



Lower Rio Grande Public Water Works Authority

Sign In Sheet

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Date: 3-21-18

Time: 9:30

Places: Vado, Office

Event: Regular Board Meeting

Signature	Print Name, Title, Company or Agency Represented	Contact Information	Email Address
<i>Mike McMiller</i>	MIKE McMILLER LRG PWWA	970-302-7852	
<i>Martin G. Lopez</i>	MARTIN G. LOPEZ LRG PWWA	505 571-3628	martin.lopez@lrgauthority.org
<i>Charles</i>	Patricia Charles LRG PWWA	505-233-5742	patty.charles@lrgauthority.org
<i>Joe Evans</i>	JOE EVANS LRG PWWA	618 0182	
<i>Katki Jackson</i>	Katki Jackson Finance Manager LRG PWWA	525 9683 (575) 640-4330	wfo@wopsure.com katki.jackson@lrgauthority.org
<i>Karen Nichols</i>	Karen Nichols, PM LRG PWWA	915 203 2057	Karen.Nichols@lrgauthority.org
<i>Henry</i>	High Valley Water	(575) 680-0542	hentorae2@hvl.com
<i>Espy Holguin</i>	ESPY-Holguin	575-644-9543	Espy@Q.Coe
<i>Bealguin Bill Gomez</i>	Bealguin Bill Gomez	575-642-1379	bealguina@msn.com
<i>John Holguin</i>	John Holguin	575-605-9007	jholguin@q.com

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

Draft Minutes—REGULAR BOARD OF DIRECTORS MEETING

9:30 a.m. Wednesday, March 21, 2018 at our Vado Office, 325 Holguin Rd., Vado NM

Agendas are final 72 hours prior to the meeting and may be obtained at any LRGPWWA Office—call 575-233-5742 for information

- I. **Call to Order, Roll Call to Establish Quorum:** Chairman Mike McMullen called the meeting to order at 9:31 a.m. and called roll. Mr. Raymundo Sanchez representing District #1 was absent, District #2 is vacant, Mr. Joe Evaro representing District #3 was present, Mrs. Esperanza Holguin representing District #4 was present, Mr. Henry Magallanez representing District #5 was present, Mr. Mike McMullen representing District #6 was present, Mr. Furman Smith representing District #7 was absent. Staff members in attendance were General Manager Mr. Martin Lopez, Projects Manager Ms. Karen Nichols, Financial Manager Ms. Kathi Jackson and Projects Specialist Patricia Charles. Guests present were Henry Torres, Jr. Board Secretary for High Valley Mutual Domestic Water Consumers Association and State Representative Bealquin “Bill” Gomez.
- II. **Pledge of Allegiance:** Mr. McMullen led the pledge of Allegiance.
- III. **Motion to approve Agenda:** Mrs. Holguin made the motion to approve the agenda as is. Mr. Evaro seconded the motion. The motion passed with all in favor.
- IV. **Motion to approve the minutes of the February 21, 2018 Regular Board Meeting:** Mrs. Holguin made the motion to approve the February 21, 2018 minutes and Mr. Magallanez seconded the motion. The motion passed with all in favor.
- V. **Presentations: Tiffany Goolsby, South Central Council of Governments will have a presentation on Infrastructure Capital Improvement Plans:** Mrs. Goolsby was not able to attend the Board Meeting. Ms. Nichols gave the Board Members the power point presentation on ICIP (Infrastructure Capital Improvement Plan). Ms. Nichols informed the Board Members that the ICIP Plan for LRGPWWA is on the website for their review and will welcome input from the Board. She will schedule a Staff meeting for next week to look at the ICIP. ICIP helps in applying for additional funding, planning, construction and building of projects. Ms. Nichols mentioned that the ICIP Plan has to be adopted annually by the Board thru Resolution.
- VI. **Public Input:** Representative Bealquin “Bill” Gomez informed the board about Legislative Session. Representative Gomez attended the Board meeting and gave the Board an update regarding the Bills that passed at the Legislative Session. He said that this was the best Legislative Session he has attended in the last 4 years. Republicans and Democrats alike worked together to get Bills passed. He said that everyone in his district had received some funding. Alto de Las Flores received \$100,000.00 for water rights. Chamberino received \$110,000 for a park. He would like to get money for Senior Citizens Programs in his District.
 - A. **General Manager:** Mr. Lopez provided a written report and stood for questions. LRGPWWA received notification from DFA and the State Auditor to dispose of equipment and vehicles. Disposal of equipment will be scheduled for May 2018 after approval of the additional truck disposal. Two operations employees have completed the 6-month probationary period. One operator resigned due to medical issues. HB 142 passed (copy included in Board Packet) False Information to NMED pertaining to a Public Water System.
 - B. **Projects:** Ms. Nichols provided a written report and stood for questions. Mesquite Brazito Sewer Project 2-application for the planning stage was approved for a little over 14 million, the letter of conditions was received on 3/5/18. Ms. Nichols and Mr. Lopez met with a Loan Officer at Citizens Bank, they seem interested in providing a loan for this project. DWSRLF funding in the amount of 3.4 million was approved by the NMFA board on 2/28/18. A Binding Letter of Commitment with a list of items needed to be submitted by 9/1/18. Mesquite-Brazito Sewer Project had been delayed because we needed an easement. LRGPWWA’s Attorney will be preparing the paper work needed to file an Order of Immediate Possession for the property needed for easement. LRGPWWA will receive \$150,000 for the Interconnect & Looping Project from Legislature for Capital Outlay. The Waterline Extension Project received \$50,000.00 from Capital Outlay appropriations to complete Jacquez Road project. Closing on additional funding has been completed for Valle Del Rio Water System Project. Work is in suspension right now we are waiting on materials to come in. NMED has completed its Capacity Assessment, the NMFA application will be worked on right away. Planning Documents for East Mesa Water System Improvement Project-

The contracts with Vencor for PER and EID have been approved by NMED-CPB and work on the PER is underway. Mr. Lopez informed the board that a Rate Study will probably be needed the rate right now is capped at \$42.00. We will need to raise the price for sewer usage to about \$48.67. This new rate would be in line with DAC's estimated upcoming rates. He also said that it would be wise to also do a Rate Study for water rates at the same time. Mr. Magallanez asked if the price for sewer was different in different areas. Mr. Lopez said the prices in all the LRGPWWA district are the same.

- C. **Operations:** Mr. Mike Lopez was not able to attend the Board Meeting or provide a report. He has a well that is down. But will have a full report next month.
- D. **Finance:** Ms. Jackson provided a Financial report and stood for questions. She informed the board that we had no extraordinary expenses. We took 5% more than projected and spent 10% less than was budgeted. Ms. Jackson will be adjusting the line items on the budget during the last quarter.

VII. Unfinished Business

- A. **Appointment of Director for District 2:** Mr. Lopez informed the board that he received a letter of interest from someone who is interested in becoming a board member for LRGPWWA. When he started the initial review with DAC there were some discrepancies. He notified the candidate to look over the governance documents but have not heard anything in over a month.

VIII. New Business

- A. **Motion to authorize ICIP Public Meetings, request SCCOG assistance with ICIP, and authorize SCCOG to access the ICIP database on behalf of the Lower Rio Grande PWWA:** Mr. Lopez is asking for authorization to organize two public meetings. The meetings will be held on April 11 (East Mesa Office) and April 12 (La Mesa Office) both would be held at 6:30 p.m. Mrs. Holguin made the motion to authorize the ICIP Public meetings. Mr. Magallanez seconded the motion. The motion passed with all in favor.
- B. **Motion to adopt Resolution FY2018-13 amending Board Meeting & Agenda Policy:** Mr. Lopez mentioned that the additional paragraph is needed in order to indicate what motions require a resolution. This verbiage will help standardize the process. Mrs. Holguin made the motion to adopt Resolution FY2018-13 and Mr. Evaro seconded the motion. The motion passed with all in favor.
- C. **Motion to adopt Resolution FY2018-14 amending Real Estate Contract Policy:** Mr. Lopez indicated that this resolution is needed in order to make corrections on the actual document. The phone number needs to be corrected and "USDA Rural Development" needs to be replaced with "Water &/or Sewer". Mr. Lopez said that the signature lines would be removed and would be adopted by resolution. Mrs. Holguin made the motion to adopt resolution FY2018-14 and Mr. Magallanez seconded the motion. The motion passed with all in favor.
- D. **Motion to approve lease agreement with Fastwave and assign signatory authority to General Manager:** Mr. Lopez informed the board that part of the upgrades at Valle Del Rio included installing a dish from an internet company that approached him. The internet company is willing to pay \$250 per month rental fee, which is the going rate. They would like to start with a 5-year lease, with a possible two additional terms. Mr. Lopez said that this would also give him authorization to make changes as needed due to any regulator updates. He said that LRGPWWA's Attorney had reviewed the lease agreement and had no issues with it. Mrs. Holguin made the motion to approve the lease agreement with Fastwave and Mr. Evaro seconded the motion. The motion passed with all in favor.
- E. **Motion to adopt Joint Resolution FY2018-01 High Valley-LRGPWWA Merger Plan:** Mr. Lopez informed the board that the Merger Plan that is being implemented between LRGPWWA and High Valley is a standard plan. Mr. Lopez told the board that Mr. Henry Torres, High Valley Board Secretary was in attendance and was available to answer any questions from the board. Mr. Magallanez asked if this plan is adopted and the High Valley Board and Members do not agree what happens then? Mr. Lopez told the board that at that point there would be no merger.

Ms. Nichols said that High Valley's Board and Members had previously been notified and had approved the merger before negotiations with LRGPWWA.

- F. Motion to adopt Resolution FY2018-15 Authorizing Disposal of Property:** Mr. Lopez notified the board that the Disposition Committee met at 9:15 am this morning before the Regular Board Meeting. The Disposition Committee approved the disposal of the last orange ford ranger. He would like to add this truck to the rest of the equipment and vehicles that have already been approved for disposal. He will wait to get the approval needed from DFA and the State Auditor and will dispose of all equipment and vehicles at the same time. Mr. Magallanez made the motion to adopt Resolution FY2018-15 to authorize disposal of ford ranger, Mrs. Holguin seconded the motion. The motion passed with all in favor.

- IX.** Other discussion and agenda items for next meeting at 9:30 a.m. Wednesday, April 18, 2018 at the La Mesa Office

- A. Have any Board Members participated in training? If so, please give us a copy of your certificate:** No board members had any training certificates.
- B. 3rd Quarter Budget Resolution:**
- C. Approve Employee Disability and Life Insurance:** Mr. Lopez said we need to add the employee disability and life insurance item to April's agenda for action. This item was removed from the agenda by mistake.

- X. Adjourn:** Mr. Magallanez made the motion to adjourn the Regular Board Meeting at 10:49 a.m., Mr. Evaro seconded the motion. The motion passed with all in favor.

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

Meeting Notice & Agenda—REGULAR BOARD OF DIRECTORS MEETING

9:30 a.m. Wednesday, March 21, 2018 at our Vado Office, 325 Holguin Rd., Vado NM

Agendas are final 72 hours prior to the meeting and may be obtained at any LRGPWWA Office—call 575-233-5742 for information

- I.** Call to Order, Roll Call to Establish Quorum: District #1 (Mr. Sanchez) ___, #2 (Vacant) ___, #3 (Mr. Evaro) ___, #4 (Mrs. Holguin) ___, #5 (Mr. Magallanez) ___, #6 (Mr. McMullen) ___, #7 (Mr. Smith) ___
- II.** Pledge of Allegiance
- III.** Motion to approve Agenda (VIII A. may be postponed, move IX. A to follow V.)
- IV.** Motion to approve the minutes of the February 21, 2018 Regular Board Meeting.
- V.** Presentations: Tiffany Goolsby, South Central Council of Governments will have a presentation on Infrastructure Capital Improvement Plans
- VI.** Public Input—15 minutes are allotted for this item, 3 minutes per person
- VII.** Managers' Reports
 - A.** General Manager
 - B.** Projects
 - C.** Operations
 - D.** Finance
- VIII.** Unfinished Business
 - A.** Appointment of Director for District 2 – this item may be postponed
- IX.** New Business
 - A.** Motion to authorize ICIP Public Meetings, request SCCOG assistance with ICIP, and authorize SCCOG to access the ICIP database on behalf of the Lower Rio Grande PWWA
 - B.** Motion to adopt Resolution FY2018-13 amending Board Meeting & Agenda Policy
 - C.** Motion to adopt Resolution FY2018-14 amending Real Estate Contract Policy
 - D.** Motion to approve lease agreement with Fastwave and assign signatory authority to General Manager
 - E.** Motion to adopt Joint Resolution FY2018-01 High Valley-LRGPWWA Merger Plan
 - F.** Motion to adopt Resolution FY2018-15 Authorizing Disposal of Property
- X.** Other discussion and agenda items for next meeting at 9:30 a.m. Wednesday, April 18, 2018 at the La Mesa Office
 - A.** Have any Board Members participated in training? If so, please give us a copy of your certificate
 - B.** 3rd Quarter Budget Resolution
- XI.** Adjourn

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aide or service to attend or participate in the hearing or meeting, please contact the LRGPWWA office at 575-233-5742, PO Box 2646, Anthony NM 88021 OR 215 Bryant St., Mesquite NM at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the LRGPWWA office if a summary or other type of accessible format is needed.

Si usted es una persona con una discapacidad que necesita un lector, amplificador, intérprete de lenguaje de signos o cualquier otra forma de ayudante auxiliar o servicio para asistir o participar en la audiencia o reunión, póngase en contacto con la oficina de LRGPWWA, 575-233-5742, PO Box 2646, Anthony, NM 88021 o 215 Bryant St., Mesquite, NM por lo menos una semana antes de la reunión o tan pronto como sea posible. documentos públicos, incluyendo el orden del día y actas, pueden proporcionarse en diferentes formatos accesibles. Póngase en contacto con la oficina LRGPWWA si es necesario un resumen u otro tipo de formato accesible.

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

Draft Minutes—REGULAR BOARD OF DIRECTORS MEETING

9:30 a.m. Wednesday, February 21, 2018 at our La Mesa Office, 521 St. Valentine, La Mesa, NM

Agendas are final 72 hours prior to the meeting and may be obtained at any LRGPWWA Office—call 575-233-5742 for information

- I. **Call to Order, Roll Call to Establish Quorum:** Chairman Mike McMullin called the meeting to order at 9:30 a.m. and called roll. Mr. Raymundo Sanchez representing District #1, was absent, District #2 is vacant, Mr. Joe Evaro representing District #3, was present, Mrs. Esperanza Holguin representing District #4, was present, Mr. Henry Magallanez representing District #5, was absent, Mr. Mike McMullen representing District #6, was present, Mr. Furman Smith representing District #7, was present. Staff members present were General Manager Martin Lopez, Project Manager Karen Nichols, Finance Manager Kathi Jackson, Operations Manager Mike Lopez, Projects Specialist Patricia Charles and Operator Jesus Reyes. Guests present were Gabriel Villanueva from Vencor Engineering, Henry Torres and Stanley Hill from High Valley MDWCA.
- II. **Pledge of Allegiance:** Mr. McMullen led the pledge of Allegiance
- III. **Motion to approve Agenda:** Mr. Smith made the motion to approve the agenda with item VIII A postponed. Mrs. Holguin seconded the motion. The motion passed with all in favor.
- IV. **Motion to approve the minutes of the January 17, 2018 Regular Board Meeting:** Mr. Smith made the motion to approve the January 17, 2018 minutes and Mrs. Holguin seconded the motion. The motion passed with all in favor.
- V. **Employee Recognition:** Mr. Lopez wanted to recognize two employees for their service with LRGPWWA. Mr. Lopez informed the Board that, Clerk Mary Berry was unable to attend the meeting due to having to have the office open because of disconnections. Operator Jesus Reyes was in attendance and was presented with a plaque for 5 years of service.
 - A. **Mary Berry – Five Years of Service**
 - B. **Jesus “Chuy” Reyes – Five Years of Service**
- VI. **Public Input:** none
- VII. **Managers’ Reports:**
 - A. **General Manager:** Mr. Lopez provided a written report and stood for questions. He indicated that he received an unsolicited real estate offer for the Mesquite Wetlands Site for \$8,008.00 but DAC has it valued at \$140,000.00. He said he would not respond to the offer. He granted permission to access LRGPWWA property site Well #1 for surveying. An Amazon business account has been opened. Finance staff is working on possible cost savings with EPE and Verizon. Direct deposit has been increased to \$35,000.00 due to the taxes. Mr. Lopez requested an increase on the limit on his company credit card, he also requested a credit card for Ms. Nichols to use on business trips. He authorized purchase of equipment for HIDTA, LRGPWWA will be reimbursed and earns a 3% fee on purchases. The transfer of LRGPWWA 401K will provide a cost savings of approximately \$5,800.00 and the investment options will stay the same. He informed the board that there is money for the Ohara Project which will consist of sidewalks, lights and a bike lane, it will run from Anthony Drive to the freeway on and off ramps.
 - B. **Projects:** Ms. Nichols provided a written report and asked Mr. Lopez to stand for questions due to the loss of her voice. Mr. Lopez informed the board that the board had approved a \$10,000.00 for out of pocket funds to complete the Veterans Project. The project is complete and only \$800.00 was used from the approved \$10,000.00. Mr. Smith asked how the Sewer project was going, Mr. Lopez told him that Phase I was almost complete. The third party left to sign for the lift station site has meet with the Engineers. Phase II – the application is in review in DC, waiting on the letter of conditions. The application will be for 8 million in grant money and 6 million in loan money. Central Office Building Project will be on the NMFA Board Agenda on February 28th. Ms. Nichols said they needed to attend that meeting. We received \$ 150,000 in funding from the Legislature for the line extension for Brazito area on Stern drive. Received \$50,000 in funding to complete the Veterans Road Project, to complete Jacquez Road which was not completed due to the easement problem. Mr. Lopez said he will be attending the Colonia’s meeting in Santa Fee on March 14th, 2018.

- C. **Operations:** Mr. Mike Lopez provided a written report and stood for questions. There was a slight increase in production for January 2018 at 31.42 million gallons compared to 29.72 million gallons for same time last year. Operations was issued 447 work and service orders. 10 work orders were issued for illegal connections. Mr. Smith asked if the illegal connections were in all areas and Mr. Mike Lopez said most of them were down south.
- D. **Finance:** Ms. Jackson told the board that we had spent a bit more than what was taken in, in January 2018. Because of three items 1. A loan was paid off for \$53,700.00 Mr. Lopez said it was for the last Colonia's money that Brazito received before merging with LRGPWWA. Ms. Nicolas indicated that it was for Service brackish water. 2. In Maintenance & Repair we show a credit of \$35,761.43 because of the two trucks purchased. One was purchased in December 2017 and one was purchased in January 2018. They were both posted in January 2018. 3. Dona Ana waste flow charge was for Oct-Dec and will be posted in February 2018. Ms. Jackson indicated that we are still under budget on expenses by 21% and below on revenues by 1%. She and Delmy had some training on Tyler on creating forms on the program.

VIII. Unfinished Business

- A. **Appointment of Director for District 2** – item was postponed

IX. New Business

- A. **Provide the board with the cost and plans available for Employee Disability Insurance:** Mr. Lopez reported that he had two quotes for disability insurance. 1. Short term disability would provide \$2,000.00 per month until age 70 at a cost of \$55.00 per month per person. 2. Short term disability would provide \$1,000.00 per month until age 70 at a cost of \$55.00 or for 5 years at a cost of \$45.00. This plan includes \$25,000.00 life insurance. He said the key is in the number of participants. There is one more quote pending. Ms. Jackson indicated that it would be about \$8,000.00 for everyone. Mrs. Holguin said most organizations the size of LRGPWWA do not offer this to their employees. She would like to see LRGPWWA provide this to the employees paid by the company. Mr. McMullin indicated that he agreed with Mrs. Holguin, as long as the company could afford it. Mr. Lopez said that the cost savings from moving the 401K to a different provider of about \$6,000.00 could be used to offset the cost of the disability insurance. Mr. Lopez mentioned that LRGPWWA has had 3 employees became disabled in the last 3 years. Mrs. Holguin made the motion to proceed with collecting more information regarding providing employee disability insurance, Mr. Smith seconded the motion. The Motion passed with all in favor.
- B. **Motion to award contract for LRGPWWA, US Highway 70 Bore Crossing, Line Repair to General Hydronics:** Mr. Lopez mentioned the packet that contains the document which lists all the contractors that bid for this job. He said the biggest expense is the Hwy Dept. because on the northern side of Hwy 70 the pipe daylights with their shoulder so they require traffic control from the east side. Ms. Nichols mentioned that some contractors did not bid for the job because they needed an extraordinarily large amount of jersey barriers. Mr. Smith made the motion to award LRGPWWA's contract for this project to General Hydronics, Mrs. Holguin seconded the motion. The motion passed with all in favor.
- C. **Motion to approve engineering agreement with Bohannon Huston, Inc. to update the PER for the S. Valley Water Supply & Treatment Project for submission to USDA-RD for funding application:** Ms. Nichols informed the board that she only provided the page with the amounts on it. The full contract was posted on the board members web page for review. Mr. Lopez said this was originally the Surface Water Project and turned into the Berino Well Project, because LRGPWWA was not selected for funding from the Water Trust Board and had to apply to USDA Rural Development. The original documentation had to be reformatted to meet the USDA RD requirements. He also mentioned that this money would be reimbursable. Mrs. Holguin made the motion to approve the engineering agreement with Bohannon Huston, Inc. to update the PER for the S. Valley Water Supply & Treatment Project, Mr. Smith seconded the motion. The motion passed with all in favor.
- D. **Motion to adopt proposed amendment to Member Customer Policy regarding Fire Flow Lines:** Mr. Lopez mentioned that the changes needed are on page 4 of 12. The proposed language specifies the need for a fire flow line. We need to meter the fire flow lines because this will help LRGPWWA know if the customer is using the line

for illegal purposes other than fire flow. This also helps us in the reporting within the Water Audits in the unbilled authorized use section of the report. For existing customers, it will help to identify the illegal use. If illegal use is found then the associated fees will have to be applied. Mrs. Holguin made the motion to adopt the proposed amendment to Member Customer Policy regarding Fire Flow Lines, Mr. Evaro seconded the motion. The motion passed with all in favor.

- E. Motion to adopt proposed amendment to Leak Adjustment Policy:** Mr. Smith requested that the customer valve be added to the diagram on the Water Leak Adjustment Policy. This will help clarify where the customers responsibility starts. Mr. Lopez requested the change to show the limit to increase from once every two years to once every three years. Mr. Smith made the motion to adopt the proposed amendment to Leak Adjustment Policy with the valve added to the diagram, Mrs. Holguin seconded the motion. The motion passed with all in favor.
- F. Motion to approve LRGPWWA FY-2017 Audit:** Ms. Jackson informed the board that every time a new auditor comes in, they typically always use a different format. The auditor decided to include HIDTA in this audit as part of LRGPWWA. Page 5 shows the Balance Sheet showing assets at 63 million compared to the first-year assets at 27 million. Liabilities made up 9 % and equity was at 91%. Page 6 shows the Income Statement shows HIDTA stuff. The budget was at 3 million we stayed within that budget and had no findings. Page 14 shows cash in bank and the break down is on page 15, page 16 shows the breakdown of Capital Assets. LRGPWWA was compliant in all areas. Ms. Jackson was able to clean up the conversion and now everything is updated. Mrs. Holguin made the motion to approve LRGPWWA FY-2017 Audit, Mr. Smith seconded the motion. The motion passed with all in favor.
- G. Motion to approve initiating a merger plan with High Valley MDWCA:** Mr. Lopez said that Ms. Jackson and Ms. Nichols meet with the High Valley board members and collected all the information need to make a decision. Ms. Jackson said, she looked at their financial documentation and would be ok with them coming on board. She said they have a loan of about \$5,000.00, money in bank is about \$1,700.00. She saw no risk in the financial department side. Mr. Nichols looked at all their documentation and audits. Which are posted on our website. They received a Colonia's award and is completed, which included the preparation of a PER. Sauder, Miller and Associates is finalizing their Asset Management Plan. Mr. Lopez said they have about 3 million in proposed system improvements-recommendations for the Preliminary Engineering Report. They have 25 connections, Mrs. Holguin asked if there was any potential for growth. Mr. Mike Lopez said there is no potential for growth. Mr. Smith asked what the next steps are after approving the initial merger, Mr. Lopez said there are procedures to follow for the merger. He said the prices would decrease a bit once merger with LRGPWWA. Mr. Lopez would like to request that one of their board members become a board member with LRGPWWA. Ms. Nichols said that because we have a vacancy on our board. LRGPWWA board can assign one of them to our board. Mr. Smith made the motion to approve initiating a merger plan with High Valley MDWCA, Mrs. Holguin seconded the motion. The motion passed with all in favor.

X. Other discussion and agenda items for next meeting at 9:30 a.m. Wednesday, March 21, 2018 at the Vado Office

- A. Have any Board Members participated in training? If so, please give us a copy of your certificate:** No one had any certificates to turn in.
- B.** Mr. Lopez requested there be a Disposition Committee Meeting 15 minutes before the Wednesday, March 21, 2018 meeting. The ford range is no longer in service and needs to be removed.

- XI. Adjourn:** Mrs. Holguin made the motion to adjourn the meeting at 10:24 a.m., Mr. Smith seconded the motion. The motion passed with all in favor.

Minutes approved March 21, 2018

Michael McMullen, Chairman (District 6)

Furman Smith, Vice-Chairman (District 7)

Esperanza Holguin, Secretary (District 4)

ABSENT
Raymundo Sanchez, Director (District 1)

Joe Evaro, Director (District 3)

Henry Magallanez, Director (District 5)

VACANT
Director (District 2)

LRGPWWA
Manager's Report
March 21, 2018

- We have been given notification by DFA and the State Auditor to dispose of equipment and truck
- Disposal of equipment and vehicles will be scheduled for May after disposal request for additional truck
- Two operations employees have completed their 6-month probationary period and have been made permanent
- One operation employee resigned due to health (medical) situation
- Karen and I attended the State Colonias Board meeting in Socorro on March 14
- HB 142 passed (copy attached) False Information to NMED pertaining to a Public Water System

1 AN ACT
2 RELATING TO ENVIRONMENTAL IMPROVEMENT; PROHIBITING FALSE
3 STATEMENTS TO THE DEPARTMENT OF ENVIRONMENT BY AN OWNER OR
4 OPERATOR OF A PUBLIC WATER SYSTEM; PROVIDING CRIMINAL
5 PENALTIES.

6
7 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

8 SECTION 1. A new section of the Environmental
9 Improvement Act is enacted to read:

10 "FALSE STATEMENTS TO THE DEPARTMENT--PENALTIES.--

11 A. It is unlawful for an owner or operator of a
12 public water system subject to the Environmental Improvement
13 Act and applicable rules or an owner's or operator's agent
14 to:

15 (1) knowingly make a false statement,
16 representation, certification or omission of fact material to
17 the protection of public health as related to a public water
18 system in an application, record, report, plan or other
19 document filed with or submitted to the department, or
20 required by rule to be maintained by an owner or operator of
21 a public water system;

22 (2) knowingly falsify, tamper with or render
23 inaccurate any device, method or record to be relied upon by
24 the department to monitor or track information related to a
25 public water system;

1 (3) knowingly falsify or conceal a fact
2 material to the protection of public health as related to a
3 public water system; or

4 (4) make or use a document with the
5 knowledge that the document contains false statements or
6 representations material to the protection of public health
7 as related to a public water system.

8 B. A person who violates or knowingly causes or
9 allows another person to violate Subsection A of this section
10 is guilty of a misdemeanor and shall be sentenced in
11 accordance with the provisions of Section 31-19-1 NMSA 1978."= HB 142
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**LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY
PROJECTS REPORT – 3/21/18**

LRG-11-02.2 – Mesquite-Brazito Sewer Project – Bohannon Huston, Inc. – LOC-Design Stage – NMFA PG/SAP funded Planning, \$30k 2014 SAP, \$540,608 2014 CITF (10% Loan), USDA-RD Loan \$357,000 @ 3.250%, Grant \$1,194,919, Colonias Grants of \$6,356,474 & \$119,407 – Attorney is filing an eminent domain action for the final lift station property acquisition. We can submit final LOC documents to RD for final review (about 60 days) and authorization to bid once an Order of Immediate Possession has been issued by the court.

LRG-17-01 – Mesquite-Brazito Sewer Project 2 – Bohannon Huston, Inc. – Planning Stage – USDA-RD Application \$15,030,780 – Letter of Conditions was issued by USDA-RD on 3/5/18 for \$6,189,000 loan and \$8,030,000 Colonias Grant. We are working with Citizens Bank of Las Cruces to secure an interim loan to be guaranteed by USDA-RD.

LRG-11-03 – Interconnect & Looping Project – see 12-01 Authority PER – Legislative Capital Outlay appropriation of \$150k was not vetoed by the governor, and we completed the Project Bond Questionnaire. Grant Agreement has not yet been received.

LRG-11-05 – South Valley Water Supply & Treatment Project WTB #252– Bohannon Huston - Design stage - \$750,000 WTB – 10% Loan 10% Match: We are meeting with BHI to initiate the USDA-RD format PER in order to apply for funding. Project design is complete.

LRG-17-01 – Water Master Plan – WTB #252 – Bohannon Huston: CDBG Public Hearing was held 1/9/18. We are working with Ms. Goolsby, SCCOG, to apply for \$100k planning grant for this project. I will be attending a CDBG Workshop in Albuquerque on March 7.

LRG-17-02 – Central Office Building: DWSRLF funding in the amount of \$3,285,619 was approved by the NMFA board on 2/28/18 and we have received a Binding Letter of Commitment outlining the items we must submit by 9/1/18 prior to closing on funds and the items that must be submitted prior to construction.

Forty-Year Water Plan – CE&M – complete – needs update for new mergers after Brazito & combine & commingle: pending NM-OSE comments/approval. Currently only includes the initial five systems.

LRG-13-03 – Valle Del Rio Water System Project – RFP/Planning/Design Stage - \$1,197,708 DWSRLF funding - \$898,281 principal forgiveness – 299,427 loan repayment – Souder, Miller & Associates: Closing on additional funding has been completed. Closing transcript has not yet been received. Morrow Construction began work on February 12. NMED has completed its Capacity Assessment and we will begin work on the application with NMFA right away.

LRG-14-01 – Waterline Extension Project (incl. Veterans Road) – Design/Build - \$882,430 CITF incl. 10% Loan – Parkhill, Smith & Cooper - Monthly Project Update: Funds from final Requisitions have been received and project close-out documents have all been submitted. Capital Outlay appropriation of \$50k to complete Jacquez Rd. line was not vetoed, and we have completed the Project Bond Questionnaire. Grant Agreement is pending.

LRG-17-03 – Planning Documents for East Mesa Water System Improvements Project – NMFA 3803-PG & 3804-PG – Engineer Selection – Contracts with Vencor for PER & EID have been approved by NMED-CPB and work on the PER is underway.

Other projects:

Infrastructure Capital Improvements Plan 2020-2024: Next ICIP deadline will be mid-June. A presentation on the ICIP process and authorizations for public meetings and SCCOG assistance are on today's agenda.

Documents Retention & Destruction – Sorting of old association documents for storage or destruction is ongoing, and staff is implementing approved retention/destruction schedules for LRGPWWA documents. Received documents for shredding and some for storage from the Finance Department. Delivery of documents from the East Mesa Office for sorting and storage or shredding is still pending. Bin has not been sent out for shredding in the past month, will be shortly.

Website and Email – Notices and Board Minutes pages are current. Other updates are ongoing. Board Training information on the Directors Only page is up to date.

Training – I attended at CDBG training on March 7th in Albuquerque, Patty participated in a US-EPA webinar on Small Systems Funding on 2/27/18 and Patty and Angie both participated in a Tyler training on Parcels & Service Addresses on 3/7/18.

Lower Rio Grande Water Users Organization – nothing new to report

EBID Surface Water Plant: - We have provided documentation for their resubmission of NMED permit application. Some issues have arisen with the final construction of this plant. Apparently, it is back in review at NMED-DWB.

As Needed Engineering Services: Currently we have 2 active Task Orders: 1. Bohannon Huston, Inc. for construction oversight for replacing the pipeline in the Hwy. 70 crossing in Organ was issued 4/24/17 and 2. Vencor for the next phase of GIS work to pick up some missed items in La Mesa, add the Veterans Road project and Vado.

Water Audit: Data spreadsheet has been set up for calendar 2017. Data entry is complete. Will be starting to coordinate the 2017 audit later this month.

NM Legislature: 2018 Legislative Report has been updated thru the pocket veto date and is now final.



LOWER RIO GRANDE

Public Water Works Authority

PO Box 2646

Anthony, New Mexico 88021

(575) 233-5742

Income Statement

For the Period Ending: 2/28/2018

Revenue	Current	MTD Activity	YTD Activity	Remaining Budget
40000 - Operating Revenue	\$ 2,961,000.00	\$ 192,200.43	\$ 2,022,596.52	\$ 938,403.48
40002 - Installation Fees	\$ 25,000.00	\$ 2,416.26	\$ 45,583.28	\$ (20,583.28)
40003 - Activation & Connection Fees-Water	\$ 3,600.00	\$ 450.00	\$ 3,150.00	\$ 450.00
40004 - Meter Relocation	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00
40005 - Backflow Testing	\$ 3,500.00	\$ -	\$ 6,273.28	\$ (2,773.28)
40006 - Tampering Fee/Line Breaks	\$ 1,500.00	\$ 641.46	\$ 3,027.72	\$ (1,527.72)
40007 - Delinquency Fee	\$ 20,000.00	\$ 7,100.00	\$ 64,250.00	\$ (44,250.00)
40008 - Penalties-Water	\$ 50,000.00	\$ 7,784.01	\$ 70,868.03	\$ (20,868.03)
40009 - Membership Fees	\$ 3,000.00	\$ 300.00	\$ 5,124.31	\$ (2,124.31)
40010 - Impact Fees	\$ 50,000.00	\$ 1,810.66	\$ 41,725.02	\$ 8,274.98
40011 - Returned Check Fees	\$ 1,500.00	\$ 70.00	\$ 560.00	\$ 940.00
40012 - Credit Card Fees	\$ 6,000.00	\$ 1,007.74	\$ 7,663.74	\$ (1,663.74)
40013 - Miscellaneous Revenue	\$ 500.00	\$ 40.00	\$ 335.00	\$ 165.00
40015 - Penalties-Sewer	\$ 7,000.00	\$ 602.00	\$ 4,618.90	\$ 2,381.10
40016 - Meter Test Fee	\$ 500.00	\$ -	\$ -	\$ 500.00
40017 - Hydrant Meter Rental Fee	\$ 2,000.00	\$ 250.00	\$ 1,250.00	\$ 750.00
40019 - DAC Trash Coupons	\$ 900.00	\$ 54.00	\$ 478.00	\$ 422.00
40020 - Miscellaneous Revenue-Sewer	\$ 1,500.00	\$ 42.03	\$ 1,764.10	\$ (264.10)
45000 - Tower Rent	\$ 15,000.00	\$ 250.00	\$ 2,000.00	\$ 13,000.00
45001 - Billing Adjustments-Water	\$ -	\$ (6,246.29)	\$ (30,800.74)	\$ 30,800.74
45005 - Fiscal Agent Fees	\$ 35,000.00	\$ 4,581.86	\$ 37,828.56	\$ (2,828.56)
45010 - Interest	\$ 600.00	\$ 25.16	\$ 332.38	\$ 267.62
45015 - Copy/Fax	\$ 400.00	\$ 23.50	\$ 221.50	\$ 178.50
45020 - Other Income	\$ 10,000.00	\$ 264.00	\$ 4,964.09	\$ 5,035.91
45025 - Contract Services	\$ 50,000.00	\$ 2,308.87	\$ 28,646.02	\$ 21,353.98
45030 - Transfers In	\$ 400,000.00	\$ -	\$ -	\$ 400,000.00
Total Revenue:	\$ 3,650,000.00	\$ 215,975.69	\$ 2,322,459.71	\$ 1,327,540.29
Expense	Current	MTD Activity	YTD Activity	Remaining Budget
60005 - Accounting Fees	\$ 5,000.00	\$ -	\$ 9,367.31	\$ (4,367.31)
60010 - Audit	\$ 13,500.00	\$ -	\$ 12,615.00	\$ 885.00
60016 - Adjustments	\$ -	\$ (2,775.00)	\$ (8,312.92)	\$ 8,312.92
60020 - Bank Service Charges	\$ 15,000.00	\$ -	\$ 7,756.80	\$ 7,243.20
60025 - Cash Short/Over	\$ 300.00	\$ (82.44)	\$ (61.79)	\$ 361.79
60030 - Dues and Subscriptions	\$ 5,000.00	\$ -	\$ 1,924.90	\$ 3,075.10
60035 - Engineering Fees	\$ 80,000.00	\$ -	\$ -	\$ 80,000.00
60045 - Late Fees	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
60050 - Legal Fees	\$ 10,000.00	\$ -	\$ 3,844.00	\$ 6,156.00
60055 - Legal Notices	\$ 6,000.00	\$ -	\$ 227.63	\$ 5,772.37
60060 - Licenses & Fees	\$ 8,000.00	\$ 277.59	\$ 3,440.04	\$ 4,559.96
60065 - Meals	\$ 2,500.00	\$ 89.32	\$ 898.15	\$ 1,601.85
60070 - Organizational Cost	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00
60075 - Permit Fees	\$ 6,500.00	\$ -	\$ 600.00	\$ 5,900.00
60080 - Postage	\$ 45,000.00	\$ 3,104.72	\$ 20,931.36	\$ 24,068.64
60090 - Professional Fees-Other	\$ 10,000.00	\$ -	\$ 800.00	\$ 9,200.00
60100 - Project Development	\$ 200,000.00	\$ -	\$ -	\$ 200,000.00
60120 - Retirement Account Fees	\$ 2,500.00	\$ 431.25	\$ 1,275.00	\$ 1,225.00
60125 - Easements & Leases	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
60130 - Training	\$ 10,000.00	\$ 444.55	\$ 4,449.10	\$ 5,550.90
60150 - Travel:Lodging Per Diem	\$ 5,000.00	\$ 203.03	\$ 2,838.32	\$ 2,161.68
60155 - Travel:Meals Per Diem	\$ 5,000.00	\$ 91.12	\$ 685.49	\$ 4,314.51
60160 - Travel:Mileage/Parking Per Diem	\$ -	\$ -	\$ 484.20	\$ (484.20)
60175 - Fixed Asset Disposal Fees	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00
60600 - Debit Service	\$ 146,360.00	\$ 7,359.08	\$ 163,245.62	\$ (16,885.62)
60650 - Interest paid to NMFA	\$ 37,091.00	\$ 1,953.59	\$ 17,462.38	\$ 19,628.62
60675 - Interest paid to USDA	\$ 130,508.00	\$ 10,629.36	\$ 85,034.88	\$ 45,473.12

Expense (Continued)	Current	MTD Activity	YTD Activity	Remaining Budget
63000 - Regular Pay	\$ 825,000.00	\$ 72,543.44	\$ 550,480.81	\$ 274,519.19
63001 - Overtime	\$ 21,000.00	\$ 1,082.34	\$ 14,203.12	\$ 6,796.88
63006 - Holiday Pay	\$ 55,000.00	\$ -	\$ 35,460.34	\$ 19,539.66
63007 - Sick Pay	\$ 60,000.00	\$ 6,562.28	\$ 35,115.82	\$ 24,884.18
63008 - Annual Leave Pay	\$ 80,000.00	\$ 2,842.58	\$ 45,916.49	\$ 34,083.51
63010 - 401K 10% Company Contribution	\$ 99,000.00	\$ -	\$ 99,000.00	\$ -
63030 - Accrued Leave	\$ 75,000.00	\$ -	\$ 67,000.00	\$ 8,000.00
63060 - Contract Labor	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00
63070 - Employee Benefits-401K Contrib	\$ 40,000.00	\$ 2,547.57	\$ 20,451.00	\$ 19,549.00
63090 - HISC-Blue Medicare Rx.	\$ 500.00	\$ 109.50	\$ 503.80	\$ (3.80)
63100 - Insurance-Dental	\$ 15,000.00	\$ 1,031.80	\$ 7,900.87	\$ 7,099.13
63110 - Insurance-Health	\$ 170,000.00	\$ 23,171.25	\$ 166,863.68	\$ 3,136.32
63115 - Salaries: Insurance - Work Comp	\$ 20,000.00	\$ 2,098.00	\$ 12,897.00	\$ 7,103.00
63130 - Mileage	\$ 1,500.00	\$ 44.64	\$ 427.41	\$ 1,072.59
63135 - Drug Testing	\$ 1,500.00	\$ -	\$ 150.00	\$ 1,350.00
63160 - Payroll Taxes-Medicare	\$ 18,000.00	\$ 1,203.97	\$ 9,877.22	\$ 8,122.78
63170 - Payroll Taxes-Social Security	\$ 71,000.00	\$ 5,147.89	\$ 42,233.05	\$ 28,766.95
63195 - Taxes, Liability, Insurance: Cobra Fee	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
63200 - Vision Insurance	\$ 5,000.00	\$ 299.35	\$ 2,416.51	\$ 2,583.49
64100 - Sewer:DAC Waste Water Flow Charge	\$ 50,000.00	\$ 12,662.70	\$ 27,574.05	\$ 22,425.95
64200 - Sewer:Electricity-Sewer	\$ 9,000.00	\$ -	\$ 6,294.69	\$ 2,705.31
64300 - Sewer:Lab & Chemicals-Sewer	\$ 10,000.00	\$ -	\$ 1,885.96	\$ 8,114.04
65010 - Automobile Repairs & Maint.	\$ 36,000.00	\$ 4,489.08	\$ 41,004.72	\$ (5,004.72)
65230 - Computer Maintenance	\$ 65,000.00	\$ 3,704.95	\$ 44,649.91	\$ 20,350.09
65240 - Equipment Rental	\$ 2,500.00	\$ -	\$ 730.41	\$ 1,769.59
65250 - Fuel	\$ 65,000.00	\$ 5,017.78	\$ 37,186.65	\$ 27,813.35
65260 - Kitchen & Cleaning Supplies	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
65270 - Lab Chemicals-Water	\$ 15,000.00	\$ 60.43	\$ 674.95	\$ 14,325.05
65280 - Lab Chemicals-Water:Chemicals	\$ 40,000.00	\$ 1,394.70	\$ 20,387.42	\$ 19,612.58
65300 - Locates	\$ 7,000.00	\$ -	\$ 775.96	\$ 6,224.04
65310 - Maint. & Repairs-Infrastructure	\$ 199,741.00	\$ 4,115.73	\$ 45,392.09	\$ 154,348.91
65320 - Maint. & Repairs-Office	\$ 10,000.00	\$ 428.31	\$ 6,657.32	\$ 3,342.68
65330 - Maintenance & Repairs-Other	\$ 169,000.00	\$ 8,903.68	\$ 33,014.39	\$ 135,985.61
65340 - Materials & Supplies	\$ 50,000.00	\$ 5,492.29	\$ 59,262.57	\$ (9,262.57)
65345 - Non Inventory-Consumables	\$ 111,000.00	\$ 4,179.55	\$ 28,931.25	\$ 82,068.75
65350 - Office Supplies	\$ 15,000.00	\$ 1,348.30	\$ 6,807.62	\$ 8,192.38
65360 - Printing and Copying	\$ 20,000.00	\$ 1,068.59	\$ 9,075.49	\$ 10,924.51
65370 - Tool Furniture	\$ 5,000.00	\$ 45.42	\$ 9,807.47	\$ (4,807.47)
65390 - Uniforms-Employee	\$ 15,000.00	\$ 830.90	\$ 7,882.27	\$ 7,117.73
65490 - Cell Phone	\$ 20,000.00	\$ 1,540.23	\$ 12,248.24	\$ 7,751.76
65500 - Electricity-Lighting	\$ 10,000.00	\$ 58.93	\$ 3,697.32	\$ 6,302.68
65510 - Electricity-Offices	\$ 17,000.00	\$ 339.54	\$ 9,614.08	\$ 7,385.92
65520 - Electricity-Wells	\$ 225,000.00	\$ 7,075.65	\$ 132,624.88	\$ 92,375.12
65530 - Garbage Service	\$ 2,500.00	\$ 184.29	\$ 1,573.05	\$ 926.95
65540 - Natural Gas	\$ 3,000.00	\$ 245.11	\$ 1,241.57	\$ 1,758.43
65550 - Security/Alarm	\$ 10,000.00	\$ -	\$ 3,243.67	\$ 6,756.33
65560 - Telephone	\$ 20,000.00	\$ 7,980.88	\$ 21,277.76	\$ (1,277.76)
65570 - Wastewater	\$ 1,500.00	\$ 176.40	\$ 1,323.00	\$ 177.00
66100 - Government Penalties & Interest	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00
66200 - Insurance-General Liability	\$ 80,000.00	\$ -	\$ 52,242.00	\$ 27,758.00
66700 - Water Conservation Fee	\$ 20,000.00	\$ -	\$ 8,122.27	\$ 11,877.73
Total Expenses:	\$ 3,650,000.00	\$ 211,754.22	\$ 2,075,605.62	\$ 1,574,394.38
Revenue	\$ 3,650,000.00	\$ 215,975.69	\$ 2,322,459.71	\$ 1,327,540.29
Less Expenses	\$ 3,650,000.00	\$ 211,754.22	\$ 2,075,605.62	\$ 1,574,394.38
Net Income/Loss	\$ -	\$ 4,221.47	\$ 246,854.09	\$ (246,854.09)

Prepared by: Kathi Jackson, Finance Manger

Reviewed by: Martin G. Lopez



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LOWER RIO GRANDE

Public Water Works Authority

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Vado, New Mexico 88072

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BOARD MEETING & AGENDA POLICY

1. Introduction

This Board Meeting and Agenda Policy and the procedures contained in it are intended to provide a structure for Board of Directors meetings in order to facilitate the effective and orderly transaction of the business of the Lower Rio Grande Public Water Works Authority.

2. Board Establishment & Purpose

The Lower Rio Grande Public Water Works Authority (LRGPWWA) Board of Directors is established as the governing body of the LRGPWWA by NMSA 1978 73-26-1 L., and its duties are set forth in the Lower Rio Grande Public Water Works Authority Governance Document Section 2.02. The Board of Directors is the policy-making body of the LRGPWWA and the Board meeting is the forum in which the LRGPWWA's business is officially transacted. The Board of Directors is empowered to act only as a governing body, and individual Directors have no independent authority. The primary purposes of the Board meeting are to create policy; to select and oversee the General Manager, who is responsible for the execution of policy and for all administrative and operational details; and to act in compliance with applicable New Mexico statutes including but not limited to the Governmental Conduct Act (10-16-1 NMSA 1978), the Inspection of Public Records Act (14-2-4 NMSA 1978), the Open Meetings Act (10-15-1.1 NMSA 1978) and the Procurement Code (10-16-1 NMSA 1978).

3. Board Meeting Schedule

The LRGPWWA Board of Directors adopts an annual schedule of meetings including dates, times and locations as part of its annual Open Meetings Act Resolution. The Resolution and schedule may be amended by the Board as needed, and Special or Emergency Board of Directors meetings may be called and convened as specified in the Open Meetings Act and the current LRGPWWA Open Meetings Act Resolution.

4. Parliamentary Authority

The rules contained in the current edition of *Robert's Rules of Order Newly Revised* shall govern the LRGPWWA Board of Directors in all cases to which they are applicable and in which they are not inconsistent with applicable state or federal statutes or regulations, the LRGPWWA Governance Document and any special rules of order the LRGPWWA Board of Directors may adopt.

5. Board Meeting Agenda

Agendas are prepared by staff and posted in LRGPWWA offices, public places and on the LRGPWWA website in accordance with the provision of the Open Meetings Act. The format of the agenda is:

- I. Call to order by the Chair & roll call to establish quorum
- II. Pledge of Allegiance
- III. Approval of Agenda
- IV. Approval of Minutes
- V. Guest Presentations
- VI. Public Input – 15 minutes allotted for this item, 3 minute time limit per person
- VII. Management Reports
- VIII. Unfinished Business
- IX. New Business
- X. Other discussion and items for the next meeting agenda
- XI. Adjourn

Staff also prepares a Board Packet prior to each meeting containing documents and information related to the items on the agenda. The Board Packet is posted at the board's web page for Directors to view and/or download prior to the meeting, and paper copies are provided to each Director at the beginning of each meeting. Board Packets include draft minutes from the previous meeting(s), and while these can be amended or corrected with the board action to approve them, Directors are encouraged to submit corrections or amendments to the General Manager or the General Manager's staff designee so that the draft minutes can be corrected prior to the meeting.

Closed Sessions may be included in the agenda as permitted by the Open Meetings Act and are usually scheduled at the end of the agenda for the convenience of the public and staff attending the meeting unless there is reason to schedule it earlier in the meeting.

The Consent Agenda is a concept used by many legislative bodies to make many minor, non-controversial decisions in one action. This may include approval of the minutes, committee reports, management reports, or other routine resolutions or approvals. If a Consent Agenda is included in the LRGPWWA Board Agenda, it will be placed following the approval of the meeting Agenda or may replace the Approval of Minutes agenda item if minutes are included in the consent agenda. Any member of the Board of Directors may request that an item on the Consent Calendar be removed for the purpose of discussion and voting on that item, and such a request does not require a Board vote.

Action items on the agenda will be in the form of a motion to approve, a motion to authorize the General Manager or LRGPWWA attorney to act on behalf of the LRGPWWA, or a motion to adopt a resolution. The following items will be approved or adopted by resolution: Open Meetings Act annual compliance, LRGPWWA policies, LRGPWWA budgets, LRGPWWA planning documents, election proclamations, authorizations to dispose of property, authorizations to apply for project funding when required by the funding agency, and any other documents required as part of project funding that need a resolution.

6. Submitting Agenda Items

Directors wishing to place items on the Agenda of the Board of Directors should submit a request to the General Manager or the General Manager's staff designee ten (10) days prior to the meeting in order to provide sufficient time to incorporate the request in the Agenda Package which is prepared and distributed to Board Members in advance of the meeting. Urgent items which are submitted by a Director subsequent to the cutoff time may be added to the Agenda only if the final agenda posting requirements of the Open Meetings Act can be met. Non-urgent items will be placed the agenda for the subsequent meeting.

Members and customers of the LRGPWWA and the public may request that any of the LRGPWWA Directors place an item on the Agenda or may state their request during the Public Input section at a board meeting. Directors may, at their discretion, elect to place such items on a future agenda.

7. Decorum

Board of Directors Meetings shall be conducted in an expeditious manner consistent with respect and consideration for all persons and their views. In order to speak or make a motion, a person must be recognized by the Chairperson, and all comments should be addressed to the Chairperson. Comments should be limited to the matter under discussion, and personal insults or inflammatory language will not be tolerated. Anyone creating a disturbance or disrupting the meeting may be asked to leave.

8. Board Consideration of Agenda Items

Agenda items will be considered in the order presented in the Agenda or as modified in the action approving the agenda. For items requiring Board action, a motion should be made and seconded prior to the floor being open for discussion. Motions should be stated fully and completely to ensure that the board action recorded in the minutes accurately reflects the intention of the Board. Reports may be accepted by the Chairperson with or without further discussion. In all cases, discussion should be limited to the item under consideration.

9. Member, Customer & Public Comments

In addition to the Public Input agenda item where members and customers of the LRGPWWA and members of the public may address the board on any topic with a time limit of three minutes during the 15 minutes allot for this item, such persons may be recognized by the Chairperson of the meeting to speak on any topic under consideration with a limit of three minutes per person. However members and customers of the LRGPWWA and the public are not allowed to address the Board of Directors until they are recognized by the Chairperson, must limit their comments to the item under consideration, and must yield the floor to the Chairperson when directed to do so by the Chairperson. The Chairperson should recognize any Directors who wish to speak before opening the floor to comment from the members, customers or public. The Chairperson may choose to allow a brief extension of the time-limit for Public Input or public comments on other agenda items for persons to complete their statement, or the Board may choose to act to grant a time extension to any individual or all persons seeking further comment.

10. Board Meeting Minutes

Draft minutes of each Board of Directors meeting are prepared by staff for approval by the Board at its next regular meeting. Minutes are a record of items considered by the Board and actions by the Board and a summary of the discussion, and they must comply with the provisions of the Open Meetings Act with regard to content and availability to the public. Additions or corrections to the

draft minutes may be sent to the General Manager or General Manager's staff designee by email prior to the next meeting or may be included in the motion to approve the minutes. The approved minutes, not any notes or recording used to prepare them, are the official record of the board meeting. Individual Directors shall not amend, correct (except for spelling & typos) draft minutes or sign approved minutes for meetings which they were not in attendance. Any Director may make a motion to approve, second the motion to approve and vote on motions to approve minutes. Approved minutes shall be signed by the Directors present at that meeting.



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LOWER RIO GRANDE

Public Water Works Authority

Resolution #FY2018-13

Amending Board Meeting & Agenda Policy

Whereas, the Lower Rio Grande Public Water Works Authority Board of Directors has adopted a Board Meeting and Agenda Policy; and

Whereas, the LRGPWWA now wishes to amend that policy;

Now therefore, be it resolved, the Board of Directors adopts and passes this resolution to adopt the proposed amendment to its Board Meeting and Agenda Policy officially approved on February 18, 2015.

PASSED, APPROVED, AND ADOPTED: March 21, 2018.

Mike McMullen, Chairman

Seal:

Esperanza Holguin, Secretary



LOWER RIO GRANDE

Public Water Works Authority

325 Holguin Road

Vado, New Mexico 88072

(575) ~~571-3628~~

233-5742

Real Estate Contract Policy

The Lower Rio Grande Public Water Works Authority is a member-owned community water system, and “Member” is defined in its Governance Document (Sec. 2.01 A. – G.) as a person who “1. Owns real property within the Authority’s recorded designated service area; and 2. Receives services provided by the Authority to that property”. In the case of property which is served by the Authority and is involved in a real estate sale transaction, this policy shall govern membership in the Authority unless the real estate contract contains provisions which would preempt it.

It is the responsibility of the seller and purchaser to comply with the Authority’s Governance Document and Member/Customer Policies, Member Application for Water &/or Sewer Service, and [USDA Rural Development Water &/or Sewer](#) User Agreement. Furthermore, it is the responsibility of buyer and seller to inform and provide the Authority with documentation of such sales transaction.

In compliance with New Mexico statutes, the Authority is obligated to offer and assign membership to a purchaser of property within the Authority’s service area provided that the real estate contract is executed and recorded in the public records of Doña Ana County. Upon execution and recording, the Authority shall close out the seller’s account and establish an account for the purchaser. The seller and purchaser respectively shall be responsible for charges, fees and balances of their account(s). Failure to comply will result in the service to that property being disconnected until account(s) issues are resolved.

In the event the real estate contract is terminated, the seller shall provide proof of the termination to the Authority immediately to reestablish membership if membership was terminated. Upon notification of such contract termination, the Authority shall close out the purchaser’s account and reestablish an account for the seller. The seller and purchaser respectively shall be responsible for charges, fees and balances of their account(s). Failure to comply will result in the service to that property being disconnected until account issues are resolved.



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LOWER RIO GRANDE

Public Water Works Authority

Resolution #FY2018-14

Amending Real Estate Contract Policy

Whereas, the Lower Rio Grande Public Water Works Authority Board of Directors has adopted a Real Estate Contract Policy; and

Whereas, the LRGPWWA now wishes to amend that policy;

Now therefore, be it resolved, the Board of Directors adopts and passes this resolution to adopt the proposed amendment to its Real Estate Contract Policy officially approved on November 3, 2010.

PASSED, APPROVED, AND ADOPTED: March 21, 2018.

Mike McMullen, Chairman

Seal:

Esperanza Holguin, Secretary

Lower Rio Grande Public Water Works Authority Site Lease Agreement

INTRODUCTION

In consideration of the mutual promises, conditions, covenants, and considerations passing between the parties hereto, it is understood and agreed by and between the parties to this Lease Agreement as follows:

Site Owner, Lower Rio Grande Public Water Works Authority (LRGPWWA), does hereby sublease unto Subtenant, FastWave.Biz, as detailed in **Exhibit D**, tower, antenna and equipment space, on an exclusive basis, at Site Owner's location, A, as described below

- A) Lower Rio Grande Public Water Works Authority site
County of Dona Ana, State of New Mexico
Latitude 32° 12' 34.1" N x Longitude: 106° 45' 45.9" W

The Tower, Building, Land, and Water Tank are collectively known as the "Site", at together with access thereto. The property to be installed and maintained by Subtenant at Subtenant's expense on Site Owner's Site is described as follows:

Equipment of Subtenant and its location on Site Owner's property and ground site as described on the diagram attached to **Exhibit A**, which shall be approved by Site Owner prior to Subtenant's installation.

Subtenant will provide their own equipment rack (or other Approved Enclosure) in which to place Subtenant's equipment, as such leased space on Site Owner's property as designated on the diagram attached to **Exhibit A**.

TERM AND RENTAL

The Initial Term of this Lease Agreement shall be for:

- A: a period of 5 year(s) commencing on _____, at a monthly rate of (See Table "Rental Rate" or "Rent"), payable in advance on or before the 10th day of each month.

- B: And/Or described by the table below:

Description	Rental Rate (Month / Year)
Site Charge	\$250 per month

This Agreement shall be automatically extended for 2 additional term(s) of 5 year(s) ("Renewal Term(s)"), upon the same terms and conditions found herein. Either party may elect not to extend this Lease Agreement as to any Renewal Term by giving written notice to other not less than 180 days prior to the expiration of the Initial Term or the expiration of any Renewal Term, as the case may be. The Initial Term together with any Renewal Terms is collectively referred to herein as the "Term". Notwithstanding anything to the contrary above, the Term shall in no event extend for any period in excess of the term of Site Owner's site ground lease or access thereto.

In the event payment due hereunder is not paid on or before the 10th day of each month Subtenant shall pay a late charge in the amount of \$3 per day.

SECURITY DEPOSIT

Subtenant agrees to deposit \$0 with Site Owner as Security Deposit at lease execution. This Security Deposit is non-refundable for the term of this Lease Agreement, and shall be security for the performance of Subtenant's obligations hereunder. Said sum may, at Site Owner's option, be applied to satisfy any such obligation which may be in default, but the making of such deposit shall not excuse Subtenant from any such obligation. Any portion of said sum, which has not been so applied by Site Owner, will be returned to Subtenant at the expiration of this Lease Agreement. The deposit shall not be refunded to the Subtenant in whole or in part if the Subtenant cancels this lease during the first year of the contract, but shall be forfeited to site owner as partial liquidated damages.

TITLE

Subtenant shall have no right, title or interest in the Site except the non-exclusive use of a portion thereof as expressly set forth in this Lease Agreement.

INVOICING

Site Owner may, as a convenience to Subtenant, furnish to Subtenant an invoice stating the amount of rental and additional charges, if any, due by Subtenant for the next succeeding rental period. Failure or omission of Site Owner to furnish to Subtenant such invoice shall not relieve the Subtenant from the requirement to make full and timely payment of rental as herein required.

ELECTRICITY

Subtenant shall not be required to provide its own electricity at the Site. If NOT, then monthly lease shall be increased \$0 to include cost of electricity.

If applicable, all permanent wiring shall be performed by licensed contractor to applicable code, and inspected by the governing body if available. Applicability will be determined jointly by LRGPPWA personnel and Subtenant, prior to work being performed. All installation and maintenance of same shall be at the sole risk and expense of the Subtenant.

PERMITS, LICENSES AND REGULATIONS

Subtenant agrees and understands that it is the Subtenant's responsibility to abide by all federal, state and local rules and regulations pertaining to the operation of the Site and of Subtenant's equipment; including without limitations, those pertaining to the installation, maintenance, height, location, use, operation, and removal of its equipment, antenna systems, and other alterations or improvements authorized herein. Subtenant agrees and understands that changes in rules and policies by agencies or

persons other than Site Owner that affect the operation or use of Subtenant's equipment and of the Site are not the Site Owner's responsibility. Subtenant hereby represents that Subtenant has obtained the necessary licenses and permits required to use said Site, or that Subtenant will obtain said licenses or permits, at Subtenant's own expense, prior to any such use.

USE

It is expressly agreed by Subtenant and Site Owner that:

Subtenant shall be responsible for proper operation of its equipment in compliance with Federal Communications Commission ("FCC") rules, and Subtenant hereby consents to the execution of agreements between Site Owner and other parties eligible to share the Site, whereby such parties may utilize and share said Site with Subtenant; and Subtenant represents that it has independently ascertained that the Site is adequate and proper for Subtenant's intended use and has entered into this Lease Agreement based solely upon said independent investigation, and not by any representation by Site Owner.

COVERAGE AND INTERFERENCE

Site Owner makes no representations concerning the distance at which useable radio signals may be transmitted and received from the Site or location thereof. Subtenant is hereby notified that the Site is subject to degradation of performance from, but not limited to, natural and man-made phenomena such as so-called "skip" interference, power line and ignition noises, intermodulation, co-channel interference, and interference from users of the same or other radio frequencies. The Site Owner is not responsible for interference due to the above or any other causes.

It is strictly required and demanded, that Subtenant satisfy, work out, and solve any interference issues with any already existing users. Subtenant shall be responsible for taking such steps as may be necessary to prevent any spurious radiation or "objectionable interference: (as hereafter defined) with the broadcasting or transmission facilities of Site Owner or other Subtenants on the Site caused by Subtenant. If Subtenant has not taken corrective measures within twenty-four (24) hours after Subtenant has been notified that its equipment is causing objectionable interference, then Site Owner may in addition to its other rights or remedies, at its discretion:

Disconnect power to Subtenant's equipment and/or take corrective action and charge Subtenant for all costs of labor and materials necessary to eliminate such interference and/or spurious radiation.

If such objectionable interference or spurious radiation cannot be reduced to levels reasonably acceptable to Site Owner, Site Owner may elect to terminate this Lease Agreement by giving Subtenant thirty (30) days written notice. Site Owner or its designated representatives shall have the sole right, initially and during the term of this Lease Agreement, to:

Determine the location of the equipment on the Site (see **EXHIBIT A**), and require Subtenant to take whatever action is necessary to eliminate objectionable interference by Subtenant's equipment with devices approved by Site Owner to minimize spurious radiation.

If Site Owner requires the equipment to be moved, Subtenant shall be responsible for any reasonable costs of moving same.

For purposes of this Lease Agreement, objectionable interference shall be deemed to exist if:

1. A determination to that effect is made by an authorized representative of the FCC, or
2. A condition exists which constitutes interference within the meaning of the provisions of the rules and regulations of the FCC at the time in effect, or
3. There is a material impairment of sound, picture, data or other transmission in any material portion of the protected service area of such activity as such area is or may be defined by the FCC at any hour during the period of operation of such activity, as compared with that which would be obtained if no other Subtenants were transmitting from the Site or had any equipment at the Site, or
4. Another user is prevented from using or having access to its equipment at reasonable and usual times to an extent to which interferes to a material degree with the operation and maintenance thereof, it being understood that a reasonable temporary interference which does not materially interfere with the operation or maintenance of said equipment and which is occasioned by the installation of new equipment by another Subtenant or by repairs to or maintenance of existing equipment of another Subtenant shall not be considered objectionable interference.

SUBTENANT'S INSTALLATION AND REMOVAL OF EQUIPMENT

Subtenant shall only install the equipment in the location (including antenna and transmission line), which has been approved by Site Owner in **EXHIBIT A**. The Subtenant agrees that the installation will be done in a neat, workmanlike manner and in compliance with all applicable laws and regulations. All costs of the installation (including repair of damages caused thereby to Site Owner's or other users equipment) will be the responsibility of the Subtenant. Any additional equipment, other than Subtenant's equipment above first referenced herein, shall only be installed at Site Owner's consent by amendment hereof. All work shall be performed by persons or service providers identified in **EXHIBIT C**.

Subtenant is required to remove all of Subtenant's equipment, including Cat 5 cable and antennas, on or before the date of termination of this Lease Agreement at Subtenant's sole risk and expense. In the event Subtenant does not timely remove its equipment, antennas and cable as herein required, Site Owner shall retain the un-removed equipment as liquidated damages. All work shall be performed by persons or service providers identified in **EXHIBIT C**

GROUNDING

Subtenant shall be required to properly ground all equipment at the uppermost location of its equipment on the tower and properly ground its coaxial or Cat 5 cable at the base of the tower and at the entrance panel. Subtenant shall be required to provide a high quality lightning protector upon entrance to the building.

PAINTING

Site Owner retains the right to paint all Cat 5 cables attached to the tower, including Subtenant's cable, as necessary. In the event Site Owner paints all cables, Subtenant agrees to pay Site Owner upon invoice for Subtenant's pro rate share of reasonable expenses incurred by Site Owner.

INSPECTION AND ACCESS

Site Owner will provide Subtenant unlimited access to Subtenant's equipment at the Site for the purposes herein agreed and for complying with any reasonable request for inspection by representatives of a governing entity. Subtenant shall have access only to its own equipment and under **no circumstances** will Subtenant gain access to other equipment located at the Site or allow anyone else access to equipment other than its own. Violation of this rule is cause **for immediate termination** of this contract.

Subtenant will provide Site Owner in writing the identity of the service company or individual who is authorized to have access to its equipment for maintenance and only those so named will be required to be admitted (See **EXHIBIT C**). Site Owner shall be afforded unlimited access to Subtenant's equipment for inspection purposes and Subtenant shall furnish Site Owner with a key to or the combination of any lock securing Subtenant's equipment.

TOWER WORK

Subtenant shall allow **ONLY** qualified and trained individuals / service companies to service antennas on the tower. All applicable safety laws apply, including OSHA and FCC. All tower climbers **MUST** have the required current and valid safety training and qualifications before climbing the tower.

The Site Owner must be notified within 24 hours if any damage occurs to any facilities, antennas, coaxial cables, wiring, etc that does not belong to subtenant.

WAIVER AND RELEASE OF LIABILITY AGREEMENT

EXPRESS ASSUMPTION OF RISK

The undersigned hereby agrees that Fastwave.biz is renting, operating or using the equipment provided by "LRGPWWA" at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities related to the rental, operation, or use of the rental equipment, and assumes all risk of injury, illness, damage or loss that might result. Signature: _____

WAIVER/RELEASE OF LIABILITY

By the execution of this Release, the undersigned agrees that Site Owner shall not be liable for any damages arising from personal injuries sustained by the undersigned as a result of any and all activities related to the rental, operation, or use of equipment provided by Site owner. The undersigned assumes full responsibility for any such injuries or damages which may occur, and further agrees that Site Owner shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that Site Owner shall not be responsible for such injuries, damages, loss or theft, **EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY "Rental Company"** whether such negligence is present at the signing of this Release or takes place in the future. This Waiver and Release does not apply to gross negligence or intentional torts by Site Owner. Initials: _____

ACKNOWLEDGMENT OF WAIVER AND RELEASE

The undersigned states that he/she has had sufficient time to review the Waiver and Release and to ask any questions associated with said Release. The undersigned further states that he/she has carefully read the foregoing Waiver and Release, knows the contents thereof, and has signed this Release as his/her own free act. The undersigned warrants that he/she is aware that he/she may rent, operate, or use equipment from another facility, but has chosen to rent, operate, or use equipment from Site Owner with the knowledge that signing this Release is a requirement for rental, operation, and use of said equipment. Initials: _____

*****READ RELEASE BEFORE SIGNING*****

RENTER _____ Date ____/____/____

SITE OWNER _____ Date ____/____/____

COORDINATION OF INSTALLATION, REPAIR, AND MAINTENANCE

In the event of the need for installation, repair or maintenance of the tower, equipment building or other common facility, or of the equipment of Subtenant or other Subtenants, and if such repair or maintenance is not of an emergency nature, then Site Owner or other Subtenants shall have the right, upon thirty (30) days notification to Subtenant, to undertake such repair or maintenance at its convenience, or to require Subtenant to do so, if the same relates to Subtenant's equipment. Site Owner and Subtenant agree to coordinate such activities in such a manner as to minimize any downtime that may be caused to Subtenant's operations, or to the operation of other Subtenants. Subtenant agrees to reduce or shut down the power of its transmitter if necessary at a coordinated time so that such installation, repair or maintenance may take place.

FAILURES AND MAINTENANCE

Subtenant is hereby notified and understands that the Site will not provide communications 100% of the time, and it will, by its very nature, fail and require maintenance from time to time without notice. Such facts have been taken into consideration by Subtenant prior to the execution of this Lease Agreement, and such failures shall not constitute nonperformance or negligence on the part of Site Owner. Site Owner is not liable or responsible for interruptions or termination of service caused by strikes, lockouts, governmental acts, acts of God or other conditions beyond its control. Any such interruption or termination of service shall not be considered as a breach of this Lease Agreement by Site Owner. Site Owner shall not be responsible for any consequential damages under any circumstances. The Subtenant at its own expense shall be totally responsible for any and all maintenance and expense and losses to its equipment due to lightning, power line surges, ground faults, excessive voltage, or any other causes including but not limited to those causes beyond control of Site Owner.

CASUALTY

If the Site becomes completely unusable due to fire or other casualty and Subtenant's equipment becomes inoperable for a period of at least sixty (60) days as a result thereof, either party may elect to

terminate this Lease Agreement upon thirty (30) days written notice to the other given prior to the completion of repairs.

As Subtenant's sole recourse or remedy for such casualty, the monthly Rent shall be abated on a per diem basis while the equipment at the Site cannot be operated due to fire or other casualty. Without limiting the foregoing, Site Owner shall not, under any circumstances, be responsible for any losses or damage to Subtenant's equipment or loss of service from Subtenant's equipment at a result of fire, theft, vandalism, lightning, loss of AC power by serving utility, loss of accessibility, power line surges, ground faults, excessive voltage, shut down of Site for necessary repairs or normal maintenance work, and any other causes. In the event of termination of this Lease Agreement, the monthly Rent shall be apportioned on a per diem basis and paid to the date of the fire or other casualty.

TERMINATION OF SITE OWNER'S RIGHTS TO SITE

In the event that any state, local or federal governmental agency causes the Site and/or its location to become unavailable, or Site Owner's Site ground lease is terminated for any reasons, Site Owner shall have the right to either (i) terminate this Lease Agreement without liability to Subtenant or (ii) subject to Subtenant's approval, make another similar Site and/or location available on the same terms, in which event the change of Site and/or location shall not affect the obligations of Subtenant.

LEASE TERMINATION

This Agreement may be terminated without further liability as follows:

By either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) days from receipt of notice, and, provided further, that any non-monetary default which cannot be cured within such sixty (60) day period shall not be a default hereunder so long as such defaulting party diligently proceeds to cure such default upon receipt of notice thereof;

By Site Owner upon one hundred eighty (180) days written notice, due to grievous and serious detrimental actions on the part of the subtenant.

As specified in **INSPECTION AND ACCESS** paragraphs

As specified in **COVERAGE AND INTERFERENCE** paragraphs

As specified in **DEFAULT** paragraphs

As specified in the **CASUALTY** paragraphs

As specified in the **TERMINATION OF SITE OWNER'S RIGHTS TO SITE** paragraphs

INSURANCE AND INDEMNITY

Site Owner provides no insurance on Subtenant's equipment. Subtenant agrees to furnish Site Owner with Certificates of Insurance certifying that Subtenant has and will maintain the below specified

insurance. Attach as **EXHIBIT B**. Further, such Certificate of Insurance will name Site Owner, and Site Owner's mortgage if requested, as an additional named insured on liability insurance with minimum coverage of:

- a. Comprehensive general liability insurance with a commercial general liability endorsement having a minimum limit of liability of \$1,000,000.00 with a combined limit for bodily injury and/or property damage for any one occurrence, and
- b. Bodily Injury and/or Death: \$500,000.00 for injury or death to any one person, and \$1,000,000.00 for all injuries and/or death sustained by more than one person in any one occurrence.

Subtenant shall name the Site Owner as an additional insured under its liability policy and require its insurance company to give at least thirty (30) days' written notice of termination or cancellation of the policy to the additional insured. A certificate of such insurance, together with such endorsement, shall be delivered to the Site Owner within thirty (30) days from the execution of this Sublease and before the expiration of any term thereof from an insurance company authorized to do business in the state in which the Property is located.

In addition, Subtenant and all of its contractors or third parties entering the Property to perform work on Subtenant's behalf shall carry insurance as set forth in a, and b above. Evidence of this insurance coverage must be provided to Site Owner prior to Subtenant or Subtenant's contractors entering the Property.

Subtenant agrees to exonerate, hold harmless, indemnify, and defend Site Owner and its representatives, successors and assigns from and against all claims, demands, rights, costs, expenses, compensation and causes of action of whatever kind and nature, including bodily and personal injuries, damage to property and the consequences thereof, resulting and to result from the use, installation, removal, maintenance or repair of Subtenant's equipment or Subtenant's employees, officers, directors, agents, owners, representatives, contractors, guests, invitees, workers, employees, successors and assigns. Subtenant hereby acknowledges and agrees that Subtenant's use of the Site is at Subtenant's own risk, and Subtenant hereby releases Site Owner, Site Owner's agents, employees and contractors from all claims.

Subtenant's indemnity obligation to Site Owner as set forth herein shall include litigation expenses, court costs and reasonable attorney's fees incurred by Site Owner subsequent to the first written demand notice that any claim or demand is made. The provisions of this paragraph shall survive the termination of this Lease Agreement with respect to any damage, injury or death occurring before such termination.

HAZARDOUS MATERIALS

Subtenant represents to Site Owner, as part of the considerations recited herein, that no part of the leased premises shall be used by Subtenant for the disposal, storage, treatment, processing, manufacturing, or other handling of any hazardous wastes, hazardous substances, asbestos, or other materials (collectively, the foregoing are referred to herein as 'Hazardous Materials') deemed hazardous or otherwise subject to any federal, state, county, or municipal laws, statutes, codes, rules, regulation, or ordinances pertaining to the use, handling, release, disposal, storage, treatment, processing or manufacturing of such Hazardous Materials or similar materials and substances (collectively, all such laws, etc are referred to herein as "Environmental Laws").

Subtenant expressly acknowledges and agrees that in the event any such contamination by Hazardous Materials shall hereafter occur, or shall hereafter be determined to have occurred, arising out of or resulting from Subtenant's occupancy, at, upon, or from the leased premises, such occurrence of contamination shall be deemed, at Site Owners option, to constitute a default under this Lease Agreement.

DEFAULT

In the event of Subtenant's default in the payment of Rent or in the Subtenant's failure to comply with any other material provision of this Lease Agreement, Site Owner may, at its option:

1. Terminate this Lease Agreement without affecting its right to sue for all rent due or to become due and any other damages to which the Site Owner may be entitled, and/or
2. Disconnect some or all of the Subtenant's equipment or otherwise prevent its use until all defaults are cured (without any liability therefore or reduction in monthly Rent), and/or
3. In addition, be entitled to all other rights and remedies to which it is permitted under law or in equity. Should Site Owner be entitled to collect Rent or damages and be forced to do so through its attorney or by some other legal procedures, Site Owner shall be entitled to its reasonable costs and attorney's fees thereby incurred.

After any disconnection of Subtenant's equipment, Subtenant shall be required to pay a reconnection fee of Two Hundred Fifty Dollars (\$250.00) prior to reconnection of Subtenants equipment.

ASSIGNMENT

Subtenant may assign, sell, or transfer its rights under this contract to any other entity upon written approval of the Site Owner.

SUBLEASING

Subtenant may not sublet, sublease, or rent any portion of its space or its rights to any other entity under this agreement. Any and all such subleasing shall be the sole right of the Site Owner.

SALE OR TRANSFER OF SITE

If Site Owner sells or transfers the Site, Subtenant's lease (or any successor who transfers its interest) shall, upon consummation of the sale or transfer, continue without change in fee structure and remaining duration.

ESTOPPEL

Subtenant shall at any time upon ten (10) days' prior written notice from Site Owner execute, acknowledge and deliver to Site Owner a statement in writing:

Certifying that this Lease Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification), and the date to which the Rent and other charges are paid in advance, if any.

Acknowledging that there are not, to Subtenants' knowledge, any uncured defaults on the part of Subtenant hereunder, or specifying such defaults if any are claimed, and
Setting forth any prepaid Rent.

Any such statement may be conclusively relied upon by any prospective purchaser, investor, other subtenant, user, or encumbrance of the Site.

NOTICES

Any notice, communication, request, demand, reply or advice (severally and collectively referred to as 'Notice' in this Lease Agreement) required or permitted to be given, made, or accepted must be in writing. Notice may, unless otherwise provided herein, be given or served:

1. by depositing the same in the United States Mail, postage and fees prepaid, registered or certified, and addressed to the party to be notified, with return receipt requested,
2. By delivering the same to each party, or an agent of such party, in person or by commercial courier or
3. By regular mail, facsimile transmission, telegram, or other commercially reasonable means addressed to the party to be notified. Notice sent by registered or certified mail in the manner herein-above described shall be effective from and after the expiration of three (3) days after such deposit or as of earlier actual receipt.

Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of Notice, the address of the Site Owner shall be:

Business Name: _____

Address: _____

Phone: _____ Fax: _____

For the purposes of Notice, the address of the Lessor shall be:

Fastwave.biz
555 S Miranda St.
Las Cruces, NM 88005
(575) 521-3000 Voice

_____ Fax

GENERAL PROVISIONS

The undersigned certifies that he has read and understands all of the terms and conditions of this Lease Agreement, and each party acknowledges receipt of a true copy hereof at the time of execution. All of the terms and conditions hereof are part of this Lease Agreement, and there are no express or implied warranties, modifications, or performance guarantees other than those expressly stated herein. The parties hereto agree that no subsequent modification, warranty, or waiver shall become valid until and unless it is reduced to writing, and executed by Subtenant and Site Owner.

ATTORNMMENT

In the event a third party acquires title to the Site, including by foreclosure or by acceptance of a conveyance in lieu of foreclosure of a lien, Subtenant will automatically become the Subtenant of such successor in interest without change in the terms or other provisions of this Lease Agreement: provided, however, that such successor in interest shall not be bound by any payment of rent in advance other than in accordance with the terms of this Lease Agreement.

AUTHORITY

Any individual signing this Lease Agreement on behalf of an entity represents and warrants that he has full authority to do so.

COUNTERPARTS

This Lease Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument, and all of which together shall constitute one and the same instrument. This Lease Agreement shall become operative when each party has executed at least one counterpart hereof.

MISCELLANEOUS PROVISIONS

Time is of the essence in this Lease Agreement. The waiver of any term, provision, or any default shall not constitute the waiver of any other term, provision, or default. This Lease Agreement is made, and is to be performed at the office of the Site Owner, or at another mutually agreeable location. This Lease Agreement shall be governed by the laws of the State of New Mexico. If any part of this Lease Agreement shall be adjudged contrary to law, the remaining provisions hereof shall remain in full force and effect.

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

SITE OWNER: LRGPPWA

By: _____

Title: _____

SUBTENANT: Fastwave.biz

By: _____

Title: _____

EXHIBIT A - Approved Equipment and Location

1. FastWave.Biz owned Tower on South-East side of LRGPWWA owned Water Tank.
2. Equipment on tower not to exceed maximum wind load capacity.
3. Outdoor enclosure suitable for housing networking equipment attached at base of tower.
4. Anti-Climb attached to tower.

EXHIBIT B: Proof of Insurance

Ensure that Subtenant name the Site Owner as an additional insured under its liability policy. Attach a proof of sufficient and current insurance here:

EXHIBIT C: AUTHORIZED PERSONNEL

The following persons are authorized to gain entrance to / work at the Site for installation, maintenance, and repair.

If a non-specified group from your agency will be accessing the site, such as a technician from a pool of technicians, simply write "Authorized Personnel from xyz agency" in the first blank, along with the address of the agency and the contact phone number for emergencies or routine queries.

SITE ACCESS:

Person / Entity #1: Authorized Personnel from FastWave.Biz

Address: 555 South Miranda Street, Las Cruces, NM 88005

Phone: 575.521.3000

TOWER ACCESS:

Person / Entity #1: Authorized Personnel from FastWave.Biz

Address: 555 South Miranda Street, Las Cruces, NM 88005

Phone: 575.521.3000

EXHIBIT D - BUSINESS INFORMATION

If requested, please provide the following information. All information will remain strictly confidential.

Name of Business: Megahertz Computer Consulting, Inc. dba FastWave.Biz

Address: 555 South Miranda Street

City / State: Las Cruces, NM

Zip code: 88005

Type of Business: Wireless Internet Service Provider

Years in operation: 30 Years

State in which business is organized: New Mexico

Type of organization: Corporation

Business License Number: 14639

BANKING REFERENCE

Bank _____ Account # _____

I _____ authorize _____ of LRGPWWA to check the above account at the above bank to ensure that the above company is financially stable and able to pay all bills in a timely manner.

ADDITIONAL INFORMATION

HIGH VALLEY MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION

&

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

MERGER PLAN

**Adopted March 22, 2018 by High Valley Mutual Domestic Water Consumers
Association Board of Directors by Joint Resolution**

**Adopted March 21, 2018 by Lower Rio Grande Public Water Works Authority Board
of Directors by Joint Resolution**

JOINT RESOLUTION NUMBER FY2018-01
OF
HIGH VALLEY MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION BOARD OF DIRECTORS
AND
JOINT RESOLUTION NUMBER _____
OF
LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY BOARD OF DIRECTORS

APPROVING THE MERGER PLAN

WHEREAS, a majority of a quorum of the membership of High Valley Mutual Domestic Water Consumers Association ("Association"), on Membership Meeting Date, 2018, voted to approve the merger of their Association, including assets and liabilities and water rights, into the Lower Rio Grande Public Water Works Authority ("Authority") as the successor entity; and

WHEREAS, the Board of Directors of the Lower Rio Grande Public Water Works Authority adopted this Resolution approving and accepting the merger plan on March 21, 2018, and the Board of Directors of the High Valley Mutual Domestic Water Consumers Association adopted this Resolution approving and accepting the merger plan on March 22, 2018; and

WHEREAS, the Sanitary Projects Act, Section 3-29-20.1 NMSA 1978, in providing for the merger of two or more Associations, requires that the Board of Directors of each entity approve a Plan of Merger; and

WHEREAS, NMSA 1978 73-26-1, the legislation creating the Authority, requires that all functions, appropriations, money, records, equipment, and all personal property and real property, including water rights, easements, permits, and infrastructure, as well as all encumbrances, debts, and liabilities, pertaining to or owned by the merging entities shall be transferred to the Authority;

BE IT THEREFORE RESOLVED, that the following PLAN OF MERGER is hereby adopted as follows:

I. Names of Entities to Merge:

A. The High Valley Mutual Domestic Water Consumers Association, whose membership has approved a merger (herein after called the "Association"), located Doña Ana County, New Mexico.

B. The Lower Rio Grande Public Water Works Authority whose board of directors has approved a merger, located in Doña Ana County, New Mexico.

II. Terms and Conditions of Merger:

Upon approval and acceptance by the Lower Rio Grande Public Water Works Authority (herein after called the "Authority"), the merging Association will immediately commence the process of merger into the Authority. Conditions include but are not limited to the following

A. Transition of Membership Accounts to the Authority:

1. All members/customers of the merging association shall continue to receive service and are entitled to representation in the governance of the Authority.

2. The Association will provide the Authority, the most current list of all customer/member accounts with all contact information, identifying the following:

- a) Voting Members
- b) Active users
- c) Non-active users
- d) Non-residential accounts: commercial, institutions, churches
- e) A waiting list, if applicable
- f) A list of any suspected connections that are connected illegally to its system
- g) A Delinquent Accounts list, to include, the amount due and time of arrears in increments of 30, 60, days and those over 120 days.

B. Provide a list of current board members, positions/officers, term, and expiration of term.

1. The Association shall provide an organizational chart and a list of employees.

2. The Association and the Authority will develop a plan for joint use of staff, to facilitate the transfer and retention of employees transitioning from one public employer to another.

3. A current list of employees will be provided by the Association.

4. The Authority and Association will develop an employee transfer and retention plan. Employee transfer and retention shall be based on the need of the Authority for that position and the employee eligibility and qualification.

5. All transferred employees shall become employees of the Authority and shall be subject to its Personnel Policies and Procedures.

C. Upon the transfer of employment, the Association shall provide the Authority with employment records of each employee transferred. Time in service with the Association shall count as time in service with the Authority.

D. The Association's assets must be transferred or assigned including infrastructure and non-infrastructure items such as real property/buildings/land, office equipment, tools/vehicles/machinery will be listed as follows: Real property will be transferred by Warranty Deed, and all easements, rights-of-way, permits, and all other property by Quit Claim Deed

1. The Authority's Asset Management Plan shall be amended to include all of the Association's assets and infrastructure and their current condition, present value and replacement value.

2. The Authority is responsible for integrating the Association's Asset Management Plan.

3. Transfer of Real Property:

- a) The Association shall initiate a title search and provide a current list of real property and a list of permits, licenses, easements, leases, and rights of way to the Authority.
- b) The Authority shall assist the Association in developing the documents necessary for the transfers.
- 4. Transfer of Office Equipment:
 - a) The Association shall provide a current list of office equipment to Authority.
 - b) The Authority shall assist the Association in developing the documents necessary for the transfer.
- 5. Transfer of Tools/Vehicles/Machinery:
 - a) The Association shall provide a current list of tools/vehicles/machinery to Authority.
- 6. The Authority shall assist the Association in developing the documents necessary for the transfers.
- 7. The Association shall transfer its business records to the Authority
- E. The Association shall complete a financial plan prior to the merger to include an annual budget, reserves, rates, an income and equity statement, balance sheet, and a comprehensive list of liabilities and assets.
- F. Existing public/agency funding and debt issued in the name of the Association shall be transferred and assigned to the Authority in accordance with agency/bank procedures.
- G. All bank account balances and monies of the Association shall be transferred and assigned to the Authority. However, monies in reserve funds dedicated to specific employee accounts that cannot be assumed by the Authority shall be retained until transferred out of the merging Association's control.
- H. The Association shall change the ownership of its individual water rights to the Authority according to the regulations of the Office of the State Engineer. The Forty (40 Yr.) Year Water Plan for the Authority shall be modified accordingly.
- I. The interconnection of water lines and other infrastructure of the Association with the Authority shall be based on feasibility and the ability to protect public health.
- J. The Association, in partnership with the Authority, shall keep its members informed of the transition process.

III. Manner and Basis for Assuming Obligations

- A. Until the Authority assumes governance over the Association, the Association shall:
 - 1. Continue to govern under their existing Articles, Bylaws, Rules and Regulations, policies and procedures including budget, rates, fees, reserve funds;
 - 2. Manage personnel;
 - 3. Manage and operate all system infrastructures;
 - 4. Comply with applicable state and federal requirements; and

5. Prepare for the merger of its Association into the Authority. The merger of the Association into the Authority shall include:
- a) Develop and approve a Merger Plan;
 - b) Provide notification to its members, regulatory and funding agencies, and other affected parties;
 - c) Appoint one designated and one alternate board member to the Authority's Board of Director until elections are held; and
 - d) Existing Association Board Members who are not appointed to the Authority's Board shall constitute and serve the remainder of their terms as the Authority's Community Advisory Group.

B. Once the Authority assumes governance over the Association, it shall:

- 1. Assume management, operation, and maintenance of the business of the Association;
- 2. Commence redistricting in order to provide all members with equal representation on the Authority Board of Directors.

The signatories hereto agree and acknowledge that this Plan of Merger was negotiated and developed jointly. IN WITNESS WHEREOF, the parties hereto have set their hands and seals by their duly authorized officers, agents or representatives, effective as of the date and year written below.

THE BOARD OF THE HIGH VALLEY MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION

By:

Seal:

Lars Oberle , President

March 22, 2018
Date

Attest:

Henry Torres, Secretary/Treasurer

March 22, 2018
Date

THE BOARD OF THE LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

By:

Seal:

Mike McMullen Chairman

March 21, 2018
Date

Attest:

Esperanza Holguin, Secretary

March 21, 2018
Date



www.lrgauthority.org

LOWER RIO GRANDE

Public Water Works Authority

Resolution #FY2018-15

Approving Disposal of Property

Whereas, the Lower Rio Grande Public Water Works Authority Board of Directors Property Disposal Committee has recommended disposal of property described in the attached Property Disposition Committee minutes; and

Whereas, the LRGPWWA Board of Directors hereby approves the committee recommendation;

Now therefore, be it resolved, the Board of Directors adopts and passes this resolution to approve the Property Disposal Committee recommendation and authorizes the General Manager to carry out the disposal of property described in the committee minutes.

PASSED, APPROVED, AND ADOPTED: March 21, 2018.

Mike McMullen, Chairman

Seal:

Esperanza Holguin, Secretary