black - SC42 - Symphony Classic Back: Plain: Berry - AC68303 - Rhythm Top Cap: Upholstered: Black - SC42 - Symphony Classic F2E Uph: Black - SC42 - Symphony Classic Upper Base: Black - SC42 - Symphony Classic Lo	439.00 EA	1,317.00

Payment Schedule		
	Due Date	Amount
1	7/9/2016	6,697.17
Total		6,697.17

Product Total: \$	6,697.17
Order Miscellaneous Charges: \$	0.00
Total: \$	6,697.17

CAUTION AND DISCLAIMER OF WARRANTIES

This Product is not for sale or distribution in California and should not be distributed into, sold or used in California. Foldcraft or Seller disclaims any warranty, either implied or expressed, with respect to this product regarding California Health & Safety Code section 25249.6 et seq. (California Proposition 65). Buyer assumes all responsibility and liability for any claims that may arise as a result of the distribution, sale or use of this product in California, including, but not limited to, any claims based on California Health & Safety Code section 25249.6 et seq.

Please contact our customer service department for California Proposition 65 compliant products and labels.

California 93120 compliant for Formaldehyde Phase 2

Thank you for your order.

Please pay from this invoice. We do not send statements.
Finance charges will be assessed on past due invoices.

RECEIVED JUN 20 2016

Subway

Vendor : 581 FOLDCRAFT CO. INC.

Purchase Order # :1687619
Order Contact :Danielle Dionne
Store Number : 66132
Email Contact :dionne_d
Contact Ext :1514

Bill To :
DOCTOR'S ASSOCIATES INC.
325 SUB WAY
MILFORD, CT 06461
USA

Ship To :
Pankaj Malhotra/ #66132
c/o Duke Mfg Co.
601 Duke Drive Door # 15
Sedalia, MO 65301
USA

Order Date	Estimated Ship Date	Ship Via	Call Before Delivery
05/25/16	06/01/16	FRT	660-827-2661

Item #	Description	Quantity	Unit Price	Extended Price
61000	TABLE TOP 20X24	4	63.00	252.00
61016	TABLE TOP 30X42 HANDICAP	1	106.05	106.05
61050	VERTICAL TABLE LEG	4	14.98	59.92
61055	TABLE BASE 22X22 - BLACK	4	21.00	84.00
61070	QUEST CHAIR-CUSHIONED SEAT	12	58.55	702.60
61130	CHERRY INFANT HIGH CHAIR	1	64.00	64.00
61131	CHERRY JUVENILE HIGH CHAIR	1	58.00	58.00
61165	30X72 COMMUNAL TABLE TOP	1	695.00	695.00
61166	30X96 COMMUNAL TABLE TOP	1	795.00	795.00
61169	42X72 FRAME FREE STANDING	1	240.00	240.00
61170	42X96 FRAME FREE STANDING	1	240.00	240.00
61174	30" FREE STANDING STOOL	14	85.00	1190.00
61302	44" BLK RHYTHM BERRY BANQUETTE	3	439.00	1317.00
61314	44" BLK RHYTHM BERRY DBL BANQU	0	650.00	.00
61516	8' COUNTER (19"D)	1	411.60	411.60
75477	22X30X30 TABLE BASE	4	26.00	104.00
77894	24X44 TBLE TOP	4	94.50	378.00

Subtotal	6697.17
Buffer	669.72
Total	: 7366.89

*** COMMENTS ***

61302 one existing
61314 exisiting

Subway

Vendor : 581 FOLDCRAFT CO. INC.

Purchase Order # :1687619
Order Contact :Danielle Dionne
Store Number : 66132
Email Contact :dionne_d
Contact Ext :1514

Bill To :
DOCTOR'S ASSOCIATES INC.
325 SUB WAY
MILFORD, CT 06461
USA

Ship To :
Pankaj Malhotra/ #66132
c/o Duke Mfg Co.
601 Duke Drive Door # 15
Sedalia, MO 65301
USA

Order Date	Estimated Ship Date	Ship Via	Call Before Delivery
05/25/16	06/01/16	FRT	660-827-2661

Doctor's Associates Inc. is an Affirmative Action Employer.



Everbrite

4949 S. 110TH Street
P.O. Box 20020
Greenfield, WI 53220-0020
414-529-3500 www.everbrite.com

INVOICE

INVOICE NO.

PAGE

880846

1

SHIP
TO

SUBWAY #66132
3181 N WHITE SANDS BLVD
SUITE F1
ALAMOGORDO, NM 88310 USA

SOLD
TO

LORI MOORE
DOCTOR'S ASSOCIATES INC.
SUBWAY
325 SUB WAY
MILFORD, CT 06461 USA

CUSTOMER NO.

DATE

1- 103418 6/20/16

REMIT TO:

Everbrite, LLC.
4949 South 110 Street
Greenfield, WI 53220

TAG SUBWAY #66132
FOR 3181 N WHITE SANDS BLVD
SUITE F1
ALAMOGORDO, NM 88310 USA

PURCHASE ORDER NO.		SHIP VIA	SHIP DATE	ORDER NO.	SLS NO.	TERMS		
1687657		ABF Freight (Evans)	6/09/16	5949837	6 SUB	Net 30 Days		
BOL #	PART NUMBER	DESCRIPTION			QUANTITY	UNIT PRICE	AMOUNT	
2557500	E006351B 60482	10	REL# SUB66132 PRO# 258285921 LTR, SUB 30" LED HALO BACKER			1	3209.00	3,209.00
2555826	E006352B 60483	10	LTR, SUB 36" LED HALO BACKER			2	3777.00	7,554.00
						PREPAID FREIGHT	1,671.83	
RECEIVED JUN 21 2016								
SPECIAL ORDER ITEMS, ITEMS THAT HAVE BEEN INSTALLED, OR ITEMS UNDER \$50.00 CANNOT BE RETURNED View Terms and Conditions at: extranet.everbrite.com/common2/inv_t&c.pdf								
JHUYBERS WHS 4		EVERBRITE/BUENA VISTA				PAY IN US FUNDS 12,434.83		

INTEREST AT 1 1/2% PER MONTH WILL BE CHARGED ON OVERDUE ACCOUNTS

ORIGINAL-CUSTOMER

Subway

Vendor : 32656 EVERBRITE LLC

Purchase Order # :1687657
 Order Contact :Danielle Dionne
 Store Number : 66132
 Email Contact :dionne_d
 Contact Ext :1514

Bill To :
 DOCTOR'S ASSOCIATES INC.
 325 SUB WAY
 MILFORD, CT 06461
 USA

Ship To :
 Pankaj Malhotra
 3181 N White Sands Blvd
 Suite F1 / Subway 66132
 Alamogordo, NM 88310
 USA

Order Date	Estimated Ship Date	Ship Via	Call Before Delivery
05/25/16	06/01/16	PPD	818-481-8636

Item #	Description	Quantity	Unit Price	Extended Price
58740	EVERBRITE EST SHIP CHARGE	17	50.00	850.00
60482	30" HALO LIT CHANNEL LETTER SI	1	3209.00	3209.00
60483	36" HALO LIT CHANNEL LETTER SI	2	3777.00	7554.00
Subtotal				11613.00
Buffer				1161.30
Total				: 12774.30

Doctor's Associates Inc. is an Affirmative Action Employer.



SPECIALTY LIGHTING GROUP
P.O. Box 247
CENTERBROOK, CT 06409-0247
860-767-0110
Fax 860-767-5008

Invoice

INVOICE DATE	INVOICE NUMBER
06/02/2016	S100142228.001
REMIT TO: SPECIALTY LIGHTING GROUP BOX 1196 NEW HAVEN, CT 06505	
PAGE NO. 1 of 5	

BILL TO:

SHIP TO:

SUBWAY DOCTORS ASSOC INC*
325 SUB WAY
ATTN: ACCOUNTING 313
MILFORD, CT 06460

Subway 66132
3181 N White Sands Blvd
Suite F1/
Alamogordo, NM 88310

CUSTOMER NUMBER		CUSTOMER PO NUMBER		JOB NAME / RELEASE NUMBER		SALESPERSON		
451		1687654		66132		HOUSE ACCOUNT		
WRITER			SHIP VIA		TERMS		SHIP DATE	ORDER DATE
JENNIFER MARQUIS			MAINFREIGHT		NET 30 DAYS		06/02/2016	05/25/2016
ORDER QTY	SHIP QTY	DESCRIPTION					UNIT PRICE	EXT PRICE
8ea	8ea	Call Before Delivery 818-481-8636 59052 CAFE AMBER CLOUD PENDANT W/LAMP made in China-GLASS SHADE made in China Your # 59052 Kit Components 1 MLA300-A AMBER CLOUD GLASS 1 RLMGC50-NK AMBER CLOUD STEM INCLUDES CANOPY, 10' CORD, AND SLIDE FOR GLASS 1 LED4E26B1127K LED 4W Dimmable Blunt Tip 2700K					95.500/ea	764.00
3ea	3ea	59053 CAFE 16X16 FABRIC CYLINDER 3 LIGHT W/LAMP made in China-FABRIC SHADE Your # 59053 Kit Components 1 RLM603-N DECO STEM KIT 120V FOR LINEN SHADE. 1 DFS116-BR 16 INCH LINEN SHADE 3 LED4E26G1627KF LED 4W DIMMABLE FROSTED 2700K					150.600/ea	451.80
							Subtotal	
							S&H Charges	
							Tax	
							Payments	
							Amount Due	

RECEIVED 6/10/16



SPECIALTY LIGHTING GROUP
P.O.Box 247
CENTERBROOK, CT 06409-0247
860-767-0110
Fax 860-767-5008

Invoice

INVOICE DATE	INVOICE NUMBER
06/02/2016	S100142228.001
REMIT TO: SPECIALTY LIGHTING GROUP BOX 1195 NEW HAVEN, CT 06530	
PAGE NO 2 of 5	

BILL TO:

SHIP TO:

SUBWAY DOCTORS ASSOC INC*
325 SUB WAY
ATTN: ACCOUNTING 313
MILFORD, CT 06460

Subway 66132
3181 N White Sands Blvd
Suite F1 /
Alamogordo, NM 88310

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
451	1687654	66132	HOUSE ACCOUNT	
WRITER		SHIP VIA	TERMS	SHIP DATE
JENNIFER MARQUIS		MAINFREIGHT	NET 30 DAYS	06/02/2016
ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
4ea	4ea	AT-ML-LED4 4FT LED MENU BOARD LIGHT Your # 62012	129.100/ea	516.40
1ea	1ea	339010NI 52IN CEILING FAN BN UL/CUL CEILING FAN MADE IN CHINA (62030C)	49.950/ea	49.95
24ea	24ea	AT-2250DIM-37K AttainLED LD-PN-D036-SD-37 2X2 LED FLAT PANEL 36W 3700K 3100 LM 603.5MM X 603.5MM DIMMING made in China	94.500/ea	2268.00
1ea	1ea	62310 HR E27 SOFFIT LAMPS / 16 PK MADE IN CHINA ? 3WATT SOFFIT LIGHT BULB Your # 62310	276.000/ea	276.00
		Kit Components 16 HR E27 HR.E27. 3 WATT MR16 E26 BASE 3 WATT SOFFIT LIGHT BULB IN CHINA		
			Subtotal	
			S&H Charges	
			Tax	
			Payments	
			Amount Due	

RECEIVED JUN 21 2016



SPECIALTY LIGHTING GROUP
P.O.Box 247
CENTERBROOK, CT 06409-0247
860-767-0110
Fax 860-767-5008

Invoice

INVOICE DATE	INVOICE NUMBER
06/02/2016	S100142228.001
REMIT TO: SPECIALTY LIGHTING GROUP BOX 1156 NEW HAVEN, CT 06505	PAGE NO.
	3 of 5

BILL TO:

SHIP TO:

SUBWAY DOCTORS ASSOC INC*
325 SUB WAY
ATTN: ACCOUNTING 313
MILFORD, CT 06460

Subway 66132
3181 N White Sands Blvd
Suite F1 /
Alamogordo, NM 88310

CUSTOMER NUMBER		CUSTOMER PO NUMBER		JOB NAME / RELEASE NUMBER		SALESPERSON		
451		1687654		66132		HOUSE ACCOUNT		
WRITER			SHIP VIA		TERMS		SHIP DATE	ORDER DATE
JENNIFER MARQUIS			MAINFREIGHT		NET 30 DAYS		06/02/2016	05/25/2016
ORDER QTY	SHIP QTY	DESCRIPTION					UNIT PRICE	EXT PRICE
3ea	3ea	68425 TRACK LIGHT - 2 PC WALL ART Made in Mexico metal track and accessories Your # 68425 Kit Components 2 8257WH LOL "LASSO" PAR20 TRACK HEAD WALL ART TRACK MOUNTED FIXTURE MADE IN CHINA 50pk 1 9104WH LOL RADIUS 4' PLAIN TRACK METAL TRACK MADE IN MEXICO 1 9148WH LOL RADIUS LIVE END FEED WHT MADE IN MEXICO 2 AT-7PAR20D-3000K-25D AttainLED 7 WATT PAR20 DIMMABLE 3000K 25D LUMEN 25000 HRS 1 9189WH LOL RADIUS T-BAR CLIPS MADE IN MEXICO					106.770/ea	320.31
							RECEIVED	
							Subtotal	
							S&H Charges	
							Tax	
							Payments	
							Amount Due	

RECEIVED JUN 11 2016



SPECIALTY LIGHTING GROUP
P.O.Box 247
CENTERBROOK, CT 06409-0247
860-767-0110
Fax 860-767-5008

Invoice

INVOICE DATE	INVOICE NUMBER
06/02/2016	S100142228.001
REMIT TO: SPECIALTY LIGHTING GROUP BOX 1196 NEW HAVEN, CT 06605	
PAGE NO 4 of 5	

BILL TO:

SHIP TO:

SUBWAY DOCTORS ASSOC INC*
325 SUB WAY
ATTN: ACCOUNTING 313
MILFORD, CT 06460

Subway 66132
3181 N White Sands Blvd
Suite FI /
Alamogordo, NM 88310

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
451	1687654	66132	HOUSE ACCOUNT	
WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE
JENNIFER MARQUIS	MAINFREIGHT	NET 30 DAYS	06/02/2016	05/25/2016
ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	1ea	68426 TRACK LIGHT - 3 PC WALL ART Your # 68426 Kit Components 3 8257WH LOL "LASSO" PAR20 TRACK HEAD WALL ART TRACK MOUNTED FIXTURE MADE IN CHINA 50pk 2 9104WH LOL RADIUS 4' PLAIN TRACK METAL TRACK MADE IN MEXICO 1 9149WH LOL RADIUS CONNECTOR MADE IN MEXICO 1 9148WH LOL RADIUS LIVE END FEED WHT MADE IN MEXICO 3 AT-7PAR20D-3000K-25D AttainLED 7 WATT PAR20 DIMMABLE 3000K 25D LUMEN 25000 HRS 1 9189WH LOL RADIUS T-BAR CLIPS MADE IN MEXICO	159.690/ea	159.69
2ea	2ea	60R20070100-2X2W WHITE 2X2 LED SURFACE BOX ASSEMBLY FOR SS2250DAL MADE IN THE USA Your # 75018	47.500/EA	95.00
Subtotal				
S&H Charges				
Tax				
Payments				
Amount Due				

RECEIVED MAY 21 2016



SPECIALTY LIGHTING GROUP
P.O.Box 247
CENTERBROOK, CT 06409-0247
860-767-0110
Fax 860-767-5008

Invoice

INVOICE DATE	INVOICE NUMBER
06/02/2016	S100142228.001
REMIT TO: SPECIALTY LIGHTING GROUP BOX 1196 NEW HAVEN, CT 06505	
PAGE NO. 5 of 5	

BILL TO:

SHIP TO:

SUBWAY DOCTORS ASSOC INC*
325 SUB WAY
ATTN: ACCOUNTING 313
MILFORD, CT 06460

Subway 66132
3181 N White Sands Blvd
Suite F1 /
Alamogordo, NM 88310

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
451	1687654	66132	HOUSE ACCOUNT	
WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE
JENNIFER MARQUIS	MAINFREIGHT	NET 30 DAYS	06/02/2016	05/25/2016
ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
4ea	4ea	62210 RECESSED DOWNLIGHT FIXTURE ADJUSTABLE Your # 62210 Kit Components 1 1102P1 LOL PAR30/38 RECESSED FRAMEIN 6pk 1 1148 LOL ADJ DOWNLIGHT TRIM MADE IN USA 1 LED14P38D30KNFL Dimmable 14W Smooth PAR38 - 3000K 25 Degree MADE IN CHINA	67.390/ea	269.56

RECEIVED JUN 21 2016

Invoice is due by 07/02/2016

Past Due invoices may be subject to 1.50% late charge.

Subtotal	5170.71
S&H Charges	761.87
Tax	0.00
Payments	0.00
Amount Due	5932.58

Subway

Vendor : 32004 SPECIALTY STORE LIGHTING, INC. Purchase Order # :1687654
 Order Contact :Danielle Dionne
 Store Number : 66132
 Email Contact :dionne_d
 Contact Ext :1514

Bill To :
 DOCTOR'S ASSOCIATES INC.
 325 SUB WAY
 MILFORD, CT 06461
 USA

Ship To :
 Pankaj Malhotra
 3181 N White Sands Blvd
 Suite Fl / Subway 66132
 Alamogordo, NM 88310
 USA

Order Date	Estimated Ship Date	Ship Via	Call Before Delivery
05/25/16	06/01/16	PPD	818-481-8636

Item #	Description	Quantity	Unit Price	Extended Price
59052	METRO AMBER CLOUD PENDANT W/LA	8	95.50	764.00 ✓
59053	METRO 16X16 FABRIC CYLINDER 3	3	150.60	451.80 ✓
62012	4' LED MENUBOARD LIGHT FIXTURE	4	129.10	516.40 ✓
62030	CD445 5 BLADE CEILING FAN CHER	1	49.95	49.95 ✓
62210	RECESSED DOWNLIGHT ADJ/1 LAMP	4	67.39	269.56 ✓
62216	2X2 LED LIGHT FIXTURE	24	94.50	2268.00 ✓
62242	SPECIALTY STORE LIGHTING EST S	19	50.00	950.00 761.87 ✓
62310	HR E27 SOFFIT LAMPS 16/PK	1	276.00	276.00 ✓
68425	TRACK LIGHT-2PC WALLART WHITE	3	106.77	320.31 ✓
68426	TRACK LIGHT-3PC WALLART WHITE	1	159.69	159.69 ✓
75018	2X2 LED SURFACE MOUNT BOX	2	47.50	95.00 ✓

Subtotal	6120.71
Buffer	612.08
Total	: 6732.79

*** COMMENTS ***

62030 3 EXISTING

Doctor's Associates Inc. is an Affirmative Action Employer.



Invoice

BUNN-O-MATIC

5020 ASH GROVE DRIVE
SPRINGFIELD, IL 62711 US
Tel No: 12175296601
Fax No: 12175850693
Internet: www.bunn.com



Invoice No. 92022141
Invoice Date 06/15/2016
Ref Sales Order No. 2654782
Delivery No. 81959394
Customer No. 329488
Currency USD
DUNS # 00-507 6611
Incoterm EXW
Ship From Warehouse SPC1

Bill-To-Party

DOCTOR'S ASSOC (DUKE)
325 SUBWAY
ATTN: 313 ACCOUNTING
MILFORD CT 06461

Ship-To-Party

SUBWAY # 66132
3181 N WHITE SANDS BLVD
SUITE F1
ALAMOGORDO NM 88310-6131

ORD DATE	PURCHASE ORDER NO		SHIP VIA	TERMS	SALESMAN	
06/15/2016	1687629		PPD	Net due in 15 days	866 FOX, CHARLIE	
Ordered	Shipped	B/O	Material/Description		Unit Price \$	Value \$
Serial:	35700.0434		REMOVE FROM CONSIGN			
			ITCB111873			
1	1 EA		35700.0434/ITCB-DV,29" W/DIVERTER(FUZE) Iced Tea/Iced Coffee Brewer		634.60	634.60
1	1 EA		35700.0213/KIT, BREW & CLEAN INSTRS ITCB (FUZE)		7.60	7.60
1	1 EA		41812.0000/KIT, MAINT & CLEANING (FUZE)		18.24	18.24
2	2 EA		39600.0038/TDO-N-3.5, RSVR W/ ORDER FORM (FUZE) Iced Tea Dispenser		67.45	134.90
1	1 EA		43835.0000/KIT, SCALE PRO PROJECT(SUBWAY		78.56	78.56
1	1 EA		39600.0200/TDO-N 3.5, WRAP KIT (FUZE)		45.03	45.03
1	1 EA		24500.0621/ITCB PRIMARY INSTL-COKE/SUBWAY		255.00	255.00
Net due date of 06/30/2016						

RETURN AUTHORIZATION REQUIRED FOR ALL RETURNS. FOR AUTHORIZATION
CALL 800-637-8606 EXT 7273 FREIGHT TERMS: FOB FACTORY
1.5% PER MONTH SERVICE CHARGE FOR INVOICES 15 DAYS PAST DUE

Total Invoice
Amount-->

\$ 1,173.93

REMITTANCE

Customer #

329488

Invoice #

92022141

Invoice
Amount

\$ 1,173.93

Remit To : Bunn-O-Matic Corporation
Commercial/ Accounts Receivable
24315 Network Pl
Chicago,IL 60673-1243

Amount Remitted

RECEIVED JUN 20 2016

Thank you for choosing BUNN. We appreciate your business and look forward to serving you again.

Subway

Vendor : 32597 BUNN-O-MATIC CORPORATION

Purchase Order # :1687629
 Order Contact :Danielle Dionne
 Store Number : 66132
 Email Contact :dionne_d
 Contact Ext :1514

Bill To :
 DOCTOR'S ASSOCIATES INC.
 325 SUB WAY
 MILFORD, CT 06461
 USA

Ship To :
 Pankaj Malhotra/ #66132
 c/o Duke Mfg Co.
 601 Duke Drive Door # 15
 Sedalia, MO 65301
 USA

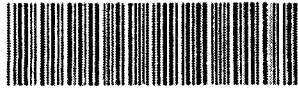
Order Date	Estimated Ship Date	Ship Via	Call Before Delivery
05/25/16	06/01/16	FRT	660-827-2661

Item #	Description	Quantity	Unit Price	Extended Price
1374	FUZE TEA PKG NEW STORE	1	1173.94	1173.94 1173.93
79857	SPLASH GUARD	1	4.61	4.61

Subtotal	1178.55
Buffer	117.85
Total	: 1296.40

Doctor's Associates Inc. is an Affirmative Action Employer.

INVOICE



INVOICE	DATE	PAGE
3578345	06/15/16	1

SEND CORRESPONDENCE TO:
TRUE SALES COMPANY, INC.
2001 EAST TERRA LANE
O'FALLON, MO 63366

REMIT PAYMENT TO:
TRUE SALES COMPANY, INC.
DEPARTMENT 11758
P.O. BOX 790100
ST. LOUIS, MO 63179-0100

PH: 800-325-6152 or 636-240-2400 PARTS: 800-424-TRUE FAX: 636-272-2408

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DOCTOR'S ASSOCIATES, INC
ATTN: JILL JOSEPH, A/P
325 SUB WAY
MILFORD CT 06461

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T
O

SUBWAY 66132
ATTN: PANKAJ MALHOTRA
3181 N WHITE SANDS BLVD, SUITE F1
ALAMOGORDO NM 88310

CUST. NO.	ORDER NO.	REFERENCE. NO.	FREIGHT	TERMS
2403807	5145577	1687632	Third Party Billing	NET 30 DAYS
SALESPERSON		SHIP INSTRUCTIONS	PRO #	TAX EXEMPT CERTIFICATE NO.
00702700 SUBWAY/OTHER				BILL TO: 7392129-000 SHIP TO:

ITEM NUMBER	DESCRIPTION	U/M	QUANTITY	PRICE	AMOUNT
EP262F1712	GDM-26-HC-LD SUBWAYC BLK LH 5WS	EA	1	1,009.4000	1,009.40
	HTS 8418.50.0080 CO US Serial numbers 8834151				
830275	CASTOR 2-1/2, SET/4, 1/2" STEM BLACK 2)LOCKING/2)NON LOCKING	EA	1	108.0200	108.02
	HTS 8302.20.0000 CO CH SHIP AS SOON AS POSSIBLE				
SUBTOTAL					1,117.42
ALL AMOUNTS IN US DOLLARS					1,117.42

PLEASE PAY FROM THIS INVOICE. 1 1/2% PER MONTH
WILL BE ADDED TO UNPAID BALANCE AFTER DUE DATE.

File Conv

Thank you for your business!

PLEASE PAY THIS AMOUNT

Subway

Vendor : 32657 TRUE SALES COMPANY, INC.

Purchase Order # :1687632
Order Contact :Danielle Dionne
Store Number : 66132
Email Contact :dionne_d
Contact Ext :1514

Bill To :
DOCTOR'S ASSOCIATES INC.
325 SUB WAY
MILFORD, CT 06461
USA

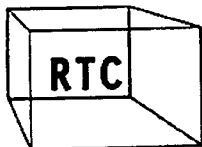
Ship To :
Pankaj Malhotra/ #66132
c/o Duke Mfg Co.
601 Duke Drive Door # 15
Sedalia, MO 65301
USA

Order Date	Estimated Ship Date	Ship Via	Call Before Delivery
05/25/16	06/01/16	FRT	660-827-2661

Item #	Description	Quantity	Unit Price	Extended Price
1402	GDM26 LT 1 DOOR BTL BEV COOLER	1	1009.40	1009.40
1412	BOTTLE BEV COOLER CASTERS/4	1	108.02	108.02

Subtotal	1117.42
Buffer	111.74
Total	: 1229.16

Doctor's Associates Inc. is an Affirmative Action Employer.



Remit to:
RTC
1045 Paysphere Circle
Chicago, IL 60674
Tel: (847) 640 2400, Fax: (847) 640-2530
Web: www.rtc.com

SALES INVOICE

INVOICE

Sold To DOCTOR'S ASSOCIATES INC
JILL JOSEPH
325 SUB WAY
203-877-4281
MILFORD, CT 06461

Ship To DUKE MANUFACTURING CO
601 DUKE DRIVE DOOR 15
SEDALIA, MO 65301

CUSTOMER	INVOICE NUMBER	INVOICE DATE
BP0004854	AR110811655	06-23-2016

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	DELIVERED QUANTITY	AMOUNT
Order Number: SO1026722 Order Date: 06-22-2016 10:32 Customer PO: 1687637 Carrier: BEST WAY Ref A: SUBWAY Ref B: 66132					
1	CN	Delivery Note: 5212016000000106 860891390 SUBWAY SINGLE DOOR MR KIT	158.02	1	158.02
TERMS OF DELIVERY: FOB ORIGIN PPD & NOT ADD DUKE MANUFACTURING CO Rates shown reflect carrier's standard rates. Reductions, allowances, or other adjustments may apply. TERMS OF PAYMENT: NET 30 DAYS Due Date: Jul-23-2016 REPRESENTATIVE: BOB SOWA					
GOODS:					158.02
OTHER:					
TAX():					0.00
TOTAL (USD):					158.02

ORIGINAL

Subway

Vendor : 32715 RTC INDUSTRIES INC.

Purchase Order # :1687637
Order Contact :Danielle Dionne
Store Number : 66132
Email Contact :dionne_d
Contact Ext :1514

Bill To :
DOCTOR'S ASSOCIATES INC.
325 SUB WAY
MILFORD, CT 06461
USA

Ship To :
Pankaj Malhotra/ #66132
c/o Duke Mfg Co.
601 Duke Drive Door # 15
Sedalia, MO 65301
USA

Order Date	Estimated Ship Date	Ship Via	Call Before Delivery
05/25/16	06/01/16	PPD	660-827-2661

Item #	Description	Quantity	Unit Price	Extended Price
1390	BEVTRAC 1 DOOR SHLVG KIT	1	158.02	158.02
Subtotal				158.02
Buffer				15.80
Total :				173.82

Doctor's Associates Inc. is an Affirmative Action Employer.

Invoice



Independent Purchasing Cooperative
A SUBWAY® Franchisee Owned Organization

Invoice 1687616
Date 6/30/2016
Page 1/1

Independent Purchasing Cooperative (IPC)

9200 S. Dadeland Blvd.
Suite 800
Miami FL 33156

Bill To: Doctor's Associates, Inc.
325 Bic Drive
Milford CT 06461

Ship To: Doctor's Associates, Inc.
Subway # 66132
2154 Sedona Hills Parkwy
Las Cruces New Mexico 88011

Customer ID	Customer Name	Payment Terms		Store #
1DAI	Doctor's Associates, Inc.	Net 7 days		66132
Item Number	Description	Quantity	Unit Price	Ext. Price
PARUSSHIPSTD	FWH POS Shipping Charges - Par US Standar	1	\$0.00	\$0.00
SW-0100B	POS - Par POS Standard Package with Finge	1	\$2,712.00	\$2,712.00

Subtotal	\$2,712.00
Misc	\$0.00
Tax	\$0.00
Freight	\$99.00
Total	\$2,811.00

RECEIVED
JUL 07 2016

Subway

Vendor : 32712 IPC POS

Purchase Order # :1687616
Order Contact :Danielle Dionne
Store Number : 66132
Email Contact :dionne_d
Contact Ext :1514

Bill To :
DOCTOR'S ASSOCIATES INC.
325 SUB WAY
MILFORD, CT 06461
USA

Ship To :
Pankak Malhotra
Subway # 66132
2154 Sedona Hills Parkwy
Las Cruces, NM 88011
USA

Order Date	Estimated Ship Date	Ship Via	Call Before Delivery
05/25/16	06/01/16	PPD	818-481-8636

Item #	Description	Quantity	Unit Price	Extended Price
9585	PAR PKG SHIP CHARGE	1	99.00	99.00
9601	PAR PKG W/FNGRPRINT READER/ONS	1	2712.00	2712.00

Subtotal	2811.00
Buffer	281.10
Total	: 3092.10

*** COMMENTS ***

9601 Shop's address is 3181 N White Sands Blvd Suite FL Alamogordo,
9601 NM 88310 USA

Doctor's Associates Inc. is an Affirmative Action Employer.



9200 S. DADELAND BLVD.
SUITE 800
MIAMI FL 33156

Invoice No.	INV1687643
Invoice Date	6/2/2016
Ship Date	6/2/2016
Page	1

Bill To:

Doctors Associates Inc
Franchise World Headquarters, LLC
325 Sub Way
Milford CT 06461

Ship To:

SUBWAY Store #: 66132-0
630 S WHITE SANDS BLVD
ALAMOGORDO NM 88310

DAI P.O.	ARCHWAY P.O.	Customer ID	Payment Terms		
INV1687643	52206343	Doctors Associates Inc			
Item Number	Description	Quantity	Unit Price	Ext Price	
72606	VERIFONE Vx820 E2EE MAG READER	1	\$300.00	\$300.00	
70556	US WELCOME KIT - NON REWARDS	1	\$140.00	\$140.00	

RECEIVED
JUL 20 2016

Subtotal	\$440.00
Tax	\$0.00
Shipping	\$18.13
Total	\$458.13

Subway

Vendor : 32710 VALUE PAY SERVICES LLC

Purchase Order # :1687643
 Order Contact :Danielle Dionne
 Store Number : 66132
 Email Contact :dionne_d
 Contact Ext :1514

Bill To :
 DOCTOR'S ASSOCIATES INC.
 325 SUB WAY
 MILFORD, CT 06461
 USA

Ship To :
 Pankak Malhotra
 Subway # 66132
 630 S White Sands Blvd
 Otero, NM 88310
 USA

Order Date	Estimated Ship Date	Ship Via	Call Before Delivery
05/25/16	06/01/16	PPD	575-437-7461

Item #	Description	Quantity	Unit Price	Extended Price
70556	WELCOME KIT CASH NON E2EE	1	140.00	140.00
72606	VERIFONE VX820 E2EE DEVICE	1	300.00	300.00
73341	VERIFONE VX820 POWER SUPPLY	1	.00	.00

Subtotal	440.00
Buffer	44.00
Total	484.00

Doctor's Associates Inc. is an Affirmative Action Employer.



330 Washington Ave
 Carlstadt, NJ 07072
 T 201 528 2700
 F 201 528 0890
 info@vgs-inc.com
 www.vgs-online.com

INVOICE

Invoice # 328977
Invoice Date: 6/1/2016
Customer # Subway SUB160
VGS Order # 16-318168
Page 1

Bill To: SUB160	Ship To:
Subway - c/o Doctors Associates	Subway #66132
ATTN:	630 S White Sands Blvd
325 Sub Way	Otero, NM 88310
Milford, CT 06460	P Malhotra/575-437-7461
Email invoices to apinvoicing@subway.com	

Phone:	Fax:	E-Mail:	Copy To:
			1687641
Benasillo, P			6/1/2016
a Ground	Factory - Carlstadt	Freight: Billed	Net 30 Days
			5/25/2016

Item #	Qty Ord	Qty Shipped	B/O	VGS Part # / Cust. PN	Description	Unit Price	Extension
2	2	2	0	ML-MBD-NI-1P-BK(SU	SBWY #98007 MAGALENS 1 PNL BLACK Black Subway Menuboard : MagaLens 1 panel	90.37	\$180.74
1	1	1	0	ML-MBD-NI-8P-4FTR-B	SBWY #62105 BLK MAGALENS 8 PNL W/4 FTERS Subway Menuboard Item #62108: MagaLens 4 Panel	454.07	\$454.07
1	1	1	0	F	FREIGHT & HANDLING	303.00	\$303.00

Subtotal \$937.81

Paid (or Applied) Amount \$0.00

RECEIVED

Total Amount Due \$937.81

JUL 25 2016

Order Comments:

Invoice Comments:

Terms: Buyer shall pay amounts owing in U.S. funds drawn on a U.S. bank in accordance with the 'Payment Terms' shown above. If any amounts are not paid when due, they shall accrue interest at the highest rate allowed by law. If any amounts are placed for collection, Buyer agrees to pay all costs associated with such collection including, but not limited to, collection fees, expenses, court costs and reasonable attorney's fees.

VGS TIN: 13-3079017

Check out the newest VGS products and order through the internet at www.VGSONline.com

Subway

Vendor : 31064 VISUAL GRAPHIC SYSTEMS, INC.

Purchase Order # :1687641
 Order Contact :Danielle Dionne
 Store Number : 66132
 Email Contact :dionne_d
 Contact Ext :1514

Bill To :
 DOCTOR'S ASSOCIATES INC.
 325 SUB WAY
 MILFORD, CT 06461
 USA

Ship To :
 Pankak Malhotra
 Subway # 66132
 630 S White Sands Blvd
 Otero, NM 88310
 USA

Order Date	Estimated Ship Date	Ship Via	Call Before Delivery
05/25/16	06/01/16	PPD	575-437-7461

Item #	Description	Quantity	Unit Price	Extended Price
59212	METRO SNGL PANEL MNDBD BLK FRA	1	90.37	90.37
62105	8 PANEL NONILLUM BLK MENUBOARD	1	454.07	454.07
62109	EST SHIPPING CHARGE - VGS	1	150.00	150.00
62121	SNGL PANEL NONILLUM BLK MNBD	1	90.37	90.37

Subtotal	784.81
Buffer	78.49
Total	863.30

Doctor's Associates Inc. is an Affirmative Action Employer.

Invoice



Independent Purchasing Cooperative
A SUBWAY® Franchisee Owned Organization

Invoice 1687714
Page 1/1
Date 7/31/2016

Independent Purchasing Cooperative (IPC)

9200 S. Dadeland Blvd.
Suite 800
Miami FL 33156

Bill To: Doctor's Associates, Inc.
325 Bic Drive
Milford CT 06461

Ship To: Doctor's Associates, Inc.
Subway # 66132
630 S White Sands Blvd
Otero New Mexico 88310

Customer ID	Customer Name	Payment Terms		Store #
1DAI	Doctor's Associates, Inc.	Net 7 days		
Item Number	Description	Ordered	Unit Price	Ext. Price
532363	POS - Speakers - Cyber Acoustics CA-2014	1	\$14.59	\$14.59
580364	Brother Printer Package - HL-L2320D Lase	1	\$135.00	\$135.00
607066	Report Printer Cable - 6' Printer Cable	1	\$2.25	\$2.25

Subtotal	\$151.84
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$151.84

RECEIVED
AUG 03 2016

Subway

Vendor : 32712 IPC POS

Purchase Order # :1687714
 Order Contact :Joan Palaia
 Store Number : 66132
 Email Contact :palaia_j
 Contact Ext :1278

Bill To :
 DOCTOR'S ASSOCIATES INC.
 325 SUB WAY
 MILFORD, CT 06461
 USA

Ship To :
 Pankak Malhotra
 Subway # 66132
 630 S White Sands Blvd
 Otero, NM 88310
 USA

Order Date	Estimated Ship Date	Ship Via	Call Before Delivery
05/26/16	06/02/16	PPD	575-437-7461

Item #	Description	Quantity	Unit Price	Extended Price
9569	SBWY POS REPORT PRINTER HL2240	1	135.00	135.00
9789	6' USB 2.0 AB GOLD DVC PRINT C	1	2.25	2.25
9800	CA2014 2.0 SPEAKER SYSTEM-BLK	1	14.59	14.59

Subtotal	151.84
Buffer	15.19
Total	167.03

Doctor's Associates Inc. is an Affirmative Action Employer.

Return

Return RET01000000445
Date 8/3/2016
Page 1/1

Independent Purchasing Cooperative (IPC)

9200 S. Dadeland Blvd.
Suite 800
Miami FL 33156

Bill To: Doctor's Associates, Inc.
325 Bic Drive
Milford CT 06461

Ship To: Doctor's Associates, Inc.
Subway # 66132
630 S White Sands Blvd
Otero New Mexico 88310

Customer ID	Customer ID	Payment Terms		Store #
1DAI	Doctor's Associates, Inc.	Quantity	Unit Price	Ext. Price
Item Number	Description			
580364	Brother Printer Package - HL-L2320D Laser + Toner	1	\$135.00	\$135.00

Subtotal	\$135.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	(\$135.00)

RECEIVED

AUG 22 2016

MODERNISTE

1987 Industrial Blvd. South Stillwater MN 55092

651-291-7650 • 1-800-641-4610 • modprint.com

Bill To: DOCTOR'S ASSOCIATES, INC.
325 SUB WAY
ATTN: ACCTG. LORI MOORE
MILFORD CT 06461

Invoice: 338711
Invoice Date: 08/26/16
Customer Number: 2010
Salesperson: Sharon Johnson
Purchase Order: 1693056/66132
Ship Date: 08/25/16

REMIT TO: Lockbox #6633, P.O. Box 9438, Minneapolis, MN 55440-9438

Qty Ordered	Job-ID/ Order-ID	Description	Qty Shipped	Unit Price	U/M	Amount
20	87558	Metro Sage Green wallcovering - 54" wide/installed vertically Shipped to Pankak Malhotra, Otero, NM.	20	8.7500	YD	175.00
Item: DS59862						
	87558	Service: UPS 2nd Day Air® Tracking Number: 1ZY732250291310565		0.0000		93.04
Net Sales:						175.00
Freight - Non-Taxable:						93.04
Invoice Total:						268.04

Terms: Net 30

ORDERED
SEP 1 2016

Subway

Vendor : 30294 MODERNISTIC, INC.

Purchase Order # :1693056
 Order Contact :Danielle Dionne
 Store Number : 66132
 Email Contact :dionne_d
 Contact Ext :1514

Bill To :
 DOCTOR'S ASSOCIATES INC.
 325 SUB WAY
 MILFORD, CT 06461
 USA

Ship To :
 Pankak Malhotra
 Subway # 66132
 630 S White Sands Blvd
 Otero, NM 88310
 USA

Order Date	Estimated Ship Date	Ship Via	Call Before Delivery
08/25/16	09/01/16	PPD	818-430-0395

Item #	Description	Quantity	Unit Price	Extended Price
59862	METRO GREEN WALLCOVERING/YD	20	8.75	175.00
60070	MODERNISTIC EST SHIP CHARGE	8	10.00	80.00

Subtotal	255.00
Buffer	25.50
Total	280.50

*** COMMENTS ***

59862 2nd day air shipment. Please send tracking when it is available.

Doctor's Associates Inc. is an Affirmative Action Employer.



Vapor Solutions Partner

Duke Manufacturing Co
2305 N. Broadway
St. Louis, MO 63102
Phone: 314-231-1130
Fax: 314-231-5074

REMIT TO: P.O. Box 503574
ST. LOUIS, MO 63150-3574

Invoice: 1267771

INVOICE

Invoice Date: 9/16/2016

Page: 1 of 1

Sold To: 26870
Doctors Associates
325 Sub Way
Milford CT 06461
US

apinvoicing@subway.com; dukeinv@violagroup.com

Ship To: Subway 66132
3181 N White Sands Blvd
Suite F1
Alamogordo NM 88310
US

Phone:

PO Number: 1693057	Date Ordered: 8/25/2016	F.O.B.: Origin
Sales Person: Viola Marketing Group	Ship Date: 9/15/2016	Ship Via: SAIA
Duke Order No: 391253	Payment Terms: 1% 30, Net 45	Shipper: Prepaid & Add
Project Name:	A SERVICE CHARGE INTEREST PENALTY OF 1.5% PER MONTH MAY BE APPLIED TO ALL DELINQUENT ACCOUNTS.	

Part	Description	Quantity	Net Price	Ext Net Price
RS009437	BACK COUNTER 36x30d x36i Height: 36 Depth: 30 Riser Location(s): Rear Intermediate Shelves: 1 Laminate Color: Forthill Pear SerialNumber(s): 08163927	1	556.20	556.20

Miscellaneous Charges

Description	Amount
Freight	121.00
Miscellaneous Total	121.00

**Carner call 24 hours before delivery:

REC'D SEP 19 2016

Pankaj Malhorta
818-430-0395 ph

Please contact Customer Service (MS 1219) for assistance.

Line Total:	\$	556.20
Taxes:	\$	0.00
Total Miscellaneous Charges:	\$	121.00
Total:	\$	677.20

Shipped From Sedalia Plant

The transaction contemplated by this document and any related documents shall be subject to and governed by the Terms of Sale which are available at www.Dukemfg.com/terms and such Terms of Sale are incorporated in full by this reference. Duke Manufacturing Co., and any subsidiaries, reject any other terms or conditions whether presented verbally, in any other documents (including without limitation purchase orders, acknowledgments, confirmations, or bills lading), or otherwise.

Subway

Vendor : 552 DUKE MANUFACTURING CO INC

Purchase Order # :1693057
 Order Contact :Danielle Dionne
 Store Number : 66132
 Email Contact :dionne_d
 Contact Ext :1514

Bill To :
 DOCTOR'S ASSOCIATES INC.
 325 SUB WAY
 MILFORD, CT 06461
 USA

Ship To :
 Pankaj K Malhorta
 3181 N White Sands Blvd
 Suite F1 / Subway #66132
 Alamogordo, NM 88310
 USA

Order Date	Estimated Ship Date	Ship Via	Call Before Delivery
08/25/16	09/01/16	PPD	818-430-0395

Item #	Description	Quantity	Unit Price	Extended Price
1545	BACK COUNTER 3'*	1	556.20	556.20 ✓
50663	EST DUKE SHIPPING	8	20.00	160.00 121.00
Subtotal				716.20
Buffer				71.62
Total				: 787.82

Doctor's Associates Inc. is an Affirmative Action Employer.



REMIT TO:
Manitowoc Cayman Funding Ltd Foodservice Group
PO Box 204038
DALLAS TX 75320-4038

SHIP TO:
SUBWAY EQUIPMENT LEASING
SUBWAY #66132
630 S WHITE SANDS BLVD
ALAMOGORDO NM 88310

BILL TO:

Attn: Accounts Payable
SUBWAY EQUIPMENT LEASING
FRANCHISE WORLD HEADQUARTERS
325 SUB WAY
MILFORD CT 06461

Contact Name
ACCOUNTS PAYABLE
apinvoicing@subway.com

Contact Fax Number
1(203) 783-7162

INVOICE

NUMBER 1857836	
DATE 20-SEP-16	PAGE 1 OF 1
PURCHASE ORDER NUMBER 1694210-66132	
PREVIOUS INVOICE NUMBER	
SALES ORDER NUMBER 5615328	
CUSTOMER NUMBER 1563	LOCATION 1904
WAYBILL NUMBER 1ZE3A7750340820334	

TERMS		N30	DUE DATE		20-OCT-16		SALESPERSON		JOHN KLINGENBERGER	
SHIP DATE			20-SEP-16			BILL TO ATTENTION				
INV LINE	PO LINE	ITEM NBR / DESCRIPTION	QUANTITY		UNIT PRICE	EXTENDED PRICE				
			ORDERED	SHIPPED						
1		PH: 818 481 8638 K00450 KIT LUMINICE II SHIP VIA: UPS GROUND WAYBILL #: 1ZE3A7750340820334 SN: 1101407922 REPLACES K00424	1	1	180.00	180.00				
FOR BILLING INQUIRIES: Contact : Adele Martin PH : 920-683-7610 / Fax : 920-883-7571 E-MAIL : Adele.Martin@mtwfs.com			SUBTOTAL	TAX	SHIP/HANDLE	TOTAL				
			180.00	0.00	15.86	\$ 195.86 USD				

RECEIVED
SEP 21 2016

Cleveland Frymaster® Koolaire® Merrychef® Servend®
Convotherm® Garland® Lincoln Multiplex® US Range
Deane® Kolpak® Manitowoc Ice RDI Systems Welbilt®
Delfield® KitchenCare™ Merco®



Subway

Vendor : 669 MANITOWOC FSG OPERATIONS LLC Purchase Order # :1694210
Order Contact :Danielle Dionne
Store Number : 66132
Email Contact :dionne_d
Contact Ext :1514

Bill To : Ship To :
DOCTOR'S ASSOCIATES INC. Pankak Malhotra
325 SUB WAY Subway # 66132
MILFORD, CT 06461 630 S White Sands Blvd
USA Otero, NM 88310
USA

Order Date	Estimated Ship Date	Ship Via	Call Before Delivery
09/13/16	09/20/16	PPD	818-481-8636

Item #	Description	Quantity	Unit Price	Extended Price
77905	K00450 LUMINICE KIT	1	180.00	180.00
Subtotal				180.00
Buffer				18.00
Total				198.00

Doctor's Associates Inc. is an Affirmative Action Employer.



Plymold

a division of Foldcraft Co.

9/16/2016 8:05:38AM
Page: 1 of 2

Invoice: 133250

Invoice Date: 9/15/2016

615 Centennial Drive, Kenyon, MN 55946 Ph: 507-789-5111 Fax: 507-789-8315

Sold To

Doctor's Associates, Inc./ Subway -
325 Sub Way
Milford CT 06461
USA

Ship To:

Subway#66132
Pankaj Malhotra
630 S White Sands Blvd
Alamogordo NM 88310
USA

Ordered: 9/13/2016

PO Number: 1694209

Bill to: (4002076)

Doctor's Associates, Inc./ Subway -
US
325 Sub Way
Milford CT 06461
USA

Sales Order: 523545

Terms: Net 30

Ship Date: 9/15/2016

Packing Slip: 131189

Ship Via: UPS

Shipping Plant: Kenyon

F.O.B: Origin - Prepay & Add

ProNumber: 1Z5618670374327752

Sales Rep: Doctor's Associates-Viola Group

Ph: 800-888-4848

Fax: 203-783-7065

Remit Payment to: Foldcraft/Plymold Co, PO Box 8732, Carol Stream, IL 60197-8732

You can now pay your invoice fast, easy and secure online. Simply go to www.plymold.com and click on the online bill pay link

818-481-8636

Line	Quantity	Part Number/Description	Unit Price	Ext Price
1	3	S70609 BOLT DOWN TABLE POST 30" HGT	48.15 EA	144.45
		Freight Charge	115.53	

California 93120 compliant for Formaldehyde Phase 2

Thank you for your order.

Please pay from this invoice. We do not send statements.

Finance charges will be assessed on past due invoices.

RECEIVED
SEP 28 2016



Plymold

a division of Foldcraft Co.

Invoice: 133250

615 Centennial Drive, Kenyon, MN 55946 Ph: 507-789-5111 Fax: 507-789-8315

9/16/2016 8:05:38AM

Page: 2 of 2

Invoice Date: 9/15/2016

Line	Quantity	Part Number/Description	Unit Price	Ext Price
------	----------	-------------------------	------------	-----------

1	10/15/2016	259.98
<i>Total</i>		259.98

Product Total: \$ 144.45

Order Miscellaneous Charges: \$ 115.53

Total: \$ 259.98

CAUTION AND DISCLAIMER OF WARRANTIES

This Product is not for sale or distribution in California and should not be distributed into, sold or used in California.

Foldcraft or Seller disclaims any warranty, either implied or expressed, with respect to this product regarding California Health & Safety Code section 25249.6 et seq. (California Proposition 65). Buyer assumes all responsibility and liability for any claims that may arise as a result of the distribution, sale or use of this product in California, including, but not limited to, any claims based on California Health & Safety Code section 25249.6 et seq.

Please contact our customer service department for California Proposition 65 compliant products and labels.

California 93120 compliant for Formaldehyde Phase 2

Thank you for your order.

Please pay from this invoice. We do not send statements.
Finance charges will be assessed on past due invoices.

Subway

Vendor : 581 FOLDCRAFT CO. INC.

Purchase Order # :1694209
Order Contact :Danielle Dionne
Store Number : 66132
Email Contact :dionne_d
Contact Ext :1514

Bill To :
DOCTOR'S ASSOCIATES INC.
325 SUB WAY
MILFORD, CT 06461
USA

Ship To :
Pankak Malhotra
Subway # 66132
630 S White Sands Blvd
Otero, NM 88310
USA

Order Date	Estimated Ship Date	Ship Via	Call Before Delivery
09/13/16	09/20/16	PPD	818-481-8636

Item #	Description	Quantity	Unit Price	Extended Price
51514	FOLDCRAFT ESTIMATED SHIPPING	1	100.00	100.00
61231	BOLT DOWN TBL BASE 28.3/4" HIG	3	48.15	144.45

Subtotal	244.45	✓
Buffer	24.45	
Total	268.90	

Doctor's Associates Inc. is an Affirmative Action Employer.



Please return this portion with payment in enclosed window envelope.
Do not staple or fold.

EQUIPMENT INVOICE

SW
SUBWAY CORPORATE
LORI MOORE
325 SUB WAY
MILFORD

CT 06460

REMIT TO:
COCA-COLA
P. O. BOX 102703

ATLANTA, GA. 30368

YOUR ACCOUNT NUMBER IS 1347951. Please include account
number on check or money order, made payable to Coca-Cola USA.

☐ If Billing Address, Phone Number or Ownership has changed,
please check box and provide information on back of this stub.

INVOICE DATE:	09/27/16
INVOICE NUMBER:	81107799
AMOUNT DUE:	\$3,596.19
TERMS OF SALE DUE UPON RECEIPT	

0000000000000000081107799

Cut on dotted line. Send top portion with payment.



TERMS
OF
SALE DUE UPON RECEIPT

PAGE 1

INVOICE DATE:	09/27/2016
INVOICE NUMBER:	81107799
AMOUNT DUE:	\$3,596.19

REFERENCE INFORMATION

REFERENCE#: 1687656
SHIP DOCUMENT: 64971
REFERENCE DATE: 09/08/2016

SOLD-TO ACCOUNT#: 1347951

SHIPPED-TO LOCATION
SHIPPED-TO ACCOUNT#: 1877957
STORE#: 66132
SUBWAY
3181 N WHITE SANDS BLVD
ALAMOGORDO NM 88310

INVOICE DETAIL

MSG	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	2.000	44239 RK BIB Rack 28"W 2 Shelf/Riser		
	1.000	41571 REGULATOR LEGACY II		
	1.000	43766 1K 30WDF200/25030W/--MANQ		
	1.000	44234 PUMP BIB INST 2 ASV PUMP		
	2.000	44231 PUMP BIB INST 3 PUMP KIT		
	1.000	44249 RK BIB Rack Riser/Spacer 28"W		
	1.000	43382 RK BIB Solid Top Shelf 28"W		
	1.000	41568 CB FF100 NEW1022BFP		
	1.000	46381 WF11K16H22W6D-SW260 Plus		
		FREIGHT CHARGES		123.83
		CHARGE MARKETING BUDGET		35.53CR
		EQUIPMENT SUB TOTAL		2,067.89
		INSTALLATION		1,440.00
		TOTAL AMOUNT		3,596.19

* WARRANTY DISCLAIMER. THIS EQUIPMENT IS
COVERED BY THE MANUFACTURER'S WARRANTY ONLY.
COCA-COLA FOUNTAIN GIVES NO WARRANTY, EXPRESS
OR IMPLIED, AND SELLS THIS EQUIPMENT "AS IS",
UNLESS OTHERWISE AGREED IN WRITING SIGNED BY CCF

REC'D OCT - 5 2016

BILLING INQUIRIES

1-800-638-1985 MONDAY THROUGH FRIDAY 8:30 AM - 6:00 PM EST

MAIL:1347951 AR:6036210 SHIP:1877957

(40-09FET)

BM-6721-00 (07/99)

LEGACY ARCHIVING 2007



Please return this portion with payment in enclosed window envelope.
Do not staple or bind.

EQUIPMENT INVOICE

SW
SUBWAY CORPORATE
LORI MOORE
325 SUB WAY
MILFORD

CT 06460

REMIT TO:
COCA-COLA
P. O. BOX 102703

ATLANTA, GA. 30368

INVOICE DATE:	09/27/16
INVOICE NUMBER:	81107799
MULTI PAGE	SEE PAGE 1
TERMS OF SALE DUE UPON RECEIPT	

YOUR ACCOUNT NUMBER IS 1347951. Please include account number on check or money order, made payable to Coca-Cola USA.

☐ If Billing Address, Phone Number or Ownership has changed, please check box and provide information on back of this stub.

0000000000000000081107799

Cut on dotted line. Send top portion with payment.



TERMS OF SALE	DUE UPON RECEIPT
---------------	------------------

PAGE 2

INVOICE DATE:	09/27/2016
INVOICE NUMBER:	81107799
MULTI PAGE	SEE PAGE 1

REFERENCE INFORMATION

REFERENCE#: 1687656
SHIP DOCUMENT: 64971
REFERENCE DATE: 09/08/2016

SOLD-TO ACCOUNT#: 1347951

SHIPPED-TO LOCATION
SHIPPED-TO ACCOUNT#: 1877957

STORE#: 66132
SUBWAY
3181 N WHITE SANDS BLVD
ALAMOGORDO NM 88310

INVOICE DETAIL

MSG	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
		SALES DOCUMENT NUMBER 1064971 CONTACT Lisa Goodman-Bohler / 404-676-7560		

REC'D OCT - 5 2016

BILLING INQUIRIES

1-800-638-1985 MONDAY THROUGH FRIDAY 8:30 AM - 6:00 PM EST

MAIL:1347951 AR:6036210 SHIP:1877957

(40-09FET)

Subway

Vendor : 32617 COCA-COLA USA

Purchase Order # :1687656
Order Contact :Danielle Dionne
Store Number : 66132
Email Contact :dionne_d
Contact Ext :1514

Bill To :
DOCTOR'S ASSOCIATES INC.
325 SUB WAY
MILFORD, CT 06461
USA

Ship To :
Pankaj Malhotra
3181 N White Sands Blvd
Suite Fl / Subway 66132
Alamogordo, NM 88310
USA

Order Date	Estimated Ship Date	Ship Via	Call Before Delivery
05/25/16	06/01/16	PPD	818-481-8636

Item #	Description	Quantity	Unit Price	Extended Price
1421	STD BKROOM PKG/COKE INSTALL	1	3596.19	3596.19
Subtotal				3596.19
Buffer				359.62
Total				3955.81

Doctor's Associates Inc. is an Affirmative Action Employer.



Duke Manufacturing Co
2305 N. Broadway
St. Louis, MO 63102
Phone: 314-231-1130
Fax: 314-231-5074

REMIT TO: P.O. Box 503574
ST. LOUIS, MO 63150-3574

Invoice: 1267315

INVOICE

Invoice Date: 9/14/2016

Page: 1 of 1

Sold To: 26870
Doctors Associates
325 Sub Way
Milford CT 06461
US

Ship To: Subway 66132
630 S White Sands Blvd
Alamogordo NM 88310
US

apinvoicing@subway.com; dukeinv@violagroup.com

Phone:

PO Number: 1694208	Date Ordered: 9/13/2016	F.O.B.: Origin
Sales Person: Viola Marketing Group	Ship Date: 9/13/2016	Ship Via: UPS Ground
Duke Order No: 394287	Payment Terms: 1% 30, Net 45	Shipper:
Project Name:	A SERVICE CHARGE INTEREST PENALTY OF 1.5% PER MONTH MAY BE APPLIED TO ALL DELINQUENT ACCOUNTS.	

Part	Description	Quantity	Net Price	Ext Net Price
215902	PRERINSE, FAUCET, TEE#83941	1	283.25	283.25

REC'D SEP 15 2016

9115116 emailed Tina

Please contact Customer Service (SB1433) for assistance.

Line Total:	\$	283.25
Taxes:	\$	0.00
Total Miscellaneous Charges:	\$	0.00
Total:	\$	283.25

Shipped From: Sedalia Plant

The transaction contemplated by this document and any related documents shall be subject to and governed by the Terms of Sale which are available at www.Dukemfg.com/terms, and such Terms of Sale are incorporated in full by this reference. Duke Manufacturing Co., and any subsidiaries, reject any other terms or conditions whether presented verbally, in any other documents (including without limitation purchase orders, acknowledgments, confirmations, or bills of lading), or otherwise.

Subway

Vendor : 552 DUKE MANUFACTURING CO INC

Purchase Order # :1694208
 Order Contact :Danielle Dionne
 Store Number : 66132
 Email Contact :dionne_d
 Contact Ext :1514

Bill To :
 DOCTOR'S ASSOCIATES INC.
 325 SUB WAY
 MILFORD, CT 06461
 USA

Ship To :
 Pankak Malhotra
 Subway # 66132
 630 S White Sands Blvd
 Otero, NM 88310
 USA

Order Date	Estimated Ship Date	Ship Via	Call Before Delivery
09/13/16	09/20/16	PPD	818-481-8636

Item #	Description	Quantity	Unit Price	Extended Price
1474	PR3EF PRE-RINSE W/FT	1	283.25	283.25
50663	EST DUKE SHIPPING	3	20.00	60.00

Subtotal	343.25
Buffer	34.33
Total	377.58

Doctor's Associates Inc. is an Affirmative Action Employer.



Duke Manufacturing Co
2305 N. Broadway
St. Louis, MO 63102
Phone: 314-231-1130
Fax: 314-231-5074

REMIT TO: P.O. Box 503574
ST. LOUIS, MO 63150-3574

Invoice: 1271504

INVOICE

Invoice Date: 10/6/2016

Page: 1 of 1

Sold To: 28870
Doctors Associates
325 Sub Way
Milford CT 06461
US

Ship To:
Subway 66132
630 S White Sands Blvd
Alamogordo NM 88310
US

apinvoicing@subway.com; dukeinv@violagroup.com

Phone:

PO Number: 1694208

Date Ordered: 9/13/2016

F.O.B.: Origin

Sales Person: Viola Marketing Group

Ship Date: 10/6/2016

Ship Via: UPS Ground

Duke Order No: 394287

Payment Terms: 1% 30, Net 45

Shipper:

Project Name:

A SERVICE CHARGE INTEREST PENALTY OF 1.5% PER MONTH MAY BE APPLIED
TO ALL DELINQUENT ACCOUNTS.

Part	Description	Quantity	Net Price	Ext Net Price
Billing	** Billing Only **	1	0.00	0.00
For freight charges left off original invoice in error				
RE: Invoice 1267315 dated 9-14-16 SO 394287				

Miscellaneous Charges

Description	Amount
Freight	18.67
Miscellaneous Total	18.67

RECEIVED OCT 07 2016

Line Total: \$ 0.00

Taxes: \$ 0.00

Total Miscellaneous Charges: \$ 18.67

Total: \$ 18.67

Shipped From Sedalia Plant

The transaction contemplated by this document and any related documents shall be subject to and governed by the Terms of Sale which are available at www.Dukemfg.com/terms, and such Terms of Sale are incorporated in full by this reference. Duke Manufacturing Co., and any subsidiaries, reject any other terms or conditions whether presented verbally, in any other documents (including without limitation purchase orders, acknowledgments, confirmations, or bills of lading), or otherwise.

Subway

Vendor : 552 DUKE MANUFACTURING CO INC

Purchase Order # :1694208
Order Contact :Danielle Dionne
Store Number : 66132
Email Contact :dionne_d
Contact Ext :1514

Bill To :
DOCTOR'S ASSOCIATES INC.
325 SUB WAY
MILFORD, CT 06461
USA

Ship To :
Pankak Malhotra
Subway # 66132
630 S White Sands Blvd
Otero, NM 88310
USA

Order Date	Estimated Ship Date	Ship Via	Call Before Delivery
09/13/16	09/20/16	PPD	818-481-8636

Item #	Description	Quantity	Unit Price	Extended Price
1474	PR3EF PRE-RINSE W/FT	1	283.25	283.25
50663	EST DUKE SHIPPING	3	20.00	60.00

Subtotal 343.25
Buffer 34.33
Total : 377.58

✓
18.67

Doctor's Associates Inc. is an Affirmative Action Employer.

INTERMETRO INDUSTRIES CORPORATION
651 N. WASHINGTON ST
WILKES-BARRE, PA 18705
PHONE: 800-992-1776
FAX: 800-638-9263



PLEASE NOTE OUR REMIT TO HAS CHANGED.
Intermetro Industries Corporation
75 Remittance Drive Dept 3044
Chicago, IL 60675-3044

Bill To :
DOCTORS ASSOCIATES INC
SUBWAY
ATTN: LORI MOORE OR TRACEY GATES
325 SUB WAY
MILFORD CT
06461
United States

Invoice #: 11245928
Invoice Date: 01-JUN-16
Date Shipped: 01-JUN-16
Purchase Order: 1687626S
Terms: 1%-10 Net 30

Page 2 of 2

Ship To :
DUKE MANUFACTURING CO
601 DUKE DRIVE
DOOR #15
SEDALIA MO
65301
United States

Customer #: 2300020204
Pro Number: W/ 11281646
Carrier Name: USF HOLLAND INC

Acknowledgement: TDC 11280268 **FINAL** **F 131F**

Quantity	Catalog No. & Description	Unit Price	% Disc.	Net Amount
12	74PK3 74" METROSEAL III POST LBL: ITEM SUBWAY #66132 ITEM #58405S	6.05		72.60
4	9993Z FOOT PLATE LBL: ITEM SUBWAY #66132 ITEM #58405S	2.53		10.12
1	P2424BR DUNNAGE RACK: LBL: ITEM SUBWAY #66132 ITEM #58771S	134.00	50% 63%	24.78

NET AMOUNT PAYABLE IN USD 107.50

Cash discount of 16.75 If paid by 11-JUN-16

Original Invoice No merchandise may be returned without written permission

RECEIVED JUN 06 2016

Subway

Vendor : 13271 FRANCHISEE SHIPPING CENTER CO. Purchase Order # :1687635
 Order Contact :Danielle Dionne
 Store Number : 66132
 Email Contact :dionne_d
 Contact Ext :1514

Bill To :
 DOCTOR'S ASSOCIATES INC.
 325 SUB WAY
 MILFORD, CT 06461
 USA

Ship To :
 Pankaj Malhotra/ #66132
 c/o Duke Mfg Co.
 601 Duke Drive Door # 15
 Sedalia, MO 65301
 USA

Order Date	Estimated Ship Date	Ship Via	Call Before Delivery
05/25/16	06/01/16	PPD	660-827-2661

Item #	Description	Quantity	Unit Price	Extended Price
108962	PURE FOAM HAND SOAP DISP-BLACK	3	10.24	30.72 29.80
			Subtotal	30.72
			Buffer	3.07
			Total	33.79

Doctor's Associates Inc. is an Affirmative Action Employer.



Reference Doc 1687639
 Date 5/25/2016
 Page 1 of 1

Bill To
Doctor's Associates Inc - 313 Doctor's Associates Inc- 313 325 Sub Way Milford, CT 06460 USA

Ship To
Pankaj Mehta Subway # 66132 630 S White Sands Blvd ALAMOGORDO, NM 88310 USA

Invoice	Customer No.	Payment Terms	Master No
INV2293003	80045	313	10,660,503

Invoice	Billed	B/O	Item Number	Description	Disc	Unit Price	Ext Price
1	1	0	111369	STORE #65629 APACK QTE 697	0.000	USD 2363.68	USD 2363.68

RECEIVED
 JUN 06 2016

SUBTOTAL	USD 2363.68
TRADE DISCOUNT	USD 70.00
FREIGHT	USD 0.00
MISCELLANEOUS	USD 0.00
SALES TAX	USD 0.00
TOTAL	USD 2293.68

Subway

Vendor : 22751 INTERMETRO IND. CORP.

Purchase Order # :1687626
 Order Contact :Danielle Dionne
 Store Number : 66132
 Email Contact :dionne_d
 Contact Ext :1514

Bill To :
 DOCTOR'S ASSOCIATES INC.
 325 SUB WAY
 MILFORD, CT 06461
 USA

Ship To :
 Pankaj Malhotra/ #66132
 c/o Duke Mfg Co.
 601 Duke Drive Door # 15
 Sedalia, MO 65301
 USA

Order Date	Estimated Ship Date	Ship Via	Call Before Delivery
05/25/16	06/01/16	FRT	660-827-2661

Item #	Description	Quantity	Unit Price	Extended Price
2189	SHELV ACC CSTR RBR W/BRK 5MB	4	6.89	27.56
2200	SHELV SMARTWALL SWPS-36K3	1	166.91	166.91
2205	SHELV SMARTWALL SWPS-48K3	1	203.20	203.20
2230	SHELV SMARTWALL SWWP-36K3	1	221.55	221.55
58405	INTERMETRO Q# FA1613 (66132)	1	1031.12	1031.12
58771	DUNNAGE RACK P2424BR	1	24.79	24.79

Subtotal	1675.13 ✓
Buffer	167.52
Total	: 1842.65

Doctor's Associates Inc. is an Affirmative Action Employer.

INTERMETRO INDUSTRIES CORPORATION
651 N. WASHINGTON ST.
WILKES-BARRE, PA 18705
PHONE: 800-992-1776
FAX: 800-638-9263



PLEASE NOTE OUR REMIT TO HAS CHANGED.
Intermetro Industries Corporation
75 Remittance Drive Dept 3044
Chicago, IL 60675-3044

Bill To :
DOCTORS ASSOCIATES INC
SUBWAY
ATTN: LORI MOORE OR TRACEY GATES
325 SUB WAY
MILFORD CT
06461
United States

Invoice #: 11245928
Invoice Date: 01-JUN-16
Date Shipped: 01-JUN-16
Purchase Order: 1687626S
Terms: 1%-10 Net 30

Page 1 of 2

Ship To :
DUKE MANUFACTURING CO
601 DUKE DRIVE
DOOR #15
SEDALIA MO
65301
United States

Customer #: 2300020204
Pro Number: W/ 11281646
Carrier Name: USF HOLLAND INC

Acknowledgement: TDC 11280268 **FINAL** **F 131F**

Quantity	Catalog No. & Description	Unit Price	% Disc.	Net Amount
4	5MB BRAKE CASTER W/BMPR LBL: ITEM SUBWAY #66132 ITEM #2189S	38.50	50%	27.50
1	SWP-PS36K3 SWP MASTER PACK LBL: ITEM SUBWAY #66132 ITEM #2200S	166.91	64.2%	166.91
1	SWP-PS48K3 SWP MASTER PACK LBL: ITEM SUBWAY #66132 ITEM #2205S	203.20		203.20
1	SWP-WP36K3 UNIT CONSISTING OF: LBL: ITEM SUBWAY #66132 ITEM #2230S	221.55		221.55
20	2442NK3 24X42 METROSEAL III SHF LBL: ITEM SUBWAY #66132 ITEM #58405S	23.21		464.20
5	2436NK3 24X36 METROSEAL III SHF LBL: ITEM SUBWAY #66132 ITEM #58405S	19.01		95.05
20	74PK3 74" METROSEAL III POST LBL: ITEM SUBWAY #66132 ITEM #58405S	6.05		121.00
5	1860NK3 18X60 SES METROSEAL W/MICRO LBL: ITEM SUBWAY #66132 ITEM #58405S	22.33		111.65
5	1824NK3 18X24 SES METROSEAL W/MICRO LBL: ITEM SUBWAY #66132 ITEM #58405S	14.92		74.60
5	1442NK3 14X42 SES METROSEAL W/MICRO LBL: ITEM SUBWAY #66132 ITEM #58405S	16.38		81.90

RECEIVED JUN 08 2016

2) Store # 66132

Sales
For 0. *

1,250.00 +
75.00 -
2,988.42 +
548.42 -
10,221.00 -
400.00 -
660.00 -
125.00 -
989.60 -
81.44 -
1,218.58 +
10.90 +
6.20 -
178.63 +
2,723.86 +
1,675.13 +
1,302.28 +
39.55 +
9.75 -
2,292.96 +
734.00 +
79.00 -
125.00 +
1,500.00 +
38.93 +
14.62 -
1,887.67 +
153.67 -
446.28 +
12.50 +
12.50 -
18,296.15 +
2,641.45 +

018

2,641.45 -
1,120.00 +
907.00 +
357.20 +
6,697.17 +
12,454.83 -
1,671.83 -
5,932.58 +
761.87 -
1,173.93 +
1,117.42 +
158.02 +
2,811.00 -
99.00 -
458.13 +
18.13 -
937.81 +
303.00 -
151.84 +
135.00 -
268.04 +
93.04 -
677.20 +
121.00 -
195.86 +
15.86 -
259.98 +
115.53 -
3,596.19 +
123.83 -
283.25 +
18.67 +
18.67 -
83,165.20 +
83,165.20 +
83,165.20 x
5.125 x
4,262.22 *

Parkay Makhota

FID
Fund 0. *

1,250.00 +
2,988.42 -
10,221.00 +
660.00 +
989.60 +
1,218.58 +
10.90 +
178.63 +
2,723.86 +
1,675.13 +
1,302.28 +
39.55 +
2,292.96 +
734.00 +
125.00 +
1,500.00 +
38.93 +
1,887.67 +
446.28 +
12.50 +
18,296.15 +
2,641.45 +
1,120.00 +
907.00 +
357.20 +
6,697.17 +
12,454.83 +
5,932.58 +
1,173.93 +
1,117.42 +
158.02 +
2,811.00 +

042

458.13 +
937.81 +
151.84 +
135.00 -
268.04 +
677.20 +
195.86 +
259.98 +
3,596.19 +
283.25 +
18.67 +
4,262.22 +
94,916.23 +

041

103,526.49 -

8,610.26 -

000

12,872.48 +
4,262.22 -
8,610.26 *

2

Country : USA
For : fuller_s
Thru : 2016-10-10

Subway
313 Account Activity Report

Page 4

Store # : 66132 Pankaj K Malhotra (Kumar)

Open Date : 09/21/16

Address : 3181 N White Sands Blvd
Alamogordo, NM 88310

Coordinator : 606 Danielle Dionne

5.125%
Use Tax
NTS&H/NTS

Vendor Name	Date	Edit List		P.O.		Invoice		Transaction		Real Balances		Available Balances	
		Num	Amount	Num	Amount	Num	Amount	Cash	Lease	Cash	Lease	Cash	Lease
MODERNISTIC	09/01/16			1693056C	280.50	338711	268.04	-268.04	✓	17903.63	.00	13147.54	.00
REFUND BUFFER	09/01/16			1693056C		338711		12.46		17903.63	.00	13160.00	.00
DOCTOR'S ASSO	09/13/16	303104	918.80	1694207V	74.32			-74.32		17903.63	.00	13085.68	.00
DUKE MANUFACT	09/13/16	303104	918.80	1694208C	377.58			-377.58		17903.63	.00	12708.10	.00
FOLDCRAFT CO.	09/13/16	303104	918.80	1694209C	268.90			-268.90		17903.63	.00	12439.20	.00
MANITOWOC FSG	09/13/16	303104	918.80	1694210C	198.00			-198.00		17903.63	.00	12241.20	.00
REFUND VOID P	09/14/16			1694207V	74.32			74.32		17903.63	.00	12315.52	.00
DUKE MANUFACT	09/19/16			1693057C	787.82	1267771	677.20	-677.20	✓	17226.43	.00	12315.52	.00
REFUND BUFFER	09/19/16			1693057C		1267771		110.62		17226.43	.00	12426.14	.00
MANITOWOC FSG	09/21/16			1694210C	198.00	1857836	195.86	-195.86	✓	17030.57	.00	12426.14	.00
REFUND BUFFER	09/21/16			1694210C		1857836		2.14		17030.57	.00	12428.28	.00
FOLDCRAFT CO.	09/27/16			1694209C	268.90	133250	259.98	-259.98	✓	16770.59	.00	12428.28	.00
REFUND BUFFER	09/27/16			1694209C		133250		8.92		16770.59	.00	12437.20	.00
COCA-COLA USA	10/06/16			1687656C	3955.81	81107799	3596.19	-3596.19	✓	13174.40	.00	12437.20	.00
REFUND BUFFER	10/06/16			1687656C		81107799		159.62		13174.40	.00	12796.82	.00
DUKE MANUFACT	10/07/16			1694208C	377.58	1267315	283.25	-283.25	✓	12891.15	.00	12796.82	.00
REFUND BUFFER	10/07/16			1694208C		1267315		28.33		12891.15	.00	12825.15	.00
DUKE MANUFACT	10/07/16			1694208C	377.58	1271504	18.67	-18.67	✓	12872.48	.00	12825.15	.00
REFUND BUFFER	10/07/16			1694208C		1271504		47.33		12872.48	.00	12872.48	.00
Balance										12872.48	.00	12872.48	.00

Country : USA
For : fuller_s
Thru : 2016-10-10

Subway
313 Account Activity Report

Page 3

Store # : 66132 Pankaj K Malhotra (Kumar)

Open Date : 09/21/16

Address : 1181 N White Sands Blvd
Alamogordo, NM 88310

Coordinator : 606 Danielle Dionne

Vendor Name	Date	Edit List		P.O.		Invoice		Transaction		Real Balances		Available Balances	
		Num	Amount	Num	Amount	Num	Amount	Cash	Lease	Cash	Lease	Cash	Lease
REFUND VOID P	06/09/16			1687649V						75577.65	.00	8271.94	.00
REFUND VOID P	06/09/16			1687650V						75577.65	.00	8271.94	.00
REFUND VOID P	06/09/16			1687651V						75577.65	.00	8271.94	.00
REFUND VOID P	06/09/16			1687652V						75577.65	.00	8271.94	.00
REFUND VOID P	06/09/16			1687655V						75577.65	.00	8271.94	.00
SUNGLO FABRIC	06/13/16			1687640C	3302.8581815A	1887.67	-1887.67	✓		73689.98	.00	8271.94	.00
HOUSE OF FARA	06/13/16			1687642C	490.91950522	446.28	-446.28	✓		73243.70	.00	8271.94	.00
HOUSE OF FARA	06/13/16			1687636C	27.50950523	12.50	-12.50	✓		73231.20	.00	8271.94	.00
REFUND BUFFER	06/13/16			1687640C	81815A		19.73			73231.20	.00	8291.67	.00
REFUND BUFFER	06/13/16			1687642C	950522		44.63			73231.20	.00	8336.30	.00
REFUND BUFFER	06/13/16			1687636C	950523		15.00			73231.20	.00	8351.30	.00
DUKE MANUFACT	06/17/16			1687618C	24113.271251355	18296.15	-18296.15	✓		54935.05	.00	8351.30	.00
REFUND BUFFER	06/17/16			1687618C	1251355		1829.62			54935.05	.00	10180.92	.00
DUKE MANUFACT	06/17/16			1687618C	24113.271251762	2641.45	-2641.45	✓		52293.60	.00	10180.92	.00
REFUND BUFFER	06/17/16			1687618C	1251762		1346.05			52293.60	.00	11526.97	.00
ACP, INC.	06/20/16			1687631C	1232.00296891	1120.00	-1120.00	✓		51173.60	.00	11526.97	.00
REFUND BUFFER	06/20/16			1687631C	296891		112.00			51173.60	.00	11638.97	.00
LOCKWOOD MANU	06/21/16			1687620C	997.70274970	907.00	-907.00	✓		50266.60	.00	11638.97	.00
NEMCO FOOD EQ	06/21/16			1687621C	392.92938590	357.20	-357.20	✓		49909.40	.00	11638.97	.00
REFUND BUFFER	06/21/16			1687620C	274970		90.70			49909.40	.00	11729.67	.00
REFUND BUFFER	06/21/16			1687621C	938590		35.72			49909.40	.00	11765.39	.00
FOLDCRAFT CO.	06/21/16			1687619C	7366.89130013A	6697.17	-6697.17	✓		43212.23	.00	11765.39	.00
EVERBRITE LLC	06/21/16			1687657C	12774.30880846	12434.83	-12434.83	✓		30777.40	.00	11765.39	.00
REFUND BUFFER	06/21/16			1687619C	130013A		669.72			30777.40	.00	12435.11	.00
REFUND BUFFER	06/21/16			1687657C	880846		339.47			30777.40	.00	12774.58	.00
SPECIALTY STO	06/21/16			1687654C	6732.791001422285932.58	-5932.58		✓		24844.82	.00	12774.58	.00
REFUND BUFFER	06/21/16			1687654C	100142228		800.21			24844.82	.00	13574.79	.00
BUNN-O-MATIC	06/21/16			1687629C	1296.4092022141	1173.93	-1173.93	✓		23670.89	.00	13574.79	.00
REFUND BUFFER	06/21/16			1687629C	92022141		117.40			23670.89	.00	13692.19	.00
TRUE SALES CO	06/23/16			1687632C	1229.163578345	1117.42	-1117.42	✓		22553.47	.00	13692.19	.00
REFUND BUFFER	06/23/16			1687632C	3578345		111.74			22553.47	.00	13803.93	.00
RTC INDUSTRIE	06/24/16			1687637C	173.82110811655	158.02	-158.02	✓		22395.45	.00	13803.93	.00
REFUND BUFFER	06/24/16			1687637C	110811655		15.80			22395.45	.00	13819.73	.00
IPC POS	07/08/16			1687616C	3092.101687616	2811.00	-2811.00	✓		19584.45	.00	13819.73	.00
REFUND BUFFER	07/08/16			1687616C	1687616		281.10			19584.45	.00	14100.83	.00
VALUE PAY SER	07/20/16			1687643C	484.001687643	458.13	-458.13	✓		19126.32	.00	14100.83	.00
REFUND BUFFER	07/20/16			1687643C	1687643		25.87			19126.32	.00	14126.70	.00
REFUND VOID P	07/22/16			1687639V	13.48		13.48			19126.32	.00	14140.18	.00
VISUAL GRAPHI	07/25/16			1687641C	863.30328977	937.81	-937.81	✓		18188.51	.00	14140.18	.00
REFUND BUFFER	07/25/16			1687641C	328977		-74.51			18188.51	.00	14065.67	.00
IPC POS	08/03/16			1687714C	167.031687714	151.84	-151.84	✓		18036.67	.00	14065.67	.00
REFUND BUFFER	08/03/16			1687714C	1687714		15.19			18036.67	.00	14080.86	.00
IPC CREDIT	08/22/16				100000044		135.00	✗		18171.67	.00	14215.86	.00
DOCTOR'S ASSO	08/25/16	303009	1162.34	1693055V	94.02		-94.02			18171.67	.00	14121.84	.00
MODERNISTIC,	08/25/16	303009	1162.34	1693056C	280.50		-280.50			18171.67	.00	13841.34	.00
DUKE MANUFACT	08/25/16	303009	1162.34	1693057C	787.82		-787.82			18171.67	.00	13053.52	.00
REFUND VOID P	08/26/16			1693055V	94.02		94.02			18171.67	.00	13147.54	.00

INVOICE

TPC Group
2801 Lofty Drive
Fort Wayne, IN 46808
Phone: 877-872-1199
Fax: 260-432-2011
E-mail: jone@fwtpc.com

Date 5/25/2016
Invoice # 13526
P.O. No. 1687645
Work Order # SW4412

Bill To

Doctor's Associates Inc.
325 Sub Way
Milford, CT 06461

Ship To

Subway 66132
Pankaj Malhotra
630 S. White Sands Blvd.
Alamogordo, 88310

		Project	66132
Quantity	Description	Amount	
1	Illuminated 87" Subway Logo Sign	1,175.00	
1	Shipping Charges	75.00	
		REC'D MAY 26 2016	
		Total	\$1,250.00

Phone #	Fax #	E-mail
260-459-1300	260-432-2011	jone@fwtpc.com

INVOICE

TPC Group
2801 Lofty Drive
Fort Wayne, IN 46808
Phone: 877-872-1199
Fax: 260-432-2011
E-mail: jone@fwtpc.com

Date 5/25/2016
Invoice # 13529
P.O. No. 1687658
Work Order # SW4413

Bill To

Doctor's Associates Inc.
325 Sub Way
Milford, CT 06461

Ship To

Subway 66132
Pankaj Malhotra
3181 N. White Sands Blvd.
Suite F1
Alamogordo, NM 88310

		Project	66132
Quantity	Description	Amount	
1	Feather Weight Wave Soffit/Set of 4 W/LED LIGHTS	2,440.00	
1	Shipping Charges	548.42	
		REC'D MAY 26 2016	
		Total	\$2,988.42

Phone #	Fax #	E-mail
260-459-1300	260-432-2011	jone@fwtpc.com

Subway

Vendor : 32717 TPC GROUP

Purchase Order # :1687645
 Order Contact :Danielle Dionne
 Store Number : 66132
 Email Contact :dionne_d
 Contact Ext :1514

Bill To :
 DOCTOR'S ASSOCIATES INC.
 325 SUB WAY
 MILFORD, CT 06461
 USA

Ship To :
 Pankak Malhotra
 Subway # 66132
 630 S White Sands Blvd
 Otero, NM 88310
 USA

Order Date	Estimated Ship Date	Ship Via	Call Before Delivery
05/25/16	06/01/16	PPD	575-437-7461

Item #	Description	Quantity	Unit Price	Extended Price
62272	87" SS ILLUMINATED SIGN	1	1175.00	1175.00
62315	STRAIGHT/WAVE SOFFIT FONTHILL	1	.00	.00
Subtotal				1175.00 ✓
Buffer				117.50
Total				: 1292.50

Doctor's Associates Inc. is an Affirmative Action Employer.

Subway

Vendor : 32717 TPC GROUP

Purchase Order # :1687658
Order Contact :Danielle Dionne
Store Number : 66132
Email Contact :dionne_d
Contact Ext :1514

Bill To :
DOCTOR'S ASSOCIATES INC.
325 SUB WAY
MILFORD, CT 06461
USA

Ship To :
Pankaj Malhotra
3181 N White Sands Blvd
Suite Fl / Subway 66132
Alamogordo, NM 88310
USA

Order Date	Estimated Ship Date	Ship Via	Call Before Delivery
05/25/16	06/01/16	PPD	818-481-8636

Item #	Description	Quantity	Unit Price	Extended Price
62299	TPC SOFFIT EST SHIP CHARGE	5	100.00	500.00
62309	FEATHERWEIGHT WAVE SOFFIT/4	1	2440.00	2440.00
Subtotal				2940.00 ✓
Buffer				294.00
Total				3234.00

Doctor's Associates Inc. is an Affirmative Action Employer.

NU-VU FOOD SERVICE SYSTEMS/DOYON INC.

INVOICE

United States Location
5600 13th Street, Menominee, MI 49858

Ph (906)863-4401 Fx (906)863-5889

REMIT TO:
NU-VU FOOD SERVICE SYSTEMS/DOYON INC.
13542 Collections Center Dr.
Chicago, IL 60693



Sold to:
DOCTOR'S ASSOCIATES INC.
325 SUB WAY
MILFORD CT 06461
USA

Ship to:
SUBWAY #066132
ATTN: PANKAJ MALHOTRA
3181 N WHITE SANDS BLVD
CLL 24 818-481-8636
ALAMOGORDO NM 88310
USA

DATE: 5/27/16

DUE ON: 6/26/16

TERMS: NET 30 DAYS

CUSTOMER	ORDER	SLSREP	P.O. NUMBER	INVOICE NUMBER
26 644560	CO 314335	100	1687653	210943
SHIP VIA			SALES TERMS	SHIP DATE
LIFTGATE REQUIRED				5/27/16
			BUYING GRP	

LINE NO	ITEM NUMBER/DESCRIPTION	QUANTITY/PRICE	NET SALES AMOUNT
	Carrier . . . OLD DOMINION Tracking number 01904495304 3RD PTY BILLING: DOYON/NU-VU (NU990) C/O RETRANS FREIGHT SRVCS P.O. BOX 9490 FALL RIVER, MA 02720		
	X5-30-SW-R136 X5-30-SW,RH,208-240V,3PH	EA 1.000 7,495.000	7,495.00
	Serial number: 554140010216		
	Subway Configuration 208-240V Three Phase Right Hinge Cord and Plug		
	113-9044 ASSY,CART,X5,OPEN W/O DOORS	EA 1.000 400.000	400.00
	Carrier . . . OLD DOMINION Tracking number 01904495304 112-9166 ASSY,FILTER,WATER,SOFTENING	EA 1.000 226.000	226.00
	NV-WOV35-120 VENTLESS HOOD,120V	EA 1.000 1,700.000	1,700.00
	FREIGHT		400.00
	Tax Registration Numbers 7392129-000		

RECEIVED

MAY 31 2016

NU-VU FOOD SERVICE SYSTEMS/DOYON INC.

United States Location
5600 13th Street, Menominee, MI 49858

Ph (906)863-4401 Fx (906)863-5889

INVOICE

REMIT TO:
NU-VU FOOD SERVICE SYSTEMS/DOYON INC.
13542 Collections Center Dr.
Chicago, IL 60693



Sold to:

DOCTOR'S ASSOCIATES INC.
325 SUB WAY
MILFORD CT 06461
USA

Ship to:

SUBWAY #066132
ATTN:PANKAJ MALHOTRA
3181 N WHITE SANDS BLVD
CLL 24 818-481-8636
ALAMOGORDO NM 88310
USA

DATE: 5/27/16

DUE ON: 6/26/16

TERMS: NET 30 DAYS

CUSTOMER	ORDER	SLSREP	P.O. NUMBER	INVOICE NUMBER
26 644560	CO 314335	100	1687653	210943
SHIP VIA			SALES TERMS	SHIP DATE
LIFTGATE REQUIRED				5/27/16
				BUYING GRP

LINE NO	ITEM NUMBER/DESCRIPTION	QUANTITY/PRICE	NET SALES AMOUNT

FEIN # 20-2095138

NET SALES: 9,821.00
MISC. CHARGES: .00
FREIGHT: 400.00
TAXES: .00

TRADE DISCOUNT: .00
TERMS DISCOUNT: .00
AMOUNT DUE: 10,221.00 USD

Subway

Vendor : 717 NU-VU FOOD SERVICE SYSTEMS

Purchase Order # :1687653
Order Contact :Danielle Dionne
Store Number : 66132
Email Contact :dionne_d
Contact Ext :1514

Bill To :
DOCTOR'S ASSOCIATES INC.
325 SUB WAY
MILFORD, CT 06461
USA

Ship To :
Pankaj Malhotra
3181 N White Sands Blvd
Suite Fl / Subway 66132
Alamogordo, NM 88310
USA

Order Date	Estimated Ship Date	Ship Via	Call Before Delivery
05/25/16	06/01/16	PPD	818-481-8636

Item #	Description	Quantity	Unit Price	Extended Price
5741	EST NUVU OVEN ONLY SHIP CHARGE	1	200.00	200.00
99400	NUVUX5 TEST OVEN 30AMP/3PH RT	1	8521.00	8521.00 8121.00
99410	X5 TEST OVEN VENTLESS HOOD	1	1700.00	1700.00
Subtotal				10421.00
Buffer				1042.10
Total				: 11463.10

Doctor's Associates Inc. is an Affirmative Action Employer.

NU-VU FOOD SERVICE SYSTEMS/DOYON INC.

United States Location
5600 13th Street, Menominee, MI 49858

Ph (906)863-4401 Fx (906)863-5889

INVOICE

REMIT TO:
NU-VU FOOD SERVICE SYSTEMS/DOYON INC.
13542 Collections Center Dr.
Chicago, IL 60693



Sold to:

DOCTOR'S ASSOCIATES INC.
325 SUB WAY
MILFORD CT 06461
USA

Ship to:

SUBWAY #066132
ATTN: PANKAJ MALHOTRA
3181 N WHITE SANDS BLVD
CLL 24 818-481-8636
ALAMOGORDO NM 88310
USA

DATE: 5/28/16

DUE ON: 6/27/16

TERMS: NET 30 DAYS

CUSTOMER	ORDER	SLSREP	P.O. NUMBER	INVOICE NUMBER
26 644560	CO 314334	100	1687622	210988
SHIP VIA			SALES TERMS	SHIP DATE
				5/28/16
				BUYING GRP

LINE NO	ITEM NUMBER/DESCRIPTION	QUANTITY/PRICE	NET SALES AMOUNT
	Carrier . . : HKI CONSOLIDATION TRUCK Tracking number		
	HCR18-L ENCLOSED BREAD CABINET LH	EA 1.000 535.000	535.00
	FREIGHT		125.00
	Tax Registration Numbers 7392129-000		
RECEIVED MAY 31 2016			

FEIN # 20-2095138

NET SALES: 535.00
MISC. CHARGES: .00
FREIGHT: 125.00
TAXES: .00

TRADE DISCOUNT: .00
TERMS DISCOUNT: .00
AMOUNT DUE: 660.00 USD

Subway

Vendor : 717 NU-VU FOOD SERVICE SYSTEMS

Purchase Order # :1687622
Order Contact :Danielle Dionne
Store Number : 66132
Email Contact :dionne_d
Contact Ext :1514

Bill To :
DOCTOR'S ASSOCIATES INC.
325 SUB WAY
MILFORD, CT 06461
USA

Ship To :
Pankaj Malhotra/ #66132
c/o Duke Mfg Co.
601 Duke Drive Door # 15
Sedalia, MO 65301
USA

Order Date	Estimated Ship Date	Ship Via	Call Before Delivery
05/25/16	06/01/16	FRT	660-827-2661

Item #	Description	Quantity	Unit Price	Extended Price
5721	NUVU ENC BREAD CAB HCR18L LT	1	535.00	535.00
Subtotal				535.00
Buffer				53.50
Total				588.50

Doctor's Associates Inc. is an Affirmative Action Employer.



BAKEWARE FOR
U.S. FOOD SERVICE

CHICAGO METALLIC

BAKEWARE FOR RETAIL & FOOD SERVICE

A BUNDY COMPANY

417 E. Water Street
P.O. Box 628
Urbana, OH 43078-0628
Customer Service: 800-323-3966
Sale Fax: 731-784-5404
Accounting: 937-652-3232
Accounting Fax 937-652-4859

REMIT TO:
Chicago Metallic Bakeware
6637 Reliable Parkway
Chicago, IL 60686

233595
05/26/16

SOLD TO
DOCTOR'S ASSOCIATES INC.
325 SUB WAY
ATTN: JILL JOSEPH
MILFORD, CT 06461

SHIP TO
SUBWAY #66132
630 S WHITE SANDS BLVD
OTERO, NM 88310

ORDER NO.	ORDER DATE	CUSTOMER NO.	LOC.	SLSMN	PURCHASE ORDER NO.	SHIP VIA	TERMS
0131309	05/25/16	00032506	TN	999	1687647	SEE BELOW	Prepaid
QTY. ORDER / B.O.	QTY. SHIP / RETURN	ITEM NO. / DESCRIPTION			UNIT PRICE	UOM	NET PRICE
48	48	CALL BEFORE DELIVERY: 575-437-7461 60490 5 WIDE METAL BREAD FORM			\$18.92	EA	\$908.16

RECEIVED MAY 31 2016

Thank You For Your Business

COMMENTS:
UPS
1Z08W0610374253266 05-26-16

TERMS: **NET 30**
SEE REVERSE SIDE FOR DETAILS
ORIGINAL - WHITE

SALE AMOUNT	\$908.16
FREIGHT	\$81.44
SALES TAX	\$.00
TOTAL	\$989.60
AMOUNT RECEIVED	\$.00
BALANCE DUE	\$989.60

OFFICE COPY - BLUE

Subway

Vendor : 32774 CHICAGO METALLIC BAKEWARE

Purchase Order # :1687647

Order Contact :Danielle Dionne

Store Number : 66132

Email Contact :dionne_d

Contact Ext :1514

Bill To :
DOCTOR'S ASSOCIATES INC.
325 SUB WAY
MILFORD, CT 06461
USA

Ship To :
Pankak Malhotra
Subway # 66132
630 S White Sands Blvd
Otero, NM 88310
USA

Order Date	Estimated Ship Date	Ship Via	Call Before Delivery
05/25/16	06/01/16	PPD	575-437-7461

Item #	Description	Quantity	Unit Price	Extended Price
6400	13X18 METAL BREAD FORM/DZ	4	227.04	908.16
6410	AMERICAN PAN EST SHIP CHARGE	1	28.00	28.00
Subtotal				936.16
Buffer				93.62
Total				: 1029.78

Doctor's Associates Inc. is an Affirmative Action Employer.



Fine Handprinting of Wallcoverings Since 1949

850 Washington Avenue, Carlstadt NJ 07072

Phone: (201) 935-0830 - Fax: (201) 935-0471

Invoice

81815

Bill To

Doctor's Associates
Att: Tracey/Lori - 313 acctg
325 Sub Way
Milford, CT 06461

Ship To

Pankak Malhotra
For Subway #66132
630 S White Sands Blvd.
Alamogordo, NM 88310

Cust PO #	Ship Via	Terms	Date
1687640	Fedex Ground	Net 30	5/27/2016

Quantity	Item #	Description	Price	Unit	Amount
0	59027A-L	Etched Cityscape Panel "A" Left	578.00		0.00
0	59027A-R	Etched Cityscape Panel "A" Right	578.00		0.00
0	59027B-L	Etched Cityscape Panel "B" Left	578.00		0.00
9	59028	Sage Green Wallcovering	8.75		78.75
20	59270	Red Rock Wallcovering	19.95		399.00
25	59271	Spanish Moss Wallcovering	19.95		498.75
34	60023	Red Wallcovering	7.12		242.08

RECEIVED MAY 31 2016

1 1/2% service charge to past due accounts after 30 days - 18% annual.

All claims for errors must be made within ten days from receipt of goods.

All goods FOB Carlstadt, NJ.

Total

\$1,218.58



Subway

Vendor : 19689 SUNGLO FABRICS, INC.

Purchase Order # :1687640
 Order Contact :Danielle Dionne
 Store Number : 66132
 Email Contact :dionne_d
 Contact Ext :1514

Bill To :
 DOCTOR'S ASSOCIATES INC.
 325 SUB WAY
 MILFORD, CT 06461
 USA

Ship To :
 Pankak Malhotra
 Subway # 66132
 630 S White Sands Blvd
 Otero, NM 88310
 USA

Order Date	Estimated Ship Date	Ship Via	Call Before Delivery
05/25/16	06/01/16	PPD	575-437-7461

Item #	Description	Quantity	Unit Price	Extended Price
59027	METRO ETCHED CITYSCAPE PANEL	3	578.00	1734.00
59028	METRO GREEN WALLCOVERING/YD	9	8.75	78.75
59270	METRO RED ROCK WALLCOVERING/YD	20	19.95	399.00
59271	METRO SPANISH MOSS WALLCVRG/YD	25	19.95	498.75
60023	RED WALLCOVERING/YD	34	7.12	242.08
60028	SUNGLO EST SHIP CHARGE	5	10.00	50.00

Subtotal 3002.58
 Buffer 300.27
 Total : 3302.85

Doctor's Associates Inc. is an Affirmative Action Employer.



Invoice

BUNN-O-MATIC
5020 ASH GROVE DRIVE
SPRINGFIELD, IL 62711 US
Tel No: 12175296601
Fax No: 12175850693
Internet: www.bunn.com



Invoice No. 92004647
Invoice Date 05/26/2016
Ref Sales Order No. 2641488
Delivery No. 81944809
Customer No. 329092
Currency USD
DUNS # 00-507-8522
Incoterm EXW
Ship From Warehouse CR01

Bill-To-Party
DOCTOR'S ASSOCIATES
325 SUBWAY
ATTN: 313 ACCOUNTING
MILFORD CT 06461

Ship-To-Party
DUKE MFG CO
601 DUKE DR
DOOR # 15
M/F: SUBWAY # 66132
SEDALIA MO 65301-2782

ORD DATE	PURCHASE ORDER NO		SHIP VIA	TERMS	SALESMAN	
05/25/2016	1687629		ADD	1% cash dsct in 10, Net 30	866 FOX, CHARLIE	
Ordered	Shipped	B/O	Material/Description		Unit Price \$	Value \$
Tracking No:	FED GD		676405077108			
1	1 EA		32965.0003/SPLASH GUARD, TB6		4.70	4.70
			Actual Freight			6.20
			Net due date of 06/25/2016			
			Discount available of 0.05 if paid before 06/05/2016			

RETURN AUTHORIZATION REQUIRED FOR ALL RETURNS. FOR AUTHORIZATION
CALL 800-837-8606 EXT 7273 FREIGHT TERMS: FOB FACTORY
1.5% PER MONTH SERVICE CHARGE FOR INVOICES 15 DAYS PAST DUE

Total Invoice Amount---> \$ 10.90

REMITTANCE

Customer #

329092

Invoice #

92004647

Invoice Amount

\$ 10.90

Remit To : Bunn-O-Matic Corporation
Commercial/ Accounts Receivable
24315 Network Pl
Chicago, IL 60673-1243

Amount Remitted

RECEIVED MAY 31 2016

Thank you for choosing BUNN. We appreciate your business and look forward to serving you again.

Subway

Vendor : 32597 BUNN-O-MATIC CORPORATION

Purchase Order # :1687629

Order Contact :Danielle Dionne

Store Number : 66132

Email Contact :dionne_d

Contact Ext :1514

Bill To :
DOCTOR'S ASSOCIATES INC.
325 SUB WAY
MILFORD, CT 06461
USA

Ship To :
Pankaj Malhotra/ #66132
c/o Duke Mfg Co.
601 Duke Drive Door # 15
Sedalia, MO 65301
USA

Order Date	Estimated Ship Date	Ship Via	Call Before Delivery
05/25/16	06/01/16	FRT	660-827-2661

Item #	Description	Quantity	Unit Price	Extended Price
1374	FUZE TEA PKG NEW STORE	1	1173.94	1173.94
79857	SPLASH GUARD	1	4.61	4.61 ✓
Subtotal				1178.55
Buffer				117.85
Total				1296.40

Doctor's Associates Inc. is an Affirmative Action Employer.

Billing Address: **SUBTECH**, PO BOX 6468, Lee's Summit, MO 64064

Office/Warehouse: SUBTECH, 2301 NE Independence Ave, Lee's Summit, MO 64064



SUBTECH

Website
SUBTECH.COM

Phone 816-795-9955

Fax 816-795-9966

Toll Free 888-358-8400

cservice@subtechnologies.com

SALES INVOICE

SI-1460130

5/26/2016



Customer	Contact	Ship To
C/O DUKE MFG CO. PANKAJ MALHOTRA/#66132 601 DUKE DRIVE DOOR # 15 SEDALIA, MO 65301 UNITED STATES Tel: (660) 827-2661		C/O DUKE MFG CO. PANKAJ MALHOTRA/#66132 601 DUKE DRIVE DOOR # 15 SEDALIA, MO 65301 UNITED STATES Tel: (660) 827-2661

Account	Terms	Due Date	Account Rep	Schedule Date
66132	SUBWAY HQ	7/5/2016	LUGENIA ANTWINE	5/26/2016
Sales Order	PO #	Reference	Ship VIA	Page Printed
SO-1458175	1687623		SAIA MOTORFREIGHT	1 11/21/2016

L Item	Description	Order	Ship	Price	UM	Discount	Amount
1659	WIRELESS SENSOR DOOR CHIME	1	1	\$30.50	EA		\$30.50
2115	SUBWAY 3 PACK COOKIE BAG	1	1	\$16.67	EA		\$16.67
3264	STAINLESS STEEL DRINK STATION	1	1	\$107.87	EA		\$107.87
47205	KNIFE, UTILITY	1	1	\$5.26	EA		\$5.26
5418	SPILL KIT, BLOODBORNE PATHOGEN ECONOMY	1	1	\$18.33	EA		\$18.33
6FS	FREE SHIPPING	1	1	\$0.00	EA		\$0.00

RECEIVED MAY 31 2016

Highlighted Items are on backorder.

PLEASE CALL THE RETURNS DEPT WITHIN 48 HRS of delivery for damage notification and before returning any items. All returns must have an RMA No. authorization, be adequately packaged, and must be unused. Authorized returns must be returned freight prepaid and within 30 days. Your account/credit card will be credited upon receipt of returned product pending inspection, minus freight charges. Special Order or non-standard goods are not returnable.

NOTE: BUYER IS RESPONSIBLE FOR ALL APPLICABLE SALES/USE TAXES OUTSIDE OF THE STATE OF MISSOURI AND ALL ADDITIONAL COMMON CARRIER FEES SUCH AS RE-DELIVERY, INSIDE DELIVERY AND LIFTGATE

Tax Details
MO00 \$0.000

Payment Details

Taxable

Total Tax	\$0.00
Exempt	\$176.01
Total	\$176.01
Payment Disc	\$0.00
Paid	\$0.00
Balance	\$176.01

Subway

Vendor : 3838 SUB TECHNOLOGIES INC.

Purchase Order # :1687623
Order Contact :Danielle Dionne
Store Number : 66132
Email Contact :dionne_d
Contact Ext :1514

Bill To :
DOCTOR'S ASSOCIATES INC.
325 SUB WAY
MILFORD, CT 06461
USA

Ship To :
Pankaj Malhotra/ #66132
c/o Duke Mfg Co.
601 Duke Drive Door # 15
Sedalia, MO 65301
USA

Order Date	Estimated Ship Date	Ship Via	Call Before Delivery
05/25/16	06/01/16	FRT	660-827-2661

Item #	Description	Quantity	Unit Price	Extended Price
74049	659 WIRELESS SENSOR DOOR CHIME	1	30.50	30.50
74085	#115 3 PACK COOKIE BAG	1	16.67	16.67
74191	#264 SS LG DRINK STATION	1	107.87	107.87
74230	#7205 UTILITY KNIFE	1	5.26	5.26
76135	#418 PROTEIN SPILL KIT	1	18.33	18.33

Subtotal	178.63
Buffer	17.87
Total	196.50

Doctor's Associates Inc. is an Affirmative Action Employer.

**CORNELIUS INC.**101 Broadway Street West
Osseo, MN 55369Telephone Orders: 800/238-3600
Fax Orders: 800/258-0255Distribution Locations:
Chicago, IL Reynosa, Mexico

PLEASE REMIT TO:

CORNELIUS INC.
NW 7960
P.O. Box 1450
MINNEAPOLIS, MN 55485-7960**INVOICE**

INVOICE NO.	5914793
INVOICE DATE	5/31/16
NET DUE DATE	6/30/16

OUR ORDER NO.	ORDER DATE	CUSTOMER PURCHASE ORDER	PAGE
1787955	5/25/16	1687633	1

091091

091091

BILL SUBWAY DAI
TO 325 BIC DRIVE
MILFORD, CT 06461SHIP SUBWAY
TO C/O DUKE MFG CO
601 DUKE DRIVE DOOR 15
SEDALIA, MO 65301

CO NO	SALESMAN	TERMS		REFERENCE NO.				
175	21	DUE 30 DAYS FROM INVOICE DATE						
LINE	DST	PART NUMBER CUSTOMER PART NUMBER	DESCRIPTION	QTY ORDERED	QTY SHIPPED	U M	UNIT PRICE	TOTAL
001	TXM	621054351 1420	ED250BCZ 08 SFVSL 115/60 SUBWA	1	1		2,723.8600	2,723.86
		SERIAL #	74B1623ED003/ZSI270667J,					
999	TXM	FRT3	FREIGHT & HANDLING TX		1		.0000	0.00
		SHIP METHOD: TRUCK						
		SHIP CONDITION: SUBWAY FREIGHT						
		M/E: 1687633 66132						
							TOTAL NET	\$2,723.86
							TOTAL TAX	\$0.00
TOTAL INVOICE (US Dollars) \$2,723.86								

REC'D JUN 02 2016

ORIGINAL

Subway

Vendor : 32675 CORNELIUS INC.

Purchase Order # :1687633
 Order Contact :Danielle Dionne
 Store Number : 66132
 Email Contact :dionne_d
 Contact Ext :1514

Bill To :
 DOCTOR'S ASSOCIATES INC.
 325 SUB WAY
 MILFORD, CT 06461
 USA

Ship To :
 Pankaj Malhotra/ #66132
 c/o Duke Mfg Co.
 601 Duke Drive Door # 15
 Sedalia, MO 65301
 USA

Order Date	Estimated Ship Date	Ship Via	Call Before Delivery
05/25/16	06/01/16	FRT	660-827-2661

Item #	Description	Quantity	Unit Price	Extended Price
1420	STD FOUNTAIN DISPENSER/CONSOL	1	2723.86	2723.86
Subtotal				2723.86
Buffer				272.39
Total				: 2996.25

Doctor's Associates Inc. is an Affirmative Action Employer.



Reference Doc 1687639

Date 5/25/2016

Page 1 of 1

Bill To

Doctor's Associates Inc - 313
 Doctor's Associates Inc- 313
 325 Sub Way
 Milford, CT 06460
 USA

Ship To

Pankaj Malhotra
 Subway # 66132
 630 S White Sands Blvd
 Otero, NM 88310
 USA

Invoice	Customer No.	Payment Terms	Master No
INV2292641	80045	313	10,663,503

Invoice	Billed	B/O	Item Number	Description	Disc	Unit Price	Ext Price
1	1	0	100042	SOUP MERCHANDISER KIT	0.00000	USD 0.00	USD 0.00
1	1	0	100286	CHOPPED SALAD KIT (5 BLK BOWL)	0.0000	USD 144.04	USD 144.04
1	1	0	108288	PLEASE ORDER HERE SIGN TUSCA	0.0000	USD 19.50	USD 19.50
1	1	0	108513	OPEN LED SIGN	0.0000	USD 171.52	USD 171.52
2	2	0	108692	T850TBK- TOWEL, DISPENSER- ROI	0.0000	USD 38.35	USD 76.70
2	2	0	108705	XLERATOR HAND DRYER	0.0000	USD 440.40	USD 880.80
1	1	0	301151	KEURIG K150 BREWER KIT	0.0000	USD 50.00	USD 50.00

RECEIVED
 JUN 06 2016

SUBTOTAL	USD 1342.56
TRADE DISCOUNT	USD 40.28
FREIGHT	USD 0.00
MISCELLANEOUS	USD 0.00
SALES TAX	USD 0.00
TOTAL	USD 1302.28

Subway

Vendor : 13271 FRANCHISEE SHIPPING CENTER CO. Purchase Order # :1687639
 Order Contact :Danielle Dionne
 Store Number : 66132
 Email Contact :dionne_d
 Contact Ext :1514

Bill To :
 DOCTOR'S ASSOCIATES INC.
 325 SUB WAY
 MILFORD, CT 06461
 USA

Ship To :
 Pankak Malhotra
 Subway # 66132
 630 S White Sands Blvd
 Otero, NM 88310
 USA

Order Date	Estimated Ship Date	Ship Via	Call Before Delivery
05/25/16	06/01/16	PPD	575-437-7461

Item #	Description	Quantity	Unit Price	Extended Price
100042	SOUP MERCHANDISER KIT	1	.00	.00 ✓
100286	CHOPPED SALAD KIT (BLK)	1	144.04	144.04 10376 ✓
100802	SHIPPING & HANDLING FEE	4	5.00	20.00 ✓
108288	PLEASE ORDER HERE TUSY II/METR	1	19.50	19.50 ✓
108513	OPEN LED SIGN	1	171.52	171.52 ✓
108692	LEVER ROLL TOWEL DISPENSER,INT	2	38.35	76.70 ✓
108705	XLERATOR HAND DRYER	2	440.40	880.80 ✓
111369	STORE 65629 APACK QTE 697	1	2542.88	bic 2542.88 ✓
301150	COOKIE LABELS KIT-G&G	1	12.25	bic 12.25 ✓
301151	KEURIG K150 BREWER KIT NEW STO	1	50.00	50.00 ✓

Subtotal	3917.69
Buffer	391.77
Total	: 4309.46

Doctor's Associates Inc. is an Affirmative Action Employer.



Reference Doc 1687635

Date 5/25/2016

Page 1 of 1

Bill To

Doctor's Associates Inc - 313
 Doctor's Associates Inc- 313
 325 Sub Way
 Milford, CT 06460
 USA

Ship To

Pankaj Malhotra/ #66132
 c/o Duke Mig Co
 601 Duke Drive Door # 15
 Sedalia, MO 65301
 USA

Invoice	Customer No.	Payment Terms	Master No
INV2292840	80045	313	10.663.502

Invoice	Billed	B/O	Item Number	Description	Disc	Unit Price	Ext Price
3	3	0	108962	PURE FOAM HAND SOAP DISPENSE	0.000	USD 10.24	USD 30.72

RECEIVED
 JUN 06 2016

SUBTOTAL	USD 30.72
TRADE DISCOUNT	USD 0.92
FREIGHT	USD 3.75
MISCELLANEOUS	USD 0.00
SALES TAX	USD 3.00
TOTAL	USD 39.55

Subway

Vendor : 13271 FRANCHISEE SHIPPING CENTER CO. Purchase Order # :1687639
 Order Contact :Danielle Dionne
 Store Number : 66132
 Email Contact :dionne_d
 Contact Ext :1514

Bill To :
 DOCTOR'S ASSOCIATES INC.
 325 SUB WAY
 MILFORD, CT 06461
 USA

Ship To :
 Pankak Malhotra
 Subway # 66132
 630 S White Sands Blvd
 Otero, NM 88310
 USA

Order Date	Estimated Ship Date	Ship Via	Call Before Delivery
05/25/16	06/01/16	PPD	575-437-7461

Item #	Description	Quantity	Unit Price	Extended Price
100042	SOUP MERCHANDISER KIT	1	.00	.00 ✓
100286	CHOPPED SALAD KIT (BLK)	1	144.04	144.04 ✓
100802	SHIPPING & HANDLING FEE	4	5.00	20.00 ✓
108288	PLEASE ORDER HERE TUSY II/METR	1	19.50	19.50 ✓
108513	OPEN LED SIGN	1	171.52	171.52 ✓
108692	LEVER ROLL TOWEL DISPENSER, INT	2	38.35	76.70 ✓
108705	XLERATOR HAND DRYER	2	440.40	880.80 ✓
111369	STORE 65629 APACK QTE 697	1	2542.88	2542.88 2292.96 ✓
301150	COOKIE LABELS KIT-G&G	1	12.25	bic 12.25 ✓
301151	KEURIG K150 BREWER KIT NEW STO	1	50.00	50.00 ✓

Subtotal	3917.69
Buffer	391.77
Total	: 4309.46

Doctor's Associates Inc. is an Affirmative Action Employer.

FireKing®

SECURITY GROUP

Mailink * NKL * Gary * CSS
McGunn * EXL * Adesco

A member of PKI Security Group, LLC DUNS # 13-858-0317
For questions regarding this invoice Federal ID 75-2986406
Call - 812-542-3373
Email - AR@fireking.com
www.FireKing.com

Please Make Checks Payable to FireKing, Inc.

INVOICE	
2733 Solarian Avenue Chicago, IL 60647	
INVOICE NUMBER	0235397/00
DATE	6/05/16

SOLD TO: SUBWAY DAI/FWH
ATTN: TRACEY GATES/LORI MOORE/ACCTG
325 SUB WAY
Milford, CT 06461

SHIP TO: 46172 SUBWAY, 301 EXXON RD
HARTFORD, MA 06111
401 DUNE CIRCLE, 2ND FLOOR
Secaucus, NJ 07094

CUSTOMER NUM	CUST. ORDER NO.	ORDER NO.	TERMS	MARKS AND NOTATIONS
P1301665/000	1687627	0235397/00	Net 30 Days	
SHIP VIA FREIGHT PREPAID AND ALLOWED FROM NEW ALBANY, INDIANA UNLESS NOTED OTHERWISE.				
R&L Carrier 483074838				

ITEM NUMBER	DESCRIPTION	U/M	QUANTITY	UNIT PRICE	AMOUNT
CS2820-SR2	CS2820 W/ SECURAM ELECTRONIC LOCK X12015041208	EA	1.000	458.00	458.00
FREIGHT	MS C Freight (Non-Stock Item) TO BE PREPAID PPD	EA	1.000	45.00	45.00
RECEIVED JUN 06 2016					
		Subtotal	2.000	503.00	503.00
		Taxes			
		Total			

Subway

Vendor	: 26822 FIREKING SECURITY PRODUCTS, LL	Purchase Order #	:1687627
		Order Contact	:Danielle Dionne
		Store Number	: 66132
		Email Contact	:dionne_d
		Contact Ext	:1514

Bill To :
DOCTOR'S ASSOCIATES INC.
325 SUB WAY
MILFORD, CT 06461
USA

Ship To :
Pankaj Malhotra/ #66132
c/o Duke Mfg Co.
601 Duke Drive Door # 15
Sedalia, MO 65301
USA

Order Date	Estimated Ship Date	Ship Via	Call Before Delivery
05/25/16	06/01/16	FRT	660-827-2661

Item #	Description	Quantity	Unit Price	Extended Price
1800	CASHHANDLER CS2820 W/ELECTRO L	1	655.00	655.00
			Subtotal	655.00
			Buffer	65.50
			Total :	720.50

Doctor's Associates Inc. is an Affirmative Action Employer.

Subway

Vendor : 68 FRANCHISEE ADVERTISING FUND

Purchase Order # :1687638
Order Contact :Danielle Dionne
Store Number : 66132
Email Contact :dionne_d
Contact Ext :1514

Bill To :
DOCTOR'S ASSOCIATES INC.
325 SUB WAY
MILFORD, CT 06461
USA

Ship To :
Pankaj Malhotra
Subway # 66132
630 S White Sands Blvd
Otero, NM 88310
USA

Order Date	Estimated Ship Date	Ship Via	Call Before Delivery
05/25/16	06/01/16	PPD	575-437-7461

Item #	Description	Quantity	Unit Price	Extended Price
-----	-----	-----	-----	-----
474813	NEW STORE FULFILL KIT	1	125.00	125.00

Subtotal	125.00
Buffer	12.50

Total :	137.50

Doctor's Associates Inc. is an Affirmative Action Employer.

Subway

Vendor : 32767 SUBWAY POS 55932-268

Purchase Order # :1687646
Order Contact :Danielle Dionne
Store Number : 66132
Email Contact :dionne_d
Contact Ext :1514

Bill To :
DOCTOR'S ASSOCIATES INC.
325 SUB WAY
MILFORD, CT 06461
USA

Ship To :
Pankak Malhotra
Subway # 66132
630 S White Sands Blvd
Otero, NM 88310
USA

Order Date	Estimated Ship Date	Ship Via	Call Before Delivery
05/25/16	06/01/16	PPD	575-437-7461

Item #	Description	Quantity	Unit Price	Extended Price
9589	TECHNOLOGY PROGRAM FEE	1	1500.00	1500.00

Subtotal	1500.00
Buffer	150.00
Total	: 1650.00

Doctor's Associates Inc. is an Affirmative Action Employer.

OTERO COUNTY ASSESSOR'S OFFICE

Property Profile

Active

Account: R019259
 Mill Levy 32.385000
 Estimated Tax: \$2,422.40

Tax Year: 2018
 Version: 01/01/2018
 Parcel: 01N4055092011123

Account Type: B
 Area ID: 01_NR
 Previous ID: 01-10473

Owners Name and Mailing Address

SOLID CAP PROPERTIES LLC
 C/O ANITA ARTALEJO
 1500 WEST MALONEY

Property Location

Situs: 3181 N WHITE SANDS
 City, State, Zip: ALAMOGORDO, NM 88310
 Neighborhood: C32

Legal Description

Subd: WHITE SANDS MALL Lot: TR 4

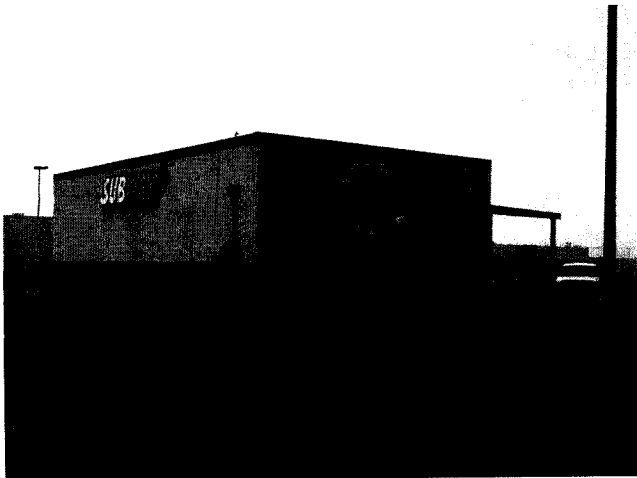
Assessment Information

2018 Tax Year	Full Value	Assessed Value	Gross Sq Ft	Acres	Taxable
Land:	55,527	18,509		0.796	
Improvements:	168,873	56,291	1581.000		
Exemptions:		0			
Total:	224,400	74,800		0.796	74,800

2017 Tax Year	Full Value	Assessed Value	Gross Sq Ft	Acres	Taxable
Land:	55,527	18,509		0.796	
Improvements:	168,873	56,291	1581.000		
Exemptions:					
Total:	224,400	74,800			74,800

Public Remarks

Photograph



Building Sketch



Book - Page	Reception #	Grantor	Grantee	Date
	201701552	WHITE SANDS MALL LLC	SOLID CAP PROPERTIES LLC	02/28/2017
B: 0484 P: 0144	04840144			
B: 0484 P: 0143	04840143			
B: 0559 P: 0758	05590758			
B: 0690 P: 0174	06900174			
B: 0794 P: 0645	07940645			
B: 0841 P: 0795	08410795			

R019259



12/18/2015 - 06/11/2016

SHOPPING CENTER LEASE (MALL)

THIS SHOPPING CENTER LEASE is made and entered into as of the 1st day of February 2015, by and between WHITE SANDS MALL, LLC (hereinafter referred to as the "Landlord"), and, Subway Real Estate, LLC (hereinafter referred to as the "Tenant"); dba: Subway.

WHEREAS, Landlord desires to lease certain space to Tenant, as more fully set forth herein, and Tenant desires to take and lease such space from Landlord, which space is more fully described below (hereinafter referred to as the "Premises"); and

WHEREAS, the Premises is situated in certain improvements located on certain real property, which real property and improvements are owned or ground leased by Landlord and may include non-owned property used or operated in conjunction with the owned or ground leased real property, all of which property and improvements are referred to herein as the "Shopping Center", which Shopping Center, as the same now exists, is depicted on the sketch attached hereto or made a part thereof as "Exhibit A" (hereinafter referred to as the "Site Plan");

NOW THEREFORE, for and in consideration of the rents reserved hereunder and the terms and conditions hereof, the Landlord hereby rents, demises and leases to Tenant, and Tenant takes and leases from Landlord, the following described Premises all upon the following terms and conditions:

1. BASIC LEASE PROVISIONS AND ENUMERATION OF EXHIBITS.

1.1 Basic Lease Provisions.

DATE: October 1, 2015

LANDLORD: WHITE SANDS MALL, LLC

ADDRESS OF LANDLORD:

Notices: White Sands Mall, L.L.C. c/o
Inverness, L.L.C.
4747 North Seventh Street, Suite #400
Phoenix, Arizona 85014

TENANT: Subway Real Estate, LLC

ADDRESS OF TENANT: 3181 Suite-F1 North White Sands Blvd.,
(Shopping Center Store Address) Alamogordo, NM 88310

(Store Telephone No.) 800-888-4848

(Business Home Office Address) 325 Sub Way
Milford, CT 06461

(Business Home Office Phone No.) 800-888-4848

(Owner Residence Address) 2154 Sedona Hills Parkway
Las Cruces, NM 88011

(Owner Residence Phone No.) 818-882-9351.

Check preferred mailing address: ☐ Store Address ☒ Business Home Office ☐ Owner Residence

TENANT'S TRADE NAME: Subway

LEASED PREMISES: Space F-1, containing approximately 1500 square feet of Premises.

LEASE TERM: Five (5) Years From Minimum Rent Commencement Date

MINIMUM RENT COMMENCEMENT DATE ("MRCM"): Approximately Ninety Days after Tenant takes possession of the premises or immediately after business is open to public, which ever is earlier, or as otherwise set forth in Section 3.1



AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 01/09/2018

Report Date: 01/02/2018

Report No: 13.

Submitted By: April Jones

Subject: Appointments to Boards and Committees. (*Richard Boss, Mayor*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Appoint to the Mayor's Committee on Aging.

Background:

Airport Zoning Board. Three (3) vacancies. Staff Liaison - Cheryl Otero-Baker
(*Openings due to the expired term of Darron Williams and resignation of Frank Nelson and Paul Vigneault.*)

No nominations received.

Alamogordo Disability Council. Three (3) vacancies. Staff Liaison - ****No Staff Liaison appointed to this Council**** (*Openings due to the resignation of Viviane Ackall, and expired terms of Lori Adam and Rita Martinez*)

No nominations received.

Alamogordo Promotion Board. One (1) vacancy- tourism related. Staff Liaison - Jan Wafful (*Opening due to Kathleen Beall's resignation*)

No nominations received.

Alamogordo Public Library Board. One (1) vacancies. Staff Liason - Melissa Garcia.

No nominations received.

Community Development Advisory Committee. Six (6) vacancies. Staff Liaison - Cynde Sagenkahn (*Opening due to the expired term of Bruce Knee, Melanie Hall, and Gloria Vaughn; and the resignation of Eddie Kemp and Arthur Alterson*)

No nominations received.

Mayor's Committee on Aging. One (1) vacancy. Staff Liason Britney Courtier. (*Opening due to expired term of Jesse Carr.*) One nomination received.

Jose Rodriguez - if appointed this will be his first term.

Parks and Recreation Board. Two (2) vacancies. Staff Liason - Jan Wafful. (*Opening due to the resignations of Ray Vincent and Paul Sanchez*)
No nominations received.

Senior Volunteer Programs Advisory Council. One (1) vacancies. Staff Liaison - Julie Baker (*Openings due to the expiring terms of Annarelle McDonald*)
No nominations received.

White Sands Beautification Committee No vacancies. Staff Liaison - Darron Williams
No nominations received.

MAYOR'S

COMMITTEE

ON

AGING

RECEIVED

DEC 28 2017

City of Alamogordo

CITY CLERK

APPLICATION TO SERVE ON A CITY BOARD/COMMITTEE



Name: Jose Rodriguez
Home Phone: 615-594-9338 Work Phone: 575-443-7780
Cell Phone: 615-594-9338 Fax No: _____
Email Address: J.Rodriguez@GERMC.org
Is the above Address within City limits? Yes ☒ No _____
Mailing Address: 1206 Puerto Rico Ave, Alamogordo NM 88310
Present Employer: GERALD Champion Regional Medical Center

Board/Committee you wish to serve on:

1st Choice: Mayor committee on Aging
2nd Choice: Community Development Advisory Committee

Are you related to anyone who is presently employed by the City of Alamogordo?

Yes _____ No ☒ If so, what is their relation to you: _____

Are you related to any Elected Official of the City of Alamogordo?

Yes _____ No ☒ If so, what is their relation to you: _____

Experience and education relating to the Board/Committee:

I am an AD HOC member to the executive team
at GERALD Champion Medical Center

Please indicate your interest in serving on a City Board/Committee:

I have been in Alamogordo for 3 years and will like
to participate in a meaningful way in the City civic life.

Please return completed application to:

City Clerk's Office
1376 E Ninth Street
Alamogordo, NM 88310
Phone: (575) 439-4205 Fax: (575) 439-4396
Email: adjones@ci.alamogordo.nm.us