



LOWER RIO GRANDE
Public Water Works Authority

PO Box 2646 Anthony, New Mexico 88021 (575) 233-5742

www.LRGauthority.org

Sign In Sheet

Page 1 of 1

Date:

7/20/20

Time:

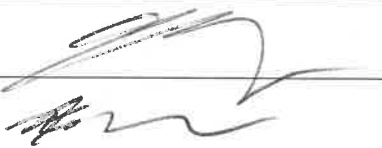






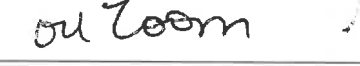


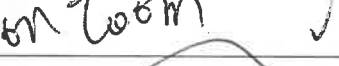


9:00

Places:

La Mesa

Event:

Board Mtg

SIGNATURE	Print Name, Title, Company	Phone Number	Email Address
	Martin Lopez LRG General Manager	575-233-5742 Ext. 1004	martin.lopez@lrgauthority.org
	Karen Nichols LRG Projects Manager	575-233-5742 Ext. 1018	karen.nichols@lrgauthority.org
	Patricia Charles LRG Projects Special.	575-233-5742 Ext. 1021	patty.charles@lrgauthority.org
	Kathi Jackson LRG Finance Manager	575-233-5742 Ext. 1005	kathi.jackson@lrgauthority.org
	John Schroder LRG Accounting Assistant	575-233-5742 Ext. 1006	john.schroder@lrgauthority.org
	Mike Lopez LRG Operations Manager	575-233-5742 Ext. 1011	mike.lopez@lrgauthority.org
 on Zoom ✓	Espy Holguin LRG Board Chair	575-644-9543	Espy.holguin@lrgauthority.org
 on Zoom ✓	Furman Smith LRG Board Vice Chair	575-382-5982	furman.smith@lrgauthority.org
 on Zoom ✓	Joe Evaro LRG Board Secretary	575-618-0182	joe.evaro@lrgauthority.org
 on Zoom ✓	Paul Smith LRG Board Director	505-710-4671	paul.smith@lrgauthority.org
 on Zoom ✓	Glory Juarez LRG Board Director	575-494-2750	glory.juarez@lrgauthority.org
	Josh Smith LRG Attorney	575-528-0500	
 Tyler Hopkins Borham Huston	Marty Howell ^{Sauder Miller} & Assoc.		

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

Draft Minutes — REGULAR BOARD OF DIRECTORS MEETING

9:00 a.m. Wednesday, July 20, 2022 AT THE LA MESA OFFICE & ONLINE VIA ZOOM

Contact us at 575-233-5742 or board@LRGauthority.org for information, assistance, online meeting link, or to subscribe to email board meeting reminders. Email the board address or dial extension 1021 or 1018 and leave a message if requesting phone or log-in information for online meetings. Agendas are final 72 hours prior to the meeting and may be obtained at any LRGPWWA Office or at www.LRGauthority.org/noticesavisos.html

- I. **Call to Order, Roll Call to Establish Quorum:** Board Chair called the meeting to order at 9:20 a.m. Mr. P. Smith representing District #1 was present via Zoom, District #2 is vacant, Mr. Evaro representing District #3 was present, Mrs. Holguin representing District #4 was present via Zoom, District #5 is vacant, Mrs. Juarez representing District #6 was present via Zoom, Mr. F. Smith representing District #7 was present via Zoom. Staff members present were General Manager Martin Lopez, Projects Manager Karen Nichols, Projects Specialist Patricia Charles, Finance Manager Kathi Jackson, Accounting Assistant John Schroder and Operations Manager Mike Lopez. Guests present Marty Howell from Souder, Miller & Associates and Tyler Hopkins from Bohannon Huston.
- II. **Pledge of Allegiance:** The pledge of allegiance was led by General Manager Martin Lopez
- III. **Motion to approve Agenda:** Mr. F Smith made the motion to approve the agenda and Mr. P Smith seconded the motion, the motion passed with all in favor.
- IV. **Approval of Minutes: Motion to approve the minutes for: Regular Board Meeting on June 15, 2022 and Special Board Meeting on July 6, 2022.** Mr. Evaro made the motion to approve the minutes for June 15 and July 6, 2022. Mr. F Smith seconded the motion, the motion passed with all in favor.
- V. **Presentations: Staff Recognition for 5 years of service – Patricia Charles, Projects Specialist** Mr. Lopez presented Ms. Charles with a 5-year plaque and thanked her for her service.
- VI. **Public Input:** none
- VII. **Managers' Reports:**
 - A. **General Manager:** Mr. Lopez provided a written report and stood for questions. There was a break-in at the East Mesa Office. They spray painted the security camera, turned off the power and broke the handle on the front door. Added additional lighting, padlocked the breaker boxes and will install an additional security camera. We have had continued issues with our Information Technology (IT) Network. New servers are in place and a separate Gateway to the La Mesa Office. Rincon Water has reorganized into a Mutual Domestic and membership will be meeting today and voting to merge into LRGPWWA. Two employees have submitted their resignations. Mr. Lopez wanted to thank Ms. Nichols staff (Angie Meza & Patricia Charles) for assisting the Finance Dept. with Credit Card payments. He also thanked Mike Lopez and his staff for handling the additional work due to staff shortage.
 - B. **Finance:** Ms. Jackson provided a written report and stood for questions. Revenues for the end of June 2022 \$420,165.07 and expenses were \$321,209.59 with a surplus of \$98,955.48 which we

already have plans for. Year to date revenue was \$4,105,351.51 and Year to date expenses were \$3,775,899.78

- C. Projects:** Ms. Nichols provided a written report and stood for questions. Mr. P Smith asked about the progress of the new office building. Ms. Nichols said the building construction is at a stand still and has been for quite a while now. The contractor changed manufactures for the modular building, which is the office building. The Architect has requested references, examples of projects and drawings be submitted for review. That has not been done yet, the representative of the Manufacturer had an operation and has not been able to send the information needed. Ms. Nichols said these delays have moved the completion date from this September to June 2023, but she thinks it will be more likely August or September 2023. Some other items on the list that caused delays were a gas line that needed to be moved and was finally moved. An electric pole needed to be moved and has not been done yet. Mr. P Smith asked if there was anyway of changing the Manufacturer, Ms. Nichols said that was up to the Contractor. Mrs. Holguin said she has contacted Mr. Dan Aguirre at Wilson & Company about the delays and said they will look into it and call her back. At which time Mrs. Holguin will contact Ms. Nichols.
- D. Operations:** Mr. Lopez provided a written report and stood for questions. He has sent out the Sewer 2nd Quarter report that he generates for the Wetlands. If he sends a total of 4 quarters with good results, then the well monitoring can be shut down. Lightning took out the level transmitter for lift station #1 it will have to be replaced at a cost of \$1,700.00. The lightning also caused problems with Well #6. We produced 1.75 million gallons less than same time last year.

VIII. Unfinished Business: none

IX. New Business

- A. Motion to adopt Resolution FY2023-01 Authorizing Application to NMFA Local Government Planning Fund for a Water Asset Management Plan:** Mr. P Smith made the motion to adopt resolution FY2023-01 authorizing application to NMFA Local Government Planning Fund for a Water Asset Management Plan. Mrs. Juarez seconded the motion, the motion passed with all in favor.
- B. Motion to adopt Resolution FY2023-02 Authorizing Application to NMFA Local Government Planning Fund for a Wastewater Asset Management Plan:** Mrs. Juarez made the motion to adopt resolution FY2023-02 authorizing application to NMFA Local Government Planning Fund for a Wastewater Asset Management Plan. Mr. F Smith seconded the motion, the motion passed with all in favor.
- C. Motion to adopt Resolution FY2023-03 Authorizing FY-2023 membership in the South-Central Council of Governments and appointing a delegate and an alternate:** Mrs. Holguin said in the past Ms. Jackson was the designated representative and Mrs. Holguin the alternate. The meetings are held every three months and are at different communities. The most recent meeting was held in Socorro. She would like to ask Ms. Jackson if she would be willing to remain the designated representative. Ms. Jackson graciously accepted to continue to service. Mrs. Holguin said if none

of the other board members will volunteer to service then she will remain the alternate. Mr. P Smith made the motion to adopt resolution FY2023-03 authorizing FY-2023 membership in the South-Central Council of Governments and appointing a delegate and an alternate. Mr. F Smith seconded the motion, the motion passed with Mrs. Juarez abstaining from the vote.

- D. Motion to adopt Resolution FY2023-04 Approving and Adopting 4th Quarter FY2022 Budget:** Mrs. Juarez made the motion to adopt resolution FY2023-04 approving & adopting 4th qtr. FY2022 budget. Mr. F Smith seconded the motion, the motion passed with all in favor.
- E. Motion to adopt Resolution FY2023-06 Approving and Adopting Budget Adjustments for 4th Quarter FY2022:** Mr. P Smith made the motion to adopt resolution FY2023-06 approving & adopting budget adjustments for 4th qtr. FY2022. Mrs. Juarez seconded the motion, the motion passed with all in favor.
- F. Motion to adopt Resolution FY2023-05 Approving and Adopting FY2023 Budget:** Mrs. Juarez made the motion to adopt resolution FY2023-05 approving & adopting FY2023 budget. Mr. F Smith seconded the motion, the motion passed with all in favor.
- G. Motion to authorize the General Manager to approve staff per diem pertaining to training, meetings, etc., for FY2023 within the approved budget:** Mrs. Juarez made the motion to authorize the General Manager to approve staff per diem for training and meetings, etc. for FY2023. Mr. F Smith seconded the motion, the motion passed with all in favor.
- H. Motion to approve On-Call Engineering Agreement with Souder Miller & Associates:** Mrs. Juarez made the motion to approve On-Call Engineering Agreement with Souder Miller & Associates. Mr. Evaro seconded the motion, the motion passed with all in favor.
- X. Other discussion and agenda items for next meeting at 9:00 a.m. Wednesday, August 17, 2022 at our La Mesa Office and via Zoom.**
 - A.** Have any Board Members participated in training? If so, please give us a copy of your certificate
 - B.** Recognition of two staff members for years of service
 - C.** Joint Resolution for Merger Plan with Rincon MDWA
 - D.** Motion to approve Engineering Agreement for East Mesa Phase I Water System Improvements Project Construction Phase Services
- XI. Motion to Adjourn:** Mr. F Smith made the motion to adjourn the board meeting at 10:05 a.m. Mr. P Smith seconded the motion, the motion passed with all in favor.

These minutes will be presented to the board for approval on the 17th Day of June, 2022 at a regular meeting of the Board of Directors:

SEAL:

Esperanza Holguin, Board Chair

Attest:

Joe Evaro, Secretary

DRAFT

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

Meeting Notice & Agenda—REGULAR BOARD OF DIRECTORS MEETING

9:00 a.m. Wednesday, July 20, 2022 AT THE LA MESA OFFICE & ONLINE VIA ZOOM

Contact us at 575-233-5742 or board@LRGauthority.org for information, assistance, online meeting link, or to subscribe to email board meeting reminders. Email the board address or dial extension 1021 or 1018 and leave a message if requesting phone or log-in information for online meetings. Agendas are final 72 hours prior to the meeting and may be obtained at any LRGPWWA Office or at www.LRGauthority.org/noticesavisos.html

- I.** Call to Order, Roll Call to Establish Quorum: Mr. P. Smith _____ (District #1), Vacant (District #2), Mr. Evaro _____ (District #3), Mrs. Holguin _____ (District #4), Vacant (District # 5), Mrs. Juarez _____ (District #6), Mr. F. Smith _____ (District #7)
- II.** Pledge of Allegiance
- III.** Motion to approve Agenda
- IV.** Approval of Minutes: Motion to approve the minutes for
 - A.** Regular Board Meeting on June 15, 2022
 - B.** Special Board Meeting on July 6, 2022
- V.** Presentations:
 - A.** Staff Recognition for 5 years of service – Patricia Charles, Projects Specialist
- VI.** Public Input: 3 minutes per person
- VII.** Managers' Reports
 - A.** General Manager
 - B.** Finance
 - C.** Projects
 - D.** Operations
- VIII.** Unfinished Business
- IX.** New Business
 - A.** Motion to adopt Resolution FY2023-01 Authorizing Application to NMFA Local Government Planning Fund for a Water Asset Management Plan
 - B.** Motion to adopt Resolution FY2023-02 Authorizing Application to NMFA Local Government Planning Fund for a Wastewater Asset Management Plan
 - C.** Motion to adopt Resolution FY2023-03 Authorizing FY-2023 membership in the South-Central Council of Governments and appointing a delegate and an alternate
 - D.** Motion to adopt Resolution FY2023-04 Approving and Adopting 4th Quarter FY2022 Budget

- E.** Motion to adopt Resolution FY2023-06 Approving and Adopting Budget Adjustments for 4th Quarter FY2022
 - F.** Motion to adopt Resolution FY2023-05 Approving and Adopting FY2023 Budget
 - G.** Motion to authorize the General Manager to approve staff per diem pertaining to training, meetings, etc., for FY2023 within the approved budget
 - H.** Motion to approve On-Call Engineering Agreement with Souder Miller & Associates
- X.** Other discussion and agenda items for next meeting at 9:00 a.m. Wednesday, August 17, 2022 at our La Mesa Office and via Zoom.
- A.** Have any Board Members participated in training? If so, please give us a copy of your certificate
 - B.** Recognition of two staff members for years of service
 - C.** Joint Resolution for Merger Plan with Rincon MDWA
 - D.** Motion to approve Engineering Agreement with Daniel B. Stephens & Associates for East Mesa Phase I Water System Improvements Project Construction Phase Services
- XI.** Motion to 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

Minutes —REGULAR BOARD OF DIRECTORS MEETING

9:00 a.m. Wednesday, June 15, 2022 AT THE LA MESA OFFICE & ONLINE VIA ZOOM

Contact us at 575-233-5742 or board@LRGauthority.org for information, assistance, online meeting link, or to subscribe to email board meeting reminders. Email the board address or dial extension 1021 or 1018 and leave a message if requesting phone or log-in information for online meetings. Agendas are final 72 hours prior to the meeting and may be obtained at any LRGPWVA Office or at www.LRGauthority.org/noticesavisos.html

- I. **Call to Order, Roll Call to Establish Quorum:** Board Chair called the meeting to order at 9:18 a.m. Mr. P. Smith representing District #1 was present at 9:40 am via Zoom, District #2 is vacant, Mr. Evaro representing District #3 was present, Mrs. Holguin representing District #4 was present, District # 5 is vacant, Mrs. Juarez representing District #6 was present, Mr. F. Smith representing District #7 was present at 9:20 a.m. via Zoom. Staff members present were General Manager Martin Lopez, Projects Manager Karen Nichols, Projects Specialist Patricia Charles, Kathi Jackson Finance Manager, Accounting Assistant John Schroder and Operations Manager Mike Lopez. Guests present via Zoom were Tiffany Goolsby with SCCOG and Tyler Hopkins with Bohannon Huston Inc.
- II. **Pledge of Allegiance:** The pledge of allegiance was led by General Manager Martin Lopez
- III. **Motion to approve Agenda:** Mrs. Juarez made the motion to approve the agenda and Mr. Evaro seconded the motion, the motion passed with all in favor.
- IV. **Approval of Minutes: Motion to approve the minutes for Regular Board Meeting on May 18, 2022:** Mrs. Juarez made the motion to approve the minutes for Regular Board Meeting on May 18, 2022. Mr. Evaro seconded the motion, the motion passed with all in favor.
- V. **Presentations: Infrastructure Capital Improvements Plan for 2024-2028:** Ms. Goolsby from SCCG said this plan is for 2024-2028 it starts July 2023. The deadline to adopt and submit is July 15, 2022. Ms. Nichols thanks Ms. Goolsby for all her work on the ICIP. The plan has not changed much the South Valley & East Mesa Water System improvement projects are the first two on the list. Third is the Central Operations Facility, which is under construction. We will need additional funding for items that were not covered by the funding available. Fourth is the Brazito Sewer Project we will be looking for additional funding on this project too. Fifth is Contamination Removal Facilities & Equipment. We will be moving some equipment from Valle De Rio to the well at Desert Sands for treatment of water. #6 is Information Technology Standardization. #7 is Looping Project, #8 is 40-year Water Plan Update, #9 is Water Rights Purchase, #10 is Heavy Equipment Purchase, #11 is Water Master Plan, #12 is Light Equipment Purchase, #13 is Water Line Extensions to Unserved Areas and #14 is Green Projects. Ms. Nichols said that we were unable to hold public input meetings for the ICIP due to the deadline being moved up from mid-September to mid-July. The board needs to adopt the plan immediately because Ms. Goolsby already had a vacation scheduled in July and needs to submit the ICIP and board resolution prior to the July board meeting.
- A. **Public Comment for ICIP:** Ms. Nichols asked if there was anyone in attendance who wanted to provide public comment for the ICIP. There was no one from the public in attendance to provide public comment for the ICIP.

VI. Public Input: None

VII. Managers' Reports

- A. General Manager:** Mr. Lopez provided a written report and stood for questions. Water Audit data has been submitted to Environment Department (DWB) along with current user rate information. Attorney is working on submitting the Combine and Commingle application for Brazito & South Valley water rights. Two BLM Permits are in the process of being submitted renewal of DP 915 (Organ Lagoons) has been submitted to the Environment Department (GWB). One employee had resigned and the day before our board meeting an additional employee gave his resignation.
- B. Operations:** Mr. Lopez provided a written report and stood for questions. All CCR's for the East Mesa, South Valley, High Valley, Valle Del Rio, Alto De las Flores and Talavera are complete and approved by NMED. They went out earlier that last year. Water production was 56.85 million gallons very close to the amount same time last year of 57.68 million gallons.
- C. Finance:** Ms. Jackson provided a written report and stood for question. Revenues for period ending May 31, 2022 were \$318,089.47 we exceeded our budget in revenue and we still have a month to go. Expenses were \$282,155.28 which is still under budget for the year, so we had a surplus. Mrs. Holguin said she appreciates the reports provided by the finance department they are easy to ready.
- D. Projects:** Ms. Nichols provided a written report and stood for questions. Several Projects are under construction currently. Mrs. Holguin said she got a couple of calls regarding the progress of the new office building. They wanted to know when it would open and why it was taking so long. Ms. Nichols said there is a large amount of earth work that has been done. Mr. Mike Lopez said the metal for one of the buildings has to be made in the USA. Ms. Nichols said we are going to have a newsletter going out soon to include Project updates, CCR information and Rate increase information.

VIII. Unfinished Business: None

IX. New Business

- A. Motion to adopt Resolution #FY2022-19 Adopting an ICIP for FY2024-2028:** Mrs. Juarez made the motion to adopt Resolution #FY2022-19 adopting an ICIP for FY2024-2028. Mr. Evaro seconded the motion, the motion passed with all in favor. Mr. P. Smith attended the meeting at 9:40 via Zoom Meetings.
- B. Motion to adopt Resolution #FY2022-20 Open Meetings Act (which includes the Board of Directors Regular Board Meeting Schedule):** Ms. Nichols and Ms. Charles worked on updating the Open Meetings Act resolution with the latest information. The schedule for the meetings includes 3 meetings out of the total 12 being held at the East Mesa Office. East Mesa customers are ¼ of our total customers, so ¼ of the meeting (3 meetings) will be held at the East Mesa Office. Ms. Charles indicated that the November and December meetings will be held on the second Wednesday due

to the holidays. Mrs. Juarez made the motion to adopt Resolution #FY2022-20 Open Meetings Act. Mr. Evaro seconded the motion, the motion passed with all in favor.

C. Motion to authorize Chair to transfer a 50x50' property in Berino from the Berino MDWC & MSWA to the Lower Rio Grande Public Water Works Authority: Mr. Lopez said that USDA is requiring us to get surveys for properties in order to get the Funding closing for Berino Well Project and Mesquite Brazito Sewer Project. As part of the research that was done, we found that the original Berino well site a 50 x 50 property was not transferred from Berino MDWC & MSWA to the LRGPWWA along with the larger parcel around this site, which was previously transferred. Mrs. Juarez made the motion to authorize Chair to transfer a 50 x 50' property in Berino from the Berino MDWC & MSWA to the LRGPWWA. Mr. Evaro seconded the motion, the motion passed with all in favor.

D. Motion to adopt Resolution #FY2022-21 Adopting Interim Budget for FY2023: Ms. Jackson she took last years budget and added a 5% increase to this one. Mr. Lopez said we are looking at Planning Grants for cleaning and inspection of our tanks and Planning Grants for Organ & Mesquite system upgrades. As well as items identified as needed by the Water Audit. Mrs. Juarez made the motion to adopt Resolution #FY2022-21 adopting Interim Budget for FY2023. Mr. Evaro seconded the motion, the motion passed with all in favor.

E. Motion to approve On-Call Engineering Services Agreement with Bohannon Huston, Inc.: Ms. Nichols said this is one of 2 On-Call Engineering Service Agreements we awarded. We do not have the agreement for the other Firm yet. Any work done will be done by Task Orders. Mr. Hopkins said it was a pleasure to work with LRGPWWA for the past 4-5 years. Thank everyone for the opportunity to continue to work with LRGPWWA. Mrs. Juarez made the motion to approve On-Call Engineering Service Agreement with Bohannon Huston, Inc. Mr. Evaro seconded the motion, the motion passed with all in favor.

X. Other discussion and agenda items for next meeting at 9:00 a.m. Wednesday, July 20, 2022 at the La Mesa Office.

A. Have any Board Members participated in training? If so, please give us a copy of your certificate

B. Motion to adopt Resolution Adopting 4th Quarter Budget

C. Motion to adopt Resolution Adopting Budget Adjustments

D. Motion to adopt Resolution Approving and Adopting the Final Budget for FY-2022

XI. Motion to Adjourn: Mr. Evaro made the motion to adjourn the board meeting at 10:10 a.m. Mrs. Juarez seconded the motion, the motion passed with all in favor.

These minutes will be presented to the board for approval on the 20th Day of July, 2022 at a regular meeting of the Board of Directors:

SEAL:

Esperanza Holguin, Board Chair

Attest:

Joe Evaro, Secretary

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

Minutes —SPECIAL BOARD OF DIRECTORS MEETING

9:30 a.m., Wednesday July 6, 2022 ONLINE VIA ZOOM

Contact us at 575-233-5742 or board@LRGauthority.org for information, assistance, online meeting link, or to subscribe to email board meeting reminders. Email the board address or dial extension 1021 or 1018 and leave a message if requesting phone or log-in information for online meetings. Agendas are final 72 hours prior to the meeting and may be obtained at any LRGPWVA Office or at www.LRGauthority.org/noticesavisos.html

- I. **Call to Order, Roll Call to Establish Quorum:** Board Chair called the meeting to order at 9:30 a.m. Mr. P. Smith representing District #1 was absent, District #2 is vacant, Mr. Evaro representing District #3 was present, Mrs. Holguin representing District #4 was present, District # 5 is vacant, Mrs. Juarez representing District #6 was present, Mr. F. Smith representing District #7 was present. Staff present were General Manager Martin Lopez, Projects Manager Karen Nichols, Projects Specialist Patricia Charles, Finance Manager Kathi Jackson and Accounting Assistant John Schroder.
- II. **Pledge of Allegiance:** postponed due to online meeting
- III. **Motion to approve Agenda:** Mr. F Smith made the motion to approve the agenda and Mr. Evaro seconded the motion, the motion passed with all in favor.
- IV. **New Business**
 - A. **Motion to authorize staff to issue a Request for Proposals for the East Mesa Water System Improvements Project:** Ms. Nichols said we needed a new RFP because the State and Federal requirements for the Construction Phase I are different and this Project includes Federal Funds. Mr. F Smith made the motion to authorize staff to issue a Request for Proposal for the East Mesa Water System Improvements Project. Mr. Evaro seconded the motion, the motion passed with all in favor.
- V. **Motion to Adjourn:** Mr. F Smith made the motion to adjourn the special board meeting at 9:34 a.m., Mrs. Juarez seconded the motion the motion passed with all in favor.

These minutes will be presented to the board for approval on the 20th Day of July, 2022 at a regular meeting of the Board of Directors:

SEAL:

Esperanza Holguin, Board Chair

Attest:

Joe Evaro, Secretary

LRGPWWA
Manager's Report
July 20, 2022

- Brazito water rights “Extension of Time to perfect an Appropriation” has been approved by NM Office of the State Engineer.
- There was a break-in at the East Mesa office. Spray painted the security camera, turned off power and broke front handle. Added additional lighting, padlocked breaker boxes, will be installing additional security camera, provided security frontage to Sheriff
- The South Valley system has been selected for the EPA’s Fifth Unregulated Contaminant Monitoring Rule between 2023 and 2025.
- Seeking a Lobbying Services proposal from The Apricot Tree to assist with funding request for the upcoming 2023 Legislative Session.
- Continued issues with our Information Technology (IT) Network. New servers are in place and a separate Gateway to the La Mesa Office has been installed. Thanks to John for his efforts and coordination.
- Rincon Water has reorganized into a Mutual Domestic and membership will be voting to merger into the LRGPWWA (July 20th).
- Will begin process to secure a well field (land) in the West Mesa of the South Valley from either the Feds, State or other property owners.
- Another two employees have submitted their resignations.
- Karen’s staff (Angie and Patty) are assisting the Finance Department with Credit Card Payments. Would like to thank them and Kathi’s staff for getting prepared.
- Thanks to Mike and his staff for handling the additional work due to staff shortage.



Lower Rio Grande Public Water Works Authority

Income Statement

Group Summary

For Fiscal: FYE 2022 Quarter Ending: 06/30/2022

AcctNumber	Current Total Budget	MTD Activity	QTD Activity	YTD Activity	Budget Remaining
Revenue					
40000 - Operating Revenue	3,122,500.00	275,300.46	742,287.86	3,139,774.70	-17,274.70
40001 - Activation & Connec	500.00	0.00	0.00	2,133.32	-1,633.32
40002 - Installation Fees	75,000.00	12,466.24	23,980.86	92,888.25	-17,888.25
40003 - Activation & Connec	5,000.00	2,466.66	7,269.36	35,614.01	-30,614.01
40004 - Meter Relocation	0.00	0.00	0.00	150.00	-150.00
40005 - Backflow Testing	7,000.00	125.00	250.00	2,550.00	4,450.00
40006 - Tampering Fee/Line	0.00	500.00	1,774.45	3,048.39	-3,048.39
40007 - Delinquency Fee	75,000.00	6,550.00	20,550.00	85,850.00	-10,850.00
40008 - Penalties-Water	75,000.00	7,524.58	21,241.65	76,846.39	-1,846.39
40009 - Membership Fees	5,000.00	850.00	2,245.30	8,695.30	-3,695.30
40010 - Impact Fees	40,000.00	8,706.56	15,761.32	76,452.83	-36,452.83
40011 - Returned Check Fe	500.00	35.00	210.00	665.00	-165.00
40012 - Credit Card Fees	12,000.00	1,482.00	4,008.00	17,544.00	-5,544.00
40013 - Miscellaneous Reve	200.00	10.00	40.00	1,069.30	-869.30
40015 - Penalties-Sewer	6,000.00	1,988.47	6,734.72	31,398.22	-25,398.22
40016 - Meter Test Fee	0.00	510.38	270.19	0.00	0.00
40017 - Hydrant Meter Rent	5,000.00	250.00	1,250.00	4,000.00	1,000.00
40018 - Permit Fees	0.00	0.00	0.00	0.00	0.00
40019 - DAC Trash Coupon	1,000.00	62.00	172.00	832.00	168.00
40020 - Miscellaneous Reve	5,000.00	63.04	189.12	47,322.02	-42,322.02
40025 - DAC Sewer Revenue	0.00	4,978.39	16,314.88	36,506.90	-36,506.90
45000 - Tower Rent	5,000.00	18,361.29	19,361.29	23,861.29	-18,861.29
45001 - Billing Adjustments-	0.00	0.00	-56,497.83	-58,222.92	58,222.92
45005 - Fiscal Agent Fees	50,000.00	4,798.61	16,923.58	61,910.35	-11,910.35
45010 - Interest	0.00	33.36	99.88	370.65	-370.65
45015 - Copy/Fax	100.00	22.00	43.00	103.75	-3.75
45020 - Other Income	45,000.00	5.00	1,835.18	109,706.70	-64,706.70
45022 - Annual Farm Rental	5,000.00	0.00	7,500.00	9,000.00	-4,000.00
45025 - Contract Services	40,000.00	3,076.03	10,041.67	44,049.33	-4,049.33
45030 - Transfers In	0.00	70,000.00	70,000.00	249,431.73	-249,431.73
49000 - Recovered Bad Deb	0.00	0.00	200.00	1,800.00	-1,800.00
Revenue Total:	3,579,800.00	420,165.07	934,056.48	4,105,351.51	-525,551.51
Expense					
60000 - Cost of Goods Sold	1,000.00	0.00	0.00	0.00	1,000.00
60001 - Transfers to Reserv	0.00	10,000.00	30,000.00	120,000.00	-120,000.00
60005 - Accounting Fees	500.00	0.00	0.00	1,000.00	-500.00
60010 - Audit	14,000.00	0.00	0.00	13,666.25	333.75
60020 - Bank Service Charg	15,000.00	3,001.36	9,142.85	36,414.52	-21,414.52
60025 - Cash Short/Over	500.00	-0.05	27.33	325.77	174.23

60026 - Computer Hardware	10,000.00	-22,322.79	2,475.05	11,255.33	-1,255.33
60030 - Dues and Subscript	3,000.00	247.96	247.96	2,758.52	241.48
60035 - Engineering Fees	60,000.00	0.00	0.00	22,074.09	37,925.91
60045 - Late Fees	1,000.00	0.00	0.00	0.00	1,000.00
60050 - Legal Fees	5,000.00	0.00	8,165.84	16,956.57	-11,956.57
60055 - Legal Notices	2,500.00	0.00	0.00	651.90	1,848.10
60060 - Licenses & Fees	5,000.00	50.00	50.00	5,429.48	-429.48
60065 - Meals	2,500.00	278.05	596.67	813.37	1,686.63
60075 - Permit Fees	1,500.00	375.00	1,675.00	9,252.42	-7,752.42
60080 - Postage	3,000.00	123.67	233.36	1,619.05	1,380.95
60090 - Professional Fees-C	10,000.00	0.00	0.00	449.94	9,550.06
60100 - Project Developmer	0.00	11,963.46	28,902.05	108,494.17	-108,494.17
60120 - Retirement Account	6,500.00	0.00	5,121.70	14,106.66	-7,606.66
60125 - Easments & Leases	10,000.00	0.00	0.00	0.00	10,000.00
60130 - Training	5,000.00	60.00	410.00	3,225.74	1,774.26
60140 - Travel:Airfare Per D	3,000.00	0.00	0.00	0.00	3,000.00
60150 - Travel:Lodging Per	4,000.00	0.00	0.00	483.95	3,516.05
60155 - Travel:Meals Per Di	2,000.00	0.00	0.00	0.00	2,000.00
60160 - Travel:Mileage/Park	1,500.00	0.00	0.00	0.00	1,500.00
60165 - Travel:Vehicle Rent	1,000.00	0.00	0.00	0.00	1,000.00
60600 - Debit Service	148,000.00	38,144.48	40,263.89	166,006.21	-18,006.21
60625 - Interest paid to NMB	14,000.00	0.00	0.00	0.00	14,000.00
60650 - Interest paid to NMF	37,000.00	2,032.55	6,397.31	28,939.34	8,060.66
60675 - Interest paid to USD	125,000.00	11,596.26	34,788.78	150,679.01	-25,679.01
63000 - Regular Pay	1,120,000.00	86,997.12	264,639.57	1,078,111.97	41,888.03
63001 - Overtime	54,500.00	3,379.53	7,214.88	43,667.17	10,832.83
63006 - Holiday Pay	56,500.00	5,226.51	5,226.51	56,680.85	-180.85
63007 - Sick Pay	50,000.00	4,334.78	15,030.69	62,185.90	-12,185.90
63008 - Annual Leave Pay	118,000.00	5,839.28	20,010.18	93,024.33	24,975.67
63010 - 401K 10% Company	5,000.00	0.00	0.00	119,515.72	-114,515.72
63020 - 401K Employee Con	2,000.00	0.00	0.00	0.00	2,000.00
63040 - Administrative Labo	5,000.00	0.00	0.00	3,275.40	1,724.60
63070 - Employee Benefits-	168,500.00	2,870.04	8,743.89	38,760.80	129,739.20
63100 - Insurance-Dental	12,500.00	1,140.16	3,453.24	13,686.20	-1,186.20
63110 - Insurance-Health	250,000.00	28,692.52	85,582.26	310,646.81	-60,646.81
63115 - Salaries: Insurance	15,000.00	2,800.00	5,600.00	15,049.00	-49.00
63125 - Insurance: Life & Di	12,500.00	20,147.37	20,147.45	19,977.85	-7,477.85
63130 - Mileage	1,500.00	0.00	0.00	0.00	1,500.00
63135 - Drug Testing	500.00	0.00	258.00	468.00	32.00
63160 - Payroll Taxes-Medic	20,500.00	1,533.76	4,525.76	19,385.45	1,114.55
63170 - Payroll Taxes-Socia	80,500.00	6,558.16	19,351.53	82,890.49	-2,390.49
63180 - Payroll Taxes-State	0.00	1,749.46	4,733.31	15,026.24	-15,026.24
63195 - Taxes, Liability, Insu	0.00	75.00	225.00	930.00	-930.00
63200 - Vision Insurance	4,000.00	309.73	938.53	3,754.12	245.88
64100 - Sewer:DAC Waste V	50,000.00	4,851.04	14,523.53	61,966.42	-11,966.42
64200 - Sewer:Electricity-Se	9,000.00	978.73	3,071.68	13,019.46	-4,019.46
64300 - Sewer:Lab & Chemi	10,000.00	288.40	6,876.00	22,363.33	-12,363.33
64500 - Sewer:Supplies & M	28,500.00	0.00	0.00	0.00	28,500.00
64501 - Pre Paid Tank Site I	1,625.00	0.00	1,500.00	2,875.00	-1,250.00

65010 - Automobile Repairs	50,000.00	2,389.91	11,643.96	34,683.16	15,316.84
65230 - Computer Maintenance	70,000.00	3,838.62	12,904.30	70,666.23	-666.23
65240 - Equipment Rental	2,500.00	558.21	558.21	1,416.31	1,083.69
65250 - Fuel	60,000.00	10,998.08	27,989.74	87,054.46	-27,054.46
65255 - GPS Insights Charge	7,000.00	742.00	1,711.50	6,855.49	144.51
65260 - Kitchen & Cleaning	1,000.00	0.00	0.00	0.00	1,000.00
65270 - Lab Chemicals-Water	5,000.00	108.76	314.17	2,870.12	2,129.88
65275 - SCADA Maintenance	2,000.00	48.04	144.12	4,249.11	-2,249.11
65276 - Test Equipment Calibration	2,000.00	0.00	0.00	0.00	2,000.00
65277 - Generator Maintenance	3,000.00	0.00	0.00	5,662.96	-2,662.96
65278 - Meter Testing/Repair	61,175.00	1,842.14	1,857.14	7,578.20	53,596.80
65280 - Lab Chemicals-Water	35,000.00	14,692.45	22,227.59	45,896.36	-10,896.36
65300 - Locates	2,500.00	677.00	677.00	2,820.00	-320.00
65310 - Maint. & Repairs-Infrastructure	65,000.00	1,736.99	17,731.45	116,797.57	-51,797.57
65320 - Maint. & Repairs-Office	12,500.00	0.00	1,126.21	16,566.41	-4,066.41
65330 - Maintenance & Repairs	21,500.00	9,003.82	20,338.25	44,677.06	-23,177.06
65340 - Materials & Supplies	94,000.00	588.68	-3,556.93	37,287.28	56,712.72
65345 - Non Inventory-Consumables	50,000.00	5,549.39	9,123.21	37,845.72	12,154.28
65350 - Office Supplies	10,000.00	874.57	2,389.94	11,359.11	-1,359.11
65360 - Printing and Copying	47,500.00	8,715.35	13,288.49	55,545.17	-8,045.17
65370 - Tool Furniture	10,000.00	1,073.52	7,455.04	12,594.19	-2,594.19
65390 - Uniforms-Employee	15,000.00	1,658.01	3,212.91	14,915.97	84.03
65490 - Cell Phone	20,000.00	1,853.37	3,457.25	20,731.38	-731.38
65500 - Electricity-Lighting	6,000.00	708.72	1,568.97	5,613.66	386.34
65510 - Electricity-Offices	15,000.00	638.25	2,264.79	12,256.16	2,743.84
65520 - Electricity-Wells	200,000.00	14,410.28	42,307.82	192,014.01	7,985.99
65530 - Garbage Service	3,000.00	486.94	486.94	1,883.62	1,116.38
65540 - Natural Gas	3,000.00	162.64	449.08	2,034.17	965.83
65550 - Security/Alarm	5,000.00	0.00	0.00	3,920.67	1,079.33
65560 - Telephone	20,000.00	2,437.11	4,870.61	19,586.14	413.86
65561 - Telstar Maintenance	7,000.00	0.00	7,116.46	7,116.46	-116.46
65570 - Wastewater	2,000.00	389.56	779.12	2,332.64	-332.64
66200 - Insurance-General Liability	90,000.00	0.00	21,371.00	84,072.83	5,927.17
66700 - Water Conservation	15,000.00	1,705.64	4,181.36	15,134.36	-134.36
Expense Total:	3,579,800.00	321,209.59	900,139.50	3,775,899.78	-196,099.78
Total Surplus (Deficit):	0.00	98,955.48	33,916.98	329,451.73	-329,451.73

**LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY
PROJECTS REPORT – 7/20/2022**

LRG-17-01 – Mesquite-Brazito Sewer Project 2 – Bohannon Huston, Inc./Smithco Construction – Construction Stage – USDA-RD LOC \$17,073,000 (\$6,189,000 Loan/\$8,030,000 Grant, \$2,854,000 additional grant) –32nd and final Request for Funds from RCAC bridge loan was submitted, closed on interim loan two Requests for Funds have been submitted. Colonia's Infrastructure Fund award letter for \$5.715 million has been received, and we are working on the Readiness to Proceed items. Progress Meeting was held 7/7/22.

LRG-11-03 – Interconnect & Looping Project – see LRG-18-02 for current portion – Stern Drive Line Ext.

LRG-11-05 – South Valley Water Supply & Treatment Project WTB #252 Planning USDA-RD Construction Funds– Bohannon Huston - Construction stage - \$1,174,00,000 RD Loan and \$4,629,000 Grant RD Funds: RCAC interim loan funds are fully expended, and USDA-RD is refusing to close on their funds until the title company removes 2 exceptions on the policy that require survey plats for all of our real property. Surveys have been completed and submitted to the title company. RD provided access to grant funds in the meanwhile. Estimate of Funds #3 including Pay App #7 is pending.

LRG-17-02 – Central Office Building – Wilson & Co. - DW-4213 \$3,586,286.00

- SAP 21-F2723-STB \$1,200,000: Site work is continuing. Progress meetings are now every other week with one per month being on-site. 4th Request for Funds for the SAP grant has been submitted to NM DFA, and 24 Requisitions have been submitted to NMFA DW Program. Modular building manufacturer has still not been approved, and project is delayed by at least 9 months.

Forty-Year Water Plan – CE&M – complete – needs update for new mergers after Brazito combine & commingle: Currently only includes the initial five systems. Need to complete Brazito combine & comingle, which is in process, before updating.

LRG-13-03 – Valle Del Rio Water System Project – Construction Stage & Ph. II Design - \$1,197,708 DWSRLF funding - \$898,281 principal forgiveness – 299,427 loan repayment – Souder, Miller & Associates/Morrow Enterprises, Inc.: Project is on hold pending El Paso Electric Company work to install 3-phase power to the site. EPEC agreement for the service installation has been executed. That is finally underway. They expect it to be done in September. SMA is nearly done with the building design, review meeting was held Monday, and a Change Order will be submitted the construction costs associated with relocating a metal building from the Desert Sands system, setting it up at VDR, and including the pad, plumbing, etc. Booster skid is here, and generator is ordered.

LRG-17-03 –East Mesa Water System Improvements Project – NMFA 3803-PG & 3804-PG \$93,307, 4915-CIF \$207,608 Loan/\$39544 Grant/\$9,562 Match, 5535-CIF \$67,487 Loan incl. Match/\$269,910 Grant, DW-5631 \$1,338,660 Loan/\$2,788,875 Grant – PhI Construction, Ph II Design –Ph. I construction funds are now available, and engineering contract is pending a new RFP due to federal requirements. Four Requisitions have been submitted for Phase II.

LRG-18-01 Ph. II – High Valley Water System Improvements Ph. II & III Project – NMFA 4916-CIF \$630,384 Grant, \$111,244 Loan – Design & Construction – Souder, Miller & Assoc. –Phase II funding is closed out. Engineering contract amendment #9 has been submitted to NMED-CPB for the remainder of the work for Phase III.

LRG-18-02 – Stern Drive Waterline Extension Project – Design/Build – SMA - \$150,000 SAP – Project is now closed out.

LRG-19-09 – S. Valley Service Area Line Extensions - SMA –SMA Task Order for community outreach to see where there is interest from potential new customers, and determine whether a PER is needed. SMA has identified potential locations and potential new customers and submitted cost estimates and phasing recommendations after confirming that the work would require a Technical Memo, not a PER. Report has been submitted, and staff review is ongoing. Rep. Gallegos' staff has reached out about the project after being contacted by a resident, and Rep. Lara reached out about a constituent near La Mesa seeking service.

On-Call Engineering Services – Souder, Miller & Associates and Bohannon Huston, Inc. were selected. BHI contract was approved in June, SMA contract is on today's agenda.

Other projects:

NM 2023 Legislature: Martin & I will be cooperating with RCAC, Ric Martinez, and other stakeholders on regional authority legislation, and expect to appear at the Water & Natural Resources Committee meeting in October. Mr. Martinez has submitted a proposal for lobbying, and we have had some preliminary discussions with him and with BHI regarding a Capital Outlay Request for a well/storage/transmission line project from the Water Master Plan.

Infrastructure Capital Improvements Plan 2024-2028: ICIP is complete and has been submitted.

Reporting to Funding Agencies: Quarterly CIF Reports were submitted for the 2nd Quarter; SAP monthly reporting Capital Outlay and US Census Construction reporting are up to date.

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.

Website and Email – Notices and Minutes pages are up to date.

Training – Patty and I have not attended any trainings for the past month.

As Needed Engineering Services - Currently we have two active Task Orders: Bohannon Huston, Inc. for renewal of the Organ discharge permit and BLM permit renewals.

Collection & Lien Procedures - 317 first notifications, 309 certified letters have been sent and 141 liens have been filed to date. 54 liens have been released following payment in full of the account.

Water Audits – Water Audit Committee met on 7/6/22 & 7/15/22 to review 2022 data, and will meet again to continue resolving issues.

Rate Study – Implementation of rate adjustment began July 1, met with Karl Pennock, RCAC, for an update on 2/15/22. Second 3% adjustment was effective 7/1/22

Cyber Security Assessment – Our insurance company is requiring training for all employees on phishing & malware, Patty has administered the 2021 training for all employees. New employees will be scheduled to get this training.

NM Board of Licensure for PEs & Surveyors – I have been appointed by the Governor to this board and assigned to the Professional Engineering Committee. PEC met on 6/9/22, full board on 6/10/22.

Other Items: Josh has submitted zone change and SUP applications to DAC P&Z for the 30 acres we own in Vado for the community solar project. Hearing will be 8/11/22.

Lower Rio Grande PWWA

Operators Report

July 20, 2021

Backflow inspections are Current. (Mesquite District)

- For the month of June, we were issued 330 work and service orders.
- For the month of May, we were issued 312 work and service orders.
- For the month of June, we installed 3 new water service connections in the South Valley Area.
- We did not have any new services to install at the East Mesa.
- We had no main or service line breaks at Alto De las Flores.
- We had 4 Main line water breaks in South valley area.
- The force main from Brazito to Mesquite is working fine.
- The well techs have installed the new media that will go into the Venadito Arsenic plant in Desert Sands, however we lack one vessel, because the stainless steel under drain was not shipped and will be arriving around the week of August 15th.
- We had a problem with well #6 during the rain storms but it turned out to be dirty power from EPE.

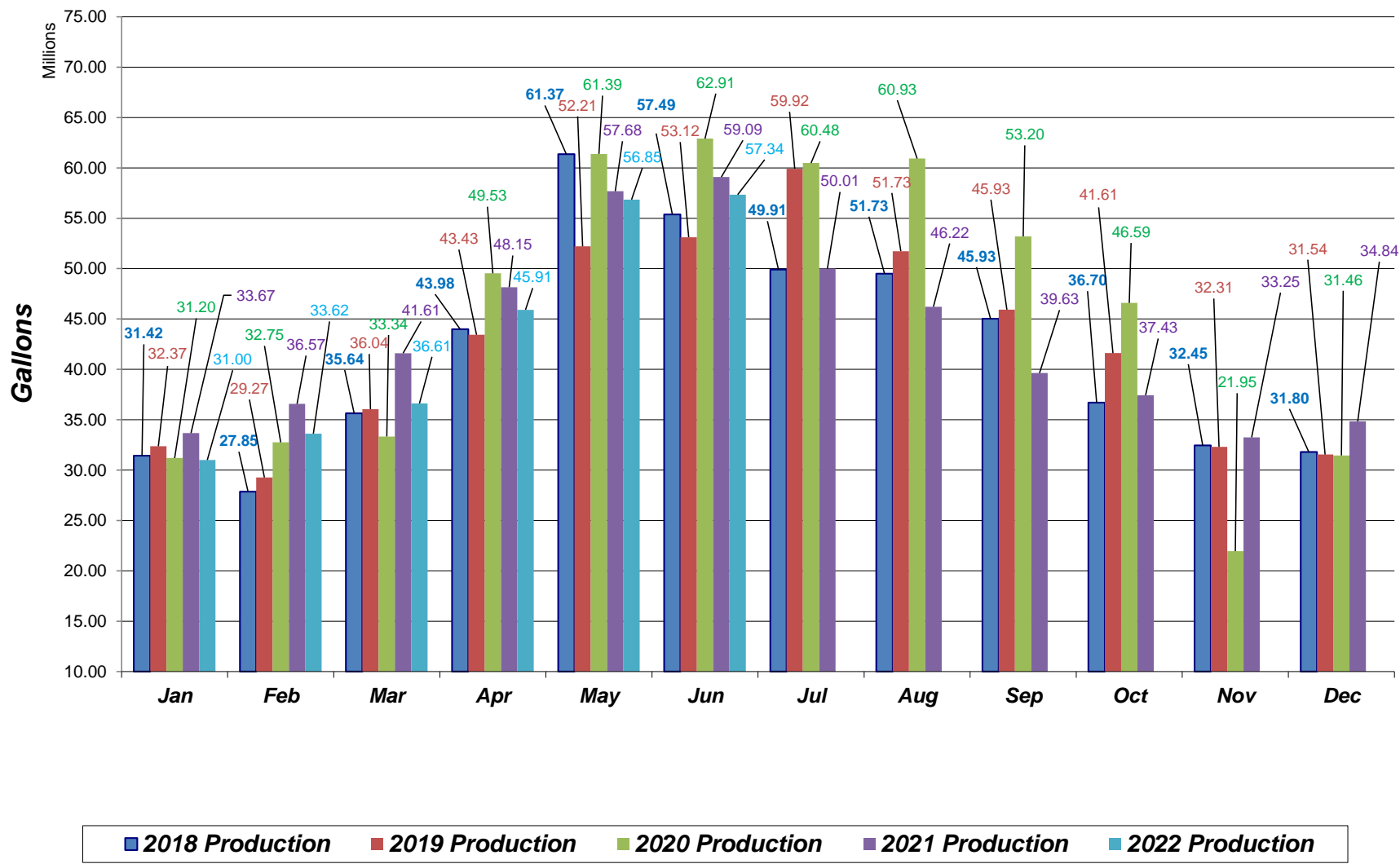
NMED: All of our Monthly Bac-T-Samples were taken for the month of June and all samples were negative.

Mesquite and Organ Sewer Reports. The Organ Pond's and Mesquite Wetland Wastewater reports were sent February 1st. The Organ facility is due twice a year and the Mesquite Facility is due every Quarter the next one is on July 2022. The Mesquite facility sewer report was sent on June 24th. All of the results were within parameters.

Chlorine: No problems with the quality of our gas Chlorine or sodium Hypochlorite.

Reports: NMED, State Engineers, and the water conservation reports have been sent.

Lower Rio Grande PWWA Water Production Report



RESOLUTION NO. _____

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

WHEREAS, _____ (the "Governmental Unit") is a duly organized Special District created and formed pursuant to NMSA 1978 73-26-1 Lower Rio Grande Public Water Works Authority and is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-1 through 6-21-31, NMSA 1978 ("Act"); and

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

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

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

WHEREAS, the Governing Body intends to submit the Planning Document to ~~evaluate and estimate the costs of implementing feasible alternatives for meeting water and wastewater public project needs~~ develop a water Asset Management Plan [develop an economic development plan] of the Lower Rio Grande Public Water Works Authority ("Project") for the benefit of the Governmental Unit and its citizens; and

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

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY:

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

Section 2. That the completed Application submitted to the Governing Body is hereby approved and confirmed.

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

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

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

PASSES APPROVED AND ADOPTED this _____ day of _____, 20____.

Lower Rio Grande Public Water Works Authority

By _____
Authorized Officer
Esperanza Holguin, Board Chair

(Seal)

ATTEST:

Authorized Officer
Joe Evaro, Secretary

RESOLUTION NO. _____

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

WHEREAS, _____ (the "Governmental Unit") is a duly organized Special District created and formed pursuant to NMSA 1978 73-26-1 Lower Rio Grande Public Water Works Authority and is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-1 through 6-21-31, NMSA 1978 ("Act"); and

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

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

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

WHEREAS, the Governing Body intends to submit the Planning Document to ~~evaluate and estimate the costs of implementing feasible alternatives for meeting water and wastewater public project needs~~ develop a Wastewater Asset Management Plan [develop an economic development plan] of the Lower Rio Grande Public Water Works Authority ("Project") for the benefit of the Governmental Unit and its citizens; and

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

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY:

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

Section 2. That the completed Application submitted to the Governing Body is hereby approved and confirmed.

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

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

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

PASSES APPROVED AND ADOPTED this _____ day of _____, 20____.

Lower Rio Grande Public Water Works Authority

By _____
Authorized Officer
Esperanza Holguin, Board Chair

(Seal)

ATTEST:

Authorized Officer
Joe Evaro, Secretary

RESOLUTION NO. FY2023-03

**APPROVING PARTICIPATION IN THE PROGRAM OF THE
SOUTH CENTRAL COUNCIL OF GOVERNMENTS, INC.
FOR FISCAL YEAR 2022-2023**

WHEREAS, Lower Rio Grande PWWA (herein-after known as the "Member"), desires to be a participating member in the program and policy development for the South Central Council of Governments, Inc. (hereinafter known as "SCCOG"); and

WHEREAS, it is necessary and desirable that an agreement setting forth the services to be performed by the SCCOG for the Member be entered into, wherewith the SCCOG is agreeing to furnish the following:

- A. Implement the work program as established by the SCCOG Board of Directors for the 2022-2023 Fiscal Year.
- B. Provide the Member, when requested, with technical, grant program planning, economic development, strategic overall planning and management assistance.
- C. Address problems, issues and opportunities of a regional nature which go beyond single municipal or county jurisdictional boundaries and serve as a liaison and advocate for local governments within the region at the state and federal levels.
- D. Provide information dissemination about statewide regional and community initiatives to foster greater coordination and efficiency of the programs.

WHEREAS, it is necessary to set forth the sum to be paid by the Member to the SCCOG as annual dues, thereby placing the Member with voting powers on the SCCOG Board of Directors, with an agreement to furnish the following:

- A. To participate, through their designated representatives or alternate, in the SCCOG's policy development process by attending meetings, helping formulate the annual work program, reviewing the SCCOG Goals and Objectives, and the District Comprehensive Economic Development Strategy (CEDS).
- B. To pay to the SCCOG the sum of \$500.00 annual membership dues as payment of the aforementioned services for the period beginning July 1, 2022 and ending June 30, 2023.
- C. The Member hereby appoints _____, as their designated representative and _____ as alternate.

NOW THEREFORE, BE IT RESOLVED THAT the Member and the SCCOG hereby mutually agree to the aforementioned provisions of this Resolution and Agreement.

DONE this 20th day of July, 2022 at La Mesa, New Mexico.

Attestation:

Member Government

Clerk, or other Authorized Official
Joe Evaro, Secretary

Attest :

Signature of Authorized Official
Esperanza Holguin, Board Chair
South Central Council of Governments, Inc.

Jay Armijo, Executive Director

Chairwoman, Nora Barraza



www.lrgauthority.org

LOWER RIO GRANDE

Public Water Works Authority

Resolution #FY2023-04

Approving Fourth Quarter Budget for Fiscal Year 2022

Whereas, in order to comply with Sections 6-6-1 and 6-6-2 NMSA 1978 and to apply for CDBG funding, the Board of Directors wishes to adopt and pass a resolution to approve the FY2022 Fourth Quarter Budget on July 20, 2022.

Therefore, be it resolved, the Board of Directors adopts and passes this resolution to approve the FY2022 Fourth Quarter Budget officially approved on July 20, 2022.

PASSED, APPROVED, AND ADOPTED: July 20, 2022

Esperanza Holguin, Chairman

Seal:

Joe Evaro, Secretary

State of New Mexico
Local Government Budget Management System (LGBMS)

Year-to-Date Actuals - Fiscal Year 2021-2022 - FY2022 Q4

Lower Rio Grande Public WWA - Entity

Detail Report Sorted by Fund and Department

Printed from LGBMS on 2022-07-19 12:28:26

11000 General Operating Fund

10000 Assets

0001 No Department

10100 Cash Assets	Original	Adjustments	Adjusted	YTD	Balance	% Realized
10101 Unrestricted Cash	1,839,949.00	0.00	1,839,949.00	1,839,949.00	0.00	100.00
10100 Totals	1,839,949.00	0.00	1,839,949.00	1,839,949.00	0.00	100.00
0001 Totals	1,839,949.00	0.00	1,839,949.00	1,839,949.00	0.00	100.00
10000 Assets Totals	1,839,949.00	0.00	1,839,949.00	1,839,949.00	0.00	100.00

50100 Water Enterprise

40000 Revenues

0001 No Department

44000 Charges for Services	Original	Adjustments	Adjusted	YTD	Balance	% Realized
44010 Administrative Fees	12,800.00	0.00	12,800.00	19,382.05	(6,582.05)	151.42
44190 Rental Fees	10,000.00	0.00	10,000.00	27,861.29	(17,861.29)	278.61
44220 Water Use Fees	2,935,500.00	0.00	2,935,500.00	2,878,319.70	57,180.30	98.05
44230 Utility Service Fees	5,000.00	0.00	5,000.00	35,614.01	(30,614.01)	712.28
44240 Utility Connection Fees	50,000.00	0.00	50,000.00	72,325.88	(22,325.88)	144.65
44250 Utility Re-Connection Fees	151,500.00	0.00	151,500.00	164,676.39	(13,176.39)	108.70
44270 Impact Fees	40,000.00	0.00	40,000.00	76,452.83	(36,452.83)	191.13
44990 Other Charges for Services	7,000.00	0.00	7,000.00	5,748.39	1,251.61	82.12
44000 Totals	3,211,800.00	0.00	3,211,800.00	3,280,380.54	(68,580.54)	102.14
46000 Miscellaneous Revenues	Original	Adjustments	Adjusted	YTD	Balance	% Realized
46050 Joint Power Agreements Income	40,000.00	0.00	40,000.00	44,049.33	(4,049.33)	110.12
46900 Miscellaneous - Other	106,000.00	0.00	106,000.00	192,315.00	(86,315.00)	181.43
46000 Totals	146,000.00	0.00	146,000.00	236,364.33	(90,364.33)	161.89
0001 Totals	3,357,800.00	0.00	3,357,800.00	3,516,744.87	(158,944.87)	104.73
40000 Revenues Totals	3,357,800.00	0.00	3,357,800.00	3,516,744.87	(158,944.87)	104.73

50000 Expenditures

6003 Water Utility/Authority

51000 Salary & Wages (FTE required)	Original	Adjustments	Adjusted	YTD	Balance	% Realized
51020 Salaries - Full-Time Positions	1,075,000.00	0.00	1,075,000.00	1,031,387.37	43,612.63	95.94
51060 Salaries - Overtime	50,000.00	0.00	50,000.00	39,167.17	10,832.83	78.33
51900 Salaries - Other Wages	224,500.00	0.00	224,500.00	211,891.08	12,608.92	94.38
51000 Totals	1,349,500.00	0.00	1,349,500.00	1,282,445.62	67,054.38	95.03
52000 Employee Benefits	Original	Adjustments	Adjusted	YTD	Balance	% Realized
52010 FICA - Regular	80,000.00	0.00	80,000.00	82,390.49	(2,390.49)	102.99
52011 FICA - Medicare	18,000.00	0.00	18,000.00	31,911.69	(13,911.69)	177.29
52020 Retirement	175,000.00	0.00	175,000.00	165,383.18	9,616.82	94.50
52030 Health and Medical Premiums	250,000.00	0.00	250,000.00	310,646.81	(60,646.81)	124.26
52040 Life Insurance Premiums	12,500.00	0.00	12,500.00	19,977.85	(7,477.85)	159.82
52050 Dental Insurance Premiums	12,500.00	0.00	12,500.00	13,686.20	(1,186.20)	109.49
52060 Vision Insurance Medical Premiums	4,000.00	0.00	4,000.00	3,754.12	245.88	93.85
52080 Other Insurance Premiums	500.00	0.00	500.00	1,398.00	(898.00)	279.60
52100 Workers' Compensation Premium	15,000.00	0.00	15,000.00	15,049.00	(49.00)	100.33
52000 Totals	567,500.00	0.00	567,500.00	644,197.34	(76,697.34)	113.51

53000 Travel Costs	Original	Adjustments	Adjusted	YTD	Balance	% Realized
53030 Travel - Employees	11,500.00	0.00	11,500.00	483.95	11,016.05	4.21
53050 Transportation Costs	1,500.00	0.00	1,500.00	0.00	1,500.00	0.00
53000 Totals	13,000.00	0.00	13,000.00	483.95	12,516.05	3.72
54000 Purchased Property Services	Original	Adjustments	Adjusted	YTD	Balance	% Realized
54030 Maintenance & Repairs - Grounds/Roadways	10,000.00	0.00	10,000.00	4,369.69	5,630.31	43.70
54040 Maintenance & Repairs - Vehicles	50,000.00	0.00	50,000.00	34,683.16	15,316.84	69.37
54999 Other Maintenance	101,000.00	0.00	101,000.00	103,476.02	(2,476.02)	102.45
54000 Totals	161,000.00	0.00	161,000.00	142,528.87	18,471.13	88.53
55000 Contractual Services	Original	Adjustments	Adjusted	YTD	Balance	% Realized
55010 Contract - Audit	14,000.00	0.00	14,000.00	13,666.25	333.75	97.62
55030 Contract - Professional Services	152,500.00	0.00	152,500.00	121,138.29	31,361.71	79.43
55999 Contract - Other Services	10,000.00	0.00	10,000.00	11,328.38	(1,328.38)	113.28
55000 Totals	176,500.00	0.00	176,500.00	146,132.92	30,367.08	82.79
56000 Supplies	Original	Adjustments	Adjusted	YTD	Balance	% Realized
56020 Supplies - General Office	11,000.00	0.00	11,000.00	11,359.11	(359.11)	103.26
56030 Supplies - Field Supplies	96,175.00	0.00	96,175.00	53,474.56	42,700.44	55.60
56040 Supplies - Furniture/Fixtures/Equipment (Non-Capital)	20,000.00	0.00	20,000.00	23,849.52	(3,849.52)	119.25
56110 Supplies - Uniforms/Linen	15,000.00	0.00	15,000.00	14,915.97	84.03	99.44
56120 Supplies - Vehicle Fuel	60,000.00	0.00	60,000.00	87,054.46	(27,054.46)	145.09
56999 Supplies - Other	144,000.00	0.00	144,000.00	75,133.00	68,867.00	52.18
56000 Totals	346,175.00	0.00	346,175.00	265,786.62	80,388.38	76.78
57000 Operating Costs	Original	Adjustments	Adjusted	YTD	Balance	% Realized
57050 Employee Training	5,000.00	0.00	5,000.00	3,225.74	1,774.26	64.51
57070 Insurance - General Liability/Property	90,000.00	0.00	90,000.00	84,072.83	5,927.17	93.41
57080 Postage	3,000.00	0.00	3,000.00	1,619.05	1,380.95	53.97
57090 Printing/Publishing/Advertising	47,500.00	0.00	47,500.00	55,545.17	(8,045.17)	116.94
57140 Rent of Land/Building	1,625.00	0.00	1,625.00	0.00	1,625.00	0.00
57150 Subscriptions & Dues	3,000.00	0.00	3,000.00	2,758.52	241.48	91.95
57160 Telecommunications	40,000.00	0.00	40,000.00	40,317.52	(317.52)	100.79
57170 Utilities - Electricity	221,000.00	0.00	221,000.00	209,883.83	11,116.17	94.97
57171 Utilities - Natural Gas	3,000.00	0.00	3,000.00	2,034.17	965.83	67.81
57999 Other Operating Costs	51,000.00	0.00	51,000.00	87,869.58	(36,869.58)	172.29
57000 Totals	465,125.00	0.00	465,125.00	487,326.41	(22,201.41)	104.77
59000 Debt Service	Original	Adjustments	Adjusted	YTD	Balance	% Realized
59010 Debt Service - Principal Payments	128,000.00	0.00	128,000.00	153,563.69	(25,563.69)	119.97
59020 Debt Service - Interest Payments	151,000.00	0.00	151,000.00	153,310.34	(2,310.34)	101.53
59000 Totals	279,000.00	0.00	279,000.00	306,874.03	(27,874.03)	109.99
6003 Totals	3,357,800.00	0.00	3,357,800.00	3,275,775.76	82,024.24	97.56
50000 Expenditures Totals	3,357,800.00	0.00	3,357,800.00	3,275,775.76	82,024.24	97.56

50300 Wastewater/Sewer Enterprise

40000 Revenues

0001 No Department

44000 Charges for Services	Original	Adjustments	Adjusted	YTD	Balance	% Realized
44230 Utility Service Fees	187,000.00	0.00	187,000.00	203,232.08	(16,232.08)	108.68
44240 Utility Connection Fees	30,500.00	0.00	30,500.00	106,524.61	(76,024.61)	349.26
44990 Other Charges for Services	4,500.00	0.00	4,500.00	29,419.77	(24,919.77)	653.77
44000 Totals	222,000.00	0.00	222,000.00	339,176.46	(117,176.46)	152.78
0001 Totals	222,000.00	0.00	222,000.00	339,176.46	(117,176.46)	152.78
40000 Revenues Totals	222,000.00	0.00	222,000.00	339,176.46	(117,176.46)	152.78

50000 Expenditures

6005 Wastewater Utility/Authority

51000 Salary & Wages (FTE required)	Original	Adjustments	Adjusted	YTD	Balance	% Realized
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51020 Salaries - Full-Time Positions	50,000.00	0.00	50,000.00	50,000.00	0.00	100.00
51060 Salaries - Overtime	4,500.00	0.00	4,500.00	4,500.00	0.00	100.00
51000 Totals	54,500.00	0.00	54,500.00	54,500.00	0.00	100.00
52000 Employee Benefits	Original	Adjustments	Adjusted	YTD	Balance	% Realized
52010 FICA - Regular	500.00	0.00	500.00	500.00	0.00	100.00
52011 FICA - Medicare	2,500.00	0.00	2,500.00	2,500.00	0.00	100.00
52020 Retirement	7,000.00	0.00	7,000.00	7,000.00	0.00	100.00
52000 Totals	10,000.00	0.00	10,000.00	10,000.00	0.00	100.00
54000 Purchased Property Services	Original	Adjustments	Adjusted	YTD	Balance	% Realized
54999 Other Maintenance	75,000.00	0.00	75,000.00	155,334.86	(80,334.86)	207.11
54000 Totals	75,000.00	0.00	75,000.00	155,334.86	(80,334.86)	207.11
56000 Supplies	Original	Adjustments	Adjusted	YTD	Balance	% Realized
56030 Supplies - Field Supplies	28,500.00	0.00	28,500.00	0.00	28,500.00	0.00
56000 Totals	28,500.00	0.00	28,500.00	0.00	28,500.00	0.00
57000 Operating Costs	Original	Adjustments	Adjusted	YTD	Balance	% Realized
57170 Utilities - Electricity	9,000.00	0.00	9,000.00	13,019.46	(4,019.46)	144.66
57000 Totals	9,000.00	0.00	9,000.00	13,019.46	(4,019.46)	144.66
59000 Debt Service	Original	Adjustments	Adjusted	YTD	Balance	% Realized
59010 Debt Service - Principal Payments	20,000.00	0.00	20,000.00	12,442.52	7,557.48	62.21
59020 Debt Service - Interest Payments	25,000.00	0.00	25,000.00	26,308.01	(1,308.01)	105.23
59000 Totals	45,000.00	0.00	45,000.00	38,750.53	6,249.47	86.11
6005 Totals	222,000.00	0.00	222,000.00	271,604.85	(49,604.85)	122.34
50000 Expenditures Totals	222,000.00	0.00	222,000.00	271,604.85	(49,604.85)	122.34

ALL FUNDS	Original	Adjustments	Adjusted	YTD	Balance	% Realized
10000 Assets	1,839,949.00	0.00	1,839,949.00	1,839,949.00	0.00	100.00
40000 Revenues	3,579,800.00	0.00	3,579,800.00	3,855,921.33	(276,121.33)	107.71
50000 Expenditures	3,579,800.00	0.00	3,579,800.00	3,547,380.61	32,419.39	99.09



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LOWER RIO GRANDE

Public Water Works Authority

Resolution #FY2023-06

Adopting Budget Adjustments for FY2022

Whereas, in order to comply with Sections 6-6-1 and 6-6-2 NMSA 1978, the Board of Directors wishes to adopt and pass a resolution to approve the Budget Adjustments for FY2022 on July 20, 2022.

Therefore, be it resolved, the Board of Directors adopts and passes this resolution to Adopt the Budget Adjustments for FY2022 and is officially approved on July 20, 2022.

PASSED, APPROVED, AND ADOPTED: July 20, 2022.

Esperanza Holguin, Chairman

Seal:

Joe Evaro, Secretary

State of New Mexico - DFA Local Government Division
Budget Adjustment Request - Fiscal Year 2021-2022 - Lower Rio Grande Public WWA - FY2022 BAR

Bar ID	Contact	Phone	Email	Status
11-154-11386	Kathi Jackson		kathi.jackson@lrgauthority.org	ANALYST

Details

Fund	Department	Object Code	PreAdjusted Budget	Adjustment	Adjusted Budget
50100 Water Enterprise	0001 No Department	44010 Administrative Fees	12,800.00	6,500.00	19,300.00
50100 Water Enterprise	0001 No Department	44180 Rental Fees	10,000.00	18,000.00	28,000.00
50100 Water Enterprise	0001 No Department	44250 Utility Re-Connection Fees	151,500.00	13,000.00	164,500.00
50100 Water Enterprise	0001 No Department	44270 Impact Fees	40,000.00	37,000.00	77,000.00
50100 Water Enterprise	0001 No Department	44990 Other Charges for Services	7,000.00	2,000.00	9,000.00
50100 Water Enterprise	0001 No Department	46050 Joint Power Agreements Income	40,000.00	4,000.00	44,000.00
50100 Water Enterprise	0001 No Department	46900 Miscellaneous - Other	106,000.00	87,000.00	193,000.00
50100 Water Enterprise	6003 Water Utility/Authority	51020 Salaries - Full Time Positions	1,075,000.00	7,500.00	1,082,500.00
50100 Water Enterprise	6003 Water Utility/Authority	52010 FICA - Regular	80,000.00	2,500.00	82,500.00
50100 Water Enterprise	6003 Water Utility/Authority	52011 FICA - Medicare	18,000.00	15,000.00	33,000.00
50100 Water Enterprise	6003 Water Utility/Authority	52030 Health and Medical Premiums	250,000.00	61,000.00	311,000.00
50100 Water Enterprise	6003 Water Utility/Authority	52050 Dental Insurance Premiums	12,500.00	2,000.00	14,500.00
50100 Water Enterprise	6003 Water Utility/Authority	52080 Other Insurance Premiums	500.00	1,000.00	1,500.00
50100 Water Enterprise	6003 Water Utility/Authority	52100 Workers' Compensation Premium	15,000.00	500.00	15,500.00
50100 Water Enterprise	6003 Water Utility/Authority	54999 Other Maintenance	101,000.00	3,500.00	104,500.00
50100 Water Enterprise	6003 Water Utility/Authority	55999 Contract - Other Services	10,000.00	2,000.00	12,000.00
50100 Water Enterprise	6003 Water Utility/Authority	56020 Supplies - General Office	11,000.00	500.00	11,500.00
50100 Water Enterprise	6003 Water Utility/Authority	56030 Supplies - Field Supplies	96,175.00	-7,000.00	89,175.00
50100 Water Enterprise	6003 Water Utility/Authority	56040 Supplies - Furniture/Fixtures/Equipment (Non-Capital)	20,000.00	4,000.00	24,000.00
50100 Water Enterprise	6003 Water Utility/Authority	56120 Supplies - Vehicle Fuel	60,000.00	30,000.00	90,000.00
50100 Water Enterprise	6003 Water Utility/Authority	56999 Supplies - Other	144,000.00	-30,000.00	114,000.00
50100 Water Enterprise	6003 Water Utility/Authority	57090 Printing/Publishing/Advertising	47,500.00	8,500.00	56,000.00
50100 Water Enterprise	6003 Water Utility/Authority	57180 Telecommunications	40,000.00	1,000.00	41,000.00
50100 Water Enterprise	6003 Water Utility/Authority	57999 Other Operating Costs	51,000.00	37,000.00	88,000.00
50100 Water Enterprise	6003 Water Utility/Authority	59010 Debt Service - Principal Payments	128,000.00	26,000.00	154,000.00
50100 Water Enterprise	6003 Water Utility/Authority	59020 Debt Service - Interest Payments	151,000.00	2,500.00	153,500.00
50300 Wastewater/Sewer Enterprise	0001 No Department	44230 Utility Service Fees	187,000.00	16,500.00	203,500.00
50300 Wastewater/Sewer Enterprise	0001 No Department	44240 Utility Connection Fees	30,500.00	76,500.00	107,000.00
50300 Wastewater/Sewer Enterprise	0001 No Department	44990 Other Charges for Services	4,500.00	25,000.00	29,500.00
50300 Wastewater/Sewer Enterprise	6005 Wastewater Utility/Authority	54999 Other Maintenance	75,000.00	81,000.00	156,000.00
50300 Wastewater/Sewer Enterprise	6005 Wastewater Utility/Authority	56030 Supplies - Field Supplies	28,500.00	-28,500.00	0.00
50300 Wastewater/Sewer Enterprise	6005 Wastewater Utility/Authority	57170 Utilities - Electricity	9,000.00	4,500.00	13,500.00
50300 Wastewater/Sewer Enterprise	6005 Wastewater Utility/Authority	59020 Debt Service - Interest Payments	25,000.00	1,500.00	26,500.00

Justification

Compliance with Section 6-6-2, NMSA, 1978 compilation:

1. The requested budget adjustments were authorized at a scheduled Governing Body meeting open to the public on **0000-00-00**
2. Justification should provide a sufficient explanation for budget adjustment. Backup documentation such as grant award letter or other documents requested by Budget and Finance Analysts, should be submitted on LGBMS.

Approvals

Name	Role	Date
Kathi Jackson	Entity Submitter	2022-07-18 17:45:38



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LOWER RIO GRANDE

Public Water Works Authority

Resolution #FY2023-05 Final Budget for Fiscal Year 2023

Whereas, in order to comply with Sections 6-6-1 and 6-6-2 NMSA 1978 and to apply for CDBG funding, the Board of Directors wishes to adopt and pass a resolution to approve and adopt the FY2023 Final Budget on July 20, 2022.

Therefore, be it resolved, the Board of Directors adopts and passes this resolution approving and adopting the FY2022 Final Budget officially approved on July 20, 2022.

PASSED, APPROVED, AND ADOPTED: July 20, 2022.

Esperanza Holguin, Chairman

Seal:

Joe Evaro, Secretary

Fund	Water Budget FY2023	Interim Budget	Adjustments	Final Budget
11000 General Operating Fund	10101 Unrestricted Cash	\$ 1,179,390.00		\$ 1,179,390.00
11000 General Operating Fund	10102 Restricted Cash	\$ 660,559.00		\$ 660,559.00
11000 General Operating Fund	61200 Transfers Out	\$ 300,000.00		\$ 300,000.00
50100 Water Enterprise	61100 Transfers In	\$ 300,000.00		\$ 300,000.00
50100 Water Enterprise	44010 Administrative Fees	\$ 13,440.00		\$ 13,440.00
50100 Water Enterprise	44190 Rental Fees	\$ 10,500.00		\$ 10,500.00
50100 Water Enterprise	44220 Water Use Fees	\$ 3,082,275.00	\$ 130,925.00	\$ 3,213,200.00
50100 Water Enterprise	44230 Utility Service Fees	\$ 5,250.00		\$ 5,250.00
50100 Water Enterprise	44240 Utility Connection Fees	\$ 52,500.00		\$ 52,500.00
50100 Water Enterprise	44250 Utility Re-Connection Fees	\$ 159,075.00		\$ 159,075.00
50100 Water Enterprise	44270 Impact Fees	\$ 42,000.00		\$ 42,000.00
50100 Water Enterprise	44990 Other Charges for Services	\$ 7,350.00		\$ 7,350.00
50100 Water Enterprise	46050 Joint Power Agreements Income	\$ 102,000.00		\$ 102,000.00
50100 Water Enterprise	46900 Miscellaneous - Other	\$ 111,300.00		\$ 111,300.00
	Total Revenue	\$ 3,885,690.00	\$ 130,925.00	\$ 4,016,615.00
50100 Water Enterprise	51020 Salaries - Full-Time Positions	\$ 1,128,750.00		\$ 1,128,750.00
50100 Water Enterprise	51060 Salaries - Overtime	\$ 52,500.00		\$ 52,500.00
50100 Water Enterprise	51900 Salaries - Other Wages	\$ 235,725.00		\$ 235,725.00
50100 Water Enterprise	52010 FICA - Regular	\$ 84,000.00		\$ 84,000.00
50100 Water Enterprise	52011 FICA - Medicare	\$ 18,900.00		\$ 18,900.00
50100 Water Enterprise	52020 Retirement	\$ 183,750.00		\$ 183,750.00
50100 Water Enterprise	52030 Health and Medical Premiums	\$ 262,500.00	\$ 47,500.00	\$ 310,000.00
50100 Water Enterprise	52040 Life Insurance Premiums	\$ 13,125.00	\$ 6,875.00	\$ 20,000.00
50100 Water Enterprise	52050 Dental Insurance Premiums	\$ 13,125.00		\$ 13,125.00
50100 Water Enterprise	52060 Vision Insurance Medical Premiums	\$ 4,200.00		\$ 4,200.00
50100 Water Enterprise	52080 Other Insurance Premiums	\$ 525.00	\$ 475.00	\$ 1,000.00
50100 Water Enterprise	52100 Workers' Compensation Premium	\$ 15,750.00		\$ 15,750.00
50100 Water Enterprise	53030 Travel - Employees	\$ 12,075.00		\$ 12,075.00
50100 Water Enterprise	53050 Transportation Costs	\$ 1,575.00		\$ 1,575.00
50100 Water Enterprise	54030 Maintenance & Repairs - Grounds/Roadways	\$ 228,900.00		\$ 228,900.00
50100 Water Enterprise	54040 Maintenance & Repairs - Vehicles	\$ 52,500.00		\$ 52,500.00
50100 Water Enterprise	54999 Other Maintenance	\$ 105,000.00		\$ 105,000.00

50100 Water Enterprise	55010 Contract - Audit	\$ 14,700.00		\$ 14,700.00
50100 Water Enterprise	55030 Contract - Professional Services	\$ 161,831.00		\$ 161,831.00
50100 Water Enterprise	55999 Contract - Other Services	\$ 10,500.00	\$ 2,500.00	\$ 13,000.00
50100 Water Enterprise	56020 Supplies - General Office	\$ 11,550.00		\$ 11,550.00
50100 Water Enterprise	56030 Supplies - Field Supplies	\$ 100,984.00		\$ 100,984.00
50100 Water Enterprise	56040 Supplies - Furniture/Fixtures/Equipment (Non-Capi	\$ 21,000.00		\$ 21,000.00
50100 Water Enterprise	56110 Supplies - Uniforms/Linen	\$ 15,750.00		\$ 15,750.00
50100 Water Enterprise	56120 Supplies - Vehicle Fuel	\$ 63,000.00	\$ 27,000.00	\$ 90,000.00
50100 Water Enterprise	56999 Supplies - Other	\$ 152,250.00		\$ 152,250.00
50100 Water Enterprise	57050 Employee Training	\$ 5,250.00		\$ 5,250.00
50100 Water Enterprise	57070 Insurance - General Liability/Property	\$ 94,500.00		\$ 94,500.00
50100 Water Enterprise	57080 Postage	\$ 3,150.00		\$ 3,150.00
50100 Water Enterprise	57090 Printing/Publishing/Advertising	\$ 49,875.00	\$ 10,125.00	\$ 60,000.00
50100 Water Enterprise	57150 Subscriptions & Dues	\$ 3,150.00		\$ 3,150.00
50100 Water Enterprise	57160 Telecommunications	\$ 42,000.00		\$ 42,000.00
50100 Water Enterprise	57170 Utilities - Electricity	\$ 232,050.00		\$ 232,050.00
50100 Water Enterprise	57171 Utilities - Natural Gas	\$ 3,150.00		\$ 3,150.00
50100 Water Enterprise	57999 Other Operating Costs	\$ 53,550.00	\$ 36,450.00	\$ 90,000.00
50100 Water Enterprise	59010 Debt Service - Principal Payments	\$ 276,000.00		\$ 276,000.00
50100 Water Enterprise	59020 Debt Service - Interest Payments	\$ 158,550.00		\$ 158,550.00
	Total Expenses	\$ 3,885,690.00	\$ 130,925.00	\$ 4,016,615.00
	Wastewater Budget FYE2023	Interim Budget	Adjustments	Final Budget
50300 Wastewater/Sewer Enterprise	44230 Utility Service Fees	\$ 196,350.00		\$ 196,350.00
50300 Wastewater/Sewer Enterprise	44240 Utility Connection Fees	\$ 32,025.00	\$ 75,000.00	\$ 107,025.00
50300 Wastewater/Sewer Enterprise	44990 Other Charges for Services	\$ 4,725.00		\$ 4,725.00
	Total Revenue	\$ 233,100.00	\$ 75,000.00	\$ 308,100.00
50300 Wastewater/Sewer Enterprise	51020 Salaries - Full-Time Positions	\$ 52,500.00		\$ 52,500.00
50300 Wastewater/Sewer Enterprise	51060 Salaries - Overtime	\$ 4,725.00		\$ 4,725.00
50300 Wastewater/Sewer Enterprise	52010 FICA - Regular	\$ 525.00		\$ 525.00
50300 Wastewater/Sewer Enterprise	52011 FICA - Medicare	\$ 2,625.00		\$ 2,625.00
50300 Wastewater/Sewer Enterprise	52020 Retirement	\$ 7,350.00		\$ 7,350.00
50300 Wastewater/Sewer Enterprise	54999 Other Maintenance	\$ 78,750.00	\$ 30,000.00	\$ 108,750.00

50300 Wastewater/Sewer Enterprise	56030 Supplies - Field Supplies	\$ 29,925.00		\$ 29,925.00
50300 Wastewater/Sewer Enterprise	57170 Utilities - Electricity	\$ 9,450.00	\$ 15,000.00	\$ 24,450.00
50300 Wastewater/Sewer Enterprise	59010 Debt Service - Principal Payments	\$ 31,750.00		\$ 31,750.00
50300 Wastewater/Sewer Enterprise	59020 Debt Service - Interest Payments	\$ 15,500.00	\$ 30,000.00	\$ 45,500.00
	Total Expenses	\$ 233,100.00	\$ 75,000.00	\$ 308,100.00

**AGREEMENTS FOR ENGINEERING SERVICES
(Publicly Funded Project)**

THIS Agreement, made this 20th day of July 2022 (effective date) by and between Lower Rio Grande Public Water Works Authority hereinafter referred to as the OWNER, and Miller Engineers, Inc. d/b/a Souder, Miller & Associates hereinafter referred to as the ENGINEER. This contract expires on July 19, 2025.

The OWNER intends to construct a Project consisting of planning, design and construction of water and wastewater system improvements as requested on an on-call basis.

in Doña Ana County, State of New Mexico, which may be paid for in part or in full with financial assistance from the New Mexico Environment Department, hereinafter referred to as NMED; and/or the New Mexico Finance Authority, hereinafter referred to as NMFA; and/or the New Mexico Department of Finance, hereinafter referred to as DFA; all collectively referred to as the Funding Agency. The State of New Mexico nor any of its departments, agencies, or employees is or will be a party to this Agreement or any subagreement. The ENGINEER agrees to perform the various professional engineering services for the planning, design, and construction of said Project in accordance with the provisions of this Agreement.

Engineer's services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 2 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided.

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Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.
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Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.

- ☐ Attachment IV - Engineering Services During the Construction Phase
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.
- ☐ Attachment V - Engineering Services During the Operation Phase
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.
- ☐ Attachment VI – Amendments to Agreements for Engineering Services
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.
- ☐ _____

SECTION A – GENERAL PROVISIONS

1. General

(a) This Agreement represents the entire and integrated Agreement between the OWNER and the ENGINEER for the Project and supersedes all prior negotiations, representations or agreements, either written or oral. In the event, any provisions of this Agreement or any subsequent amendment shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. The General provisions of this Agreement supersede any conflicting SPECIAL PROVISIONS.

(b) The OWNER and the ENGINEER each is bound and the partners, successors, executors, administrators and legal representatives of the OWNER and the ENGINEER are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement. Neither the OWNER nor the ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in the Agreement without written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Unless expressly provided otherwise in this Agreement:

(1) Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by the OWNER or the ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them; and

(2) All duties and responsibilities undertaken pursuant to this Agreement will be for sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.

(c) The ENGINEER will work closely with the OWNER to confirm all Funding Agency requirements are met.

(d) The ENGINEER will attend conferences and public hearings with the OWNER, at which representatives of the Funding Agency and interested parties will also be in attendance, and provide assistance in connection with such undertakings as provided for in the scope of work detailed in the Attachments.

2. Approvals

(a) This Agreement shall not become effective until reviewed and approved by the Funding Agency. Such approval shall be evidenced by the signature of a duly authorized representative of the Funding Agency in the space provided in the Attachments to this Agreement. The approval shall in no way commit the Funding Agency to render financial assistance to the OWNER. The Funding Agency is without liability for any payment hereunder, but in the event such assistance is provided, the approval shall signify that the provisions of this Agreement are consistent with the requirements of the Funding Agency.

(b) Review or approval of documents by or for the Funding Agency under this Agreement is

for administrative purposes only and does not relieve the ENGINEER or OWNER of their responsibilities to design, construct and operate the Project as required under law, regulations, permits and good management practices.

3. Responsibilities of the ENGINEER

(a) The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of design drawings, specifications, reports, and other services furnished by the ENGINEER under this Agreement. If this Agreement involves environmental measures or data generation, the ENGINEER shall comply with EPA quality assurance requirements that can be found on their website at <http://www.epa.gov/quality/index.html>. The ENGINEER shall keep the OWNER informed of the performance of the ENGINEER'S duties under this Agreement. The ENGINEER shall, promptly and without additional compensation, correct or revise errors or omissions in the design drawings, specifications, reports, and other services provided by ENGINEER under terms of this Agreement.

(b) The ENGINEER shall perform the professional services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement and applicable Funding Agency requirements in effect on the date of execution of any assistance agreement for this Project.

(c) The OWNER or Funding Agency review or approval of design drawings, specifications, reports, and other services furnished hereunder shall not in any way relieve the ENGINEER of responsibility for the technical adequacy of the work. Neither the OWNER nor Funding Agency review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of action arising out to the performance of this Agreement.

(d) The ENGINEER shall be, and shall remain, liable to the proportionate extent, in accordance with applicable law, for damages to the OWNER caused by the ENGINEER's negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the OWNER or OWNER-furnished data. The ENGINEER shall not be responsible for any time delays in the Project caused by circumstances beyond the ENGINEER'S control.

(e) The ENGINEER'S opinions of probable Construction Cost are to be made on the basis of the ENGINEER'S experience and qualifications and represent ENGINEER'S best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since the ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over Contractor's methods of determining prices, or over competitive bidding or market conditions, the ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost and project schedules will not vary from opinions of probable Construction Cost prepared by the ENGINEER. If the OWNER wishes greater assurance as to probable Construction Cost, the OWNER shall employ an independent cost estimator.

(f) During the Construction Phase, the ENGINEER shall not at any time supervise, direct, or have control over the Contractor's work, nor shall the ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of the Contractor to

comply with Laws and Regulations applicable to the Contractor's furnishing and performing the Work.

(g) The standard of care of all professional engineering and related services performed or furnished by the ENGINEER under this Agreement will be the care and skill ordinarily used by members of subject profession practicing under similar circumstances at the same time and in the same locality. The ENGINEER makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with the ENGINEER'S services.

(h) The ENGINEER's obligations under this clause are in addition to the ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that the OWNER may have against the ENGINEER for faulty materials, equipment, or work.

4. Responsibilities of the OWNER

(a) The OWNER shall designate in writing a person authorized to act as the OWNER's representative. The OWNER or its representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations promptly in writing.

(b) The OWNER shall be responsible for, and the ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by the OWNER to the ENGINEER pursuant to this Agreement. The ENGINEER may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement without responsibility for verifying accuracy of the OWNER furnished data and information.

(c) The OWNER shall provide to the ENGINEER full and free access to enter upon all property required for the performance of the ENGINEER's services under this Agreement.

(d) The OWNER may make and retain copies of documents for information and reference in connection with use on the Project by the OWNER. Such documents are not intended or represented to be suitable for reuse by the OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the ENGINEER will be at the OWNER's sole risk and without liability or legal exposure to the ENGINEER. Any verification or adaptation as stated above, will entitle the ENGINEER to further compensation at rates to be agreed upon by the OWNER and the ENGINEER.

5. Changes

(a) The OWNER and the ENGINEER may, at any time, with prior approval of the Funding Agency, make changes within the general scope of this Agreement in the services or work to be performed. Any such change must be in writing and approved by both parties to this Agreement. If such changes cause an increase or decrease in the ENGINEER's cost or time required to perform any services under this Agreement, whether or not changed by any order, the OWNER shall make an equitable adjustment and modify this Agreement in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within thirty (30) calendar days from the date it receives the OWNER's notification of change, unless the OWNER grants additional time before the date of final payment.

(b) No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the OWNER.

(c) All changes to the scope, cost or time of this Agreement and services described in the Attachments must be in writing and documented in Attachment VI – Amendment to Agreements for Engineering Services.

6. Termination of Contract

(a) This Agreement may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. Any termination must be in writing. No such termination may be effected unless the other party is given: 1) not less than fourteen (14) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and 2) an opportunity to cure the default with the terminating party before termination.

(b) This Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given: 1) not less than fourteen (14) calendar days written notice (delivered by certified, return receipt requested) of intent to terminate; and 2) an opportunity for consultation with the OWNER prior to termination.

(c) If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this agreement shall be made, but: 1) no amount shall be allowed for anticipated profit on unperformed services or other work; and 2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER's default. If the ENGINEER effects termination for default, or if the OWNER effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.

(d) Upon receipt of a termination action under paragraphs (a) or (b) above, the ENGINEER shall: 1) promptly discontinue all affected work (unless the notice directs otherwise); and 2) deliver or otherwise make available to the OWNER within fourteen (14) calendar days copies of all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement, whether completed or in process.

(e) Upon termination under paragraphs (a) or (b) above, the OWNER may take over the work and may award another party an Agreement to complete the work under this Agreement.

(f) If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the Agreement price shall be made as provided in paragraph 6(c) of this clause.

7. Payment

(a) The ENGINEER will submit to the OWNER for services rendered an itemized bill showing charges for such services accompanied by any additional documentation requested by the OWNER. Such invoices are limited to no more than one per month. Compensation will be based on the lump sum or standard hourly rate with a maximum method of payment as detailed

in the Attachments.

(b) The OWNER shall pay the ENGINEER applicable gross receipt taxes and reimbursable expenses at the rates set forth in the appropriate Attachment. The amounts payable to the ENGINEER for reimbursable expenses will be the project-related internal expenses, such as reproduction, and all invoiced external reimbursable expenses allocatable to the project, including consultants, multiplied by a factor of 1.1 (1.1 MAXIMUM). Mileage will be reimbursed at the current federally approved IRS rate. Mileage and per diem will not be multiplied by a factor. Reimbursable expenses shall not exceed the estimate in the Attachments without prior written approval of the OWNER, with Funding Agency concurrence. Copies of invoices from consultants, mileage logs, and receipts for which the ENGINEER is requesting reimbursement must accompany the ENGINEER'S invoice.

(c) The OWNER shall notify the ENGINEER of any disputed amounts in the invoices within fourteen (14) calendar days of receipt. If the OWNER contests an invoice, the OWNER may withhold only that portion so contested, and must pay the undisputed portion.

(d) Final Payment under this Agreement, or settlement upon termination of this Agreement, shall not constitute a waiver of the OWNER's claims against the ENGINEER under this Agreement.

(e) If the OWNER fails to make any payment due to the ENGINEER within forty-five (45) calendar days after the OWNER's receipt of the ENGINEER's invoice, the amount due to the ENGINEER shall be increased at the rate of 1.5% per month from said forty-fifth day. Any payment of interest under this contract is not reimbursable from grant or loan funds. In addition, after ten (10) calendar days' prior written notice, the ENGINEER may suspend services under this Agreement until the ENGINEER is paid in full. The OWNER waives any and all claims against the ENGINEER for any such suspension.

8. Time

(a) PROGRESS AND COMPLETION

1. The ENGINEER has prepared and the OWNER has approved a schedule for the performance of the ENGINEER's services. This schedule is reflected in the contract time(s) as detailed in the Attachment(s) and represents reasonable times in which to complete the services. The schedule includes reasonable times required for the OWNER and other applicable parties to the agreement to provide necessary information, provide any applicable services not included in the ENGINEER's Scope of Work and make decisions necessary for completion of the work. The schedule also includes reasonable allowances for review and approval times required by the OWNER and by public authorities having jurisdiction over the Project. The schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the OWNER, or for delays or other causes beyond the ENGINEER's reasonable control.
2. The ENGINEER shall proceed expeditiously, consistent with professional skills, with adequate forces to achieve completion within the Contract Time.
3. The OWNER shall not be liable to the ENGINEER for additional time or money if the ENGINEER submits a progress report expressing an intention to achieve completion of the Work prior to the Contract Time and then is not able to achieve intended accelerated

schedule regardless of the reason.

4. If the ENGINEER is delayed at any time in the commencement or progress of the Work by an act or negligence of the OWNER, changes in the Work as agreed upon by the OWNER and the ENGINEER in writing, or other causes beyond the ENGINEER'S control, then the Contract Time may be extended per Section 5 of this Agreement. Extensions of time not associated with modifications or changes to the Work shall not be allowed to increase the Contract amount for overhead or for any other reason and shall strictly apply toward liquidated damages, as found in Subsection (b) of this Section.
5. The ENGINEER shall promptly notify the OWNER in writing of any conditions that may delay delivery of work beyond the Contract Time.
6. The OWNER shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the ENGINEER'S performance of its Services.

(b) CONTRACT TIME AND LIQUIDATED DAMAGES

1. The ENGINEER agrees that the Services being provided under this Agreement will be performed regularly, diligently and without interruption at such rate of progress as will provide for completion within the Contract Time. It is expressly understood and agreed, by and between the ENGINEER and the OWNER, that the Contract Time is a reasonable time for completion of the Services, taking into consideration the usual conditions for performing the Services. The ENGINEER agrees to promptly notify the OWNER of delays in completing the services under this Agreement that are beyond ENGINEER's control and for which a Contract Time extension will be requested. If the ENGINEER neglects, fails, or refuses to complete the Services within the Contract Time, including any time extension granted by the OWNER, then the ENGINEER agrees to pay the OWNER the amount specified in the Attachments, not as a penalty, but as liquidated damages.
2. The parties agree that the amount of the likely damages to the OWNER for such delay is difficult to ascertain at the time of execution of this Agreement, but that a reasonable estimate of such damages may be deducted from any monthly payments due to the ENGINEER, or from other monies being withheld from the ENGINEER, when a reasonable estimate of the expected date of completion can be determined by the OWNER.
3. Final accounting of liquidated damages shall be determined at completion and the ENGINEER shall be liable for any liquidated damages over and above unpaid balances held by the OWNER.
4. The OWNER and the ENGINEER agree that reasonable liquidated damages for delay (but not as a penalty) due from the ENGINEER to the OWNER are \$100.00 (minimum one-hundred dollars [\$100.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement until the Work is complete and accepted by the OWNER. The OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

9. Project Design

Unless otherwise approved by the OWNER and Funding Agency, the ENGINEER shall specify materials, equipment, and processes that are readily available through competitive procurement and consistent with State and Federal regulations.

10. Audits and Access to Records

(a) The ENGINEER shall maintain books, records, documents, and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, and Funding Agency regulations in effect on the date of execution of this Agreement. The ENGINEER shall also maintain the financial information and data used by the ENGINEER in the preparation of the cost submission required under EPA regulations in effect on the date of execution for any negotiated agreement or amendment thereof. and a copy of the cost summary submitted to the OWNER. The Funding Agency, the Comptroller General of the United States, the U.S. Department of Labor, the OWNER, and the State water pollution control agency, or their duly authorized representatives, shall have access to such books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The ENGINEER will provide proper facilities for such access and inspection.

(b) The ENGINEER agrees to make paragraphs (a) through (f) applicable to agreements it awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (f) of this clause applicable to all amendments directly related to Project performance.

(c) Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies) and the General Accounting Office.

(d) The ENGINEER agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a) upon their request.

(e) Records under paragraphs (a) and (b) above shall be maintained and made available by the ENGINEER during performance of services under this Agreement and for three (3) years from the date of final Federal/State assistance payment to the OWNER for the Project. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the ENGINEER until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

(f) This right of access clause applies to financial records pertaining to agreements (except formally advertised, competitively awarded, fixed price agreements) and agreement amendments regardless of the type of agreement. In addition, this right of access applies to records pertaining to all agreements and agreement amendments:

1. To the extent the records pertain directly to Agreement performance; or
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. If the Agreement is terminated for default or for convenience.

11. Subcontracts

(a) Any subcontractors and outside associates or consultants required by the ENGINEER in connection with services under this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations of this Agreement. The OWNER must give prior approval for any substitutions, additions or deletions to such subcontractors, associates, or consultants but will not dictate whom the ENGINEER must hire.

(b) The ENGINEER may not subcontract services to subcontractors or consultants in excess of thirty (30) percent of the total phased compensation due to the ENGINEER and detailed in the Attachments without prior written approval of the OWNER and funding agency.

12. Insurance

The ENGINEER agrees to obtain and maintain, at their expense, such insurance as specified in Attachment I.

13. Environmental Condition of Site

(a) The OWNER has disclosed to the ENGINEER in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

(b) The OWNER represents to the ENGINEER that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to the ENGINEER, exist at the Site.

(c) If the ENGINEER encounters an undisclosed Constituent of Concern, then the ENGINEER shall notify: 1) the OWNER; and 2) appropriate governmental officials if the ENGINEER reasonably concludes that doing so is required by applicable Laws or Regulations.

(d) It is acknowledged by both parties that the ENGINEER'S scope of services does not include any services related to Constituents of Concern. If the ENGINEER or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then the ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until the OWNER: 1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and 2) warrants that the Site is in full compliance with applicable Laws and Regulations.

(e) If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of the ENGINEER'S services under this Agreement, then the ENGINEER shall have the option of: 1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or 2) terminating this Agreement for cause on 30 calendar days' notice.

(f) Owner acknowledges that the ENGINEER is performing professional services for the OWNER and that the ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with the ENGINEER'S activities under this Agreement.

14. Mutual Waiver

To the fullest extent permitted by law, the OWNER and the ENGINEER waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

15. Independent Contractor

The ENGINEER will, at all times during the performance of this Agreement and in connection with the Services, be deemed to be an Independent Contractor. No relationship of employer-employee or agency or other fiduciary capacity is created by this Agreement or by the ENGINEER'S performance of the Services.

16. Equal Employment Opportunity

The ENGINEER shall comply with U.S. Executive Order 11246, entitled "Equal Employment Opportunity", as amended by U.S. Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

17. Gratuities

(a) If the OWNER find that the ENGINEER or any of the ENGINEER's agents or representatives offered or gave gratuities (in the form of entertainment, gifts, or otherwise), to any official, employee, or agent of the OWNER or the Funding Agency in an attempt to secure this Agreement, or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, the OWNER may, by written notice to the ENGINEER, terminate this Agreement. The OWNER may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which the OWNER bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

(b) In the event this Agreement is terminated as provided in Subsection (a) of this Section, the OWNER may pursue the same remedies against the ENGINEER as it could pursue in the event of a breach of the Agreement by the ENGINEER. As a penalty, in addition to any other damages to which it may be entitled by law, the OWNER may pursue exemplary damages in an amount (as determined by the OWNER) which shall be not less than three nor more than ten times the costs the ENGINEER incurs in providing any such gratuities to any such officer or employee.

18. Covenant Against Contingent Fees

The ENGINEER represents that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the ENGINEER for the purpose of securing business. For breach or violation of this assurance the OWNER shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

19. Cost and Pricing Data on Federally-funded Projects (delete section if not applicable)

The ENGINEER and its subcontractor(s) confirm that cost and pricing data submitted for

evaluation with respect to negotiation of prices for negotiated agreements, lower tier subagreements, or amendments are based on current, accurate, and complete data supported by their books and records. If the OWNER, or Funding Agency determines that any price (including profit) negotiated in connection with this Agreement, any lower tier subagreement, or any amendment thereunder was increased by any significant sums because the data provided was incomplete, inaccurate, or not current at the time of submission, then such price or cost or profit shall be reduced accordingly; and this Agreement shall be modified in writing to reflect such action. Failure to agree on a reduction shall be subject to the Remedies clause of this Agreement.

20. Remedies

Unless otherwise provided in this Agreement, all claims, counter-claims, disputes, and other matters in question between the OWNER and the ENGINEER arising out of or relating to this Agreement or the breach of it will be decided by non-binding mediation or arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

21. Assurance Against Debarment

The ENGINEER confirms that it and its subcontractors have not been suspended or debarred by EPA, USDA, or the State of New Mexico.

SECTION B –ENGINEERING SERVICES

The ENGINEER shall furnish ENGINEERING SERVICES as follows in accordance with the GENERAL PROVISIONS of the Agreement and as authorized by the appropriate Attachment to this Agreement:

1. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment II – Engineering Services During the Planning Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.
2. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment III – Engineering Services During the Design Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.
3. ENGINEER shall complete the ENGINEER SERVICES described in Attachment IV – Engineering Services During the Construction Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to by both parties.
4. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment V – Engineering Services During the Operation Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.

SECTION C – SPECIAL PROVISIONS OR MODIFICATIONS TO THE STANDARD LANGUAGE IN THIS AGREEMENT

(Mark those that apply or describe, attach or indicate “None”)

☐ None

1. The OWNER and ENGINEER agree that the contract time identified in each Attachment to this Agreement is considered met upon substantial completion of the Work associated with each Phase. Substantial completion is understood as submittal of a final draft of the required documentation and/or completion of tasks identified for each Phase. Liquidated damages shall not apply to the time required for final review and acceptance by the OWNER and/or the Funding Agency, and time required by the ENGINEER to make minor adjustments to the Work as requested by the OWNER, State regulatory agencies, or Funding Agency. The time required by the ENGINEER to make such minor adjustments however, shall not exceed 21 days, after which time liquidated damages as identified in Section A.8 shall apply.

2. The standard rates identified within each Exhibit to the present Agreement are effective as of the date of the Agreement and will be adjusted annually and submitted to the OWNER in the month of January of each subsequent year that the Agreement remains in force, to reflect equitable changes in the compensation payable to ENGINEER. The only rate that will be adjusted automatically with or without notification is the mileage rate which is tied to the current IRS rate as of the date of each invoice.

3. Final submittal of documents shall also be submitted in pdf format that can be transmitted electronically (i.e. files must be small enough to be transmitted by email and to be uploaded). All elements of the final submittal must also be submitted in their original editable formats including but not limited to CAD files, water model files, GIS files, Microsoft Word files, etc. Files in editable formats shall not contain the engineer's stamp. All elements of the final stamped submittal will be submitted in their original PDF format. All elements of the final submittal shall be submitted in their original format, full size PDF format, and PDF format reduced for electronic transmission.

The reports, plans, technical specifications and other engineering products created as a result of the contract, as provided by the ENGINEER and its subconsultants, are created specifically for the project and are intended to be used only for this project. The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold the ENGINEER and its subconsultants harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification to the plans and technical NER or any person or entity that acquires the plans and technical specification from or through the OWNER.

☒ For Planning Grant Funds from NMFA Insert the note: For Preliminary Engineering Reports or other documents paid for using NMFA Planning Grant Funds, the community can only submit one reimbursement request. This request for payment must be based on a final invoice and can only occur after the document is approved by the pertinent reviewing agency. Interim payments to the engineer will be at the discretion of the community as agreed upon in this contract.

☒ The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the OWNER may immediately terminate this Agreement by giving the ENGINEER written notice of such termination. The OWNER's decision as to whether sufficient appropriations are available shall be accepted by the ENGINEER and shall be final. The ENGINEER hereby waives any rights to assert an impairment of contract claim against the OWNER or NMED or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the OWNER or the Department

☒ This contract is funded in whole or in part by funds made available under a NMED Grant Agreement. Should the NMED early terminate the grant agreement, the OWNER may early terminate this contract by providing the ENGINEER written notice of such termination. In the event of termination pursuant to this paragraph, the OWNER's only liability shall be to pay the ENGINEER or vendor for acceptable goods delivered and services rendered before the termination date.

☐ MODEL CONTRACT CLAUSE FOR ENGINEERING AGREEMENTS
used for Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF) projects.

1. PRIVITY OF CONTRACT

This contract is expected to be funded in part with funds from the U.S. Environmental Protection Agency. Neither the United States nor any of its departments, agencies or employees is, or will be, a party to this contract or any lower tier contract. This contract is subject to the applicable EPA procurement regulations in effect on the date of the assistance award for this project.

2. CHANGES

1. The OWNER may at any time, by written order make changes within the general scope of this contract in the services to be performed. If such changes cause an increase or decrease in the ENGINEER'S cost or time required to perform any services under this contract, whether or not changed by any order, the OWNER shall make an equitable adjustment and modify this contract in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within 30 days from the date it receives the OWNER'S notification of change, unless the OWNER grants additional time before the date of final payment.

2. No claim by the ENGINEER for an equitable adjustment shall be allowed if made after final payment under this contract.

3. No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the OWNER.

3. TERMINATION

a. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is

given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

b. This contract may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given: 1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and; 2) an opportunity for consultation with the terminating party prior to termination.

c. If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this contract shall be made, but: 1) no amount shall be allowed for anticipated profit on unperformed services or other work; and 2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER'S default. If the ENGINEER effects termination for default, or if the OWNER effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.

d. Upon receipt of a termination action under paragraphs (a) or (b) above, the Engineer shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the Owner all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Engineer in performing this contract, whether completed or in process.

e. Upon termination under paragraphs (a) or (b) above, the Owner may take over the work and may award another party a contract to complete the work under this contract.

f. If, after termination for failure of the Engineer to fulfill contractual obligations, it is determined that the Engineer had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the Owner. In such event, adjustment of the sub-agreement price shall be made as provided in paragraph (c) of this clause.

4. REMEDIES

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the OWNER and the ENGINEER arising out of, or relating to, this contract or the breach of it will be decided, if the parties mutually agree, by arbitration, mediation, or other alternative dispute resolution mechanism; or in a court of competent jurisdiction within the State in which the OWNER is located.

5. AUDIT; ACCESS TO RECORDS

a. The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance on EPA funded work under this contract in accordance with generally accepted accounting principles and practices consistently applied, and the applicable EPA regulations in effect on the date of execution of this contract. The ENGINEER shall also maintain the financial information and data used in the preparation or support of any cost submission required under applicable regulations for negotiated contracts or change orders and

a copy of the cost summary submitted to the OWNER. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, the OWNER, and [the State] or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. The ENGINEER will provide proper facilities for such access and inspection.

b. If this is a fixed price contract awarded through sealed bidding or otherwise on the basis of effective price competition, the ENGINEER agrees to make paragraphs (a) through (f) of this clause applicable to all negotiated change orders and contract amendments affecting the contract price. In the case of all other types of prime contracts, the ENGINEER agrees to make paragraphs (a) through (f) applicable to all contract awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (f) of this clause applicable to all change orders directly related to project performance.

c. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency(ies).

d. The ENGINEER agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a).

e. Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph (a) of this clause shall have access to records at any reasonable time for as long as the records are maintained.

f. This right of access clause applies to financial records pertaining to all contracts (except for fixed price contracts awarded through sealed bidding or otherwise on the basis of effective price competition) and all contract change orders regardless of the type of contract, and all contract amendments regardless of the type of contract. In addition, this right of access applies to all records pertaining to all contracts, contract change orders and contract amendments:

1. To the extent the records pertain directly to contract performance;
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. If the sub-agreement is terminated for default or for convenience.

6. COVENANT AGAINST CONTINGENT FEES

The ENGINEER assures that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the ENGINEER for the purpose of securing business. For breach or violation of this assurance, the OWNER shall have the right to annul this agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

7. GRATUITIES

a. If the OWNER finds after a notice and hearing that the ENGINEER or any of the ENGINEER'S agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the OWNER, the State or EPA in an attempt to secure a contract or favorable treatment in awarding, amending or making any determinations related to the performance of this contract, the OWNER may, by written notice to the ENGINEER, terminate this contract. The OWNER may also pursue other rights and remedies that the law or this contract provides.

b. In the event this contract is terminated as provided in paragraph (a), the OWNER may pursue the same remedies against the ENGINEER as it could pursue in the event of a breach of the contract by the ENGINEER, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by the Owner) which shall be not less than three nor more than ten times the costs the ENGINEER incurs in providing any such gratuities to any such officer or employee.

8. FINAL PAYMENT

Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract or as a termination settlement under this contract the ENGINEER shall execute and deliver to the OWNER a release of all claims against the OWNER arising under, or by virtue of, this contract, except claims which are specifically exempted by the ENGINEER to be set forth therein. Unless otherwise provided in this contract, by State law or otherwise expressly agreed to by the parties to this contract, final payment under this contract or settlement upon termination of this contract shall not constitute a waiver of the OWNER'S claims against the ENGINEER under this contract.

9. 40 CFR Part 33

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in termination of this contract or other legal available remedies.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement on the respective dates indicated below.

The parties further certify by their signatures below that no modifications have been made to the standard language of this Agreement, other than those detailed in Section C.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: _____ Date: July 20, 2022

OWNER

Type Name Esperanza Holguin

Title Board Chair

By:  _____ Date: 13Jul2022

ENGINEER

Type Name Lilla J. Reid, P.E.

Title Senior Vice President

Address 3500 Sedona Hills Parkway

Las Cruces, NM 88011

REVIEWED AND APPROVED: FUNDING AGENCY

AGENCY NAME: _____

By _____

Type Name _____

Date _____

ATTACHMENT I – Insurance

The ENGINEER agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability and automobile insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER, or by the ENGINEER's employees, for the ENGINEER's functions and services required under this Agreement. Such insurance shall be in an amount not less than \$500,000 for injury to any one person and \$1,000,000 on account of any one accident and in the amount of not less than \$1,000,000 for property damage. The ENGINEER further agrees to procure and maintain professional liability (errors and omissions) insurance in an amount not less than \$1,000,000 per claim and in the aggregate. Prior to commencement of any work, the ENGINEER shall furnish to the OWNER a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least ten (10) calendar days prior written notice shall have been given to the OWNER. ENGINEER shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement.