

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve the Contract with Raftelis of Greenwood Village, CO for a Water and Sewer rate Study, along with a separate study on trash and recycling fees.

DATE: February 22, 2022

PRESENTED BY: Nancy Grabowski, Finance Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended.

BACKGROUND INFORMATION: In the FY2021 audit, the Village received a finding for non-compliance regarding the USDA loan for the wastewater treatment plant.

Per the Village audit page #83 regarding the FY2021 finding:

Effect: The Village is not in compliance with the Debt Covenants of the USDA Series 2020 A sewer and water system revenue bonds.

Cause: The Village rates in Water and Sewer are not adequate to produce revenues annually to pay annual operation and system maintenance expenses and 100% of the principal and interest of the system loans and bonds outstanding which are detailed in Note 7 on pages 48-51.

Auditor Recommendation: We recommend the Village perform a rate analysis to ensure all protective covenants of bonds and notes outstanding are in compliance with debt agreements and revenues are sufficient to ensure the long-term viability of the Village's utility operations.

As the auditors recommended, staff issued a request for bid #2022-01 in January sent to a minimum of 3 qualified bidders (as required by NMAC 13-1-125A) and received responses. Based on the stated criteria established within the bid, the committee decided to award the contract to Raftelis of Greenwood Village, CO for a contract amount not to exceed \$56,270 plus applicable GRT tax as stated in the cost breakdown below.

a) Water/Sewer rate Study	\$45,900
1. Optional A connection study	\$ 1,210
b) Travel to on-site meetings	\$ 3,040
c) Trash/recycle rate study	\$ 6,120

The study for the water/sewer rates would begin in March with the final report to be submitted and presented to the council by May 1, 2022. This will allow the staff to include potential rate increases into the FY2023 budget. The trash and recycling study would be completed and submitted by June 1, 2022 as agreed upon in the contract.

Raftelis is a financial services company which has many years of experience in rate studies, rate structure development, capital improvement plans and debt issuance support. They have worked with other ski towns such as Crested Butte, Durango and Aspen, all in Colorado. Contract #2022-16 is attached for the Mayor and Council to review, along with the original proposal referenced in the contract.

RECOMMENDATION: Staff recommends approval of the contract with Raftelis for The Village water/sewer rate study along with the additional trash and recycle rate study.



SERVICES CONTRACT #2022-16

This contract is hereby made and entered into by and between the Village of Taos Ski Valley, a New Mexico Municipality (hereinafter "VILLAGE") and Raftelis (hereinafter CONTRACTOR") on this 22nd day of February 2022.

WHEREAS, the VILLAGE has found it necessary to retain the services of CONTRACTOR to provide a study of the Village's Water and Sewer Rates (Bid #2022-1, Scope A).

WHEREAS, the Village has additional needs for a connection fee study (Optional A), which as stated in the proposal will be added to Task 3 of the original bid; and

WHEREAS, the Village has requested a separate proposal for a trash/recycle fee study (Optional B) which will be completed and submitted as a separate document by an agreed upon date stated below in Scope B; and

WHEREAS, the VILLAGE desires to engage CONTRACTOR to provide said services; and

WHEREAS, CONTRACTOR desires to provide such service(s) under the terms and conditions of this contract;

THEREFORE, IT IS HEREBY MUTUALLY AGREED by and between the parties that:

1. Scope (A) of Work. CONTRACTOR shall:

Project tasks shall include those listed in the original bid document for the water and sewer rate study which is attached as Exhibit "A" with the addition of Optional A, connection fees, which will be included in task 3:

Deliverables to be completed and submitted to the Village by May 1, 2022, include:

- a) Rate Comparison
- b) Draft water/sewer rate study report
- c) Final report
- d) Power point presentation

2. Scope (B) of Work. CONTRACTOR shall:

Project tasks shall include those listed in the original bid document for the trash and recycle rate study (Optional B) which is attached as Exhibit "A" page 15 of original bid:

Deliverables to be completed and submitted to the Village by June 1, 2022, include:

- a) Summary revenue requirements gap analysis and historical and budgeted cashflow analysis and recommendations for more in-depth analysis
- b) Proposed FY2023-2028 solid waste/ recycling fees

3. Address & Phone Contact. The address and phone number of Contractor is:

Raftelis
5619 DTC Parkway
Suite 850
Greenwood Village, CO 80111
303-305-1135

4. Term. This contract shall be effective from 2/22/2022 and terminate at 5:00 p.m. on 6/30/2022 unless sooner terminated pursuant to the termination provision below or by completion of said services. Each party may cancel contract with 30 day written notice. This contract shall not be effective until approved by the VILLAGE Administrator. Contractor will be issued a notice to proceed to start the work once contract has been finalized.

5. Renewal. VILLAGE shall have the right, but is not obligated, to renew this contract annually for up to 4 years, subject to terms agreeable to both the VILLAGE and CONTRACTOR.

6. Compensation. The VILLAGE shall pay CONTRACTOR, under this contract, not to exceed a sum of \$56,270.00 plus applicable sales tax per cost breakdown below. Contractor will provide twelve (12) month liability and workmen's comp insurance certifications, and W-9 form if not already on file.

a) Water/Sewer rate Study (includes connection fee)	\$45,900
a. Connection fee added to task 3 (option A)	1,210
b) Travel to on-site meetings	\$ 3,040
c) Trash/recycle rate, (Optional B) separate study	\$ 6,120

7. Appropriations. This contract is contingent upon there being sufficient appropriations available. The VILLAGE shall be the sole and final determiner of whether sufficient appropriations exist. If this contract encompasses more than one fiscal year, this contract is contingent upon continuing appropriations being available.

8. Annual Review. If this contract encompasses more than one fiscal year, this contract is subject to an annual review by the VILLAGE. If any deficiencies are noted during the review process, the Contractor shall be given a specified time, as per the Notice to Cure provision below, in which to cure said deficiency(ies).

9. Conflicts Provision. Should there be any conflict between any terms, condition or understanding between any term or condition contained in this contract and those documents incorporated by reference, the terms and conditions of this contract shall govern.


10. Status of Contractor. CONTRACTOR acknowledges that it is an independent contractor and as such neither it nor its employees, agents or representatives shall be considered employees or agents of the VILLAGE nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, use of VILLAGE vehicles, or any other benefits provided to VILLAGE employees.

11. Non-Agency. CONTRACTOR agrees not to purport to bind the VILLAGE to any obligation not assumed herein by the VILLAGE, unless the CONTRACTOR has express written approval and then only within the limits of that expressed authority.
12. Confidentiality. Any information learned, given to, or developed by CONTRACTOR in the performance of this contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the VILLAGE.
13. Worker's Compensation. CONTRACTOR acknowledges that neither it nor its employees, agents or representatives shall have any claim whatsoever to worker's compensation coverage under the VILLAGE's policy.
14. Taxes. CONTRACTOR acknowledges that it and it alone, shall be liable for and shall pay to the New Mexico Taxation & Revenue Department, the applicable gross receipts taxes on all monies paid to it under this contract and that the VILLAGE shall have no liability for payment of such tax. CONTRACTOR also acknowledges that it, and it alone, shall be liable to the State and Federal government(s) and/or their agencies for income and self-employment taxes required by law and that the VILLAGE shall have no liability for payment of such taxes or amounts.
15. Records-Audit. CONTRACTOR shall keep, maintain and make available, to the VILLAGE, all records, invoices, bills, etc. related to performance of this contract for a period of three (3) years after the date of final payment. If federal grant funds are used to pay under this contract, Contractor shall retain all records for the period of time under which OMB Circular 102-A shall apply. Said records shall be available for inspection, audit and/or copying by the VILLAGE or its authorized representative or agent, including federal and/or state auditors.
16. Indemnification. CONTRACTOR agrees to indemnify and hold harmless the VILLAGE from any and all claims, suits, and causes of action which may arise from its negligent performance under this contract unless specifically exempted by New Mexico law. CONTRACTOR further agrees to hold harmless the VILLAGE from all personal claims for any injury or death sustained by CONTRACTOR, its employees, agents or other representatives while engaged in the performance of this contract. CONTRACTOR agrees to maintain liability insurance at least equal to the requirements of the New Mexico Tort Claims Act during the term of this contract.
17. Assignment & Subcontracting. CONTRACTOR shall not assign, transfer, or subcontract any interest in this contract or attempt to assign, transfer or subcontract any claims for money due under this contract without the prior written approval of the VILLAGE.
18. Conflict of Interest. CONTRACTOR warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with its performance of services under this contract.
19. Non-Discrimination. CONTRACTOR agrees that it, its employee(s) and/or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
20. Default by Contractor. In the event that CONTRACTOR defaults on any term or provision of this contract, the VILLAGE retains the sole right to determine whether to declare the contract voidable and/or CONTRACTOR agrees to pay the VILLAGE the reasonable costs, including court fees and attorney's fees and direct and indirect damages, incurred in the enforcement of this contract.

21. Efforts to Cure. If the VILLAGE elects to provide the Contractor with notice to cure any deficiency or defect, the Contractor may have the time specified in the written "Notice to Cure" Authorization. Failure, by the Contractor, to cure said deficiency or defect, within the authorized time, shall result in an immediate termination of this contract subject to the provision of No. 9 above.
22. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this contract is void, voidable or otherwise unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.
23. Scope of Agreement. This contract incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.
24. Amendment(s) to This Contract. This contract shall not be altered, changed, modified or amended, except by instrument, in writing, executed by both parties.
25. Applicable Law. This contract shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the VILLAGE. Any legal proceeding brought against the VILLAGE, arising out of this contract, shall be brought before the Eighth Judicial District Court, Taos County, State of New Mexico.
26. Illegal Acts. Pursuant to Sec. 13-1-191, N.M.S.A. 1978 (as amended), it shall be unlawful for any CONTRACTOR to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited.

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

CONTRACTOR


Andrew A. Rheem, Senior Manager

CONTRACTOR'S GRT/CRS NUMBER or

20-1054069

CONTRACTOR'S FED. TAX ID NO. or SSN

VILLAGE OF TAOS SKI VALLEY

JOHN AVILA, VILLAGE ADMINISTRATOR

ATTEST:

ANN MARIE WOOLDRIDGE, VILLAGE CLERK

Project Understanding

The Village identified multiple objectives within its invitation for bid a Water and Wastewater Rate Study (Bid Invitation). Raftelis understands that the Village is interested in an evaluation of existing water and wastewater rate revenues to fully fund annual water and sewer operating and capital expenses and budgeted fund transfers while exceeding debt service coverage and prudent cash reserves. The Village requests rate projections over a five-year to 10-year study period identifying annual rate revenue adjustments which strikes a balance between revenue sufficiency and mitigating the impact of rate increases on the Village's customer base.

The Village requests two optional tasks which are included in addition to the base scope of services and incorporated at the end of the defined tasks.

Project Approach

We have developed the following proposed services based on our extensive experience in completing comprehensive water and wastewater financial plan and rate studies for similar utilities while taking into account the considerations identified within the Village's Bid Invitation. Our approach has been tailored to address the specific objectives and concerns identified in the Bid Invitation while maintaining those elements that we believe are essential for a successful project. We have used a similar project approach on many of our rate study projects for utilities throughout the Southwestern U.S.

Task 1: Project Initiation and Management

We believe that the execution of a productive kick-off meeting is the most effective way to begin a project of this nature. The goals for this meeting include:

- Providing a forum to finalize the scope of the project, work plan, and schedule with Village staff
- Discussing the Village's preliminary pricing objectives
- Ensuring that we have an understanding of the overall goals of the study
- Providing an opportunity for Village staff to meet and become comfortable with the project staff from Raftelis
- Reviewing the data needs for the project

Accomplishing these objectives will help to ensure that the project progresses as smoothly as possible.

Prior to the kick-off meeting, we will prepare a data request list that will identify the information needed to complete the various analyses. Information that is typically required to perform this study includes recent audited financial reports, recent and current utility budgets, a description of service areas, historical billing data, utility plant asset records, debt service schedules and loan agreements, utility facility plans, and/or current multi-year capital improvement plan. Some of this information will be readily available, whereas other components may require more detailed analyses of operational data, customer billing information, and costs.

Services Contract #2022-16 Rate Study – Attachment A
Raftelis Scope, Schedule, and Not-To-Exceed Fee

Data Collection and Review

As part of this task, we will conduct interviews with Village staff to obtain a thorough understanding of the financial, operational, regulatory, master planning, and political environments. Existing rate policies and practices ordinances will be identified and reviewed. Key issues, areas of concern, and pricing objectives will be reviewed and discussed. During the data collection and review, we will begin to identify assumptions used to allocate and project costs and revenue requirements that will be integrated into our rate analysis model. As these assumptions are identified, Village staff will have an opportunity to review our findings to ensure that the assumptions make sense with regard to each of the Village's utility systems.

Project Management

In order to successfully complete the project, Raftelis will be in frequent communication with Village staff regarding data requests, data validation, and reviewing preliminary and final results. Much of this can be accomplished through conference calls, emails, and demonstrations using tools such as Microsoft Teams or GoToMeeting. These efforts provide for consistent and competent project management to ensure that all deadlines and objectives are met in a timely and efficient manner.

PLANNED MEETINGS:

- On-site kick-off meeting

DELIVERABLES:

- Data request list
- Agenda for kick-off meeting
- Documentation summarizing the kick-off meeting

Task 2: Consumption and Revenue Analysis

The utility incorporates a rate structure which establishes the number of Equivalent Residential Units (EQRs) based on the previous year's consumption relative to established water use per EQR. Raftelis will analyze and summarize current EQRs and volume water use based on the Village's historical customer records as readily available. Projecting future demand and developing realistic consumption estimates is one of the most difficult tasks that a utility faces each year and is even more difficult for utilities within resort communities. The projected water use and revenue under the existing rate structures will reflect normalized historical water use adjusted for anticipated customer growth and will provide the basis for user charge revenue projections:

We will then compare these revenues to the revenue requirements forecast in the financial plan developed in Task 3 to understand the magnitude of the potential shortfall under the current rates.

PLANNED MEETINGS:

- Web-based meeting to review draft consumption projections

DELIVERABLES:

- Forecast of consumption and revenues under existing rates over multi-year forecast period

**Services Contract #2022-16 Rate Study – Attachment A
Raftelis Scope, Schedule, and Not-To-Exceed Fee**

Task 3: Ancillary Fees and Charges

Raftelis will complete a review of the identified activity and policy-based fees and charges identified within the Bid Invitation. The Village identified Hookup Fees, Late Fee, and Meter Replacement Charges for review and potential modification as part of this study. Utilities may choose to recover a portion of the incurred costs through the activity-based fees while recovering the balance through recurring monthly user charges. Raftelis will work with Village staff to identify personnel and external or other out-of-pocket costs associated with each activity-based fee. The full cost recovery will be compared to the revenue recovered from the existing fees in developing the recommended fee recovery levels for the respective fee or charge combined with other pricing objectives. The percent of the full cost to be recovered for each respective fee will be proposed.

DELIVERABLES:

- Recommended FY 2023 through 2028 Hookup Fees, Late Fee, and Meter Replacement Charges

Task 4: Development of Financial Plans

An important element in conducting a comprehensive rate study is to establish comprehensive short- and long-term financial plans for the Village's water and sewer utilities over the Study Period. In preparing these plans, we will analyze the Village's current policies and practices for funding its operations, capital facility plans, and debt service requirements. As appropriate, and as discussed with Village staff, we will consider various financing options, or a combination of options, such as operating revenue, new debt issuances, and miscellaneous or ancillary fees.

We will assist the Village in achieving a suitable balance among the financing options when developing the proposed financial plans, which will accomplish the following:

- Ensure financial sufficiency to meet operating and capital costs as well as prudent reserves
- Meet the Village's service policies and objectives
- Fairly distribute financing responsibility to appropriate users
- Result in an appropriate capital structure so that the Village maintains access to future debt funding sources

Maintaining detailed financial plans will ensure that the Village's utilities are operating in a self-sufficient manner and exceed debt covenant requirements through more restrictive financial policies and targets for rate setting. We will develop separate financial plans for the water and wastewater utilities to fully fund recurring annual costs, prioritized multi-year capital improvements while exceeding recommended debt service coverage and cash reserve targets.

The financial plans for each utility will include a capital improvement financing component that ensures each utility can fully finance the Village's proposed capital improvement program while minimizing impacts to existing ratepayers and complying with existing revenue bond covenants.

**Services Contract #2022-16 Rate Study – Attachment A
Raftelis Scope, Schedule, and Not-To-Exceed Fee**

Review and Evaluate Current Financial Information and Recommend Financial Policies and Programs

As part of this task, Raftelis will evaluate the Village's operating and capital reserve requirements as well as financial and rate policies and recommend appropriate changes to the existing policies that will allow the utilities to most effectively meet their financial goals. These financial policy requirements will include identifying: appropriate target reserve levels for the operating and capital programs; when these reserves can be used; infrastructure replacement funding from operations; debt funding of Capital Improvement Program (CIP), if needed; review of the budgeted repayment of transfers to the general fund; and debt service coverage designed to allow the Village to meet its financial objectives and goals while achieving improved rate stability and revenue sufficiency.

The cash flow worksheet incorporates revenues generated from different sources, expenses needed to maintain the utility systems, any transfers in and out of the enterprise funds, as well as the coverage needed to meet current and proposed debt service requirements.

Develop Revenue Requirements

This task will include the projection of budgeted items, such as annual costs related to O&M expenses, transfers, repair and replacement reserve contributions, and debt service coverage using assumptions using an iterative process.

We will develop forecasts of revenue requirements over the multi-year planning period. Projecting revenue adjustments over a multi-year planning horizon prior to evaluating changes to fixed and volume-based recovery can illustrate future rate impacts and potential challenges to the Village's financial situation. This will allow the Village to adjust its expenses, transfers, and reserve balances or prioritized schedule capital projects to smooth rate impacts and maintain financial stability.

Develop Multi-Year Cash Flow Analysis and Recommend Reserve Balances

We will develop a multi-year cash flow analysis to determine the revenue adjustments needed to meet projected revenue requirements for the multi-year planning period while minimizing sharp rate fluctuations. The cash flow worksheet will incorporate revenues generated from different sources, expenses needed to maintain the utility systems, any transfers in and out of the enterprise funds, as well as the coverage needed to meet current and proposed debt service requirements. We will also review the reserve policies to recommend appropriate reserve balances consistent with industry standards and the Village's desire to appropriately address risk associated with various factors, including emergency expenditures or revenue shortfalls.

PLANNED MEETINGS:

- Web-based meeting to review multi-year financial plans

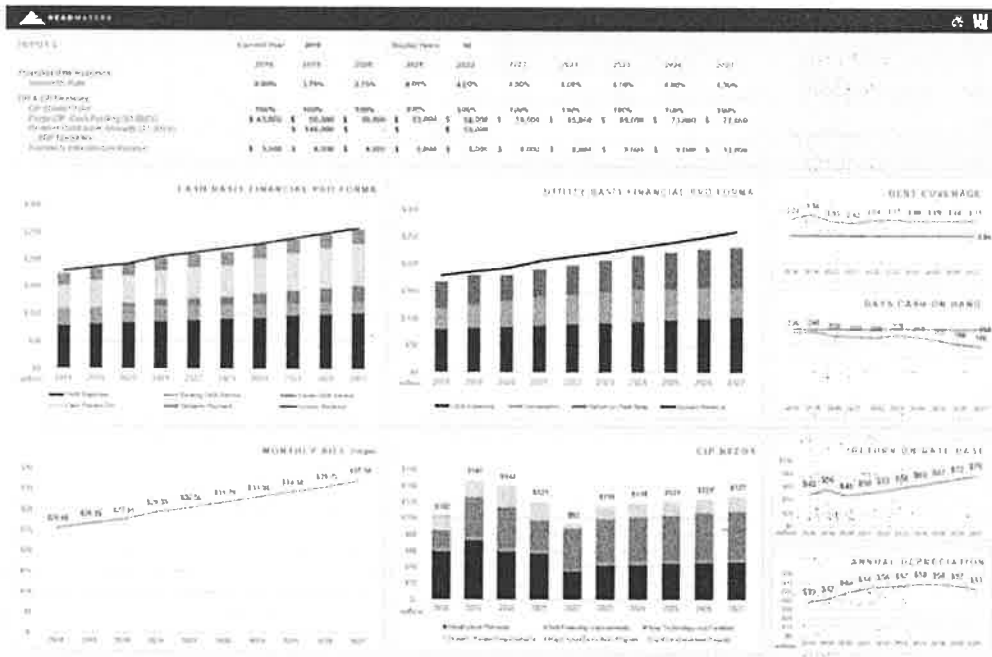
DELIVERABLES:

- Multi-year financial plans for each utility over a five-year to 10-year Study Period

**Services Contract #2022-16 Rate Study – Attachment A
Raftelis Scope, Schedule, and Not-To-Exceed Fee**

Task 5: Rate Structures and Cost Recovery

Raftelis will develop proposed water and wastewater rate structures which recover annual costs through a combination of fixed fees and variable rates. The anticipated amount to be recovered through the respective fixed and volume rate structure components will be identified as part of the study and up to two rate structure alternatives will be developed to recover the annual amounts for a single test-year. Raftelis will work with Village staff to segment the single charge into separate water and wastewater fixed



Raftelis will develop a customized financial model that incorporates a dashboard to allow you to easily run scenarios and see the impacts in real time. Shown here is a sample dashboard that we developed for another project.

charges and volume rates.

The existing rate structure includes a fixed rate per EQR plus a volume rate per gallon of water use which recover approximately 50% of the annual user charge revenues respectively. The number of EQRs for each customer is calculated annually based on the individual customers previous annual water use and is updated annually. As a result, the fixed charge revenues can fluctuate based on a variety of factors affecting each customers previous years' water use and can be volatile and difficult to project. The volume rate is applied to actual water use with actual revenue fluctuating based on a variety of factors resulting in revenue variability each year.

The existing rate structure adjusted for annual rate revenue adjustments and overall revenues fixed and volume recovery targets is anticipated to be one of the alternatives. A second alternative will be developed which recovers the overall annual test-year requirement and fixed and variable cost recovery goals with adjustments to how the fixed charges are established to improve revenue stability and predictability from this rate structure element.

We will project these rates for the forecast period to ensure that all covenant requirements are met and to identify anticipate customer bill impacts. At the end of this task, we will conduct a meeting with Village staff. At this meeting, Raftelis will review the entire cost-of-service and rate-setting process and present

Services Contract #2022-16 Rate Study – Attachment A
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preliminary rates. Prior to the meeting, Village staff will be provided with the preliminary rates and projected customer bill impacts so that they will be able to better understand the preliminary rate structure changes. We will discuss all suggested changes and then work with the Village to come up with our final rate recommendations to incorporate into the Village's rate ordinances.

PLANNED MEETINGS:

- Web-based meeting with Village staff to review costs by customer classes and resulting rates

DELIVERABLES:

- Test-year rate structures under two rate structure alternatives
- Customer bill impacts under each alternative
- Proposed FY 2023 through FY 2028 rates

Task 6: Reports and Presentations

Rate Comparison

Raftelis will prepare a comparative analysis of the Village's current and proposed water and wastewater rates to comparable peer utilities. This comparison will be used in the reports and presentations of the findings of the study to provide a frame of reference for stakeholders and decision makers.

Study Reports

The draft report will document the rate development process, describe any recommended changes to the existing rate structures and the reason for such changes, and present the results of the cost-of-service and rate study. An electronic copy of the draft report will be presented to Village staff for their review and comment. Raftelis will incorporate Village staff's comments of the draft report into a final report following the Village Council presentation. Upon finalization of the report, the Village will be provided an electronic copy of the report.

Presentations

We will prepare a PowerPoint presentation summarizing the rate study process, findings, and recommendations in a clear and concise manner. We will provide a draft of this presentation to Village staff for their review and comment prior to delivering the final version.

Raftelis will also present study findings and recommendations using this presentation and other outreach materials at a public hearing as well as at another meeting at the Village's direction.

PLANNED MEETINGS:

- Web-based meeting to review draft report with Village staff
- On-site presentations to Village Council

DELIVERABLES:

- Rate comparison
- Draft report
- Final report

Services Contract #2022-16 Rate Study – Attachment A
Raftelis Scope, Schedule, and Not-To-Exceed Fee

- PowerPoint presentation

Optional Service A: Connection Fee Study

Raftelis understands that the Village may like to evaluate the connection fees currently assessed to new customers which is intended to recover the cost to physically connect to the Village water and/or sewer systems. We understand that this is separate from one-time plant investment or impact fees which also may be assessed to new customers to recover the cost of utility backbone facility capacity.

Following the same approach identified in Task 3, Raftelis will complete a full cost recovery analysis of this activity identifying the personnel, materials, and additional out-of-pocket costs incurred to complete this activity. The full cost will be compared to the existing fees with recommendations to adjust for full cost or a portion thereof associated with this activity.

If approved, the scope associated with this optional service will be integrated as part of the Task 3 scope of services and deliverables. The not-to-exceed cost to complete this optional scope item is \$1,210 based on hours and the hourly rate by consultant.

DELIVERABLES:

- Recommended FY 2023 through FY 2028 Connection Fees

Optional Service B: Solid Waste/Recycle Fee Study

Raftelis understands that the Village may like to complete a similar study for the Village's solid waste and recycle services. We understand that the solid waste/recycling fund is currently in a stronger financial condition as compared to the water and sewer utility fund.

We propose to complete a revenue requirements gap analysis and assessment which incorporates a review of actual solid waste/recycle financial results over the recently completed five-year period to identify recent revenue and expense trends. The adopted budgeted operating and capital costs will be evaluated to identify the anticipated annual cash inflows net of cash outflows. Raftelis will work with Village staff to identify future capital requirements for this fund for FY 2023 through FY 2028 compared to historical capital expenses to identify revenue requirements gaps.

The results of the assessment will be documented in a technical memorandum and will include rate revenue adjustments to be applied across the board to existing fee effective in FY 2023.

Recommendations for more in-depth financial plan, rate, and fee analysis, if any, will also be incorporated within the task findings memorandum. We anticipate that the more comprehensive solid waste/recycling study will not be initiated until after the proposed water and wastewater rate study is finalized and rates are adopted.

If approved, the scope associated with this optional service will be integrated as part of a new task. The not-to-exceed cost to complete this optional scope item is \$6,120 based on hours and the hourly rate by consultant.

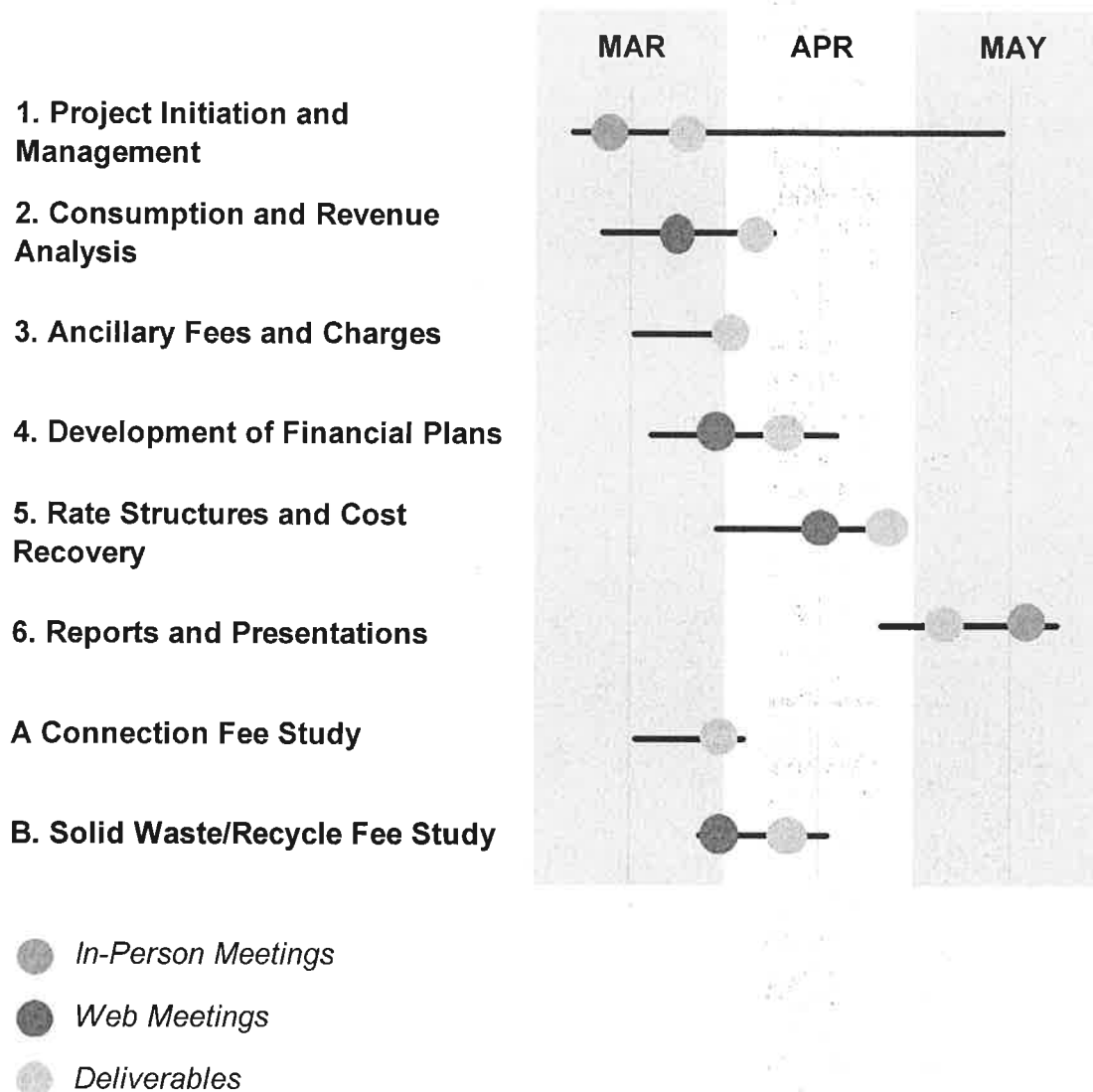
Services Contract #2022-16 Rate Study – Attachment A
Raftelis Scope, Schedule, and Not-To-Exceed Fee

DELIVERABLES:

- Memorandum summarizing revenue requirements gap analysis and historical and budgeted cashflow analysis and recommendations for more in-depth analysis
- Proposed FY 2023 solid waste/recycle fees reflecting an across-the-board rate adjustment

Schedule

Raftelis will complete the scope of services within the timeframe shown in the schedule below. The proposed schedule assumes a notice-to-proceed following the February 22, 2022 Village Council meeting and that Raftelis will receive the needed data in a timely manner and be able to schedule meetings as necessary. Project completion is estimated for May 2022.



**Services Contract #2022-16 Rate Study – Attachment A
Raftelis Scope, Schedule, and Not-To-Exceed Fee**

Cost

The following table provides a breakdown of our proposed fee for this project. This table includes the estimated level of effort required for completing each task and the hourly billing rates for our project team members. Optional services are excluded from the not-to-exceed fee and if selected, the identified cost for the optional service(s) will be incorporated within the final not-to-exceed fee. Expenses include costs associated with travel for on-site meetings.

Tasks	Web Meetings	In-person Meetings	Hours					Total Fees & Expenses
			AR	TC	AC	Corp	Total	
1. Project Initiation and Management		1	12	2	16	3	33	\$8,310
2. Consumption and Revenue Analysis	1		8	0	24	0	32	\$6,120
3. Ancillary Fees and Charges			4	0	8	0	12	\$2,420
4. Development of Financial Plans	1		20	0	50	0	70	\$13,700
5. Rate Structures and Cost Recovery	1		12	0	28	0	40	\$7,900
6. Reports and Presentations	1	1	16	2	24	0	42	\$10,490
A Connection Fee Study	1		2	0	4	0	6	\$1,210
B. Solid Waste/Recycle Fee Study	1		8	0	24	0	32	\$6,120
Total Meetings / Hours	4	2	82	4	178	3	267	
Hourly Billing Rate			\$285	\$285	\$160	\$80		
Total Professional Fees			\$23,370	\$1,140	\$28,480	\$240	\$53,230	
Total Fees								\$53,230
Total Expenses								\$3,040
Total Fees & Expenses								\$56,270

AR - Andrew Rheem (Project Manager)
TC - Todd Cristiano (QA/QC Manager)
AC - Associate Consultant
Corp - Corporate Functions

Village of Taos Ski Valley

Village Council Agenda Item

AGENDA ITEM TITLE: Consideration to Approve a Contract with Caselle, Inc. for the Purchase of Accounting software.

DATE: February 22, 2022

PRESENTED BY: Nancy Grabowski

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not recommended

BACKGROUND INFORMATION: The Village currently uses QuickBooks software for its accounting processes. QuickBooks (QB) was made for small businesses, retail sales, and personal usage. The Village, a municipality of the State of New Mexico, is required to use funds, which QB does not accommodate well. Many of the abilities the Village lacks using QuickBooks would be remedied in the Caselle accounting software. It will provide more timely and accurate data and reporting capabilities. In addition to more accurate data, staff will be using their time more efficiently and effectively. For example, the data will be more easily transferred into the NM Finance and Administrations online data base LGBMS, which is used for budgets and quarterly reporting, and is currently being done manually.

The other decision was whether the program would be hosted by the software company or housed on a server at the Village office. The hosted option was less expensive upfront but has a higher monthly maintenance cost. Also, when the internet is down, which happens frequently in the Village, the software would not be accessible. Therefore, staff has selected the on-site server-based program.

Software Purchase cost/On-Site per contract :

Total Software	\$39,394.00
Total Training	8,350.00
Total Setup	6,950.00
Total Conversion	4,806.00

Total Price	\$59,500.00
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Monthly Licensing	\$1,044.00
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Annual Licensing:	\$12,528.00
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In October an agenda item was brought to council to approve the purchase of software along with a possible future budget adjustment and council was supportive. Since only 10% of the software

budget and 40% of the outside contractor budget have been expended in the general fund to date staff will not be doing a budget adjustment at this time.

A deposit of half of the software expense will be due upon signing the contract totaling \$29,750. The remaining balance would be due after training is completed and software is implemented. Based on this, the balance would be due in late FY2023 or early FY2024. Staff will budget these expenses accordingly.

RECOMMENDATION: Staff requests council approval for a software contract with Caselle, Inc. for accounting software.



Caselle® Software & Services Proposal

Village of Taos Ski Valley, NM

February 16, 2022

From:

Wade Walker, Territory Manager
pww@caselle.com

Caselle® Software & Services Proposal
Village of Taos Ski Valley, NM
February 16, 2022

Proposal Summary

Total Software License	\$41,600
Special Consideration Discount	<2,206>
Net Software License	\$39,394
Total Training	8,350
Total Setup	6,950
Total Conversion	4,806
Total Investment	\$59,500

A deposit of 50% of the total proposal price is required with order. The remaining balance will be due upon completion of training.

Monthly Software Assurance will be \$1,044.

I have read and agree to all terms & conditions proposed herein. I understand if the Village of Taos Ski Valley is unable to provide data to Caselle in the requested format, additional fees will apply.

Signature

Printed Name & Title

Date

Caselle® Software & Services Proposal
Village of Taos Ski Valley, NM
February 16, 2022

Proposal Detail

Caselle® Application Software	License Fees	Training	Setup	Conversion	Total
General Ledger	\$5,500	\$2,250	\$1,200	\$400	\$9,350
Budgeting	Incl w/GL	Included	-	-	-
Bank Reconciliation	Incl w/GL	Included	-	3,000	3,000
miExcel GL	1,000	Included	1,000	-	2,000
Payroll/Direct Deposit	9,200	2,250	1,750	306	13,506
Timekeeping	2,700	550	500	-	3,750
Human Resources	4,500	550	-	-	5,050
Accounts Payable	5,500	550	1,000	600	7,650
Purchases & Requisitions	2,700	550	-	-	3,250
Maintenance Orders	2,700	550	500	-	3,750
Cash Receipting	4,500	550	500	-	5,550
Asset Management	3,300	550	500	500	4,850
Three (3) Concurrent User Licenses	Included	-	-	-	Included
Sub Total	\$41,600	\$8,350	\$6,950	\$4,806	\$61,706
Special Consideration Discount	(2,206)	-	-	-	(2,206)
Grand Total	\$39,394	\$8,350	\$6,950	\$4,806	\$59,500

Notes:

1. The training will take place at Caselle.
2. Separate Directory setup cost included for General Ledger and Accounts payable for Taos Improvement District (TID).
3. History Conversion is available on a per bid basis. Additional fees may apply upon review of existing legacy data.

Caselle® Software & Services Proposal
Village of Taos Ski Valley, NM
February 16, 2022

General Information

In order to further define and clarify the various products and services offered in this proposal, the following notes will apply based on the software applications and/or services quoted:

Hardware, Network, & Database Software Requirements	It is the responsibility of the customer to meet the attached Caselle System Requirements. Prior to the implementation, your SQL Server installation must be complete. Customers requesting additional assistance with Microsoft SQL Server installations are asked to contact Executech, Caselle's authorized contractor at (801) 253-4541. Charges will be billed at the rate of \$105 per hour upon approval by the customer. You will be invoiced by Caselle for these services.
Source Code	Source code is held in escrow with InnovaSafe, Inc. Technology Protection Services and requires a beneficiary enrollment form, available upon request. An annual fee of \$200 will apply.
Software License Fees	The price quoted is based on the number of concurrent users listed in the proposal. Additional concurrent user licenses are \$2,000 each.
Training	Unless otherwise quoted, training will take place at Caselle's Education Center, located in Provo, Utah. Your staff will be trained on your data. Approximately one half of the training time will be spent reviewing and validating your converted data files. Training hours are from 8:30 a.m. to 4:30 p.m., Monday through Friday.
On-site Implementation Assistance	If on-site implementation assistance is quoted, this may include a pre-implementation customer process evaluation meeting. We will review your current processes and determine what is required to make a smooth transition to the Caselle software system. Additional on-site assistance days may be quoted to assist during and after the implementation. This ensures that you are utilizing the Caselle application features to the full benefit of your organization.
Travel Expenses	If on-site training or implementation assistance is quoted, travel expenses will be estimated based on the number of days and trips required. Actual expenses will be invoiced when implementation is complete.

*Caselle® Software & Services Proposal
Village of Taos Ski Valley, NM
February 16, 2022*

Implementation Services

Data conversion is an involved, sometimes complicated procedure that must be completed with a high level of accuracy and precision. To make this process run smoothly, Caselle requires your assistance in providing the required materials for preliminary data conversion, offering clarification as needed during the conversion process, and supplying updated materials for the final data conversion. ***Please read the following information carefully.***

Gathering Preliminary Data

Assemble the following information and send it to Caselle.

- Complete the **Information Worksheets** during each phase of the conversion.
- Provide **data to be converted**.
 - You may need to clarify the data, as needed, during the conversion process.
 - Caselle will not convert the prior period detail during data conversion unless optional history conversion is specified in the contract.
- Send **printed or PDF reports** to verify account balances at the time data is sent to Caselle for preliminary conversion and again for final data conversion.

Submitting Conversion Data

You will be provided a file layout for each application that will have data conversion. The file layout details the required and/or optional fields that Caselle will need to provide the conversion. The cost of conversion quoted in this proposal is based on your submission of the necessary data in the requested formats. If data cannot be supplied in this format, additional costs will be billed to get your existing data into the desired formats ready for conversion, and could delay any proposed timeline. We may also need file layouts or descriptions of tables and where all of the necessary information is located within your existing data to complete the conversion.

Data Conversion Timeline

The timeline begins when the requested data and all required preliminary information has been received by Caselle. The timeline to complete an accurate data conversion can range from 120 – 180 days. This is dependent upon the condition of the data and the client's willingness to review the preliminary information for accuracy, including information requested in the discovery phase of the conversion.

Scheduling Training

Important! Training will only be scheduled after Caselle has completed the mock conversion and the customer has reviewed and approved the conversion.

After training is scheduled, a representative from the Implementation team will review the remaining steps to ensure a successful implementation, prior to going Live on Caselle.

Caselle® Software & Services Proposal
Village of Taos Ski Valley, NM
February 16, 2022

Software Setup & Data Conversion

This section contains the items, per directory, that will be setup and converted in each module. Since estimating the exact quantity may be difficult, we will adjust the calculated conversion cost if the actual number of items converted is greater than or less than 25% of the original estimate.

Data conversion requires that data be submitted in the required format. It is the responsibility of the customer to provide data to Caselle. Conversion services to retrieve or modify your data to the required formats are available at an additional cost. These services will be billed at Caselle's current hourly rate and are not included in this proposal.

- General Ledger Setup**
- Set up the control table in the General Ledger and Account Masks with the appropriate segments for funds, departments, revenue sources, object codes, and other account classifications.
 - Modify the existing chart of accounts to utilize the advanced reporting features available with Caselle, if needed.
 - Format five standard financial statements:
 - Balance Sheet with Revenue/Expenditures compared to budget
 - Allocation Reconciliation
 - Income Statement (All Funds)
 - Balance Sheet (All Funds)
 - Fund Summary Income Statement

Note: Additional fees may be required to set up additional financial statements.

- Establish all necessary journals for interfaced subsystems to allow the subsystems to update transactions to the General Ledger.
- Create a custom Checklist to document your organization's daily, monthly, and fiscal year-end steps; as well as budget procedures.

- Data Conversion**
- The current year-to-date trial balance and budget will be entered and balanced to your existing system. Caselle will provide supporting reports that document the balance sheet accounts, revenues, and expenditure balance for auditing purposes. A trial balance period will be established and all periods from that period forward will contain detail transaction information, if provided.

200 accounts are included

- Bank Reconciliation
Data Conversion**
- Bank reconciliation for the desired cash accounts with outstanding deposits and checks will be established. A bank reconciliation will be completed and balanced to cash for the appropriate beginning period.

6 bank accounts are included

Caselle® Software & Services Proposal
Village of Taos Ski Valley, NM
February 16, 2022

Payroll/Direct Deposit Setup

- Set up necessary pay codes for gross pay, deductions, taxes, and benefits.
- Set up check formats for the Employee Payroll Check and Vendor Remittance for applicable deductions.
- Create a custom Checklist to document all necessary payroll procedures for pay periods and year-end.
- Set up default reports for all necessary payroll reporting, including:
 - Transmittals
 - Standard State/Federal Reporting
- Set up header and batch information with the appropriate ACH/NACHA file information.
- Set up bank file with all necessary employee bank routing information.
- Format one direct deposit voucher and one transmittal voucher.
- Additional form set up, such as timesheets will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

Data Conversion

- Each employee's information will be converted. This information includes the employee name, address, Social Security number, exemptions, and worker's compensation status.
- Each employee's wage distribution for salary and benefits will be established.
- Employee pay codes for all wages, deductions, taxes, benefits, and reimbursements will be converted.
- Payroll YTD information will be entered and reviewed to ensure W-2 information is accurate at year-end.
- Payroll processing to verify data conversion is accurate will be completed.
- Payroll YTD totals, leave time, hours, and benefits will be balanced to the existing system if supporting reports are provided.
- Caselle will provide reports of the converted data for auditing purposes.
- Each employee file will be set up with the employee's bank routing account information for full ACH compatibility. A pre-notification test file will be generated and verified to ensure accuracy.

18 employees are included

Timekeeping Setup

- Establish activity codes and appropriate payroll overrides.
- Set up and define task codes, including descriptions and General Ledger override accounts, if necessary.
- Set up employee defaults for tasks, activities, and shifts.
- Set up applicable FLSA shifts.

Caselle® Software & Services Proposal
Village of Taos Ski Valley, NM
February 16, 2022

- | | |
|---|---|
| Accounts Payable Setup | <ul style="list-style-type: none">• Establish vendor defaults.• Format one check form with requested stub detail.• Create a Checklist to document Accounts Payable procedures, including the printing of 1099's. |
| Data Conversion | <ul style="list-style-type: none">• Each vendor's information will be converted. This information includes the vendor name, street address, mailing address, remittance addresses, city, state, zip code, and 1099 status.<ul style="list-style-type: none">– Exception: 1099 balances can be established, if provided.300 vendors are included |
| Purchases & Requisitions Setup | <ul style="list-style-type: none">• Format one purchase order form.• Create a Checklist to document Purchase Order procedures.• Additional custom purchase order form set up will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form. |
| Maintenance Orders Setup | <ul style="list-style-type: none">• Set up the Maintenance Order options (including personnel, department, and actions).• Customize Maintenance Order data entry screens.• Format three Maintenance Order form layouts.• Set up organization information.• Additional form layouts will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form. |
| Cash Receipting Setup | <ul style="list-style-type: none">• Set up the General Ledger accounts for bank deposits and standard receipting revenue.• Set up category and distribution codes.• Set up payment types, for example, check, cash, and credit card, and associated reports for balancing.• Create default reports to assist in daily operation.• Create a Checklist to document procedures for daily cash receipting transactions, updates, and posting of receipts. |
| Asset Management Setup | <ul style="list-style-type: none">• Establish the default depreciation frequency and method, with the asset number format.• Set up departments, classifications, and asset types.• Create a Checklist to document procedures, including the asset creation and General Ledger updates. |
| Data Conversion | <ul style="list-style-type: none">• Asset number, description, department, classification, and type will be converted. The depreciation start date, life, and method of depreciation will be converted for each asset, if provided.• Accumulated depreciation can be converted to ensure an accurate beginning balance. |

SOFTWARE LICENSE AGREEMENT

CASELLE, INC.
1656 S. East Bay Blvd.
Suite 100
Provo, UT 84606

VILLAGE OF TAOS SKI VALLEY
PO Box 100
Taos Ski Valley, NM 87525

("Caselle")

("You" or "Your")

You agree to License the Software and Purchase the services detailed below ("Items"), and Caselle, Inc. agrees to provide them, subject to the terms and conditions on pages two and three of this Agreement.

Total Price \$59,500.00

Deposit: \$29,750.00

Balance Due \$29,750.00

Items

Total Software	\$39,394.00
Total Training	8,350.00
Total Setup	6,950.00
Total Conversion	4,806.00
Total Price	<u>\$59,500.00</u>

The attached proposal is considered part of this Agreement.

The signatures below indicate each party's acceptance of this Agreement. Each party has caused this Agreement to be executed by its duly authorized representative.

CASELLE, INC.

By:



Name & Title: Alan S. Hutchings, President

Date: February 16, 2022

VILLAGE OF TAOS SKI VALLEY

By:

Name & Title:

Date:

CASELLE, INC.
SOFTWARE LICENSE AGREEMENT

Grant of License

Caselle, Inc. and its Licensors agrees to grant, and You agree to accept a limited, non-transferable, non-exclusive license ("License") to use the computer programs, with the accompanying manuals, literature and other materials ("Software") as detailed under Items, in perpetuity subject to the terms and conditions of this Software License Agreement and subject to termination as provided herein. The term Software shall also include all revisions, updates, enhancements and new modules or add-ons to the existing Software as detailed under Items.

Payment

The Deposit shall be paid by You upon execution of this Software License Agreement. The Balance shall be paid within sixty (60) days of delivery of the Software, which delivery You agree to accept, notwithstanding earlier termination by you as provided hereinafter. Payment shall be in U.S. Dollars and shall not be deemed to have been received by Caselle until Your check clears the banking process. Any costs incurred in collecting Your check, due to insufficient funds or any other reason, shall be reimbursed by you. Late payments shall be subject to a FINANCE CHARGE OF 1.5% PER MONTH, OR 18% PER ANNUM.

Taxes

Prices and fees are exclusive of all federal, state, municipal, or other government excise, duties, sales, use, occupational, or like taxes now or hereafter in force, and are therefore subject to increase in an amount equal to any tax Caselle may be required to collect or pay upon licensing or delivery of any Items, other than federal, state and local taxes based on Caselle's income. You also agree to pay all personal property taxes which accrue to you by reason of this Agreement.

Title and Confidentiality

Title and full ownership rights to the Software licensed under this Agreement, including, without limitation, all intellectual property rights therein and thereto, and any copies You make, remain with Caselle. It is agreed the Software is the proprietary, confidential, trade secret property of Caselle, whether or not any portions thereof are or may be copyrighted and You shall take all reasonable steps necessary to protect the confidential nature of the Software as You would take to protect Your own confidential and trade secret information. You further agree that You shall not make any disclosure of any or all such Software (including methods or concepts utilized therein) to anyone, except to employees, agents, or contractors working for You to whom such disclosure is necessary to the use for which rights are granted hereunder. You shall appropriately notify all employees, agents, and contractors to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by them. Upon Caselle's request, such employees, agents, and contractors shall enter into an appropriate confidentiality agreement for secrecy and nonuse of such information which by its terms shall be enforceable by injunctive relief at the request of Caselle. If Caselle makes such a request, it shall provide You with the appropriate confidentiality agreements. The obligations imposed by this section upon You, Your employees, agents, and contractors, shall survive and continue after any termination of rights under this Agreement. It shall not be a breach of this Agreement if you are required to disclose or make the Software available to a third party or to a court if the Software is

subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced or disclosed.

License

You may:

- a) Use the Software on a single CPU or network ("System") for the appropriate number of users. The Software may be moved to and used on another System, but shall under no circumstances be used on more than one System at a time.
- b) Make System readable copies of the software media provided with the Software as required for backup protection. Such copies may only be used in support of Your use of the Software on the System and may not be used for any other purpose. Each of these copies must have a label placed on the media indicating the Software is a proprietary product of Caselle.

You may not:

- a) Rent, lease, sublicense, assign, sell, loan or otherwise transfer this Software, in whole or in part, except as expressly permitted by this Agreement.
- b) Inspect, disassemble, decompile, reverse engineer or in any way attempt to determine the internal methods of the Software.
- c) Modify the Software or merge it into any other product without the express written consent of Caselle.
- d) Reproduce, prepare derivative works based upon, transmit or distribute the Software, or any part of it, in any form or by any means except as expressly permitted in this Agreement.
- e) Permanently transfer or assign the Software and the rights under this License to another party without the express written consent of Caselle.

Any attempt to do any of the above (a to e) shall void and terminate this Agreement.

Term

This Software License Agreement is and shall be effective from the date of full execution and shall remain in force until terminated. You may terminate this Agreement at any time by notifying Caselle in writing and returning all copies and modifications of the Software within 30 days of such notification. Your License terminates automatically if you materially fail to comply with any terms or conditions of this Agreement and You must return all copies and modifications of the Software to Caselle within 30 days of receipt of written notification of such termination. For each day You retain the Software without a valid License You agree to pay Caselle \$100.

Warranty

Caselle warrants that it has sufficient right and title to the Software to grant You this License. For one (1) year from the date of receipt of the Software ("Warranty Period"), Caselle also warrants the Software media to be free from defects in materials and workmanship under normal use, and Software operation will substantially conform to the specification published by Caselle. If an error or a defect in the Software or its media becomes apparent within the Warranty Period You must promptly notify Caselle, in writing, describing the defect. Upon confirming the error or defect Caselle will, at its exclusive option, repair or

replace the item or refund the price paid for the defective item. Caselle does not warrant that the functions contained in the Software will meet Your requirements or that the operation of the Software will be uninterrupted or error free. The warranty does not cover Software modified by anyone other than Caselle and problems with, or caused by, computer hardware or non-Caselle software. This limited warranty is VOID if failure of the licensed Software has resulted from accident, abuse or misapplication.

Disclaimers and Limitations of Warranty and Remedies

EXCEPT AS SPECIFICALLY STATED IN THE WARRANTY SECTION OF THIS AGREEMENT, THE SOFTWARE IS LICENSED "AS IS" WITHOUT ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CASELLE BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, REVENUE OR SAVINGS, BUSINESS INTERRUPTION OR LOSS OF BUSINESS INFORMATION, ARISING FROM THE USE OF OR INABILITY TO USE THE SOFTWARE OR BREACH OF ANY EXPRESSED OR IMPLIED WARRANTY, EVEN IF CASELLE OR ITS AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. CASELLE'S AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR DAMAGE WILL NOT, IN ANY EVENT, WHETHER BASED UPON CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, WARRANTY, OR ANY OTHER BASIS, EXCEED THE LICENSE FEES PAID BY YOU FOR THE LICENSED SOFTWARE GIVING RISE TO SUCH LIABILITY.

Returns

- a) No returns will be accepted without a written request to Caselle. To receive full credit, less the cancellation fee (set forth below), such requests must be made in writing to and received by Caselle's corporate office within thirty (30) days of this agreement. No returns will be considered for credit until appropriate notice has occurred within the time limits specified and all Software and related materials are returned to Caselle's corporate office within ten (10) days of notice.
- b) Pre-approved returns occurring after the thirty-day period has lapsed will be allowed 75% credit, if such requests are made in writing to and received by Caselle's corporate office within sixty (60) days of this agreement. Any returns attempted after the sixty-day period has lapsed will receive no credit.
- c) A minimum cancellation fee of 10% will be assessed to all pre-authorized returns. Caselle has a right, but not an obligation to retrieve the returned Software. Caselle will assume no liability for Software that is damaged or lost in transit while being returned. Additionally, such returns shall occur at Client's expense.
- d) In addition to the return of the Software, Client agrees that it will delete and remove all copies from all computer systems within its control. Client also agrees that it will return all written materials received from Caselle, including program materials, instruction manuals, and any and all training materials to Caselle.

Additional Services

Support, Training and Data Conversion for the Software will be provided directly by Caselle, or its authorized support centers, and are subject to separate agreements.

General

- a) This Agreement shall be governed and construed in accordance with the laws of the State of Utah and You hereby consent to the jurisdiction of State and Federal courts in Utah. If any part of this Agreement violates applicable law, that part shall be deemed to be amended to the extent necessary to comply with the law.
- b) This Agreement constitutes the entire Agreement between Caselle and You and supersedes any prior Agreement or understanding, written or oral, relating to the subject matter of this Agreement. Except as provided herein, this Agreement may not be amended or supplemented except in writing and properly executed by both parties.
- c) If any provision of this Agreement shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or the enforceability of this Agreement.
- d) All rights and remedies provided herein are cumulative and are in addition to all other rights and remedies available at law or equity.
- e) In the event that either party successfully takes legal action to enforce any provision of this Agreement the unsuccessful party shall pay full costs and expenses of such action, including reasonable attorney's fees.
- f) Any notice required by this Agreement shall be deemed to have been properly given if sent by registered or certified mail to the address set forth in this Agreement.
- g) The waiver of any breach or default of this Agreement shall constitute a waiver only as to such particular breach or default and shall not constitute a waiver of any other breach or default. Failure to act by either party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall not operate as a waiver of any such right, power or remedy, and will not affect the validity of the whole or any part of this Agreement, or prejudice such party's right to take subsequent action.
- h) Neither party shall be held liable for delays in any of its performance resulting from acts of God, war, civil disturbance, court order, labor dispute or any other cause beyond its control.
- i) The relationship of the Parties shall be solely that of independent contractors. No partnership, joint venture, employment, agency or other relationship is formed, intended or to be inferred under this Agreement. Neither party to this Agreement shall attempt to bind the other, incur liabilities on behalf of the other, act as agent of the other, or authorize any representation contrary to the foregoing.
- j) This Agreement is binding upon and shall inure to the benefit of the parties, their successors and assigns. However, this Agreement is not assignable by you. This Agreement is personal to you and neither the Agreement, nor the rights or duties hereunder, may be voluntarily or involuntarily, directly or indirectly, assigned or otherwise transferred without the prior written consent of Caselle. Any unauthorized assignment or transfer shall constitute a breach hereof and shall be voidable by Caselle.

663884 10/03

SOFTWARE MAINTENANCE & SUPPORT AGREEMENT (SOFTWARE ASSURANCE)

CASELLE, INC.
1656 S. East Bay Blvd.
Suite 100
Provo, UT 84606

and

VILLAGE OF TAOS SKI VALLEY
PO Box 100
Taos Ski Valley, NM 87525

("Caselle")

("You" or "Your")

agree that Caselle will provide You with unlimited telephone support on Caselle's Software, for the purpose of answering Your questions, giving usage instructions, providing updates and attempting to resolve problems on a best efforts basis, for the consideration of \$1,044.00 monthly, subject to the following terms and conditions:

Availability

Support calls, covered by this Agreement, will be answered by Caselle's Support Center, on the designated support telephone number, between 7:30 am and 5:30 pm Mountain Time, Monday through Friday, except holidays.

Coverage

This Maintenance & Support Agreement covers all Caselle application software licensed to You. It does not cover third party software or products. Support may, on a best efforts basis, be provided for third party products, such as operating systems and hardware. Extended, after hours support may be billable at Caselle's regular hourly billing rate.

Charges

Charges cover Software presently installed and will remain fixed for one year providing You license no new applications. If You license new applications or change user levels, charges will be modified. Following the first year, charges may be increased, at Caselle's discretion.

Updates

Caselle will provide program updates within the same operating system through normal software releases at no extra charge. Additional software packages, add-on modules and custom programming are not covered by this Agreement and will be billed at current rates. Caselle will determine which enhancements and/or materials will be part of a software release, add-on package or custom programming.

Upgrades

Caselle will provide software upgrades within the same operating system at no extra charge if this agreement is still in effect at the time the upgrade is made available and if this agreement is not cancelled or terminated.

Term and Termination

This Software Maintenance & Support Agreement is effective for one year from the date of the Agreement. Thereafter, it will automatically be renewed monthly, unless either party gives written notice of termination, at least 30 days in advance. If the Agreement is terminated Caselle will honor commitments to support You until the date of termination.

Payment

Payment terms shall be monthly in advance in U.S. Dollars and shall not be considered received until Your check clears the banking process. Any charges or costs incurred in the collection of Your check, due to insufficient funds or any other reason, shall be reimbursed by You. Late payments shall be subject to extra charges. If payment is not received when due, Caselle reserves the right to suspend Your support until payment is received. Such suspension will not relieve You of payment obligation.

Limitations of Remedies

Your Remedies. Your sole and exclusive recourse and remedy for any loss, including your right to recover damages shall be as set forth in this Section. Caselle's liability with respect to any and all actual losses incurred during the Term (or a Renewed Term) of the Agreement shall not exceed the amount paid by You to Caselle at the last billing. You shall provide Caselle with documentation sufficient to demonstrate any expenses that You actually incurred for which You seek damages from Caselle. Caselle shall not be responsible for any loss incurred by You from a claim that is settled or compromised by You without the prior written approval of Caselle.

No Liability for Consequential Damages. In no event shall Caselle be liable to You or to any third party for any indirect, special, punitive, incidental, consequential or compensatory losses, damages, claims or causes of action in excess of the amount of compensation paid hereunder, including, but not limited to, those arising from loss of business or profits or any other economic loss, even if Caselle was aware of the possibility of such damages.

General

(a) You shall not assign, sublicense or transfer any of Your rights under this Agreement without the prior written consent of Caselle.

(b) This Agreement shall be governed and construed in accordance with the laws of the State of Utah. If any part of this Agreement violates applicable law that part of the Agreement shall be deemed to be amended to the extent necessary to comply with the law.

(c) This Agreement constitutes the entire agreement between Caselle and You and supersedes any prior agreement or understanding, written or oral relating to support services. Except as provided herein, this Agreement may not be varied, amended, or supplemented except in writing and properly executed by both parties.

(d) If any provision of this Agreement shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or the enforceability of this Agreement.

(e) All rights and remedies provided herein are cumulative and are in addition to all other rights and remedies available at law or equity.

(f) In the event either party successfully takes legal action to enforce any provision of this Agreement the non-prevailing party shall pay full costs and expenses of such action, including reasonable attorney's fees.

(g) Any notice required by this Agreement shall be deemed to have been properly given if sent by registered or certified mail to the address stated above or such other address as may be designated in writing by either party.

(h) The waiver of any breach or default of this Agreement shall constitute a waiver only as to such particular breach or default and shall not constitute a waiver of any other breach or default.

(i) Caselle shall not be held liable for delays in any of its performance resulting from acts of God, war, civil disturbance, court order, labor dispute or any other cause beyond its control.

The signatures below indicate each party's acceptance of this Agreement. Each party has caused this agreement to be executed by its duly authorized representative.

CASELLE, INC.

By: 

Name & Title: Alan S. Hutchings, President

Date: February 16, 2022

VILLAGE OF TAOS SKI VALLEY

By: _____

Name: _____

Title: _____

Date: _____

Village of Taos Ski Valley
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve the Village of Taos Ski Valley to Enter into a Memorandum of Agreement with New Mexico Department of Energy Minerals and Natural Resources, State Forestry for Disbursement of Federal Funds under the Non-Federal Lands Grant

DATE: February 22, 2022

PRESENTED BY: Jalmar Bowden

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not recommended

BACKGROUND INFORMATION:

Village Community Wildfire Protection Plan of 2016 identified much of the Village at high risk of wildfire. Other factors, such as proximity to forest lands, drought, single evacuation route, and long absence of low intensity fire were included proving the Village as a whole to be at great risk. Mitigation activities by TSVI, Taos Land and Cattle, and a planned Highway 150 Corridor project begun in 2021 are making progress toward lessening risk to the Village.

In the summer of 2020 application to State Forestry was made for this grant and it was denied. A second grant application was successfully made in Summer of 2021. In January of 2022 the Memorandum of Agreement was forwarded to the Village for signature.

This memorandum provides the basis for planned mitigation activities on risk assessed properties. The work plan recommended by applicable portions of the 2020-44 Village Wildland Interface Ordinance is vetted by an experienced board yet to be determined. The work after performance by licensed and qualified contractors is ratified as satisfying the plan through inspection and presentation to the board. Once this ratification has taken place the Village can disburse the federal funds to the contractor. There is no match required of the landowner monetarily, although participation in planning, execution, and long-term maintenance is highly encouraged.

The Memorandum of Agreement is included here for Council review. It is significant to note that the first 5 pages are the Memorandum of Agreement for signature. The following 21 pages of the document are attachments to the Agreement consisting of forms and instructions specific to the execution of the Grant and are to be used in that manner. They are not intended to be completed at this time, although they remain with the signed document for return to State Forestry.

RECOMMENDATION: It is recommended that Council approve this Memorandum of Agreement.

**MEMORANDUM OF AGREEMENT
BETWEEN THE
STATE OF NEW MEXICO, ENERGY, MINERALS AND
NATURAL RESOURCES DEPARTMENT,
FORESTRY DIVISION
AND
VILLAGE OF TAOS SKI VALLEY**

THIS MEMORANDUM OF AGREEMENT (MOA) is made and entered into by the State of New Mexico, Energy, Minerals and Natural Resources Department (EMNRD) , Forestry Division (Division) and the Village of Taos Ski Valley (Entity).

WHEREAS, EMNRD from time to time receives funds from the State of New Mexico (State) and United States Department of Agriculture (USDA) or other federal agencies to mitigate the threat of wildland fire and improve forest and watershed health; and

WHEREAS, EMNRD and the Entity desire to enter into this MOA for administrative efficiency so that the projects detailed in individual approved Project Work Plans can be carried out through a single program,

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE METHOD BY WHICH THIS PURPOSE SHALL BE ACCOMPLISHED IS AS FOLLOWS:

1. Both parties agree as follows:

A. Wildland Urban Interface (WUI) and Hazardous Fuels Reduction (HAZ) Grant Programs projects, shared stewardship projects, or other fuels reduction projects or forest health projects conducted under this MOA shall involve work that emphasizes improving, restoring, or replanting watershed areas or forests on public and private land, the development of defensible space for individual homeowners, development of fuel breaks along common boundaries between private and public land, and assisting with thinning of individual lots and subdivision groups. There may be multiple projects conducted as part of this MOA. Each project to be conducted under this MOA shall follow the attached Project Work Plan (Exhibit A), as may be amended from time to time.

B. The Entity, or if work is performed pursuant to Section 3.A.2) or 3) the Division or its contractor, shall perform no work until the Project Work Plan is in place and the Division issues in writing a Notice to Proceed.

2. The Entity shall:

A. Consult with the Division and request the work to be performed based upon the needs of the Entity to improve natural resources on the Entity's lands or on

lands near or adjacent to Entity's lands through the performance of natural resource restoration. Such work shall be performed in those areas that have the greatest impact on mitigating the threat of wildfires and improving forest and watershed health. Entity shall coordinate its projects with activities being conducted by other entities on adjacent nearby lands where feasible.

B. Prepare a Proposed Project Work Plan (Exhibit A) for each individual project for consideration by the Division or prepare the Project Work Plan with the Division. The Entity and the Division shall sign a Project Work Plan for each proposed project prior to the Entity, or the Division or its contractor, commencing work on the project.

C. If the Entity will conduct the work pursuant to Section 3.A.1), provide a written activity report of work completed as set forth in the Project Work Plan.

D. If the Entity will conduct the work pursuant to Section 3.A.1), provide the Division with invoices for payment supported by detailed certified statements of account documenting the services rendered for each payment as necessary but no more frequently than on a weekly basis.

3. EMNRD shall:

A. Either:

1) reimburse the Entity out of federal grant or state funds for all reimbursable costs the Entity incurs to conduct an approved project, incurred under this MOA for materials and labor in an amount not to exceed the limit set in the approved Project Work Plan for projects where the Entity conducts the work using Entity employees or pays a contractor who is under contract to the Entity;

2) pay directly to a contractor, under contract to the Division and approved by the Entity for all costs incurred for an approved project under this MOA for materials and labor in an amount not to exceed the limit set in the approved Project Work Plan; or

3) perform the work to conduct an approved project itself using Division employees or Inmate Work Camp crews, and retain funds.

If the Division and the Entity agree to use option 2 or 3, the Division shall obtain the Entity's prior written approval to conduct the project by securing the Entity's approval signature on the Project Work Plan.

The Division shall indicate the financial mechanism chosen for project (*i.e.* reimbursement, transfer of funds, or direct payment) in the approved Project Work Plan. Additionally, if the Entity conducts the project pursuant to Section 3.A.1), reimbursement is contingent upon the Entity expending matching funds, if any, as set forth in the approved Project Work Plan. The matching amount shall be determined by the Division

and documented in the Project Work Plan.

B. If the Entity conducts the project pursuant to Section 3.A.1), make all disbursements for costs by voucher supported by approved purchase order or equivalent document and invoice from the Entity evidencing the propriety of each payment. Amounts charged for personal services will be based on payrolls maintained by the Entity and supported by time and attendance sheets.

C. Provide overall guidance on goals and objectives for forest insect and disease and forest health program activities on state and private lands in New Mexico.

D. Inspect project implementation and certify work as being in compliance with each Project Work Plan.

4. **Term:** This MOA becomes effective on EMNRD's signature and shall continue indefinitely unless earlier terminated pursuant to Section 5, Termination, or Section 6, Appropriations, below.

5. **Termination:** Either party may terminate this MOA upon written notice delivered to the other at least 10 days prior to the intended termination date. By such termination, neither party may nullify or avoid any obligation required to have been performed prior to termination.

6. **Appropriations:** The terms of this MOA are contingent upon the New Mexico State Legislature and USDA or other federal agency granting sufficient appropriation and authorization for the performance of this MOA. If sufficient appropriation or authorization is not granted, either party may terminate this MOA, or suspend performance pending approval of sufficient appropriation or authorization, upon written notice from one to the other. Either party's decision as to whether sufficient appropriations are available shall be final, binding, and accepted by the other.

7. **Subcontracting:** The Entity shall not subcontract any portion of the services it performs under this MOA or obligate itself in any manner to any third party, with respect to any rights or responsibilities under this MOA, without the Division's prior written approval.

A. If the Entity is conducting the project pursuant to Section 3.A.1), and federal funds are used for the project, the Entity shall obtain the Division's prior written approval before subcontracting any services; comply with 2 C.F.R. 200.318 through 200.326 when selecting subcontractors; and provide the Division with evidence of competitive procurement for any subcontract, including records of advertisement of bid, proposals received, and methods to select each subcontractor.

B. Any subcontract shall include provisions necessary to allow the Entity to meet its obligations and requirements under this MOA.

8. **Strict Accountability for Receipts and Disbursements:**

A. The Entity shall be strictly accountable for receipts and disbursements relating hereto and shall make all relevant financial records available to EMNRD, the Department of Finance and Administration, the New Mexico State Auditor, and USDA or other federal agency upon request, and shall maintain all such records for three years after the funding for each individual approved Project Work Plan has expired or has been terminated.

B. If The Entity receives \$750,000 or more in federal funding from all sources in the aggregate in a fiscal year, The Entity's financial records involving services and procurement under this MOA shall be audited annually pursuant to all federal, state and local government audit requirements, and in accordance with the Single Audit Act Amendments of 1996, 2 C.F.R. 200, Subpart F – Audit Requirements, OMB Circular Compliance Supplement and Government Auditing Standards, as prescribed by the Single Audit Act of 1984, or any subsequent OMB Circular. Entities who do not meet the \$750,000 audit threshold (Tier 7), must complete the State of New Mexico – Office of the State Auditor Certification Form for Tier 1 and Tier 2, or the Office of the State Auditor Agreed Upon Procedures (Tiers 3-6) in accordance with the Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14. To comply with state audit requirements, The Entity's shall have one of the above-mentioned Forms or Agreed Upon Procedures on file with the Office of the State Auditor. The Entity shall provide EMNRD with a copy of the independent financial audit, either in hard copy format or on disk, no more than 45 days after the audit's completion for each fiscal year this MOA is in effect.

9. **Disposition, Division, or Distribution of Property; Return of Surplus Funds:** Upon expiration or termination of this MOA, if either party has property or funds in its possession belonging to the other, it shall return the property or funds in proportion to the parties' original contribution.

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

11. **Compliance with Funding Source Conditions:** The Entity shall comply with all applicable state and federal statutes and rules and regulations the funding source imposes.

12. **Insurance Coverage:** By signing this MOA, The Entity certifies that activities described in Section 1 above are covered by insurance as specified within this Section, secured in accordance with any method allowed by applicable law, including self-insurance, pooling of self-insured reserves, or insurance provided by a third party. The Entity shall maintain continuous insurance coverage as specified below of the activities described in Section 1 above so long as this MOA is in effect. Failure to maintain such coverage is reason for this MOA's immediate termination. The Entity shall notify EMNRD prior to cancellation or expiration of any insurance required under this MOA.

A. Worker's Compensation protection that complies with the requirements of the New Mexico Workers' Compensation Act, NMSA 1978, § 52-1-1, *et seq.*, if applicable. If The Entity fails to comply with the Workers' Compensation Act and applicable rules when required to do so, EMNRD may terminate this MOA.

B. Comprehensive public liability protection covering property damage and personal injury liability that may arise under this MOA and any amendments hereto, in amounts equal or greater than liability limits set forth in NMSA 1978, § 41-4-19, as it may be amended from time to time.

13. **Amendment:** This MOA shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto.

IN WITNESS WHEREOF, the parties have herein set their hand.

**STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES
DEPARTMENT**

By: _____
Cabinet Secretary or Designee

Date: _____

VILLAGE OF TAOS SKI VALLEY

By: _____
Authorized Representative Signature

Date: _____

Printed Name and Title

Attachment A

Wildland/Urban Interface and Hazardous Fuels Reduction

Grant Programs Project Work Plan (Work Plan) for: _____
(Entity)

Project Number: _____

Project I.D. Funding: _____

Entity Determination: _____

Forestry Division Project Manager: _____

Project Title: _____

Project Coordinator: _____

Address: _____

Telephone Number: _____ **email:** _____

NOTE: All projects shall comply with 19.20.4.9 NMAC and, if federal funds are used, 2 C.F.R. Part 200.

The Energy, Minerals and Natural Resources Department (EMNRD), Forestry Division (Forestry Division) may extend task due dates by written notice to the Entity if the Forestry Division is satisfied that sufficient progress is being made. Any other changes shall require a written amendment to the Work Plan, approved by the Forestry Division Director or designee, following EMNRD contract review.

I. Project Description/Objectives: Explain the type of project(s) and activities/scope(s) of this project, location(s) and boundaries, priorities, environmental and cultural clearances, how areas will be mitigated, project prescription, etc.

If federal funds are involved, the Entity shall assist the Forestry Division in obtaining any environmental or archeological information that the United States Department of Agriculture, Forest Service (USFS) or United States Department of the Interior, Bureau of Land Management, or other federal agency may require pursuant to EMNRD's agreement with the federal agency. If the project occurs on non-federal or non-tribal trust or restricted fee land, the Entity shall also ensure that landowners assist the Forestry Division in complying with the New Mexico Cultural Properties Act, NMSA, 1978, § 18-6-8.1 if there are any sites that are registered cultural properties and will be affected. The Forestry Division may also verify through the Archeological Records Management Section (ARMS) if there are any sites that may require protection and to provide the State Historic Preservation Officer a reasonable and timely

opportunity in planning such undertaking as required by NMSA 1978, § 18-6-8.1. Additionally, the Forestry Division will use the New Mexico Environmental Review Tool (<https://nmert.org/>) to determine whether sensitive plant and wildlife resources occur on or near the property.

II. Project Contributors and Budget: List the private, local, tribal, state, or federal organizations that are contributing or participating in project implementation.

Project Costs

NOTE: If you are requiring the Entity to thin or treat, or the Forestry Division or its contractors will be thinning or treating a mandatory number of acres in Section I, make sure that the number of acres required multiplied by the highest thinning or treatment rate does not exceed the total amount available for Contractual Services for Thinning or Treatment.

Match is not required for projects funded with state funds; however, the Forestry Division reserves the right to apply funding from this Work Plan as match for other federal funded programs. The Entity must disclose if funds from this Work Plan will be used as match for other federal funds to prevent the Entity and the Forestry Division from claiming match on mutual or similar projects. When federal funds are used, the Entity shall provide insert percentage of match required; if no match is required, insert NA% of match, unless the Forestry Division authorizes otherwise in writing. If the Forestry Division requires match for projects where federal funds are used, the Entity cannot use other federal funds for match. (See Exhibit 1, Acceptable Types of In-Kind Match or Landowner Reimbursement.) Any federal match must be managed in accordance with 2 C.F.R. 200 even if the source of the match is non-federal. Use extreme care in calculating the number of acres to be thinned or treated. The Forestry Division can only reimburse for the amount specified in the rates for which the Forestry Division will reimburse per acre and the total amount reimbursed for this project cannot exceed the amount in the Grant Column for Contractual Services for Thinning or Treatment. Any thinning or treatment contractors the Entity hires as part of this Work Plan must provide the Entity with proof of current Worker's Compensation Insurance, if coverage is required by state law, and the Entity must provide the Forestry Division with this proof prior to any thinning or treatment activities taking place. The State Forester recommends the employees of all thinning contractors hired under this Work Plan hold the New Mexico Forest Workers Safety Certification.

CONTRIBUTORS	GRANT	ENTITY	TOTAL
DOLLARS	\$	\$	\$
ADMINISTRATIVE COSTS NOT TO EXCEED 5%, 10%, OR 15% (DELETE PERCENTAGES THAT			

DO NOT APPLY)			
IN-KIND MATCH	\$	\$	\$
CONTRACTUAL SERVICES FOR THINNING OR TREATMENT*	\$	LANDOWNER LABOR: \$ THINNING OR TREATMENT CONTRACTOR PAYMENT: \$ TOTAL: \$	\$
TOTAL	\$	\$	\$

**Contractual Services/Entity column shall be used only if the landowner is doing the work or the landowner is paying (hard dollar) a portion of the thinning or treatment contractor's service. If the landowner is completing work, indicate in the Entity portion of the Contractual/Thinning or Treatment Services section what amount is thinning contractor payment and what amount is landowner labor.*

Total grant amount for the project awarded to the Entity is \$XXXXX. The Forestry Division shall pay the Entity XX% of the total grant amount for administrative costs. The Entity shall use the remaining funding (\$XXXXXX) for contractual services to implement hazardous fuel reduction practices on a minimum of XXX acres using the following breakdown.

(Insert treatment type) (i.e. mechanical and chemical cut stump treatments):
XX acres x \$XXXX per acre (including New Mexico Gross Receipts Taxes) = \$XXXXX

(Insert treatment type) (i.e. chemical treatment of woody invasive re-sprouts):
XXX acres x \$XXX per acre (including New Mexico Gross Receipts Taxes) = \$XXXXX

Matching dollars (\$XXXXXX) will come from a combination of Entity contributions and documented volunteer time.

III. Billing Instructions/Reporting: The Entity shall invoice the Forestry Division for this project at a minimum of once a quarter, but no more frequently than monthly. The Entity must bill Administrative Costs at (insert percentage amount from Budget Section here) of the amount billed for Contractual Services. The Entity shall submit progress reports to the Forestry Division with each billing. Progress reports shall include the number of acres thinned or treated. The Entity shall use the attached Project Inspection Form (Exhibit 2) to document project completion. If the Entity deviates from this form, it shall first get the Forestry Division's written approval of the changes. **(Mandatory: The Entity shall use the attached form.)**

IV. Documentation of Match: If applicable, include a statement of how this will be performed. The Entity shall use the attached Volunteer and Match Sheet (Exhibit 3), or a close proximity thereof, to document in-kind contributions. The value of volunteer time is \$25.43 per

hour. (This value is established by Independent Sector, a nonpartisan leadership network for nonprofits, foundations, based on the average hourly earnings of all production and nonsupervisory workers on private nonfarm payrolls as determined by the U.S. Bureau of Labor Statistics).

V. Certificate of Payment: The Entity shall also use the attached Certificate for Payment (Exhibit 4 - **Mandatory**) when requesting reimbursement from the Forestry Division and shall include certified invoices and volunteer match forms. The Entity must submit the following documentation with each invoice: invoices from contractors or landowners, inspection report, certificate of payment, documentation of match (see Exhibit 1, Acceptable Types of In-Kind Match or Landowner Reimbursement, for acceptable documentation), and a written narrative progress report (can be the narrative provided on the inspection report).

VI. Project Timeline: Provide a timeline for major milestones, accomplishments, and completion date for project activities. The Forestry Division may extend task due dates by written notice to the Entity if the Forestry Division is satisfied that sufficient progress is being made. Any other changes shall require a written amendment to the Work Plan, approved by the Forestry Division Director or designee, following EMNRD contract review.

<u>Timeline</u> <u>(month/yr.)</u>	<u>Major Task/Deliverables</u>
	See examples below to fill in this table

Project Completion Date: _____.

(See examples below. Delete this instruction and sample items below prior to submitting Work Plan for review.)

- Forestry Division Program Manager issues the Entity a Notice to Proceed.
- If the Entity will be conducting work on property other than the Entity's own property, the Entity advertises, collects, and selects landowner applications pursuant to 2 C.F.R. 200.318 through 200.326 (if federal funding is used for this project), or, as applicable, state procurement laws (if state funds are used for this project).
- Entities who are procuring landowner applications for projects for which federal funds will be used or where non-federal funds will be used as match for federal funds, must follow the competitive methods of procurement in 2 C.F.R. 200.320(d).
- When procuring landowner applications, the Entity must ensure that all evaluation factors and their relative importance are publicized at the time that the Entity publishes and circulates the request for applications.
- The Entity selects landowners based on criteria in the procurement.
- The Entity enters into landowner agreements. Landowner agreements are required any time work is performed on property not owned by the Entity,

regardless of whether the landowner is public or private. If the Entity has already procured the landowners, attach the notice/selection criteria and the written method for conducting technical evaluations of the proposals and selecting recipients to this Work Plan, which must comply with 2 C.F.R. 200.318 through 200.326 if federal funds are used for this project or state procurement laws if state funds are used for this project.

- The Entity (or Forestry Division) completes landowner practice plan.
- Landowner(s)/the Entity/Forestry Division begin(s) thinning or treatment.
- Landowner(s)/the Entity/Forestry Division complete(s) thinning or treatment.
- Forestry Division and the Entity conduct final inspection.
- The Entity submits invoices to Forestry Division for reimbursement.
- The Entity submits final written report to Forestry Division.

VII. Close Out: The Entity shall submit a final project file package to EMNRD when all work is finished, all financial transactions are completed, and the Forestry Division accepts the work.

VIII. Landowner Assistance and Practice Plan: The Entity shall use the attached Landowner Assistance and Practice Plan (Exhibit 5). **Mandatory:** If the Entity will be conducting work on property other than Entity's own property, and federal funding is used for this project, the Entity shall advertise, collect, and select landowner applications pursuant to 2 C.F.R. 200.318 through 200.326. If state funds are used for this project, the Entity shall comply with state procurement laws and rules. Entities who are procuring landowner applications for projects for which federal funds will be used or where non-federal funds will be used as match for federal funds, must follow the competitive methods of procurement in 2 C.F.R. 200.320(d). District must have documentation that landowner has submitted a proposal which the Entity advertised, procured, evaluated, and selected pursuant to 2 C.F.R. 200.318 through 200.326 if federal funding is used for this project), or, as applicable, state procurement laws, (if state funds are used for this project) and documentation must be attached if the Work Plan specifies properties/landowners that have already been selected to document a landowner's competitive selection from the Entity. Documentation of competitive selection must include a copy of the public notice with a listing of the evaluation factors and their relative importance. In addition, it must include the Entity's written method for conducting technical evaluations of the proposals and selecting recipients. If the landowner is approved to proceed with a project, the Entity shall use the Landowner Practice Plan to document the landowner's objectives and responsibilities, the property condition, and recommended treatments. If the Entity deviates from this form, it shall first seek the Forestry Division's written approval.

IX. Landowner Agreements: The Entity shall develop a landowner agreement that defines the relationship and responsibilities between the Entity and landowner during the project. The agreement shall include a description of the property to be treated, landowner responsibilities, and permission to enter the property to conduct and inspect the project. This agreement shall be included in the project file and available to the Forestry Division for review.

X. Term: This Work Plan shall not become effective until approved by the Forestry Division and the Entity, and after the Department of Finance and Administration has encumbered funds for this Work Plan. It shall terminate on the date specified above in Section VI, Project Timeline.

XI. Termination:

A. Either party may terminate this Work Plan for convenience or cause upon written notice delivered from one to the other at least 10 days prior to the intended termination date. By such termination, neither party may nullify or avoid any obligation required to have been performed prior to termination.

If federal funds are used to pay for the work of this Work Plan, the remaining subsections in Section XI must be included in the Work Plan. If not, delete this instruction and the inapplicable clauses.

B. Notice.

1. Except as otherwise provided in Section XI.B.2 below, the Forestry Division shall give the Entity written notice of termination at least 30 days prior to the intended date of termination.

2. Notwithstanding the foregoing, EMNRD may terminate this Work Plan immediately upon written notice to the Entity if the Entity becomes unable to perform the services contracted for, as determined by EMNRD.

C. Liability. Except as otherwise expressly allowed or provided under this Work Plan or the underlying agreement between EMNRD and the Entity, the Forestry Division's sole liability upon termination shall be to pay for acceptable work performed prior to the Entity's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Work Plan. The Entity shall submit an invoice for such work within 30 days of receiving the notice of termination. This provision is not exclusive and does not waive the Forestry Division's other legal rights and remedies caused by the Entity's default/breach of this Work Plan.

D. Termination Management. Immediately upon receipt by the Entity of notice of termination of this Work Plan, the Entity shall:

1. not incur any further obligations for salaries, services, or any other expenditure of funds under this Work Plan without the Forestry Division's written approval;

2. comply with all directives the Forestry Division issues in the notice of termination as to the performance of work under this Work Plan; and

3. take such action as the Forestry Division shall direct for the protection, preservation, retention, or transfer of records generated under this Work Plan.

XII. Compliance with Law and Funding Source Conditions:

A. The Entity shall comply with all applicable state and federal statutes, rules, or regulations imposed as a consequence of funding pursuant to this Work Plan. The Entity is responsible for obtaining a copy of any federal funding award that provides funding for this Work Plan.

B. The Entity shall provide the Forestry Division all necessary information in a timely fashion for prior approval of all subcontracting to occur with this project.

If federal funds are used to pay for the work of this Work Plan, the remaining subsections in Section XII must be included in the Work Plan. If not, delete this instruction and the inapplicable clauses.

C. The Entity shall also comply with the following clauses in the performance of this Work Plan:

1. Compliance with use of Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) - The Entity shall take affirmative steps to assure that MBEs and WBEs are used when possible as sources of supplies and services. The affirmative steps shall include the following:

- a) including qualified MBEs/WBEs on solicitation lists;
- b) assuring that MBEs/WBEs are solicited once they are identified;
- c) when economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum MBE/WBE participation;
- d) where feasible, establishing delivery schedules which will encourage MBE/WBE participation;
- e) encouraging use of the services of the U.S. Department of Commerce's Minority Business Development Agency and the U.S. Small Business Administration to identify MBEs/WBEs, as required; and
- f) if any contracts are to be let, requiring the contractor to take the affirmative steps listed above.

2. Compliance with Trafficking Victims Protection Act of 2000 - the Entity, the Entity's employees, contractors, and contractors' employees shall not:

- a) engage in severe forms of trafficking in persons during this Work Plan's term;
- b) procure a commercial sex act during this Work Plan's term; or
- c) use forced labor in the performance of this Work Plan.

3. Compliance with NMSA 1978, § 66-7-374, Texting While Driving - the Entity and the Entity's employees shall not read or view a text message or manually type on a handheld mobile communication device for any purpose while driving a motor vehicle in connection with this Work Plan, except to summon medical or other emergency help, or unless that device is an amateur radio and the driver holds a valid amateur radio operator license issued by the Federal Communications Commission.

4. If federal funding is used for this Work Plan, the Entity shall comply with 2 C.F.R. Sections 200.318 through 200.326 for procurement conducted pursuant to this Work Plan, including procurement of landowners and thinning contractors.

5. The Entity shall not award contracts to parties listed on the governmentwide exclusions in the federal System for Award Management (SAM), in accordance with OMB guidelines that implement federal Executive Orders 12549 (3 C.F.R. page 1986, Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension": SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

6. If applicable, the Entity must comply with Section 6002 of the Solid Waste Disposal Act, as amendment by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the U.S. Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

7. If the value of this Work Plan exceeds \$100,000, the Entity shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) regarding the limitations of use of appropriated funds to influence certain federal contracting and financial transactions.

8. If this Work Plan is valued at more than \$150,000, the Entity shall comply with all applicable standards orders or requirements issued under the federal Clean Air Act (42 U.S.C. § 7401 *et seq.*); Clean Water Act (33 U.S.C. § 1251 *et seq.*); Executive Order 11738 (Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act With Respect to Federal Contracts, Grants, or Loans); and EPA regulations.

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

10. Whistleblower Protection:

A. If this Work Plan is valued at more than \$150,000, the Entity shall inform its employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. § 4712.

B. The Entity shall insert the substance of this clause, including this paragraph in all contracts over \$150,000.

11. Minimum Wages Under Executive Order 13658 (January 2015):

1. Definitions. As used in this clause:

"United States" means the 50 states and the District of Columbia.

"Worker":

a. means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and

(i) whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),

(ii) other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 C.F.R. Part 541,

(iii) regardless of the contractual relationship alleged to exist between the individual and the employer;

b. includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c); and

c. also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

2. Executive Order Minimum Wage Rate:

a. The Entity shall pay to workers, while performing in the United States, and performing on, or in connection with, this Work Plan, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.

b. The Entity shall adjust the minimum wage paid, if necessary, beginning January 1, 2016 and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor website) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this Work Plan.

c. The Entity may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant contract costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or

profit.

(i) The Entity's contractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph 2.b. The Entity shall consider any contractor requests for such price adjustment.

(ii) The Forestry Division will not adjust the contract price under this clause for any costs other than those identified in paragraph 2.c., and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

d. The Entity warrants that the prices in this Work Plan do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

e. A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this Work Plan establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

f. The Entity shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Entity may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 C.F.R. 10.23, Deductions.

g. The Entity shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

h. Nothing in this clause shall excuse the Entity from compliance with any applicable federal or state prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

i. The Entity shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

j. The Entity shall follow the policies and procedures in 29 C.F.R. 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

k. This clause applies to workers as defined in paragraph (a). As provided in that definition:

(i) workers are covered regardless of the contractual relationship alleged to exist between the Entity or its contractor and the worker;

(ii) workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c) are covered; and

(iii) workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

I. This clause does not apply to:

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the Work Plan, but who are not directly engaged in performing the specific work called for by the Work Plan, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such Work Plans;

(ii) individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. § 213(a) and § 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to:-

(a) learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(a);

(b) students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(b); and

(c) those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. § 213(a)(1) and 29 C.F.R. Part 541).

m. Notice. The Entity shall notify all workers performing work on, or in connection with, this Work Plan of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Entity may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Entity shall post notice, using the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. If the Entity customarily posts notices to workers electronically, the Entity may post the notice electronically provided the electronic posting is displayed prominently on any website that is maintained by the Entity, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

n. Payroll Records.

(i) The Entity shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

(a) name, address, and social security number;

(b) the worker's occupation(s) or classification(s);

(c) the rate or rates of wages paid;

- (d) the number of daily and weekly hours worked by each worker;
 - (e) any deductions made; and
 - (f) total wages paid.
- (ii) The Entity shall make records pursuant to paragraph n. of this clause available for inspection and transcription by authorized representatives of the Administrator. The Entity shall also make such records available upon request of EMNRD.
- (iii) The Entity shall make a copy of the Work Plan available, as applicable, for inspection or transcription by authorized representatives of the Administrator.
- (iv) Failure to comply with this paragraph n. shall be a violation of 29 C.F.R. 10.26 and this Work Plan. Upon direction of the Administrator or upon EMNRD's own action, payment shall be withheld until such time as the noncompliance is corrected.
- (v) Nothing in this clause limits or otherwise modifies the Entity's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.
- (vi) Access. The Entity shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.
- (vii) Withholding. EMNRD, upon its own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Entity under this Work Plan or any other federally funded Work Plan or contract with the Entity, sufficient to pay workers the full amount of wages required by this clause.
- (viii) Disputes. Department of Labor has set forth in 29 C.F.R. 10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 C.F.R. Part 10. Such disputes shall be resolved in accordance with those procedures and not the disputes clause of this Work Plan. These disputes include disputes between the Entity (or any of its contractors) and EMNRD, the Department of Labor, or the workers or their representatives.
- (ix) Anti-retaliation. The Entity shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.
- (x) Contractor compliance. The Entity is responsible for its contractors' compliance with the requirements of this clause and may be held liable for unpaid wages due contractors' workers.
- (xi) Contracts. The Entity shall include the substance of this clause, including this paragraph K. in all contracts, regardless of dollar value, that are subject to the Service Contract

Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

If the Entity is determined to be a Subrecipient, the following information must be included in this Work Plan. Please make sure all blanks are filled in before submitting Work Plan for review. If not, delete the following Section XIII in its entirety. Delete this instruction before submitting Work Plan for review.

XIII. Subrecipient Information and Requirements:

A. [Insert Entity Name], [insert DUNS # _____] has been determined to be a subrecipient and is hereby notified of the identifying federal award information as follows:

B. Catalog of Federal Domestic Assistance (CFDA) Number: 10.664
CFDA Project Title: Cooperative Forestry Assistance
Federal Awarding Agency: U.S. Department of Agriculture, Forest Service
Pass-Through Entity: EMNRD, Forestry Division
Federal Award Identification Number (): DG# _____
Federal Award Date: *[Insert the date when the federal award is signed by the authorized official of the federal awarding agency]*
Subaward Period of Performance: Begins on the date of the signed Notice to Proceed and expires on the Project Completion Date in Section VI., Project Timeline.

C. Subrecipient's award is not for research and development.

D. Subrecipient shall comply with all applicable state and federal statutes and rules or regulations imposed because of funding pursuant to this Work Plan. Subrecipient shall permit the Forestry Division, USFS, and auditors to have access to the records and financial statements as necessary for the Forestry Division to comply with OMB Circular A-133, Subpart D (d) (7).

E. If any part of this Work Plan is federally funded in an amount equal to or greater than \$25,000, to an entity determined to be a subrecipient, the Forestry Division will disclose subaward information pursuant to the Federal Funding Accountability and Transparency Act (FFATA) using FFATA Subaward Reporting System (FSRS). The FFATA or Transparency Act-P.L. 109-282, as amended by section 6202(a) of P.L. 110-252 requires the Office of Management and Budget (OMB) to maintain a single, searchable website that contains information on all federal spending awards. The site is www.USAspending.gov.

F. A subrecipient that expends \$750,000 or more of federal awards (in the aggregate from any source) in a fiscal year is required to obtain an annual audit in accordance with 2 C.F.R Part 200, Audit Requirements § 200.501 through § 200.512 and Appendix XI to Part 200 - Compliance Supplement. A subrecipient that does not meet the \$750,000 audit threshold (Tier 7), must complete the Certification (Tiers 1 or 2) or Agreed Upon Procedures (Tiers 3 - 6) in accordance with the Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14. Compliance with state audit requirements requires one of the above mentioned tiers to be on file with the New Mexico Office of the State Auditor (OSA).

G. A subrecipient that qualifies for Tiers 1 or 2 must submit a copy of the certification electronically to the Forestry Division federal grant coordinator or designee annually. The Forestry Division will download Tiers 3 - 7 requirements directly from the OSA website for review annually. Please note: If a subrecipient has a Single Audit (Tier 7) conducted, please ensure the Forestry Division is identified as the pass-through entity and the subaward number assigned is listed on the subrecipient's Schedule of Expenditures of Federal Awards report as the pass-through entity. Non-compliance with the Single Audit Act or the State Audit Act, as cited above, may result in a loss of federal funds awarded to the subrecipient.

H. Subrecipient is subject to the terms and conditions herein, except with respect to the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements under 2 C.F.R. Part 200, Subparts A – F. The terms and conditions of federal awards flow down to subawards and subrecipients unless a section of 2 C.F.R. Part 200, Subparts A – F, or the terms and conditions of the federal award specifically indicate otherwise.

INSERT CONTRACTOR NAME HERE

Authorized Representative (Please print name)

Signature: _____

Date

EMNRD FORESTRY DIVISION

Approved by:

State Forester or Designee

Date

Exhibit 1

ACCEPTABLE TYPES OF IN-KIND MATCH OR LANDOWNER REIMBURSEMENT

Exhibit A – Costs that can be used as in-kind match or landowner reimbursement

Federal grant funds are governed by the cost principles of the Office of Management and Budget (OMB). Allowable costs are those costs identified in the relevant OMB circulars and in the grant program's authorizing legislation. To be allowable under Federal awards, costs must be reasonable, allocable, and necessary to the project, and they must also comply with the funding statute requirements.

Category	Documentation Required
Salaries and Wages	
Volunteer Time - landowner Rate includes 10% for benefits.	Volunteer Sign-up sheet or a close proximity thereof.
Equipment & Maintenance	
Dozer	Equipment Shift ticket or similar
Tractor/loader	Equipment Shift ticket or similar
Trailer	Equipment Shift ticket or similar
4-wheeler	Equipment Shift ticket or similar
Chipper	Equipment Shift ticket or similar
Skidder	Equipment Shift ticket or similar
Masticator	Equipment Shift ticket or similar
Feller Buncher	Equipment Shift ticket or similar
Personal Chainsaw	Equipment Shift ticket or similar
Fuel tank rental	Charged at their actual costs, receipts must be provided
Oil changes and filters	Charged at their actual costs, receipts must be provided
Supplies	
Chainsaw Fuel	Receipt for the fuel charges, and hours that chainsaw was used
Herbicide	Charged at their actual costs, receipts must be provided
Sprayers	Charged at their actual costs, receipts must be provided
Chainsaw parts	Charged at their actual costs, receipts must be provided
Field supplies	Charged at their actual costs, receipts must be provided
Consulting/Contractual	
Aerial Application	Charged at their actual costs, receipts, invoices or accounting entries must be provided
Mapping	Charged at their actual costs, receipts, invoices or accounting entries must be provided
Vehicle Costs	
Mileage	Can charge the current State's mileage reimbursement amount
Advertising	
Notices/Legals	Charged at their actual costs, receipts must be provided



Exhibit 2

PROJECT INSPECTION FORM

Landowner Information (please print)

Landowner's Name _____
Address _____
City _____ State _____ Zip _____
Phone _____ Email _____
Latitude _____ Longitude _____
Inspector Name _____

Completed Wildfire Mitigation Activities (Attach Completed Landowner Assistance and Practice Plan.)

Basal Area Check (if applicable): _____

GPS confirmation of completed acres (must provide spatial data to the Forestry Division):

Treatment Type: _____

_____ Acres treated X \$ _____ /ac = _____

Inspection and treatment narrative(required):

Approved:

Authorized representative signature

Date _____

If applicable:

EMNRD Forestry Division Review _____ Date _____

Exhibit 3

VOLUNTEER AND MATCH SHEET

[illegible]

Name of Volunteer: _____ Date: _____ Total (this sheet): _____

Signature: _____ Date: _____

Exhibit 4

[INSERT VENDOR REMIT TO NAME/ADDRESS]
CERTIFICATE FOR PAYMENT

Project Title: _____
Project Number: ____-____-____
[Remit to address]

Contract No.: _____ Invoice No.: _____ Invoice Date: _____

Termination: _____

Accomplishment: _____ No. Acres: _____ No. Projects: _____
Match Acres: _____

Billing represents work completed beginning (date) _____ through (date) _____

ITEM	MATERIAL OR WORK PERFORMED	GRANT AMOUNT	\$ DUE THIS BILLING	PREVIOUS BILLINGS	BALANCE REMAINING
1	Contractual Services				
2	Administrative Cost 5/10/15%				
3	Match Amount				
4					
	Subtotal				
	TOTAL CONTRACT				

CERTIFICATION

I hereby certify that the work described herein has been performed and that no previous payment for the Total Amount Due this Statement, as shown above, has been received.

By: _____
EMNRD Forestry Division Project Manager

By: _____
Authorized Project Representative

Date: _____

Date: _____

Exhibit 5

LANDOWNER ASSISTANCE AND PRACTICE PLAN

(If landowner proposal does not require full practice plan, only fill out the areas below that suffice. If practice plan required, fill out – use your best judgment. Delete this instruction.)

PROJECT TITLE: _____

NAME: _____

ADDRESS: _____ ZIP: _____

PHONE: _____ email: _____

GEOGRAPHIC LOCATION: Latitude: _____ Longitude: _____
(subdivision/general location) _____

Property Owner: YES__ NO_ (If no and property is leased – provide copy of lease agreement)

TOTAL ACRES: _____

Proof of Insurance: YES__ NO__ INSURANCE CO./POLICY #: _____

.....
LANDOWNER SHORT TERM OBJECTIVES: (CHECK ALL THAT APPLY)

- _____ To create defensible space and reduce wildfire hazard in highly vulnerable Wildland/Urban Interface or Hazardous Fuels Reduction area.
- _____ To thin ___ acres of forested land to improve overall forest health and control disease and insect pests.
- _____ To increase the vigor and growth rate of residual trees while removing excess, poor quality, dead, and dying trees.
- _____ To improve the diversity of grasses, forbs, and wildflowers for wildlife forage production in the treated area.
- _____ Other: _____

LANDOWNER LONG TERM OBJECTIVES: (CHECK ALL THAT APPLY)

- _____ To reduce the long-term wildfire hazard on the property in the wildland/urban interface or hazardous fuels reduction area.
- _____ To improve and maintain the overall health and vigor of the forest by periodic thinning of overstocked stands.
- _____ To improve the productivity and health of the watershed.
- _____ To protect and improve wildlife habitat and enhance the aesthetic value of the forest.
- _____ To serve as an example to other residents of how active forest management can improve property values.

Other _____

TREATMENT PLAN: *(Narrative-prior activities)*

DEFENSIBLE SPACE:

THINNING:

LANDOWNER RESPONSIBILITIES: (Define or describe landowner responsibilities. Examples for defensible space might include moving woodpile, raking needles and litter around structures, cleaning brush/debris around LP tank, installing spark arrestors on chimneys (required), etc. Examples for WUI or Hazardous Reduction thinning might include maintaining fences, maintaining access (roads), re-seeding where applicable, controlling erosion, maintaining defensible space and fuel loading with periodic cutting, clearing, etc.)

SITE DESCRIPTION

TREATED ACREAGE:

FOREST TYPE:

AVERAGE SLOPE CLASS:

Def. Space: _____

Thinning: _____

Aspect: _____

_____ Piñon/Juniper

_____ Ponderosa Pine

_____ Mixed Conifer

_____ Other

_____ Less than 10%

_____ 10-20%

_____ 20-30%

_____ Greater than 30%

BASAL AREA:

Before Treatment: _____ Sq. Ft./Acre

After Treatment: _____ Sq. Ft./Acre

Method of Slash Disposal: _____

Treatments Completed: _____

Estimated # of trees per acre: _____

Removed: _____

I understand that the defensible space and fuel reduction work will need to be maintained and agree to complete the maintenance work as long as I own/manage this land.

DATE: _____

CONTRACTOR: _____

CERTIFIED BY: _____

Property Owner Signature: _____ Date: _____

Village of Taos Ski Valley
Village Council
Agenda Item

AGENDA ITEM TITLE: **Discussion and Consideration to Approve Out-of- State Travel by Building Official Bowden for ICC Continuing Education Credits for Recertification**

DATE: February 22, 2022

PRESENTED BY: Jalmar Bowden, Building Official

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: Building Officials and Building Inspectors are required to obtain CEU's to maintain certifications. The Colorado Code Council offers training every spring. This year the training is held in Loveland, Colorado. Training opportunities are limited locally.

State of New Mexico is working to adopt the 2021 International Residential Codes. Robust training in these newer codes are offered there. Estimated cost of trip includes:

Per diem 4 days	\$220.00
Hotel 3 nights:	\$525.00
Mileage:	\$375.00
Tuition	\$185.40
 TOTAL:	 \$1305.40

RECOMMENDATION: Approval from the Council is requested for this out of State travel by Official Bowden

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Discussion and Consideration to Approve a Village Letter Supporting the TSVI Gondola Project for USFS

DATE: February 22, 2022

PRESENTED BY: John Avila

STATUS OF AGENDA ITEM:

CAN THIS ITEM BE RESCHEDULED: Not recommended

BACKGROUND INFORMATION:

The Village of Taos Ski Valley Council and Administration continue to support the Taos Ski Valley, Inc. proposed new gondola, connecting the main base area to Kachina Basin.

The gondola is part of the 2021 Taos Ski Valley Inc. Master Development Plan, and the Village Council endorsed by resolution. The Village of Taos Ski Valley Resolution No. 2021-475 supporting the Taos Ski Valley Inc. 2021 Master Development Plan for the USFS includes the gondola project, as one option for Kachina area Traffic reduction. A letter of support from the Village to the USFS in favor of starting NEPA process will help TSVI take the next required steps.

The letter acknowledges that the gondola alignment include a short stretch that crosses Village of Taos Ski Valley owned property. And supports the immediate advancement of the NEPA process and the environmental assessment work required for USFS approval of the project. The project will not commence prior to TSVI securing the appropriate easement from the Village.

STAFF RECOMMENDATION: Staff recommend discussion and direction to send the support letter to USFS.



Village of Taos Ski Valley
PO Box 100, 7 Firehouse Road, Taos Ski Valley, NM 87525
(575) 776-8220 (575) 776-1145 Fax
E-mail: vtsv@vtsv.org Website: www.vtsv.org

Mayor: Christof Brownell
Council: Jeff Kern, Neal King,
J. Christopher Stagg, Thomas Wittman
Administrator: John Avila
Clerk: Ann M. Wooldridge, CMC
Finance Director: Nancy Grabowski

February 14, 2022

Ranger Adam LaDell
Carson National Forest
Questa Ranger District
184 State Hwy 38
Questa, NM 87556

Dear Ranger LaDell,

The Village of Taos Ski Valley Council and Village Administration Staff are aware of the Taos Ski Valley, Inc proposed new gondola connecting the main base area to Kachina Basin. The gondola is part of the 2021 Taos Ski Valley Master Development Plan, which we have previously endorsed with a unanimous Village Council decision. The Village of Taos Ski Valley Resolution #2021-475, supporting the Taos Ski Valley Inc. 2021 Master Development Plan for the USFS.

We acknowledge that the gondola alignment includes a short stretch that crosses Village of Taos Ski Valley owned property and that the project will not commence prior to the ski company securing the appropriate easement from the Village. We do, however, support the immediate advancement of the NEPA process and the environmental assessment work required for USFS approval of the project.

Mayor Brownell
Village of Taos Ski Valley

Cc:
John Kelly, Taos Ski Valley, Inc.
Scott Prior, SE Group

Respectfully, Mayor Christof Brownell

Christof Brownell, Mayor
Village of Taos Ski Valley

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Discussion of Village Property

DATE: February 22, 2022

PRESENTED BY: John Avila, Village Administrator

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

The Council Meeting of January 25, 2022 had reports of consideration to sell Public Property (TML) Village Complex and other Village properties. Proposed that property has little public value and sale offsets cost of funding a new Fire Station.

STAFF RECOMMENDATION: Staff recommend Discussion of Requirements, Procedures and Options of Real Estate transaction:

NM Constitution, State Statute, Local (Attached)

Uses of the Village Complex property (Attached)

Identified Village Properties (Attached)

The Village Complex Apartments-70 budget, listed as Enterprise Fund 52800 and Asset Capital Investment documentation. (Attached)

Employee Housing in line with funding application (EMS, Public Safety) ON-CALL, Agreement with Office of State Fire Marshall for Fire Administration Office Funding, Village Remote Offices

Condominium Sale, Inter-Government Sale, Other costs and options.

Schedule a Council Work Study for information of Village Property

2018 New Mexico Statutes

Chapter 3 - Municipalities

Article 54 - Sale or Lease of Property

Section 3-54-1 - Authority to sell or lease municipal utility facilities or real property; notice; referendum.

Universal Citation: NM Stat § 3-54-1 (2018)

3-54-1. Authority to sell or lease municipal utility facilities or real property; notice; referendum.

A. A municipality may lease or sell and exchange any municipal utility facilities or real property having a value of twenty-five thousand dollars (\$25,000) or less by public or private sale or lease any municipal facility or real property of any value normally leased in the regular operations of such facility or real property, and such sale or lease shall not be subject to referendum.

B. A municipality may lease or sell and exchange any municipal utility facilities or real property having an appraised value in excess of twenty-five thousand dollars (\$25,000) by public or private sale or lease, subject to the referendum provisions set forth in this section. The value of municipal utility facilities or real property to be leased or sold and exchanged shall be determined by the appraised value of the municipal utility facilities or real property and not by the value of the lease. An appraisal shall be made by a qualified appraiser and submitted in writing to the governing body. If the sale price is less than the appraised value, the governing body shall cause a detailed written explanation of that difference to be prepared, and the written explanation shall be made available to any interested member of the public upon demand.

C. If a public sale is held, the bid of the highest responsible bidder shall be accepted unless the terms of the bid do not meet the published terms and conditions of the proposed sale, in which event the highest bid that does meet the published terms and conditions shall be accepted; provided, however, a municipality may reject all bids. Terms and conditions for a proposed public sale or lease shall be published at least twice, not less than seven days apart, with the last publication no less than fourteen days prior to the bid opening, and in accordance with the provisions of Subsection J of Section 3-1-2 NMSA 1978.

D. Any sale or lease of municipal utility facilities or real property entered into pursuant to Subsection B of this section shall be by ordinance of the municipality. Such an ordinance shall be effective forty-five days after its adoption, unless a referendum election is held pursuant to this section. The ordinance shall be published prior to adoption pursuant to the provisions of Subsection J of Section 3-1-2 NMSA 1978 and Section 3-17-3 NMSA 1978 and shall be published after adoption at least once within one week after adoption pursuant to the provisions of Subsection J of Section 3-1-2 NMSA 1978. Such publications shall concisely set forth at least:

- (1) the terms of the sale or lease;
- (2) the appraised value of the municipal utility facilities or real property;
- (3) the time and manner of payments on the lease or sale;

- (4) the amount of the lease or sale;
- (5) the identities of the purchasers or lessees; and
- (6) the purpose for the municipality making the lease or sale.

E. In order to call for a referendum election on a sale or lease ordinance, a petition shall be filed with the municipal clerk:

- (1) no later than thirty days after the adoption of the sale or lease ordinance;
- (2) containing the names, addresses and signatures of at least fifteen percent of the qualified electors of the municipality; and
- (3) containing the following heading on each page of the petition reprinted as follows:

"PETITION FOR A REFERENDUM

We, the undersigned registered voters of _____ (insert name of municipality) petition the governing body of _____ (insert name of municipality) to conduct a referendum election on ordinance number _____. Ordinance number _____ would cause a _____ (insert "sale" or "lease") of municipal _____ (insert "real property" or "utility facilities").

Date Name (printed) Address Signature".

F. Section 3-1-5 NMSA 1978 shall apply to all petitions filed calling for a referendum election on a sale or lease ordinance.

G. If the municipal clerk certifies to the municipal governing body that the petition does contain the minimum number of valid names, addresses and signatures required to call a referendum election on the sale or lease ordinance, the municipal governing body shall adopt an election resolution within fourteen days after the date the clerk makes such certification, calling for a referendum election on the sale or lease ordinance. The election resolution shall be adopted and published pursuant to the provisions of the Local Election Act [Chapter 1, Article 22 NMSA 1978] and shall also concisely set forth:

- (1) the terms of the sale or lease;
- (2) the appraised value of the municipal utility facilities or real property;
- (3) the time and manner of payments on the lease or sale;
- (4) the amount of the lease or sale;
- (5) the identities of all purchasers or lessees; and

(6) the purpose for the municipality making the lease or sale.

H. The referendum election on the sale or lease ordinance shall be held not later than ninety days after the election resolution is adopted. Such election shall be held at a special or regular local election and shall be conducted pursuant to the provisions of the Local Election Act. Any qualified elector of the municipality may vote in such a referendum election.

I. If a majority of the votes cast is to approve the sale or lease ordinance, the sale or lease ordinance shall be effective after the election results have been canvassed and certified. If a majority of the votes cast is to disapprove the sale or lease ordinance, the ordinance shall not be effective.

History: 1953 Comp., § 3-54-1, enacted by Laws 1983, ch. 115, § 1; 1985, ch. 208, § 119; 1999, ch. 134, § 1; 2018, ch. 79, § 69.

ANNOTATIONS

Repeals and reenactments. — Laws 1983, ch. 115, § 1, repealed former 3-54-1 NMSA 1978, relating to authority to sell or lease municipal utility or real property used for municipal purposes, and enacted a new 3-54-1 NMSA 1978.

Cross references. — For lease of parking facilities, *see* 3-50-8 and 3-51-8 NMSA 1978.

The 2018 amendment, effective July 1, 2018, provided that the Local Election Act governs both the adoption and publishing of election resolutions calling for a referendum election on a sale or lease ordinance and referendum elections on a sale or lease ordinance; in Subsection G, after "pursuant to the provisions of the", deleted "Municipal Election Code governing special elections" and added "Local Election Act"; and in Subsection H, after "special or regular", deleted "municipal" and added "local", and after "shall be conducted", deleted "as a special election in the manner provided in the Municipal Election Code" and added "pursuant to the provisions of the Local Election Act".

Temporary provisions. — Laws 2018, ch. 79, § 174 provided that references in law to the Municipal Election Code and to the School Election Law shall be deemed to be references to the Local Election Act.

The 1999 amendment, effective June 18, 1999, substituted "forty-five days" for "seventy days" in Subsection D; and, in Subsection E, substituted "shall" for "must" in the introductory language and "thirty days" for "sixty days" in Paragraph (1).

"Terms" defined. — The word "terms", as used in Paragraph (1) of Subsection D, refers to the amount, time and manner of payments. *City of Clovis v. Southwestern Pub. Serv. Co.*, 1945-NMSC-030, 49 N.M. 270, 161 P.2d 878.

Am. Jur. 2d, A.L.R. and C.J.S. references. — 56 Am. Jur. 2d Municipal Corporations, Counties, and Other Political Subdivisions §§ 549 to 559.

Right to lease or convey park, square, or common, 18 A.L.R. 1259, 63 A.L.R. 484, 144 A.L.R. 486.

Sufficiency of compliance with condition of sale or lease by municipality of public utility plants, 52 A.L.R. 1052.

Mortgage or pledge of property or income therefrom, 71 A.L.R. 828.

Lease or sale of municipal plant, or contract therefor, as affecting right of municipality to compete, 118 A.L.R. 1030.

Implied or inherent power of municipal corporation to sell its real property, 141 A.L.R. 1447.

Constitutional prohibition of municipal corporation lending its credit or making donation as applicable to sale or leasing of its property, 161 A.L.R. 518.

Off-street public parking facilities, 8 A.L.R.2d 373.

Granting or taking of lease of property by municipality as within authorization of purchase or acquisition thereof, 11 A.L.R.2d 168.

Maintenance by municipal corporations of tourist or trailer camps, motor courts or motels, 22 A.L.R.2d 774.

Conveyance by municipality as carrying title to center of highway, 49 A.L.R.2d 982.

Power of municipality to sell, lease, or mortgage public utility plant or interest therein, 61 A.L.R.2d 595.

Ordinance as to sale or other disposition of municipal property as within operation of initiative and referendum provisions, 72 A.L.R.3d 1030.

63 C.J.S. Municipal Corporations § 962.

Local Regulations and Procedures for review of Real Estate transaction

ADMINISTRATIVE REVIEW:

Prior to making the determination that a piece of real property is not essential for a municipal purpose, the Administrative Real Property Review Board shall analyze said property and make a recommendation regarding whether the property is essential for a municipal purpose to the person who shall make the determination, as provided for in this article. The Administrative

Real Property Review Board shall be composed of the Village Administrator, Director of the Department of Finance, the Public Works Director, the Village Attorney, the Director of the Planning Department and, if appropriate, a representative of the Department by which the property in question was to have been used. The Review Board shall consider the adopted Village Comprehensive Plan and related master plans and community needs as a basis for their recommendation. The Review Board shall transmit a written analysis with their recommendation to Mayor and Council.

- For real property owned by the Village having a value of not more than \$5,000, the determination that the real property is not essential for a municipal purpose shall be made by the Mayor.
- For real property owned by the Village having a value of more than \$5,000, the determination that the real property is not essential for a municipal purpose shall be made by the Council

PROCEDURE FOR DISPOSAL OF REAL PROPERTY NOT ESSENTIAL FOR A MUNICIPAL PURPOSE.

Prior to the sale, exchange, or donation of real property belonging to the Village, such real property shall be determined to be not essential for a municipal purpose as provided herein. After such a determination has been made, the real property may be disposed of by the Mayor in the following manner:

(A) Prior to disposal of real property, the Mayor shall cause an appraisal to be made by the Property Management Division or a qualified private appraiser. No real property shall be sold or exchanged for less than whichever is greater; 100% of its appraised value, or Asset Record of capital investment of the Village, as to not violate the *Anti-donation Clause of the NM Constitution*.

(B) Real property having a value of not more than \$500 may be sold for cash at a public or private exchange without notice.

(C) Real property having a value of more than \$500 may be:

(1) Sold at a public or private sale to the highest bidder meeting the published terms and conditions of the sale after publishing a notice of such sale in a local newspaper of general circulation once each week for two consecutive weeks prior to the sale.

(2) Exchange at a public or private exchange after publishing a notice of such exchange in a local newspaper of general circulation once each week for two consecutive weeks prior to the exchange.

(D) Real property of any value may be sold to, exchanged with or donated to the state, any of its political subdivisions or to the Federal government after a determination by the Mayor or Council as provided herein that such sale, exchange or donation is in the best interests of the Village.

(E) Real property acquired by the Village through lien or mortgage foreclosure may not in the discretion of the Mayor or his designated representative be subject to this article in the event the sale of the property is to the foreclosure owner of same, and it is or was the owner's residence, and provided further than any such sale shall be for not less than the principal and interest due.

(F) Contracts for disposal of Village real property pursuant to divisions (C) and (D) of this section shall be submitted to the Council by the Mayor at the first regularly scheduled Council meeting after their execution when the value of the real property is more than \$25,000. Procedure shall be as follows:

(1) All contracts which are submitted to the Council in accordance with the requirements of this section shall be supported by the Asset Record and current appraisal relied upon to determine the value of the Village property, the Council's determination that the property is not essential for a municipal purpose, and a description of the disposal process and the other offers received.

(2) The Council may approve, take no action or disapprove the contract.

(3) If the Council disapproves by majority vote of the members present and voting, the contract shall be void.

(4) The Mayor may withdraw the contract at any time from the Council or may present revisions thereof. In the event of withdrawal, the contract shall be a nullity. In the event of revision, the provisions of this section shall apply to the same extent as if a new contract were being submitted.

Understanding the Anti-donation Clause: A Historical Perspective¹

Alan Hall

Rodey, Dickason, Sloan, Akin & Robb, P.A..
Albuquerque, New Mexico

Disclaimer: The law and legal rules are subject to continual revision and change. This article is dated May 23, 2014. No attempt has been made to update this article to reflect pertinent changes or developments in the law, if any, since that date.

Part 1: Early Railroad Finance

In theory, the Anti-donation Clause of the New Mexico Constitution forbids, with a few specific and limited exceptions, all state and local government subsidies:

Neither the state, nor any county, school district, or municipality ... shall directly or indirectly lend or pledge its credit, or make any donation to or in aid of any person, association, or public or private corporation

At first blush, this may seem reasonable, and even satisfying. Surely, public monies should be spent for public purposes, and not private ones. But when one starts to consider specific aspects of our mixed economy, things become much more complicated. For example, public funding of college scholarships has long been considered to be a violation of the Clause. Does this mean that the popular lottery scholarship program is unconstitutional? The state builds highways to support vehicles weighing ten times as much as ordinary automobiles. Isn't this an obvious, and illegal, subsidy of the trucking industry? How about below-market rentals of public facilities to charitable and civic organizations like the Kodak Albuquerque International Balloon Fiesta®, or to profit-making ones like triple-A baseball teams? How about Albuquerque's free graffiti removal program?

Deciding what is or is not an illegal "donation" is in fact very difficult. The question has confounded the New Mexico courts since statehood, and the worst may still be ahead. How can one make sense of the Anti-donation Clause?

It is clear that the Clause cannot be comprehended from its mere terms; they are far too broad. Rather, the best way to understand the Clause (and perhaps the only way) is to understand the history of the evil that the Clause was intended to counter. This requires a diversion into the amazing world of nineteenth-century railroad finance.

It is hard for the modern mind to fully appreciate the difficulties of transportation in the eastern U.S. prior to railroads. For the most part, cities and towns along the coast had practicable communications, but people living in the interior were economically isolated. Overland transportation meant wagons pulled by horses or oxen, but maintained roads rarely extended

¹An earlier version of this article was published as a four-part series in the *Albuquerque Tribune* on January 22, January 29, February 5 and February 12, 2001.

more than a few miles outside of the larger towns. Rural roads were rutted tracks in the summer and impassable bogs in the winter. Bridges were few, and fords were treacherous. The conveyance of anything heavy or bulky across the Appalachians was not a journey, but an expedition.

In light of these difficulties, the development of the railroad, starting in 1830, sparked incredible excitement. Perhaps no other technology---including automobiles, airplanes, the telephone, computers and space travel---has played such a role in the public imagination, or generated such immediate enthusiasm. The railroad was not just a curiosity, or a rich man's toy, or an incomprehensible abstraction. Rather, it was something that everyone instantly understood would improve their individual lives. It would raise prices received by producers, and simultaneously cut prices paid by consumers. It would increase wages and profits, open huge new markets, and tie the country together as never before. The railroad was like a new god, beneficent and all-powerful, or better yet, a new lover: ardent, beautiful---and rich.

However, the degree of personal benefit that the railroad would bestow would obviously depend on where the lines went. Lucky would be he whose town or farm had a railroad nearby. On the other hand, being off of the rail network was soon seen as an economic death sentence. There would have to be lots of rail lines if expectations were to be satisfied, but railroad construction was expensive, and capital was scarce. Thus, from the very beginning a potent mixture of hope and fear fed an intense demand for public subsidies for railroad construction.

"The people," a chronicler noted in 1832, "were crazed," and their legislators were in an equivalent state. They readily approved the issuance of large amounts of state "railroad aid bonds." The Panic of 1837, in which numerous states defaulted, soon delivered a jolt of reality, and many states responded by inserting anti-subsidy provisions in their constitutions. But so powerful was the promotional juggernaut that these provisions were generally interpreted as applying only to the states themselves, and not to their political subdivisions. Cities and counties remained free to subsidize railroad development, and over the next several decades they did so in a persistent atmosphere of hoopla, popular excitement and imprudence.

Local aid to railroads took a number of forms. Some counties and towns made outright donations to railroad companies, consisting of gifts of land, or money, or government securities issued expressly for that purpose. Other local governments made loans to railroads, or guaranteed corporate bonds. The most common method of subsidy, however, involved swaps of railroad stock. Typically, a city would issue general obligation bonds, payable without limitation from property taxes, which would be exchanged for a nominally equivalent amount of railroad company shares. The railroad promoters would then sell the municipal bonds on the open market. Since buyers (at least) were not insensible of the speculative nature of the underlying investment, the bonds generally bore very high interest rates for the time, and even so, often could be sold for no more than 65 or 70 cents on the dollar. Thus, even if a projected line were built, municipal taxpayers suffered an immediate initial diminution of their investment of as much as a third. Furthermore, after the Civil War there were many years of significant deflation. As a result, municipal debt during this period had to be repaid in dollars that were increasingly dear. As the debt obligations became heavier and heavier, less and less of the tax base was available for streets and waterworks and other basic functions of local government.

The incurrence of excessive debt, however, was not the only defect in these schemes of governmental speculation. In their optimism, city fathers and county commissioners failed to carefully investigate the feasibility of the projected lines or the experience of the railroad entrepreneurs, and compounded this incaution by neglecting to insist on any safeguards on how the public monies that they so readily offered up were spent. Large sums were typically handed over for no security other than the naked promises of railway officials. Fraud and mismanagement consumed significant amounts of the contributions, resulting in many publicly-funded lines never being built, while others were hopelessly uneconomic from the day of their opening.

Part 2: The Debtors' Revolt

When it finally matured, the public reaction against the abuses arising from governmental railroad financing was very strong. Notwithstanding their previous credulity, disillusioned taxpayers, now in genuine economic distress, saw themselves solely as victims. If they had entered into the whole adventure with some element of reservation, perhaps they could have come out of it with some element of philosophy. But their original ardor had been unchecked, and their ensuing resentment was unbounded. Their new god had failed them; their new lover had spurned them; and one thing was certain: they weren't going to pay those bonds.

In addition to banks, corporations, foreign governments and other plutocratic suspects, the bondholders included tens of thousands of ordinary citizens. That did not matter. Large numbers of cities and counties defaulted on their obligations, and sought to justify their actions by claims that the bond issues were invalid, due to fraud or any other legal argument they and their lawyers could devise.

State court judges, subject to recall and retention elections, often sided with the repudiating debtors. The following quotation, from an 1870 Michigan Supreme Court opinion, reflects the full flavor of the popular indignation:

We know ... the history of these municipal and county bonds; how the Legislature, yielding to popular excitement about railroads authorized their issue, how grand jurors and county commissioners and city officers were moulded to the purposes of speculators; how recklessly railroad officers abused the overwrought confidence of the public, and what burdens of debt and taxation have resulted to the people. ... When the State once enters upon the business of subsidies, we shall not fail to discover the strong and powerful interests are those most likely to control legislation, and that the weaker will be taxed to enhance the profits of the stronger.

But federal courts, more isolated from public pressure, generally sided with the creditors. The solicitude of the federal courts towards bondholders is illustrated most dramatically by the 1889 U.S. Supreme Court case of *Comanche County v. Lewis*, which, like the Dred Scott case before it, served only to inflame the public outrage, and gave even conservative thinkers the sense that the country was facing a situation that was untenable.

Comanche County upheld the validity of bonds issued the day after a sparsely-settled county in southwestern Kansas was organized, even though the stipulated facts were that

... said organization was effected solely for purposes of plunder by a set of men intending to secure a de facto organization and issue the bonds of said County, register and sell them to distant purchasers ignorant of the facts, and enrich the schemers, while plundering the future inhabitants and taxpayers of the County; and upon the consummation of such scheme, in the spring and summer of 1874, all of said schemers, together with those who were the said de facto officers of the said County, left said County and never returned, and said County remained with said organization totally abandoned until in February, 1885, when said County was [organized again].

In other words, the whole affair was a swindle. There had been no bond election, and the citizenry had been given no inkling of what was afoot. The Supreme Court acknowledged this fully, and yet decided that the bonds were legal. The cheated inhabitants of the county were left with a debt exceeding \$1000 a head, at a time when one dollar a day was a common wage for an unskilled laborer. What could the Court have been thinking?

The legal doctrine underlying the *Comanche County* decision was "estoppel by recital." It had developed out of a concern that municipal paper would not be liquid unless purchasers could have assurance that the bonds were enforceable obligations. Of course, without liquidity, most bonds would not be salable in the first place, and capital improvements by local governments would be difficult if not impossible to finance.

The theory was that although potential purchasers of municipal bonds had the ability to check state constitutions and statutes to affirm that a local government had fundamental authority to issue its debt, there was no practicable way for the purchasers to know that all the procedural requirements of a local bond election had been complied with. That was a factual matter. Accordingly, "estoppel by recital" provided that so long as there was statutory authority for a bond, and the bond merely *recited* (i) that it was issued pursuant to that statute and (ii) that all applicable procedures had been satisfied, and, in addition, the bond was signed by someone who *purported* to have appropriate authority, then the governmental issuer would be prevented from denying the validity of the bond, even in *Comanche County* circumstances.

Although *Comanche County* was a particularly egregious case, a large portion of the railroad bonds suffered from varying degrees of procedural defects. There were cases where bonds had been issued even though they had been voted down in the election, and a few cases, like *Comanche County*, where no election had been held. Judicial waiver of those infirmities---or, depending on the viewpoint, judicial acquiescence to naked fraud---added to the public's disgust.

In any event, court approval of a bond issue is something entirely different from collection of taxes to pay the bonds. Taxpayers, and more importantly, local county officials, engaged in widespread civil disobedience to frustrate payment of railroad bonds. In certain counties in Missouri and Kansas, for example, "one qualification for office ... was that the candidate be willing to go to jail rather than be party to a levy, and to keep in hiding during his term of office. Between midnight and morning seems to have been a favorite time for the transaction of county business in some localities," and even then that business was transacted not at the courthouse, but in barns and under bridges. In many counties, there was a universal

refusal, perhaps often motivated by fear, to bid on any property that had been seized to pay railroad bonds.

Moreover, these activities were not in the nature of a temporary protest. They continued year after year, and in some cases, decade after decade. Many bondholders finally resigned themselves to settling for pennies on the dollar. Some of the railroad bonds are still outstanding, unpaid to this day.

Part 3: The New Mexico Experience

Compared to other parts of the United States, the railroad came late to New Mexico. Not until 1878 did the Atchison, Topeka & Santa Fe cross Raton Pass. The Southern Pacific, pushing east from Tucson, entered the territory two years later. New Mexicans therefore had ample opportunity to consider the political storms ignited elsewhere by railroad aid bonds. This may have averted some problems, but not all, for at least two New Mexico jurisdictions nevertheless issued railroad bonds, and both of these (Santa Fe and Grant Counties) soon defaulted.

The ensuing lawsuits and recriminations dragged on for years. They featured many of the populist arguments honed in other locales, plus some peculiar to New Mexico. For example, New Mexico Supreme Court Justice Alfred Freeman complained, in a dissent to an 1890 decision upholding the Santa Fe bonds, that “the pretended contract” between the county and the railroad had been written in a language (i.e., English) that two-thirds of the electorate could not understand. Justice Freeman passionately argued that courts had a duty to see that the homes and property of an unsophisticated populace were not “confiscated to satisfy the greed of corporations.”

As it was, the legal disputes over the two bond issues were not settled until 1912, when, at the insistence of Congress and as a condition of statehood, revenues from certain public lands were dedicated to pay off the bonds.

In light of this history, it is unsurprising that the drafters of New Mexico’s constitution included an anti-subsidy provision. In doing so, they merely followed the prior example of numerous other states. But their reason for adopting the Anti-donation Clause is much clearer than how they imagined it would work in practice. As noted at the beginning of this article, a literal application of the Anti-donation Clause seems fundamentally inconsistent with the existence of a mixed economy, whether in 1912 or today.

One possibility is that the drafters assumed that the Clause would be adapted and made workable by court decisions. The federal Bill of Rights, for example, features many concepts, like “freedom of speech,” that had no commonly understood meaning when the U.S. Constitution was ratified. Those concepts, however, were subsequently fleshed out by extensive federal caselaw.

Unfortunately, New Mexico courts have not provided a similar service with respect to the Anti-donation Clause. Shortly after statehood, in 1915, the Chief Justice of the New Mexico Supreme Court proclaimed that the Clause should be applied literally and, apparently, with as little thought as possible: “The language of [the Clause] is so clear and explicit that it does not

require [interpretation]; all that need be done is to read it and apply the language in its ordinary sense.” Although the Anti-donation Clause has been construed in thirty-some later cases, the Court has never quite gotten away from this fundamentalist strain. While the Court has indulged in plenty of ad hoc dodging and weaving, it has failed to really question or seriously examine the logic underlying the Clause. For example, what is the relationship between equal protection and the Anti-donation Clause? Is a governmental benefit a donation because it is unequally distributed, such as the significant subsidy the PRC gives to rural telephone users, at the expense of all other telephone users generally? Ninety years after statehood, that fundamental question remains unanswered.

No matter what the Court thinks, however, it seems clear that the legislature has decided that the Anti-donation Clause is an outmoded rule that it will no longer respect. Take, for example, the Groundwater Protection Act, enacted in 1992. Under this law, a tax is imposed on gasoline and diesel fuel at the wholesale level. The tax is dedicated to a certain fund, which is used solely to reimburse private expenditures that are legally required for the clean-up of leaking underground storage tanks. The GPA is a popular act that has worked well to speed environmental clean-ups and protect innocent parties against overwhelming liability. On the other hand, it would be hard to imagine a more clear-cut direct subsidy, or a more certain violation of the Anti-donation Clause.

Or take another example, the lottery scholarship program. Although New Mexico courts have never specifically held that scholarships are unconstitutional donations, it has long been assumed that they are. In fact, two amendments to the Anti-donation Clause were adopted in the 1970s for the purpose of carving out exemptions for tuition assistance for certain medical students and Vietnam veterans. Unless those amendments were done for no reason, it would seem that the lottery scholarships--which are not covered by a similar amendment--are illegal.

There has been a considerable decrease over the past couple of decades in appellate court decisions involving the Clause. This is not the fault of the courts, but rather simply reflects a lessening in the number of litigants who wish to contest governmental actions on Anti-donation Clause grounds. Historically, New Mexico Attorney Generals have seen enforcement of the Clause as an important part of their function, but that no longer seems to be true.

It is by no means clear what stance the current Court might take if it were presented a case that challenged the constitutionality of the Groundwater Protection Act or the lottery scholarships. A serious complication for the Court is that the remedy for a violation of the Clause is restitution, which in the case of these two laws would require repayment of many millions of dollars by thousands of beneficiaries.

The net result is that there is increasing uncertainty about the effect of the Anti-donation Clause. The Local Economic Development Act (LEDA), which was authorized by an amendment of the Clause in 1994, provides an exemption from the Clause for certain economic development activities of municipalities and counties. But LEDA does not cover many of the issues that continually bedevil city and county attorneys. (A few years ago, the staff attorney of the Municipal League was requested to advise the Village of Cimarron whether providing coffee at council meetings offended the Anti-donation Clause. Strictly speaking, the answer is probably “Yes, it does.”) It is increasingly evident that the Anti-donation Clause badly needs clarification. That such clarification will eventually occur there is no doubt. The key question is whether the

court will recognize the importance of settling the matter in a single case that establishes a practicable rule, or whether it stumbles through a succession of vague opinions that sow confusion far and wide.

Part 4: Reforming the Anti-donation Clause

The Anti-donation Clause could evolve in a number of ways. At some point, the state Supreme Court will be called upon to rule on the constitutionality of a law that, by traditional measures, clearly violates the Clause, but where enforcement of the violation would be deeply unpopular.

How the Court will respond to such a dilemma is unknown. Most likely, it will attempt to resolve the constitutional question on the narrowest possible grounds, which is usually good judicial practice. The fundamental difficulty with the Clause, however, is that its very breadth generally precludes narrow answers. If the Court wishes to avoid policy discussions, its only choice may be to keep the rationale for its decision as vague as possible.

As much as the Court may wish to be cautious, it does have the alternative of being bold. Just how bold is illustrated by the Colorado Supreme Court's decision in *McNichols v. Denver*, a 1955 case. The Colorado constitution contains a provision that corresponds almost word-for-word to the Anti-donation Clause. Prior to *McNichols*, the Colorado court had basically tried to give the provision real effect. In that decision, however, the court simply declared that notwithstanding its prior decisions, the Colorado clause only meant that public funds had to be spent for a public purpose. This was revolutionary, because under the public purpose doctrine, courts will almost never question a legislative body's finding that a particular statute or ordinance is being done for the public benefit. In other words, *McNichols* was no less than a judicial repeal of that particular provision of the Colorado constitution. The New Mexico Supreme Court, if it were so inclined, could do the same thing.

There is also, of course, the alternative of direct amendment or repeal. A repeal would constitute a definitive resolution of all Anti-donation Clause controversies. But whether New Mexico voters would approve a repeal, and whether a repeal would be a good idea, are separate questions.

Many of the factors that contributed to the railroad subsidy abuses in the 1800s are no longer a part of our world. "Estoppel by recital," for example, has long been supplanted by bond counsel opinions. This does not mean, however, that the painful lessons of the railroad era should be ignored. Attempts to direct special benefits to select groups for reasons that have nothing to do with the public good will always be a threat to good governance. The issue is how to avoid throwing the baby out with the bath water.

One important lesson from the railroad era is that different subsidies caused very different degrees of harm. In general, gifts of property--whether real estate or cash--resulted in the fewest problems. Those donations, after all, had an absolute limit. Citizens could not give more than they had, and what they did give they gauged against their other, more immediate needs. From wealth in hand, the populace rarely gave more than it could afford.

The real problem, rather, was the bonds, which had a something-for-nothing quality. The assumption was that the railroad would raise property values to such an extent that debt service would be paid from the increased value alone. Thus, the bonds were seen as a debt in name only, which is a viewpoint shared by all too many guarantors and other obligors of contingent liability. They think, and the people who voted for the railroad bonds thought, "Well, the contingency will never really come."

This suggests that the best course might be an amendment of the Anti-donation Clause that distinguishes between subsidies paid from present funds and subsidies that are to be paid from funds that are not yet in hand. The latter, which would include contingent obligations, would remain illegal, but the former would be permissible, subject, however, to some procedural safeguards.

The Local Economic Development Act, a current exception to the Anti-donation Clause, provides an example of the procedural safeguards that might be employed. Under that Act, any subsidies proposed by municipalities or counties must be adopted by a series of ordinances. This means that the public is given notice of the proposed subsidy, and is afforded a hearing to object to it. This is a thoroughly desirable procedure. The promise of a hearing by itself goes a long way towards deflecting schemes that are unrealistic, or that have an underlying political purpose.

While public comment can play an effective role at the local level, this is not as true at the state level. The way in which the Legislature operates, with the rush of business at the end of each session, is in certain respects hostile to public involvement. This emphasizes the need for restricting subsidies to those payable from specifically identified, fully funded accounts.

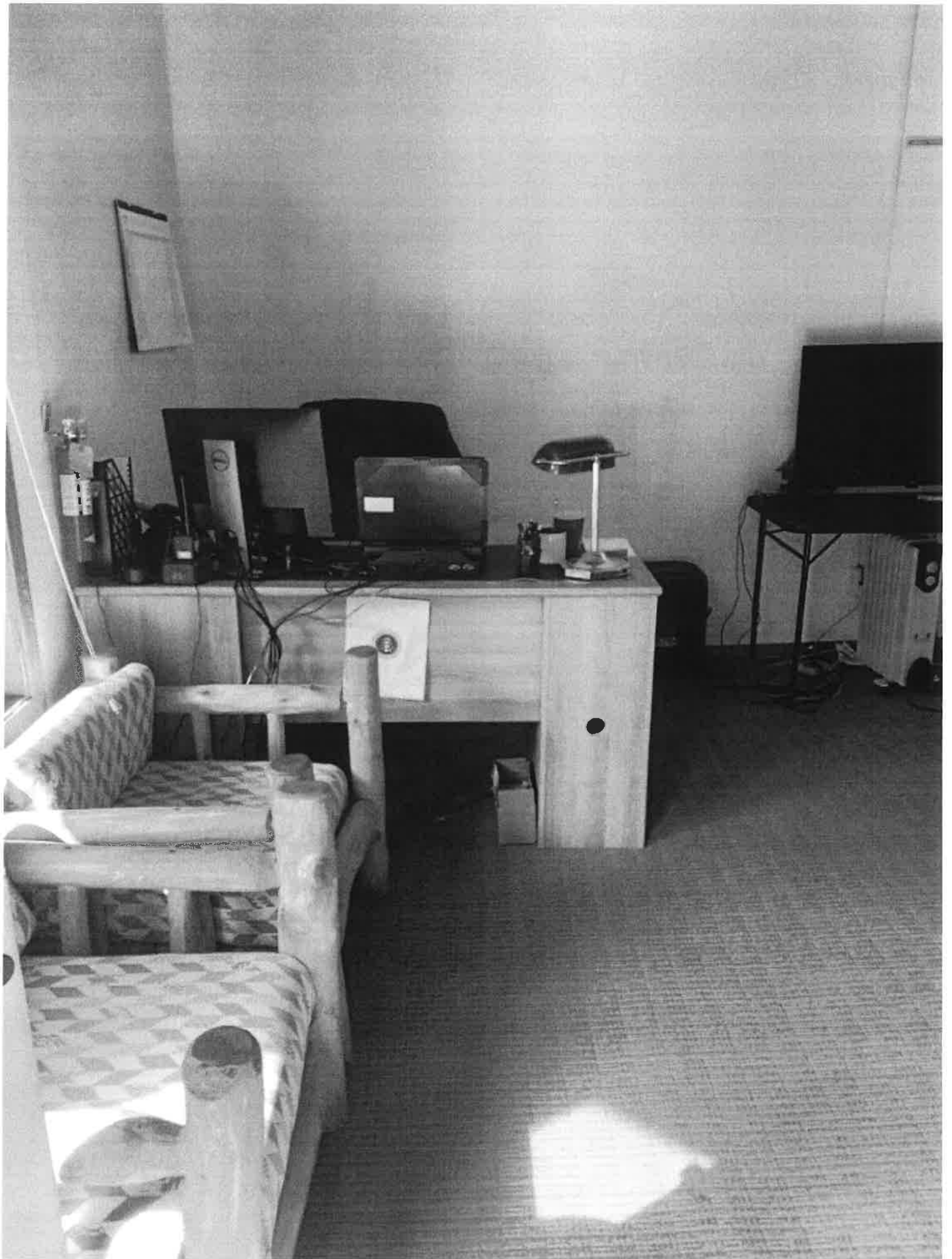
Not many years ago, Arizona supplied a sterling example of the sort of abuse that may occur if a subsidy is not limited. Due to the connivance of the Speaker of the Arizona House, and the inattention of the other members of the legislature and the Governor, that state enacted a law at the very end of its 2000 legislative session that gave a remarkably generous subsidy to persons who converted their vehicles to use, in addition to gasoline, alternative fuels like natural gas. The assumption was that only a relative handful of motorists would take advantage of the offer. However, the bill was written so sloppily that the subsidy was triggered by the installation of a purely symbolic one or two gallon canister, even on the largest SUVs. The result was an exploding demand that cost Arizona taxpayers \$140 million before the spigot could be turned off, with the overwhelming portion of the benefit going to higher income people.

That sort of waste is something that the Anti-donation Clause protects us against, and even if it is amended to eliminate some of its more problematical features, that hard core of protection should be retained.

POLICE

6





NEW MEXICO PUBLIC REGULATION COMMISSION

COMMISSIONERS

DISTRICT 1 CYNTHIA B. HALL
DISTRICT 2 JEFFERSON L. BYRD, VICE CHAIR
DISTRICT 3 JOSEPH M. MAESTAS
DISTRICT 4 THERESA BECENTI-AGUILAR
DISTRICT 5 STEPHEN FISCHMANN, CHAIR

CHIEF OF STAFF

Wayne Propst



P.O. Box 1269
Santa Fe, NM 87504-1269

STATE FIRE MARSHAL DIVISION

John Kondratick
Interim State Fire Marshal
Phone (505) 470-1044
Fax (505) 476-0100

April 22, 2021

Roberto Molina

Taos Ski Valley, Fire Chief

PO Box 100 City

Taos Ski Valley, New Mexico 87525

Ref: Administration Office FY' 2022 Funding Cycle

Chief Molina,

In response to your request and the information contained in a report recently submitted by Austin Meuli, of this Office and the filling of the required documentation, please be advised that records in this Office have been changed to reflect that the Taos Ski Valley Fire Department now maintains and operates one (1) main station, one (1) Sub- Station and (1) Administration Office.

As an ISO Class 5 department the Taos Ski Valley Fire Department is eligible to receive annual fire protection funding for the newly certified Administration Office for this upcoming Fiscal Year 2022.

If you should have any additional questions or need any assistance with this process, please contact me directly at 505-709-8150.

Respectfully,

A handwritten signature in blue ink, appearing to read "Randy Varela".

Randy Varela
Deputy Fire Marshal
Fire Service Support Bureau
New Mexico State Fire Marshal's Office

Letter Village Owned AMI 02/17/2022



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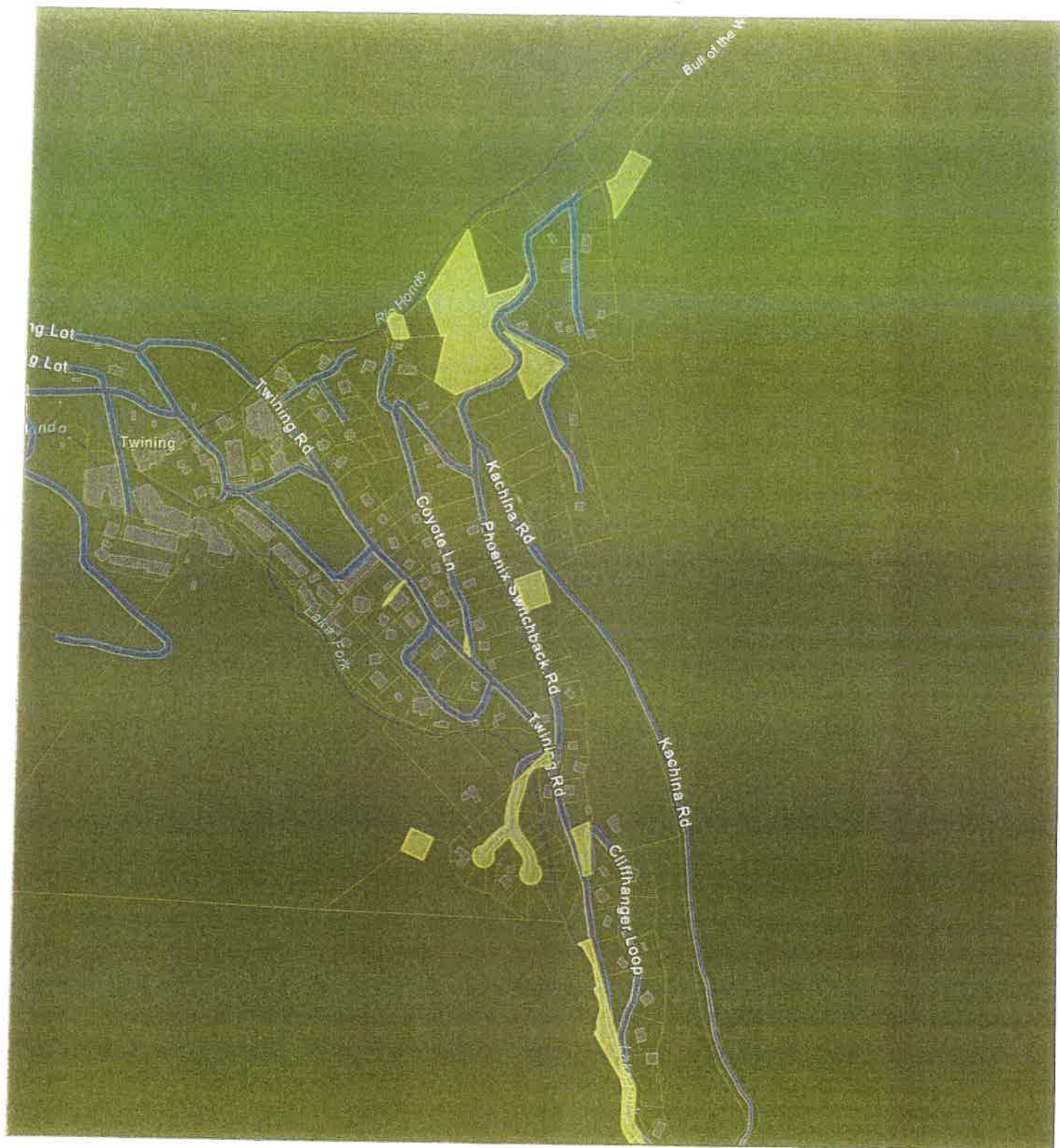
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ESN Community Maps Contributions, New Locations and History



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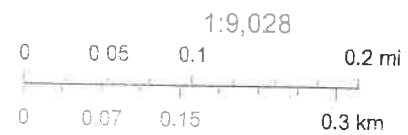
Esri Community Maps Contributors New Mexico State University &
 OpenStreetMap Microsoft Esri HERE Garmin SafeGraph
 GeoTechnologies Inc. METI/ASA USGS EPA NPS, US Census
 Bureau USDA

Letter Village Owned Zaps to H.P. 02/17/2022



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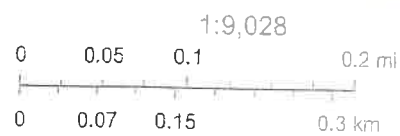
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 Bureau, USDA

	B	C	N	O	P	Q
1		Village Apartments-70 (Fund 52800)				
2	Accounts	Description	FY2021 PROPOSED	FY2021 YTD Actual 6/30/2021	FY2021 YTD % of budget	FY2022 PROPOSED
3						
4	Revenue:					
5		Beginning Balance	2,616	\$ 2,616		27,770
6	4190	Rental Revenue	75,000	\$ 14,550.00	19%	12,000
7	7005	Revenue-Interest Income			#DIV/0!	
8		TRANSFERS IN:				
9	9002	Tenant deposits				
10	9002	Transfer in from police fund/\$1000 mo	6,000	\$ 6,000.00		12,000
11	9002	Transfer in from general fund/rent \$1000 mo	24,000	\$ 6,000.00		12,000
12	9002	Transfr in from general fund/short falls				10,000
13	9002	Transfer in CARES ACT FUNDING/DEC BAR	7,750	\$ 7,750.00		
14	9002	Transfer in from CARES ACT FUNDING	750	\$ 750.00		
15						
16	Total Revenues:		116,116	\$ 37,666	32%	73,770
17	Expense:					
18	6220	Outside Contractors	73,000	\$ 6,507.61	9%	30,000
19	6230	Legal	500	\$ 348.77	70%	500
20	6252	Internet	1,200	\$ 679.42		1,000
21	6253	Electric	10,000	\$ 470.20	5%	2,500
22	6259	Natural Gas	5,000	\$ 1,457.68	29%	3,500
23	6220	Telephone-report in 6220 FY2020				
24	6256	Telephone	2,000	\$ 385.00	19%	600
25	6313	Supplies	2,000	\$ 46.83	2%	2,000
26	6321	Building Maintenance	5,000		0%	10,000
27	6580	Outside Contractors/Rental Mng expense	5,000		0%	
28						
29						
30	Total Expenses:		\$ 103,700	\$ 9,895.51		\$ 50,100
31						
32	Net Income:		\$ 12,416	\$ 27,770.34		\$ 23,670

PAYOFF ON 3/15/2022; PREPARED ON 2/2/2022

NOV	30
DEC	30
JAN	30
FEB	30
MAR	15
	<hr/> 135

VILLAGE OF TAOS SKI VALLEY

Job Actual Cost Detail

January 13, 2002 through February 3, 2022

6136 · FICA -EMPLOYER SHARE MEDICARE	1000 · CASH-CENTINEL #4014340	0.21	
6127 · SUTA STATE UNEMPLOYEMENT	1000 · CASH-CENTINEL #4014340	0.05	
6112 · SALARIES - STAFF	1000 · CASH-CENTINEL #4014340	15.22	
6125 · FICA EMPLOYER'S SHARE	1000 · CASH-CENTINEL #4014340	0.89	
6136 · FICA -EMPLOYER SHARE MEDICARE	1000 · CASH-CENTINEL #4014340	0.21	
6127 · SUTA STATE UNEMPLOYEMENT	1000 · CASH-CENTINEL #4014340	0.05	
6112 · SALARIES - STAFF	1000 · CASH-CENTINEL #4014340	45.66	
6125 · FICA EMPLOYER'S SHARE	1000 · CASH-CENTINEL #4014340	2.65	
6136 · FICA -EMPLOYER SHARE MEDICARE	1000 · CASH-CENTINEL #4014340	0.62	
6127 · SUTA STATE UNEMPLOYEMENT	1000 · CASH-CENTINEL #4014340	0.00	
6112 · SALARIES - STAFF	1000 · CASH-CENTINEL #4014340	34.54	
6125 · FICA EMPLOYER'S SHARE	1000 · CASH-CENTINEL #4014340	2.14	
6136 · FICA -EMPLOYER SHARE MEDICARE	1000 · CASH-CENTINEL #4014340	0.50	
6127 · SUTA STATE UNEMPLOYEMENT	1000 · CASH-CENTINEL #4014340	0.11	
6112 · SALARIES - STAFF	1000 · CASH-CENTINEL #4014340	30.44	
6125 · FICA EMPLOYER'S SHARE	1000 · CASH-CENTINEL #4014340	1.77	
6136 · FICA -EMPLOYER SHARE MEDICARE	1000 · CASH-CENTINEL #4014340	0.41	
6127 · SUTA STATE UNEMPLOYEMENT	1000 · CASH-CENTINEL #4014340	0.09	
6112 · SALARIES - STAFF	1000 · CASH-CENTINEL #4014340	116.04	
6125 · FICA EMPLOYER'S SHARE	1000 · CASH-CENTINEL #4014340	6.99	
6136 · FICA -EMPLOYER SHARE MEDICARE	1000 · CASH-CENTINEL #4014340	1.63	
6127 · SUTA STATE UNEMPLOYEMENT	1000 · CASH-CENTINEL #4014340	0.36	
6112 · SALARIES - STAFF	1000 · CASH-CENTINEL #4014340	51.96	
6125 · FICA EMPLOYER'S SHARE	1000 · CASH-CENTINEL #4014340	3.04	
6136 · FICA -EMPLOYER SHARE MEDICARE	1000 · CASH-CENTINEL #4014340	0.71	
6127 · SUTA STATE UNEMPLOYEMENT	1000 · CASH-CENTINEL #4014340	0.16	
6112 · SALARIES - STAFF	1000 · CASH-CENTINEL #4014340	31.36	
6125 · FICA EMPLOYER'S SHARE	1000 · CASH-CENTINEL #4014340	1.82	
6136 · FICA -EMPLOYER SHARE MEDICARE	1000 · CASH-CENTINEL #4014340	0.43	
6127 · SUTA STATE UNEMPLOYEMENT	1000 · CASH-CENTINEL #4014340	0.10	
6112 · SALARIES - STAFF	1000 · CASH-CENTINEL #4014340	29.88	
6125 · FICA EMPLOYER'S SHARE	1000 · CASH-CENTINEL #4014340	1.80	
6136 · FICA -EMPLOYER SHARE MEDICARE	1000 · CASH-CENTINEL #4014340	0.42	
6127 · SUTA STATE UNEMPLOYEMENT	1000 · CASH-CENTINEL #4014340	0.00	
6112 · SALARIES - STAFF	1000 · CASH-CENTINEL #4014340	21.51	
6125 · FICA EMPLOYER'S SHARE	1000 · CASH-CENTINEL #4014340	1.29	
6136 · FICA -EMPLOYER SHARE MEDICARE	1000 · CASH-CENTINEL #4014340	0.30	
6127 · SUTA STATE UNEMPLOYEMENT	1000 · CASH-CENTINEL #4014340	0.00	20,876.02
		973,940.93	973,940.93
		973,940.93	
		973,940.93	

NMFA Payoff March 15, 2022	1,131,310.73
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TOTAL TML SALE PRICE	2,105,251.66
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