



**LOWER RIO GRANDE**  
**Public Water Works Authority**

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

[www.LRGauthority.org](http://www.LRGauthority.org)

Sign In Sheet







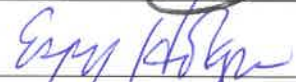


Page \_\_\_\_ of \_\_\_\_

Date: 10-19-22

Time: 9:00

Places: La Mesa

Event: Regular Board Mtg

SIGNATURE	Print Name, Title, Company	Phone Number	Email Address
	Martin Lopez LRG General Manager	575-233-5742 Ext. 1004	<a href="mailto:martin.lopez@lrgauthority.org">martin.lopez@lrgauthority.org</a>
	Karen Nichols LRG Projects Manager	575-233-5742 Ext. 1018	<a href="mailto:karen.nichols@lrgauthority.org">karen.nichols@lrgauthority.org</a>
	Patricia Charles LRG Projects Special.	575-233-5742 Ext. 1021	<a href="mailto:patty.charles@lrgauthority.org">patty.charles@lrgauthority.org</a>
	Kathi Jackson LRG Finance Manager	575-233-5742 Ext. 1005	<a href="mailto:kathi.jackson@lrgauthority.org">kathi.jackson@lrgauthority.org</a>
	John Schroder LRG Accounting Assistant	575-233-5742 Ext. 1006	<a href="mailto:john.schroder@lrgauthority.org">john.schroder@lrgauthority.org</a>
	Mike Lopez LRG Operations Manager	575-233-5742 Ext. 1011	<a href="mailto:mike.lopez@lrgauthority.org">mike.lopez@lrgauthority.org</a>
	Espy Holguin LRG Board Chair	575-644-9543	<a href="mailto:Espy.holguin@lrgauthority.org">Espy.holguin@lrgauthority.org</a>
Via Zoom	Furman Smith LRG Board Vice Chair	575-382-5982	<a href="mailto:furman.smith@lrgauthority.org">furman.smith@lrgauthority.org</a>
	Joe Evaro LRG Board Secretary	575-618-0182	<a href="mailto:joe.evaro@lrgauthority.org">joe.evaro@lrgauthority.org</a>
	Paul Smith LRG Board Director	505-710-4671	<a href="mailto:paul.smith@lrgauthority.org">paul.smith@lrgauthority.org</a>
Via Zoom	Glory Juarez LRG Board Director	575-494-2750	<a href="mailto:glory.juarez@lrgauthority.org">glory.juarez@lrgauthority.org</a>
	Josh Smith LRG Attorney	575-528-0500	
Via Zoom	Marty Howell Solidier Muler & Assoc.	575-647-0799	

# LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

## Draft Minutes —REGULAR BOARD OF DIRECTORS MEETING

9:00 a.m. Wednesday, October 19, 2022 AT THE LA MESA OFFICE & ONLINE VIA ZOOM

Contact us at 575-233-5742 or [board@LRGauthority.org](mailto: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](http://www.LRGauthority.org/noticesavisos.html)

- I. **Call to Order, Roll Call to Establish Quorum:** The Board Chair called the meeting to order at 9:01 a.m. Mr. P. Smith representing District #1 was present, 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 via Zoom, Mr. F. Smith representing District #7 was present via Zoom. Staff members present were General Manager Martin Lopez, Karen Nichols Projects Manager, Patricia Charles Projects Specialist, Kathi Jackson Finance Manager, Accounting Assistant John Schroder, Mike Lopez Operations Manager. Guest present Marty Howell from Souder Miller & Associates.
- II. **Pledge of Allegiance:** The pledge of allegiance was led by General Manager Martin Lopez
- III. **Motion to approve Agenda:** Mr. Evaro made the motion to approve the agenda. Mr. F. 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 September 21, 2022:** Mr. F Smith made the motion to approve the minutes for the Regular Board Meeting on September 21, 2022. Mr. P Smith seconded the motion, the motion passed with all in favor.
- V. **Presentations:** none
- VI. **Public Input:** none
- VII. **Managers' Reports**
  - A. **General Manager:** Mr. Lopez provided a written report and stood for questions. Our health insurance will be increasing by about 2%. RCAC has restarted the rate study, which had been on hold. A rate study is required by USDA and other funding agencies. Rincon employees became LRGPWWA staff on October 5<sup>th</sup>, 2022. Rincon vehicles are in the process of being transferred to our fleet waiting on State Government plates, registration etc. Ms. Charles and Mr. Lopez presented at Mesquite Elementary "Career Day". Want to thank Ms. Meza and Mr. Gutierrez for their assistance with the water system display. The NM Infrastructure Finance Conference will be October 26<sup>th</sup>-28<sup>th</sup> in Albuquerque. 3 staff members and 2 board members will be attending. One of our new Operations staff member, Shawn Zachary passed his water level 2 certification.
  - B. **Operations:** Mr. Lopez provided a written report and stood for questions. The well techs have installed the new media that will go into the Venadito Arsenic plant at Desert Sands, Installation was stalled due to the Vactor trailer being in the shop for a month. We have picked it up and now

will continue the work there. Septembers production was 43.42 million gallons and September 2021's production was 39.63 million gallons.

- C. **Finance:** Ms. Jackson prepared a written report and stood for questions. September 2022 revenue was \$393,477.79, the quarter revenues were \$1,379,748.42 and expenditures for September 2022 were \$350,292.36, the quarter expenditures were \$1,095,023.23. We did not have any major expenditures. The audit is finished, waiting on auditor to finish his paperwork. We had filled a cashier position, but she only worked a week and left. We have hired a replacement. We also filed a Meter reader position, but they left within a week. We have not filled that position yet.
  - **Debt Service:** Ms. Jackson said she provided a list of LRGPPWA debt in the board packet. Mr. Evaro asked what the total debt amount was, Ms. Jackson said Grant total is 8 million currently. Mr. Lopez and Ms. Jackson meet frequently to evaluate the debt and she if there is anything that can be paid off.
- D. **Projects:** Ms. Nichols provided a written report and stood for questions. Still working with Engineering company and contractor to get our building project making some progress. Valle Del Rio Project we are waiting on the Electric company to install 3-phase power to the site it should be done before the end of October. Then the booster and skid can be installed and the old ones can be moved to High Valley. We have an application with the Water Trust Board for the remainder of the Stern Drive interconnect completion, there will be a presentation tomorrow. Mrs. Holguin asked what work was being done at the building site on the road. Mr. Lopez said they are working on installing water lines and working on the board.

#### VIII. Unfinished Business

#### IX. New Business

- A. **Motion to adopt Resolution #FY2023-09 Authorizing the Assignment of Authorized Officers and Agents for SAP 22-G2330-STB for the Valle Del Rio Water Treatment Project:** Mr. F Smith made the motion to adopt Resolution #FY-G2330-STB for Valle Del Rio Water Treatment Project. Mrs. Juarez seconded the motion, the motion passed with all in favor. Mr. Lopez said this is regarding the State Appropriations \$250,000 we received last year. It will be used to relocate a generator and booster from Valle Del Rio to High Valley and to relocate an existing building as well.
- B. **Motion to authorize staff to apply to USDA Rural Development for funding to complete the Mesquite-Brazito Sewer Project 2 as planned and designed.** Mr. F Smith made the motion to authorize staff to apply to USDA Rural Development for funding to complete the Mesquite-Brazito Sewer Project 2 as planned and designed. Mr. P Smith seconded the motion, the motion passed with all in favor.
- C. **Motion to adopt Resolution FY2023-10 Adopting FY2023 1st Quarter Budget:** Mr. F Smith made the motion to adopt Resolution #FY2023-10 adopting FY2023 1<sup>st</sup> Quarter Budget. Mrs. Juarez seconded the motion, the motion passed with all in favor. Mr. Lopez said we were notified by Senator Heimlich's and Senator Lujan's offices that we were not selected to receive funding from their Congressional Appropriations Funding. Instead we want to pursue funding from USDA-RD to complete the Sewer Project to 1/3 of our customers. Ms. Nichols said the reason for applying to

USDA-RD is because we would like to connect all the way to peoples home. State funding does not allow that.

**D. Motion to convene in closed session pursuant to NMSA 1978 10-15-1 H.7- threatened or pending litigation:** Mrs. Juarez made the motion to convene in closed session. Mr. Evaro seconded the motion, the motion passed with all in favor.

i. **Roll Call Vote:** Mr. P. Smith YES (District #1), Vacant (District #2), Mr. Evaro YES (District #3), Mrs. Holguin (District #4) YES, Vacant (District #5), Mrs. Juarez (District #6) YES, Mr. F. Smith District #7 YES.

ii. **Motion to reconvene in open session:** Mr. Evaro made the motion to reconvene in open session. Mr. P Smith seconded the motion, the motion passed with all in favor.

iii. Statement by the Chair: ***The matters discussed in the closed meeting were limited only to those specified in the motion for closure.*** Chair, Mrs. Holguin stated that the matters discussed in the closed meeting were limited only to those specified in the motion for closure.

iv. **Motion, if any related to closed session matters:** none

**X.** Other discussion and agenda items for next meeting at 9:00 a.m. Wednesday, November 9, 2022 at our La Mesa Office and via Zoom. **NOTE: NOV. & DEC MEETINGS ARE MOVED UP 1 WEEK DUE TO HOLIDAYS**

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

**B.** Motion to amend The Schedule of Rates & Fees – Water meter installation fees

**C.** General Manager Evaluation

**D.** Audit approval

**XI. Motion to Adjourn:** Mr. Evaro made the motion to adjourn the meeting at 9:45 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 9<sup>th</sup> Day of November, 2022 at a regular meeting of the Board of Directors:**

**SEAL:**

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Esperanza Holguin, Board Chair

Attest:

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Joe Evaro, Secretary

# LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

## Meeting Notice & Agenda—REGULAR BOARD OF DIRECTORS MEETING

**9:00 a.m. Wednesday, October 19, 2022 AT THE LA MESA OFFICE & ONLINE VIA ZOOM**

Contact us at 575-233-5742 or [board@LRGauthority.org](mailto: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](http://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 Regular Board Meeting on September 21, 2022
- V. Presentations: none
- VI. Public Input: none
- VII. Managers' Reports
  - A. General Manager
  - B. Operations
  - C. Finance
    - Debt Service
  - D. Projects
- VIII. Unfinished Business
- IX. New Business
  - A. Motion to adopt Resolution #FY2023-09 Authorizing the Assignment of Authorized Officers and Agents for SAP 22-G2330-STB for the Valle Del Rio Water Treatment Project
  - B. Motion to authorize staff to apply to USDA Rural Development for funding to complete the Mesquite-Brazito Sewer Project 2 as planned and designed.
  - C. Motion to adopt Resolution FY2023-10 Adopting FY2023 1st Quarter Budget
  - D. Motion to convene in closed session pursuant to NMSA 1978 10-15-1 H.7- threatened or pending litigation
    - i. Roll Call Vote: 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. Motion to reconvene in open session.

iii. Statement by the Chair: ***The matters discussed in the closed meeting were limited only to those specified in the motion for closure.***

iv. Motion, if any related to closed session matters.

X. Other discussion and agenda items for next meeting at 9:00 a.m. Wednesday, November 9, 2022 at our La Mesa Office and via Zoom. **NOTE: NOV. & DEC MEETINGS ARE MOVED UP 1 WEEK DUE TO HOLIDAYS**

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

B. Motion to amend The Schedule of Rates & Fees – Water meter installation fees

C. General Manager Evaluation

D. Audit approval

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, September 21, 2022 AT THE EAST MESA OFFICE & ONLINE VIA ZOOM**

Contact us at 575-233-5742 or [board@LRGauthority.org](mailto: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](http://www.LRGauthority.org/noticesavisos.html)

- I. **Call to Order, Roll Call to Establish Quorum:** Mr. P. Smith representing District #1 was present, District #2 Vacant, Mr. Evaro representing District #3 was present, Mrs. Holguin representing District #4 was present, District # 5 Vacant, Mrs. Juarez representing District #6 was present, Mr. F. Smith representing District #7 was present. Staff members present were General Manager Martin Lopez, Projects Specialist Patricia Charles, Accounting Assistant John Schroder, Operations Manager Mike Lopez, Finance Manager Kathi Jackson. Guest present was 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. Evaro made the motion to approve the agenda with an amendment to move New Business 9A & 9B to after Public Input. Mrs. Juarez seconded the motion, the motion passed with all in favor.
- IV. **Approval of Minutes: Motion to approve the minutes for Regular Board Meeting on August 17, 2022:** Mrs. Juarez made the motion to approve the minutes for Regular Board Meeting on August 17, 2022. Mr. Evaro seconded the motion, the motion passed with all in favor.
- V. **Presentations:** none
- VI. **Public Input: Customer would like to discuss – Penalty fees:** Ms. Charles said the customer contacted her and said she would not be attending today's board meeting.
- VII. **Managers' Reports**
  - A. **General Manager:** Mr. Lopez provided a written report and stood for questions. Mr. Lopez and Ms. Nichols will be attending a Senate Finance Committee Meeting in Santa Fe on September 27<sup>th</sup> to discuss proposed legislative language for the state's regionalization efforts for water systems. Rincon Office was flooded the weekend after they voted to merge. Mr. Mike Lopez and his operations staff went to help clean up the office, cover exposed water lines and repair the road to the tank site. Rincon employees are scheduled to become LRGPWWA staff in October. Mrs. Juarez asked how many employees, were going to be added. Mr. Lopez said 2 full time and 1 part time. We will continue with other merger procedures, hopefully everything will be merged before the beginning of next year.
  - B. **Operations:** Mr. Lopez provided a written report and stood for questions. 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 has arrived. Installation is still pending as we are short staff due to COVID. Mr. Evaro asked if the resent leak was repaired. Mr. Lopez said

yes it was repaired. One of the farmers in the area was digging and hit a distribution water line. Mr. F Smith asked if the Arrow well was still working ok. Mr. Lopez said Arrow, Centro & Butterfield wells are all working fine. Staff members Miguel Ortega & Juan Ambriz will be attending Backflow Training for a week. Our production decreased by 9.85 million gallons from last August last year.

- C. Finance:** Ms. Jackson provided a written report and had Mr. Schroder stand for questions. Revenues were \$412,382.01 and expenses of \$290,024.54 with a surplus of \$122,357.47
- D. Projects:** Ms. Nichols provided a written report, she was not present at the meeting. Mr. Lopez stood for questions. Central office building the power poles are still not moved. East Mesa Water System Improvement Project, DB Stephens was re-selected, engineering agreement is pending review at NMED-CPB we will be drilling a new well and boosters. Bidding schedule has been set. Mesquite-Brazito Sewer Project 2 Colonia's Infrastructure Funding award letter has been received. South Valley Water Supply & Treatment Project waiting on stainless steel arsenic unit to come in, it has to be made in the USA.

**VIII. Unfinished Business:** none

**IX. New Business**

- A. Motion to adopt Resolution #FY2023-08 Authorizing Application to New Mexico Water Trust Board for Stern Drive Interconnect Pipeline Project:** Mrs. Holguin made the motion to adopt Resolution #FY2023-08 Authorizing application to New Mexico Water Trust Board for Stern Drive Interconnect Pipeline Project. Mrs. Juarez seconded the motion the motion passed with all in favor. Mr. Lopez said this application will be submitted after this meeting for the remainder of the Stern Drive interconnect completion to the Brazito tank site and a technical memorandum to include the S Valley line extension project.
- B. Motion to approve Souder, Miller & Associates Task Order under their On-Call contract for Stern Drive permitting and technical memorandum:** Mrs. Juarez made the motion to approve Souder, Miller & Associates task order under their on-call contract for Stern Drive. 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, October 19, 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:** no one had training certificates.
- B. Motion to amend The Schedule of Rates & Fees – Water meter installation fees**
- C. Convene in closed session pursuant to NMSA 1978 10-15-1 H.7- threatened or pending litigation**



**XI. Motion to Adjourn:** Mrs. Juarez made the motion to adjourn the board meeting at 9:35 a.m. Mr. Evaro seconded the motion, the motion passed with all in favor.

**These minutes will be presented to the board for approval on the 19<sup>th</sup> Day of October, 2022 at a regular meeting of the Board of Directors:**

**SEAL:**

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Esperanza Holguin, Board Chair

Attest:

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Joe Evaro, Secretary

**LRGPWWA  
Manager's Report  
October 19, 2022**

- Health Insurance will be increase by about 2%
- RCAC has restarted the rate study which had been on hold
- Rincon employees became LRGPWWA staff on October 5<sup>th</sup>
- Rincon vehicles are in the process of being transfer (pending State Government plates, registration, etc.)
- Patty and I presented at Mesquite Elementary “Career Day”-thanks to Angie and JJ for their assistance with the water system display
- The NM Infrastructure Finance Conference will be October 26<sup>th</sup>-28<sup>th</sup> in Albuquerque
- One of new Operations Staff, Shawn Zachary has passed his Water Level 2 Certification

## **Lower Rio Grande PWWA**

### **Operators Report**

**October 19, 2022**

Backflow inspections are Current. (Mesquite District)

- For the month of September, we were issued 245 work and service orders.
- For the month of August, we were issued 298 work and service orders.
- For the month of September, we installed 4 new water service connections in the South Valley Area.
- We had one new service installed at the East Mesa.
- We had one service line break at the East Mesa service area.
- We had one service line break at Alto De las Flores, that turned out to be an illegal tap.
- We had 1 Main line water break 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 has arrived. However installation is Still Pending until our Vactor returns from the Shop.

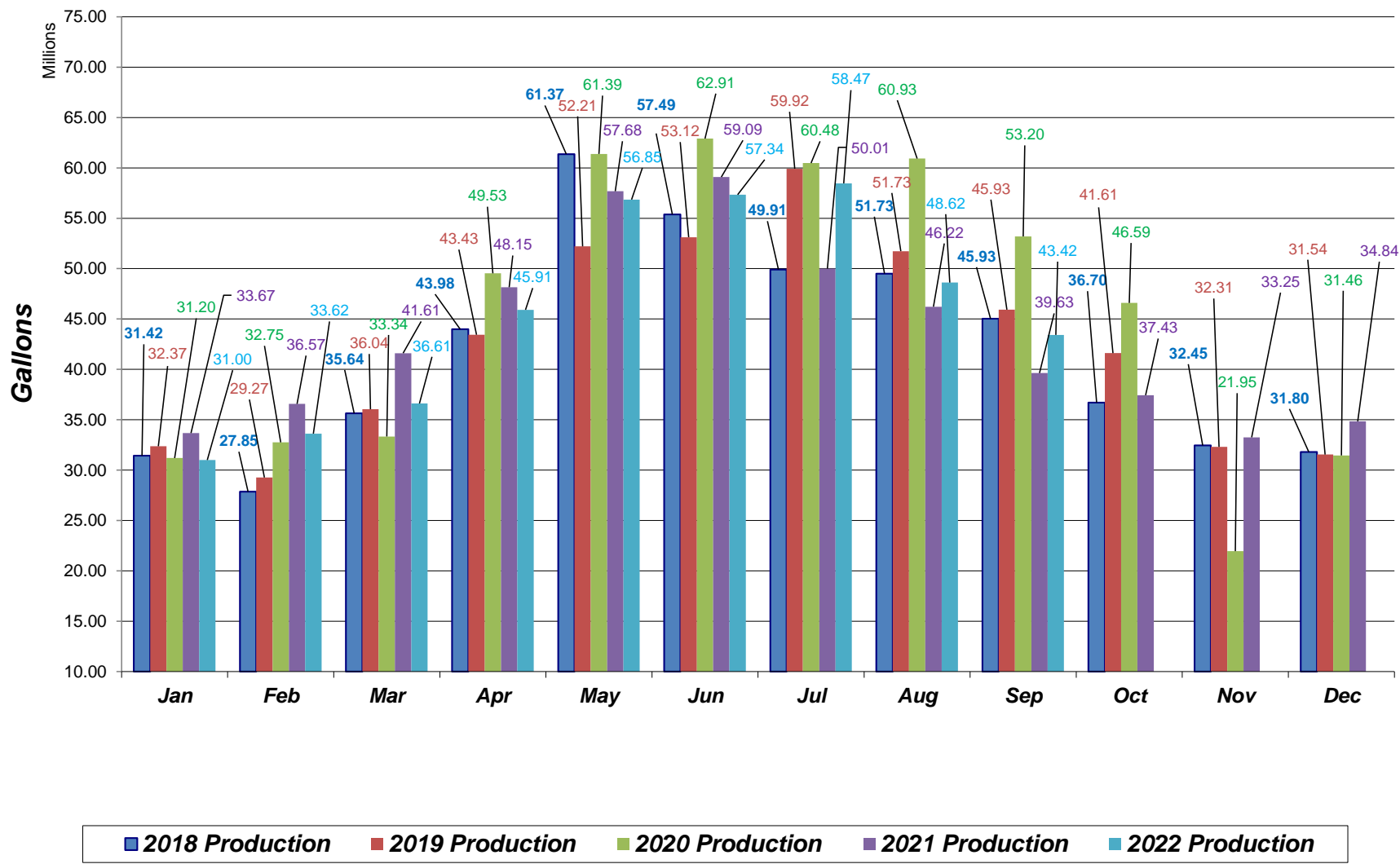
**NMED:** All of our Monthly Bac-T-Samples were taken for the month of September and all samples were negative.

**Mesquite and Organ Sewer Reports.** The Organ Pond's and Mesquite Wetland Wastewater reports were sent February 1<sup>st</sup>. The Organ facility is due twice a year and the Mesquite Facility is due every Quarter the next one is on July 2022 for the Organ Ponds, Which has been generated and sent. The Mesquite facility sewer report was sent on September 28<sup>th</sup> 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**





Lower Rio Grande Public Water Works Authority

# Income Statement

## GroupSummary

For Fiscal: FYE 2023 Quarter Ending: 09/30/2022

AcctNumber	Current Total Budget	MTD Activity	QTD Activity	YTD Activity	Budget Remaining
<b>Revenue</b>					
40000 - Operating Revenue	3,409,550.00	334,337.56	1,037,455.80	1,037,455.80	2,372,094.20
40001 - Activation & Connection Fees-Sewer	525.00	0.00	0.00	0.00	525.00
40002 - Installation Fees	153,750.00	4,700.00	14,885.56	14,885.56	138,864.44
40003 - Activation & Connection Fees-Water	5,250.00	3,266.66	7,866.68	7,866.68	-2,616.68
40005 - Backflow Testing	7,350.00	1,150.00	1,775.00	1,775.00	5,575.00
40006 - Tampering Fee/Line Breaks	0.00	800.00	1,300.00	1,300.00	-1,300.00
40007 - Delinquency Fee	78,750.00	6,650.00	20,100.00	20,100.00	58,650.00
40008 - Penalties-Water	78,750.00	9,665.05	28,004.22	28,004.22	50,745.78
40009 - Membership Fees	5,250.00	650.00	1,850.00	1,850.00	3,400.00
40010 - Impact Fees	42,000.00	6,383.34	19,246.47	19,246.47	22,753.53
40011 - Returned Check Fees	525.00	35.00	210.00	210.00	315.00
40012 - Credit Card Fees	12,600.00	1,488.00	4,566.00	4,566.00	8,034.00
40013 - Miscellaneous Revenue	210.00	10.00	20.00	20.00	190.00
40015 - Penalties-Sewer	6,300.00	2,126.75	6,660.19	6,660.19	-360.19
40017 - Hydrant Meter Rental Fee	5,250.00	250.00	750.00	750.00	4,500.00
40018 - Permit Fees	0.00	200.00	200.00	200.00	-200.00
40019 - DAC Trash Coupons	1,050.00	76.00	192.00	192.00	858.00
40020 - Miscellaneous Revenue-Sewer	5,250.00	63.04	189.12	189.12	5,060.88
40025 - DAC Sewer Revenue	0.00	5,592.44	15,602.40	15,602.40	-15,602.40
45000 - Tower Rent	5,250.00	500.00	1,500.00	1,500.00	3,750.00
45001 - Billing Adjustments-Water	0.00	0.00	-853.58	-853.58	853.58
45005 - Fiscal Agent Fees	52,500.00	7,169.54	16,187.05	16,187.05	36,312.95
45010 - Interest	0.00	47.29	124.52	124.52	-124.52
45015 - Copy/Fax	105.00	11.00	21.00	21.00	84.00
45020 - Other Income	47,250.00	2,265.69	2,315.74	2,315.74	44,934.26
45022 - Annual Farm Rental	5,250.00	2,500.00	2,500.00	2,500.00	2,750.00
45025 - Contract Services	102,000.00	3,440.43	10,037.85	10,037.85	91,962.15
45030 - Transfers In	300,000.00	0.00	186,642.40	186,642.40	113,357.60
49000 - Recovered Bad Debts	0.00	100.00	400.00	400.00	-400.00
<b>Revenue Total:</b>	<b>4,324,715.00</b>	<b>393,477.79</b>	<b>1,379,748.42</b>	<b>1,379,748.42</b>	<b>2,944,966.58</b>
<b>Expense</b>					
60001 - Transfers to Reserve	0.00	10,000.00	30,000.00	30,000.00	-30,000.00
60005 - Accounting Fees	525.00	0.00	0.00	0.00	525.00
60010 - Audit	14,700.00	0.00	0.00	0.00	14,700.00
60020 - Bank Service Charges	15,750.00	3,591.27	10,329.59	10,329.59	5,420.41
60025 - Cash Short/Over	525.00	35.20	1,048.04	1,048.04	-523.04
60026 - Computer Hardware	10,500.00	2,415.31	4,208.85	4,208.85	6,291.15
60030 - Dues and Subscriptions	3,150.00	0.00	28,887.56	28,887.56	-25,737.56
60035 - Engineering Fees	63,000.00	6,122.76	13,185.73	13,185.73	49,814.27
60045 - Late Fees	8,340.00	0.00	0.00	0.00	8,340.00
60050 - Legal Fees	5,250.00	789.77	2,306.02	2,306.02	2,943.98
60055 - Legal Notices	2,625.00	94.35	94.35	94.35	2,530.65
60060 - Licenses & Fees	12,540.00	50.00	3,173.90	3,173.90	9,366.10
60065 - Meals	2,625.00	0.00	314.79	314.79	2,310.21

60075 - Permit Fees	8,865.00	0.00	450.00	450.00	8,415.00
60080 - Postage	3,150.00	0.00	278.28	278.28	2,871.72
60090 - Professional Fees-Other	10,500.00	0.00	0.00	0.00	10,500.00
60100 - Project Development	0.00	0.00	7,300.00	7,300.00	-7,300.00
60120 - Retirement Account Fees	6,825.00	0.00	5,088.65	5,088.65	1,736.35
60125 - Easments & Leases	10,500.00	0.00	0.00	0.00	10,500.00
60130 - Training	5,250.00	0.00	222.95	222.95	5,027.05
60140 - Travel:Airfare Per Diem	3,150.00	0.00	0.00	0.00	3,150.00
60150 - Travel:Lodging Per Diem	4,200.00	0.00	0.00	0.00	4,200.00
60155 - Travel:Meals Per Diem	2,100.00	660.00	686.06	686.06	1,413.94
60160 - Travel:Mileage/Parking Per Diem	1,575.00	0.00	0.00	0.00	1,575.00
60165 - Travel:Vehicle Rental Per Diem	1,050.00	0.00	0.00	0.00	1,050.00
60600 - Debit Service	307,750.00	8,795.27	34,231.29	34,231.29	273,518.71
60625 - Interest paid to NMED	14,700.00	0.00	0.00	0.00	14,700.00
60650 - Interest paid to NMFA	38,850.00	1,668.45	8,857.14	8,857.14	29,992.86
60675 - Interest paid to USDA	150,500.00	13,078.73	39,227.21	39,227.21	111,272.79
60680 - RCAC Interest Expense	0.00	0.00	33,835.41	33,835.41	-33,835.41
63000 - Regular Pay	1,176,000.00	84,317.35	291,454.42	291,454.42	884,545.58
63001 - Overtime	57,225.00	1,969.01	9,266.68	9,266.68	47,958.32
63006 - Holiday Pay	59,325.00	5,087.15	15,173.13	15,173.13	44,151.87
63007 - Sick Pay	52,500.00	4,478.71	16,054.24	16,054.24	36,445.76
63008 - Annual Leave Pay	123,900.00	5,872.12	25,160.40	25,160.40	98,739.60
63010 - 401K 10% Company Contribution	5,250.00	0.00	0.00	0.00	5,250.00
63020 - 401K Employee Contribution	2,100.00	0.00	0.00	0.00	2,100.00
63040 - Administrative Labor	5,250.00	0.00	0.00	0.00	5,250.00
63070 - Employee Benefits-401K Contrib	176,925.00	2,745.24	9,707.54	9,707.54	167,217.46
63100 - Insurance-Dental	13,125.00	1,031.92	3,095.84	3,095.84	10,029.16
63110 - Insurance-Health	310,000.00	25,849.06	75,789.36	75,789.36	234,210.64
63115 - Salaries: Insurance - Work Comp	15,750.00	0.00	2,799.00	2,799.00	12,951.00
63125 - Insurance: Life & Disability	20,000.00	1,498.30	4,334.11	4,334.11	15,665.89
63130 - Mileage	1,575.00	0.00	0.00	0.00	1,575.00
63135 - Drug Testing	1,000.00	0.00	215.00	215.00	785.00
63160 - Payroll Taxes-Medicare	21,525.00	1,474.99	5,178.05	5,178.05	16,346.95
63170 - Payroll Taxes-Social Security	84,525.00	6,306.92	22,140.75	22,140.75	62,384.25
63180 - Payroll Taxes-State Unemployem	0.00	1,599.00	1,599.00	1,599.00	-1,599.00
63195 - Taxes, Liability, Insurance: Cobra Fee	0.00	0.00	85.00	85.00	-85.00
63200 - Vision Insurance	4,200.00	272.32	789.09	789.09	3,410.91
64100 - Sewer:DAC Waste Water Flow Charge	52,500.00	4,987.14	14,857.47	14,857.47	37,642.53
64200 - Sewer:Electricity-Sewer	24,450.00	2,579.49	5,755.01	5,755.01	18,694.99
64300 - Sewer:Lab & Chemicals-Sewer	10,500.00	1,694.40	1,907.70	1,907.70	8,592.30
64500 - Sewer:Supplies & Materials	29,925.00	0.00	0.00	0.00	29,925.00
64501 - Pre Paid Tank Site Lease	1,706.25	0.00	0.00	0.00	1,706.25
65010 - Automobile Repairs & Maint.	52,500.00	5,663.45	9,062.77	9,062.77	43,437.23
65230 - Computer Maintenance	73,500.00	4,294.25	16,111.18	16,111.18	57,388.82
65240 - Equipment Rental	5,125.00	1,435.70	1,702.00	1,702.00	3,423.00
65250 - Fuel	90,000.00	8,457.98	24,320.52	24,320.52	65,679.48
65255 - GPS Insights Charges	7,350.00	590.50	1,831.60	1,831.60	5,518.40
65260 - Kitchen & Cleaning Supplies	1,050.00	0.00	0.00	0.00	1,050.00
65270 - Lab Chemicals-Water	5,250.00	0.00	150.85	150.85	5,099.15
65275 - SCADA Maintenance Fee	2,100.00	0.00	0.00	0.00	2,100.00
65276 - Test Equipment Calibration	2,100.00	0.00	0.00	0.00	2,100.00
65277 - Generator Maintenance Contract	3,150.00	1,083.38	2,616.97	2,616.97	533.03
65278 - Meter Testing/Repair/Replacement	64,234.00	0.00	60.00	60.00	64,174.00

65280 - Lab Chemicals-Water:Chemicals	36,750.00	2,549.23	15,898.39	15,898.39	20,851.61
65300 - Locates	2,625.00	0.00	0.00	0.00	2,625.00
65310 - Maint. & Repairs-Infrastructure	98,250.00	60,689.51	85,255.40	85,255.40	12,994.60
65320 - Maint. & Repairs-Office	13,125.00	1,059.78	1,615.22	1,615.22	11,509.78
65330 - Maintenance & Repairs-Other	248,265.00	3,425.05	9,948.67	9,948.67	238,316.33
65340 - Materials & Supplies	99,749.75	5,482.39	12,847.75	12,847.75	86,902.00
65345 - Non Inventory-Consumables	52,500.00	7,632.35	11,935.24	11,935.24	40,564.76
65350 - Office Supplies	10,500.00	901.89	3,231.30	3,231.30	7,268.70
65360 - Printing and Copying	60,000.00	1,065.52	10,461.86	10,461.86	49,538.14
65370 - Tool Furniture	10,500.00	2,083.90	8,740.41	8,740.41	1,759.59
65390 - Uniforms-Employee	15,750.00	1,302.32	2,866.61	2,866.61	12,883.39
65490 - Cell Phone	21,000.00	1,665.75	5,279.55	5,279.55	15,720.45
65500 - Electricity-Lighting	6,300.00	996.47	2,893.53	2,893.53	3,406.47
65510 - Electricity-Offices	15,750.00	2,999.11	6,739.12	6,739.12	9,010.88
65520 - Electricity-Wells	210,000.00	35,570.55	99,776.80	99,776.80	110,223.20
65530 - Garbage Service	3,150.00	271.59	815.06	815.06	2,334.94
65540 - Natural Gas	3,150.00	180.85	432.92	432.92	2,717.08
65550 - Security/Alarm	5,250.00	0.00	947.54	947.54	4,302.46
65560 - Telephone	21,000.00	173.37	3,506.35	3,506.35	17,493.65
65561 - Telstar Maintenance Contract	7,350.00	0.00	0.00	0.00	7,350.00
65570 - Wastewater	9,390.00	194.78	584.34	584.34	8,805.66
66200 - Insurance-General Liability	94,500.00	0.00	21,371.00	21,371.00	73,129.00
66700 - Water Conservation Fee	15,750.00	1,458.46	4,932.67	4,932.67	10,817.33
<b>Expense Total:</b>	<b>4,324,715.00</b>	<b>350,292.36</b>	<b>1,095,023.23</b>	<b>1,095,023.23</b>	<b>3,229,691.77</b>
<b>Total Surplus (Deficit):</b>	<b>0.00</b>	<b>43,185.43</b>	<b>284,725.19</b>	<b>284,725.19</b>	<b>-284,725.19</b>



LRGDWWA

Description of Collateral	Original Balance	Date of Note	Current Balance	Term	Maturity Date	Interest Rate	Current Portion of Long Term Debt (Annual Principal Payment)	Annual Interest Payment	Total Annual Payment	Monthly Payment	Debt Service Reserve	Annual Reserve Payment
NMFA- LowerRio2 (Refinance) PPRF-2601	\$ 790,914.00	7/15/2011	\$ 563,456.00	30	7/15/2041	5.261%	\$ 20,601.00	\$ 21,801.00	\$ 42,402.00	\$ 3,533.50	\$ 42,514.92	
NMFA- LowerRio3 (BerinoDelCerro)	\$ 437,163.00	1/20/2012	\$ 221,309.00	20	1/20/2032	0.000%	\$ 21,612.00	\$ -	\$ 22,384.00	\$ 1,865.33	\$ -	
NMFA-LowerRio4 (Radio Read Meters)	\$ 150,238.00	12/21/2012	\$ -	22	12/21/2044	0.250%		\$ -	\$ -	\$ -	\$ -	Paid Off 9/9/20
NMFA Lower Rio 6(Mesquite Sewer)	\$ 167,025.00	3/1/2013	\$ 91,862.00	20	3/1/2033	0.000%	\$ 8,352.00	\$ -	\$ 8,352.00	\$ 696.00	\$ -	
NMFA-LowerRio10 (Water Line Extension-Veterans Road)	\$ 103,458.00	2/6/2015	\$ -	20	6/1/2034	0.000%	\$ -	\$ -	\$ -	\$ -	\$ -	Paid Off 12/3/19
NMFA-Lower Rio 13 (Valle Del Rio Phase 1)	\$ 450,927.00	2/23/2018	\$ 383,454.53	20	6/1/2034	0.000%	\$ 20,182.00	\$ -	\$ 20,182.00	\$ 1,681.83	\$ -	
NMFA-LowerRio 14 Valle del Rio Phase 2 Improvements (DW-4796)	\$ 432,423.00	2/22/2019	\$ 336,726.43	22	5/1/2041	0.250%	\$ 19,655.59	\$ 1,081.06	\$ 20,736.65	\$ 1,728.05	\$ 20,736.65	\$ 2,073.67
NMFA-LowerRio 15 High Valley NMFA Loan (CIF-4645)	\$ 29,172.00	10/26/2018	\$ 27,713.00	20	6/1/1940	0.000%		\$ -	\$ -	\$ -		\$ -
NMFA-CIF-5535 East Mesa Water Improvements Phase 2	\$ 67,478.00	10/22/2021	\$ 67,478.00	20	6/1/2043	0.000%	\$ 3,374.00	\$ -	\$ 3,374.00	\$ 281.17		
NMFA-CIF-5536 High Valley Water System Improvements Phase 2	\$ 104,217.00	10/22/2021	\$ 104,217.00	20	6/1/2043	0.000%	\$ 5,211.00	\$ -	\$ 5,211.00	\$ 434.25		
NMFA CIF-3354	\$ 5,000.00	Assumed	\$ -	20	8/1/2019	0.000%						Paid Off 8/9/19
NMFA-LowerRio 16 Central Office Building (DW-4213)*Amended	\$ 3,586,286.00	12/3/2021	\$ 383,790.43	30	5/1/2053	1.590%	\$ 90,408.93	\$ -	\$ 90,408.93	\$ 7,534.08		
CIF 4915 East Mesa Water System Imp	\$ 39,544.00	8/23/2019	\$ 37,983.00	20	6/1/2041	0.000%	\$ 1,978.00	\$ -	\$ 1,978.00	\$ 164.83	\$ -	
CIF 4916 High Valley Water System Imp Ph 2	\$ 111,244.00	9/27/2019	\$ 111,244.00	20	6/1/2041	0.000%	\$ 5,563.00	\$ -	\$ 5,563.00	\$ 463.58	\$ -	
CIF 4917 Jacquez Rd Waterline Extension	\$ 8,848.00	9/27/2019	\$ -	20	6/1/2041	0.000%	\$ 443.00	\$ -	\$ 443.00	\$ 36.92	\$ -	
Total NMFA Loans	\$ 6,483,937.00		\$ 2,329,233.39				\$ 197,380.52	\$ 22,882.06	\$ 221,034.58	\$ 18,419.55	\$ 63,251.57	\$ 2,073.67
RIP 00024 Land Purchase	\$ 523,597.55	9/27/2018	\$ 481,591.52	20	9/27/2038	2.375%	\$ 26,179.88	\$ 12,668.00	\$ 38,847.88	\$ 3,237.32	\$ 38,847.88	\$ 3,934.00
Total NMED Loans	\$ 523,597.55		\$ 481,591.52				\$ 26,179.88	\$ 12,668.00	\$ 38,847.88	\$ 3,237.32	\$ 38,847.88	\$ 3,934.00
RCAC Bridge Loan-Brazito Sewer #2	\$ 1,427,273.00	8/21/2018	\$ 1,150,168.14	Bridge	3/1/2021	5.000%						Paid from Interest Reserve Held by
Total Other Loans	\$ 8,434,807.55		\$ 3,960,993.05				\$ 223,560.40	\$ 35,550.06	\$ 259,882.46	\$ 21,656.87	\$ 102,099.45	\$ 6,007.67
USDA Loans												
USDA 91-02 (Berino\Del Cerro\Mesq Water)	\$ 2,304,000.00	6/11/2014	\$ 2,029,513.95	40	6/11/2054	3.250%	\$ 32,702.00	\$ 70,426.00	\$ 103,128.00	\$ 8,594.00	\$ 103,128.00	\$ 10,313.00
USDA 91-30 (Brazito Water)	\$ 222,000.00	10/26/2009	\$ 181,291.76	40	10/26/2049	3.375%	\$ 3,485.00	\$ 6,643.00	\$ 10,128.00	\$ 844.00	\$ 10,128.00	\$ 1,013.00
USDA 91-31 (Brazito Water)	\$ 172,000.00	5/22/2012	\$ 146,439.70	40	5/22/2052	2.750%	\$ 2,741.00	\$ 4,363.00	\$ 7,104.00	\$ 592.00	\$ 7,104.00	\$ 710.00
USDA 91-28 (Butterfield Park)	\$ 250,000.00	8/31/2000	\$ 173,922.02	40	8/31/2040	5.000%	\$ 4,742.00	\$ 9,754.00	\$ 14,496.00	\$ 1,208.00	\$ 14,496.00	
USDA 91-04 (LaMesa Water Proj)	\$ 471,000.00	1/17/2003	\$ 402,522.32	40	1/17/2043	2.750%	\$ 7,467.00	\$ 11,985.00	\$ 19,452.00	\$ 1,621.00	\$ 19,452.00	\$ 1,945.00
USDA 93-27 (Organ Water)*	\$ 91,910.00	9/14/2012	\$ 78,840.23	40	10/14/2052	2.750%	\$ 1,454.18	\$ 2,345.98	\$ 3,800.16	\$ 316.68	\$ 3,800.16	\$ 426.00
USDA-S Valley Water Supply & Treatment	\$ 1,174,000.00	5/9/2022	\$ 1,174,000.00	40	5/9/2062	1.500%	\$ 29,350.00	\$ 17,402.00	\$ 46,752.00	\$ 3,896.00	\$ 46,752.00	\$ 4,016.40
Total Water	\$ 3,510,910.00		\$ 3,012,529.98				\$ 52,591.18	\$ 105,516.98	\$ 158,108.16	\$ 13,175.68	\$ 158,108.16	\$ 14,407.00
USDA 92-13 (Mesquite Sewer)	\$ 100,000.00	4/26/2012	\$ 86,741.12	40	4/26/2052	3.375%	\$ 1,419.00	\$ 3,141.00	\$ 4,560.00	\$ 380.00	\$ 4,560.00	\$ 456.00
USDA 92-19 (Mesquite Sewer)	\$ 606,000.00	4/26/2012	\$ 502,346.04	40	4/26/2052	2.000%	\$ 11,016.00	\$ 11,028.00	\$ 22,044.00	\$ 1,837.00	\$ 22,044.00	\$ 2,204.00
USDA 93-09 (Organ Sewer)*	\$ 9,090.00	9/14/2012	\$ 7,797.38	40	10/14/2052	2.750%	\$ 143.82	\$ 232.02	\$ 375.84	\$ 31.32	\$ 375.84	
USDA 92-22 Brazito Sewer Proj #1	\$ 357,000.00	7/23/2018	\$ 346,413.08	40	7/1/2059	3.250%	\$ 8,925.00	\$ 966.88	\$ 9,891.88	\$ 824.32	\$ 9,891.88	\$ 989.19
USDA East Mesa Improvements CIF-5535	\$ 67,478.00	10/22/2021	\$ 67,478.00	20	6/1/2043	0.000%	\$ 3,374.00	\$ -	\$ 3,374.00	\$ 281.17	\$ 3,374.00	
USDA High Valley Phase II CIF-5536	\$ 104,217.00	10/22/2021	\$ 104,217.00	20	6/1/2043	0.000%	\$ 5,211.00	\$ -	\$ 5,211.00	\$ 434.25	\$ 5,211.00	
Total Sewer	\$ 1,243,785.00		\$ 1,114,992.62				\$ 30,088.82	\$ 15,367.90	\$ 36,871.72	\$ 3,072.64	\$ 36,871.72	\$ 3,649.19
USDA Total Loans	\$ 4,754,695.00		\$ 4,127,522.60				\$ 82,680.00	\$ 120,884.88	\$ 194,979.88	\$ 16,248.32	\$ 194,979.88	
Total Long Term Liabilities	\$ 11,238,632.00		\$ 8,088,515.65				\$ 306,240.40	\$ 156,434.94	\$ 454,862.34	\$ 37,905.19	\$ 297,079.33	\$ 24,063.85

Debit Service Budget	Original Balance		Current Balance				Annual Principal	Annual Interest	Total Annual Payment	Monthly Payment	Debit Service Reserve	Annual Reserve Payment
Total Debit Service	\$ 11,238,632.00		\$ 8,088,515.65				\$ 306,240.40	\$ 156,434.94	\$ 454,862.34	\$ 37,905.19	\$ 297,079.33	\$ 24,063.85
Annual Reserve Deposit							\$ 17,067.00	\$ -	\$ 17,067.00	\$ 1,422.25		
Short Lived Asset Annual Contribution									\$ 109,784.00	\$ 9,148.67		
Total Debit Service							\$ 323,307.40	\$ 156,434.94	\$ 581,713.34	\$ 39,327.44	\$ 297,079.33	\$ 24,063.85
Pending Debt Service	Pending	Pending			Pending	Pending	Pending	Pending	Pending	Pending	Pending	
USDA-Brazito Sewer Proj #2 (Pending)	\$ 6,189,000.00	PENDING		40	PENDING	2.750%	\$ 154,728.00	\$ 100,764.00	\$ 255,492.00	\$ 21,291.00	\$ 255,492.00	\$ 25,549.20
NMFA- East Mesa Phase I additional debt	\$ 929,625.00	PENDING		30	PENDING	0.250%	\$ 30,987.50	\$ 7,746.88	\$ 38,734.38	\$ 3,227.86	\$ 92,962.50	
	\$ 6,189,000.00						\$ 154,728.00	\$ 100,764.00	\$ 255,492.00	\$ 21,291.00	\$ 255,492.00	\$ 73,676.91

Additional Budget needed

\$ 478,035.40	\$ 257,198.94	\$ 837,205.34	\$ 60,618.44	\$ 552,571.33	\$ 97,740.76
		\$ 17,067.00	Annual Reserve Deposit Requirement		
		\$ 109,784.00	Short Lived Asset Annual Contribution		

**LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY  
PROJECTS REPORT – 10/19/2022**

**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)** – CIF letter for \$5.715 million has been received, and all Readiness to Proceed items are complete except for NMED-CPB approval of contract documents. They have updated the letter to include an update on the rate study. Bridge Loan was closed and converted to the Interim Loan for construction, and 5 draws have been submitted. We are 1-2 months away from being able to close on RD funds and pay off RCAC. Construction is progressing well with few customer complaints. Will be applying to RD for remaining funds needed to complete all bid lots.

**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:** Six draws have been submitted for RD funds. Building is nearing completion, drying beds have been constructed, there remain some supply-chain issues.

**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. Have met with Wilson & Co. with attorneys regarding the subcontractor issue (modular bldg. manufacturer) to discuss contractual obligations and path forward, and met with all parties again on 10/13/22.

**Forty-Year Water Plan – CE&M – complete – needs update for new mergers after Brazito combine & commingle:** Currently only includes the initial five systems. Brazito combine & commingle is in process, needs to be complete first. Also need to complete the Rincon merger.

**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 October.

**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 – Ph. I Construction, Ph II Design –** Phase II design work is underway and 5 Requisitions have been submitted. Approval to bid and Engineering Agreement have been pending NMED-CPB approval since mid-August.

**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. Contractor will install well control panel once all parts arrive, and Change Order is pending for relocating booster skid and generator from Valle Del Rio.

**LRG-18-02 – Stern Drive Waterline Extension Project – Design/Build – SMA - \$150,000 SAP –** Project is now closed out. Water Trust Board application has been submitted for the remainder of the Stern Drive

interconnect completion to the Brazito tank site and a technical memorandum to include the S. Valley Line Extension Project. Presentations will be tomorrow.

**LRG-19-09 – S. Valley Service Area Line Extensions - SMA** – See the Stern Drive Project for information.

**On-Call Engineering Services** – BHI has completed a Task Order for support for the congressional event at the S. Valley Water Supply & Treatment Project. SMA has a Task Order for the Stern Drive Project.

**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. We were in Santa Fe on 9/27/22 for a presentation at an RCAC event. 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 2<sup>nd</sup> 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 & 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** - 309 first notifications, 318 certified letters have been sent and 134 liens have been filed to date. 56 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.

**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 10/12/22, full board on 10/14/22.

**A RESOLUTION AUTHORIZING THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT(S)**

**Resolution Number** FY2023-09

**Whereas**, the Board of Directors / Council / Commission of Community / Utility of County Name County of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and

**Whereas**, the Agreement is identified as Project Number SAP 22-G2230-STB

**NOW THEREFORE, BE IT RESOLVED** by the named applicant that:

- Esperanza Holguin, Chairperson, or successor is authorized to sign the Grant Agreement for this project, and Martin Lopez, General Manager

Karen Nichols, Projects Manager, (may have more than one) or successor is the OFFICAL REPRESENTATIVE(S) authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements (Project Description, Disbursements and Notice of Obligations (NOO)) and to act as the project contact, and

Karen Nichols, Projects Manager, or successor is the Capital Projects Monitoring System (CPMS) contact who is designated to update the CPMS database monthly per Article VIII. A. of the Intergovernmental Grant Agreement.

**PASSED, APPROVED, AND ADOPTED:** October 19, 2022 at a regular meeting of the Board of Directors

**Name, Mayor / Chairperson / Director / Officer, Title, Community / Utility**

	October 19, 2022
<b>(Signature)</b> Esperanza Holguin, Board Chair	<b>Date</b>

**(SEAL)**

**ATTEST:**

\_\_\_\_\_  
Joe Evaro, Secretary

**STATE OF NEW MEXICO  
DEPARTMENT OF ENVIRONMENT  
CAPITAL APPROPRIATION PROJECT  
LOWER RIO GRANDE PWWA VALLE DEL RIO TRTMNT FCLTY CONSTRUCT  
SAP 22-G2330-STB**

**THIS AGREEMENT** is made and entered into as of this [19th ] day of [October \_\_\_\_], 20[22], by and between the New Mexico Environment Department hereinafter called the “Department” or “NMED”, and Lower Rio Grande Public Water Works Authority hereinafter called the “Grantee”. This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the Laws of 2022, Chapter 53, Section 22, Paragraph 29, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

**WHEREAS**, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, NMED is empowered pursuant to Section 74-1-6 B, NMSA 1978 to contract in its own name.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

**ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE**

A. The project that is the subject of this Agreement is described as follows:

**SAP 22-G2330-STB (\$250,000.00) APPROPRIATION REVERSION DATE: June 30, 2026  
Laws of 2022 Chapter 53, Section 22, Paragraph 29, Two Hundred Fifty Thousand Dollars (\$250,000.00):**

to plan, design, construct, purchase, and equip a facility for additional and repurposed treatment at wells in Brazito, Mesquite and Valle del Rio for the lower Rio Grande public water works authority in Dona Ana county

The Grantee’s total reimbursements shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000.00) minus the allocation for Art in Public Places<sup>1</sup>, if applicable, No Dollars (\$0.00) which equals Two Hundred Fifty Thousand Dollars (\$250,000.00) (the “Adjusted Appropriation Amount”).

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<sup>1</sup> The AIPP amount is “an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000).” Section 13-4A-4 NMSA 1978.

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the “Project”; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the “Project Description.” Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

## **ARTICLE II. LIMITATION ON DEPARTMENT’S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE**

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department’s Obligation to Reimburse<sup>2</sup> Grantee (hereinafter referred to as “Notice of Obligation”). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee’s expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee’s Third-Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee’s expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with Third-Party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as “Third-Party Obligations”; and
- (iv) The Grantee’s submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
  - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
  - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures

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<sup>2</sup> “Reimburse” as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a Third-Party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submission of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. The Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third-Party **but prior to execution by the Grantee.**
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third-Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
- c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third-Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation and request the Third-Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

### **ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Please provide this information in the Resolution and Signature page; this page does NOT need to be completed.

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone: \_\_\_\_\_

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: New Mexico Environment Department  
Name: Paulette Ortiz  
Title: Project Administrator  
Address: Construction Program Bureau  
NMED, Harold Runnels Building  
P.O. Box 5469  
Santa Fe, NM 87502

Email: paulette.ortiz@state.nm.us  
Telephone: 505-670-3583

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above-named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

#### **ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS**

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the



Department. It shall terminate on June 30, 2026 the Reversion Date unless Terminated Before Reversion Date (“Early Termination”) pursuant to Article V herein.

B. The Project’s funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are **not** expended and an expenditure has **not** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a Third-Party.

## **ARTICLE V. EARLY TERMINATION**

### **A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days’ advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

### **B. Early Termination Before Reversion Date Due to Non-appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term “non-appropriate” or “non-appropriation” includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department’s decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

### **C. Limitation on Department’s Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department’s sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

## **ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

### **D. Corrective Action Plan in the Event of Suspension**

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

## **ARTICLE VII. AMENDMENT**

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

## **ARTICLE VIII. REPORTS**

### **A. Database Reporting**

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

**B. Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

**ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a Third-Party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a Third-Party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the Third-Party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

**C. Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a Third-Party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third-Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

#### **ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES**

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
  - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
  - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
  - (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
  - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex,

sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
  - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
  - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
  - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
  - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
  - (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
  - (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third-Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all sub awards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

#### **ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS**

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid,

selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

## **ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

## **ARTICLE XIII. LIABILITY**

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

## **ARTICLE XIV. SCOPE OF AGREEMENT**

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

## **ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

The Grantee acknowledges, warrants, and agrees that Grantee shall include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

“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 Lower Rio Grande Public Water Works Authority may immediately terminate this Agreement by giving Contractor written notice of such termination. The Lower Rio Grande Public Water Works Authority’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the Lower Rio Grande Public Water Works Authority or the New Mexico Environment Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Lower Rio Grande Public Water Works Authority or the Department”

**ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a New Mexico Environment Department Grant Agreement. Should the New Mexico Environment Department early terminate the grant agreement, the Lower Rio Grande Public Water Works Authority may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Lower Rio Grande Public Water Works Authority’s only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

**ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.**

- A. Throughout the term of this Agreement, Grantee shall:
1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
  2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
  3. timely submit all required financial reports to its budgetary oversight agency (if any); and
  4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.
- B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
  2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
  3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
  4. terminate this Agreement pursuant to Article V(A) of this Agreement.

**ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES (Applicable only if the appropriation is funded by Severance Tax Bonds or General Obligations Bonds).**

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee

acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]



Authorization Page

LOWER RIO GRANDE PWWA VALLE DEL RIO TRTMNT FCLTY CONSTRUCT SAP 22-G2330-STB

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the date of execution by the Department.

**GRANTEE**

\_\_\_\_\_  
Signature of Official with Authority to Bind Grantee

Lower Rio Grande Public Water Works Authority  
Entity Name

By: Esperanza Holguin  
(Type or Print Name)

Its: Board Chair  
(Type or Print Title)

October 19, 2022  
Date

**NEW MEXICO ENVIRONMENT DEPARTMENT**

\_\_\_\_\_  
Judith L, Kahl, P.E., Bureau Chief, NMED Construction Programs Bureau  
Signed pursuant to May 24, 2021 Secretary of Environment Delegation Order

**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
Request for Payment Form  
Exhibit 1**

I. Grantee Information		II. Payment Computation	
A. Grantee: Lower Rio Grande Public Water Works Authority		A. Payment Request No.	
B. Address:		B. Grant Amount: \$250,000.00	
		C. AIPP Amount (if Applicable): \$0.00	
		D. Funds Requested to Date:	
C. Phone No:		E. Amount Requested this Payment:	
D. Grant No: SAP 22-G2330-STB		F. Reversion Amount (if Applicable):	
E. Project Title: LOWER RIO GRANDE PWWA VALLE DEL RIO TRTMNT FCLTY CONSTRUCT		G. Grant Balance:	
F. Grant Expiration Date: 6/30/2026		H. __GF __GOB __STB (attach wire if first draw)	
		I. __Final Request for Payment (if Applicable)	
III. Fiscal Year:			
<i>(The State of NM Fiscal Year is July 1, 20XX through June 30 20XX of the following year)</i>			
IV.	<input type="checkbox"/>	<b>Reporting Certification:</b> I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.	
V.	<input type="checkbox"/>	<b>Compliance Certification:</b> Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.	
Grantee Fiscal Officer or Fiscal Agent (if Applicable):		Grantee Representative:	
Printed Name:		Printed Name:	
Date:		Date:	
(State Agency Use Only)			
Vendor Code			
I certify that the State Agency financial and vendor file information agree with the above submitted information.			
Division (SAP PA) Fiscal Officer/ Date:		Division (CPB) Project Manager/Date:	

**SAMPLE NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT 2**

**Notice of Obligation to Reimburse Grantee [# 1]**

DATE: [\_\_\_\_\_]

TO: Department Representative: \_Steven Deal

FROM: Grantee: Lower Rio Grande Public Water Works Authority

Grantee Official Representative: [\_\_\_\_\_]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: SAP 22-G2330-STB

Grant Termination Date: June 30, 2026

As the designated representative of the Department for Grant Agreement number SAP 22-G2330-STB entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following Third-Party obligation executed, in writing, by the Third-Party's authorized representative:

Vendor or Contractor: [\_\_\_\_\_]

Third-Party Obligation Amount: [\_\_\_\_\_]

Vendor or Contractor: [\_\_\_\_\_]

Third-Party Obligation Amount: [\_\_\_\_\_]

Vendor or Contractor: [\_\_\_\_\_]

Third-Party Obligation Amount: [\_\_\_\_\_]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): [\_\_\_\_\_]

The Amount of this Notice of Obligation: [\_\_\_\_\_]

The Total Amount of all Previously Issued Notices of Obligation: [\_\_\_\_\_]

The Total Amount of all Notices of Obligation to Date: [\_\_\_\_\_]

*Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.*

Department Rep. Approver: [\_\_\_\_\_]

Title: [\_\_\_\_\_]

Signature: [\_\_\_\_\_]

Date: [\_\_\_\_\_]

<sup>1</sup> Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

**NMED ATTACHMENT A-Optional**  
**NEW MEXICO ENVIRONMENT DEPARTMENT**  
**CONSTRUCTION PROGRAMS BUREAU**

**PROJECT DESCRIPTION**

**NAME OF GRANTEE:** Lower Rio Grande Public Water Works Authority

**PROJECT NO:** SAP 22-G2330-STB

**The GRANTEE agrees to accomplish the project as described below:**

to plan, design, construct, purchase, and equip a facility for additional and repurposed treatment at wells in Brazito, Mesquite and Valle del Rio for the lower Rio Grande public water works authority in Dona Ana county

October 19, 2022

Signature and Date Grantee Esperanza Holguin, Board Chair

Signature and Date CPB Project Manager

**ATTACHMENT B  
TECHNICAL REQUIREMENTS  
NEW MEXICO ENVIRONMENT DEPARTMENT  
CAPITAL OUTLAY**

**ARTICLE 1      REVIEW**

Upon execution of the grant agreement, the Grantee will follow the procedures listed below unless waived in writing by the New Mexico Environment Department (NMED) (payment may be withheld if any of these procedures are not followed by the Grantee).

- A. The Grantee may submit a more detailed project description to NMED Construction Programs Bureau prior to committing to expenditures from these funds. The detailed description will be provided on the Attachment A form. The Grantee must submit copies to NMED of all executed contracts entered into by the Grantee, that are related to the project, for review and, if appropriate, approval. Only approved eligible expenditures incurred **after** the effective date of the Grant Agreement shall be reimbursed or paid from these funds.
- B. If these grant funds are to be used for engineering and/or other professional services, the hiring process for engineering services and/or other professional services must be performed in compliance with the New Mexico Procurement Code [Sections 13-1-21 et seq. NMSA 1978]. If engineering fees will exceed \$60,000, excluding gross receipt taxes, the Grantee is also required to contact the Professional Technical Advisory Board (PTAB) for assistance in the preparation of the RFP package. (PTAB: phone (505) 888-6161 and e-mail [ptab@acecnm.org](mailto:ptab@acecnm.org).)
- C. If these grant funds are to be used for engineering and/or other professional services, the Grantee must submit a copy of any executed engineering agreement and/or other professional services contract so a notice of obligation can be prepared and issued. If the Grantee's staff will be used to prepare the design, a letter certifying that must be submitted to NMED for the project records. The required engineering agreement format is the "Publicly Funded Project" form prepared by NMED and will be supplied upon request. All amendments to the engineering agreement and/or other professional services contract must also be submitted to the NMED.
- D. A preliminary engineering report (PER), technical memorandum, or study by a registered New Mexico Professional Engineer may be required. The Grantee must submit the final PER, technical memorandum, and/or study to NMED for review and approval before preparation of plans and specifications. The purpose of the PER, technical memorandum, and/or study is to analyze and choose the most technically feasible and cost-effective solution for the project. The PER must follow USDA RUS Bulletin 1780-2.
- E. The Grantee agrees not to start the preparation of plans and specifications until NMED approval of the PER, technical memorandum, study, or waiver of the report requirement has been received.
- F. If the grant funds are to be used for engineering design or for construction, the Grantee must submit all plans, specifications, bid documents, and engineer's construction cost estimate, for this project (prepared and sealed by a licensed and registered New Mexico Professional Engineer) to NMED **before** the project is advertised for construction bids, along with a letter from the Grantee stating that they have reviewed and accepted the plans and specifications. If required, the Grantee must also submit the plans and specifications to the appropriate regulatory agency for review and approval and provide a copy of the approval letter from the regulatory agency. Upon receipt of these documents the NMED will issue a letter confirming receipt of the required documents and informing the Grantee to proceed with advertising the project for construction bids.

- G. The Grantee must submit all work related to easements, rights-of-ways, other property rights, and financing provisions associated with the project to NMED for review prior to advertising for construction bids. A site certificate certifying that all necessary easements and/or property upon or through which the project is being constructed have been obtained must be submitted prior to the advertisement for bid of the project. The Site Certificate must be signed by an attorney, engineer, surveyor, or title abstractor.
- H. With the exception of easements (See Article 1.G above), when real property is acquired by the Grantee, either through purchase or donation as a part of this project and within the project period, the Grantee will submit documentation of the acquisition to NMED, including a legal description of the property, the date the property will be acquired, evidence of clear title, and an appraisal report prepared by a qualified appraiser who was selected through applicable procurement procedures.
- I. The Grantee will submit the recommendation of award, bid tabulation, complete bid submittal of the selected contractor, any addenda issued, and funding analysis listing all funds that will pay for construction to NMED for review and concurrence prior to award of the construction contract, along with a letter from the Grantee stating they concur with the recommendation of award to the selected contractor and price and confirming that the Grantee has sufficient funds for construction.
- J. The Grantee will submit the notice of the award, the notice of a pre-construction conference, a copy of the executed construction contract documents (including payment and performance bonds), and the notice to proceed to NMED. NMED will prepare and issue the notice of obligation for the construction cost making the grant funds available for reimbursement. The selected contractor will be required to post a performance and payment bond in accordance with requirements of Section 13-4-18 NMSA 1978.
- K. The selected contractor will submit a construction schedule to the Grantee and NMED if requested at the pre-construction conference. The Grantee will submit all modifications to the project contract by change orders to the NMED.
- L. The Grantee will provide a full-time construction inspector during construction of the project unless NMED determines that part time inspection is adequate for the project. This must be requested and approved by NMED prior to the start of construction. The Grantee will submit the inspector's résumé to NMED for review.
- M. All daily construction inspection reports shall be made available to the NMED upon request.
- N. Notwithstanding the inspections performed by the Grantee and its engineer, NMED will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans but will be a general NMED review as described in Article 2 below.
- O. If applicable, the Grantee (or the system owner) will employ qualified utility operators and will comply with all provisions of the New Mexico Utility Operators Certification Act, Section 61-33-1 et seq. NMSA 1978.
- P. NMED will reimburse the grantee its actual costs when NMED determines, in its sole discretion, that expenditures were appropriate under the terms of the Agreement and that the expenditures were properly documented.

## **ARTICLE 2**      **NMED OVERSIGHT**

NMED inspection, review and oversight is only for purposes of compliance with applicable state grant requirements, procedures, statutes, and regulations. NMED approval will not be interpreted as a warranty or guarantee of any kind. Responsibility for the design of the project will lie solely with the engineer of record. All defects and their correction will be the responsibility of the Grantee and its contractors and engineers or consultants. Any questions raised by NMED during its inspections and reviews shall be resolved exclusively by the Grantee. The Grantee and its contractors and engineers or consultants will remain responsible for the completion and success of the project. No action by NMED shall relieve the owner or engineer of legal responsibilities for the overall integrity of the project, adequacy of the design, safety, or compliance with all applicable regulations.

## **ARTICLE 3**      **CLOSEOUT**

- A. The project will not be considered complete until the work as defined in this agreement has been fully performed, and finally and unconditionally accepted by the Grantee, the engineer of record and NMED.
- B. If the grant funds are to be used for preparation of a PER, technical memorandum, or study, final payment will be made after approval by NMED of the PER, technical memorandum or study.
- C. If grant funds are to be used for preparation of plans and specifications, final payment for plans and specifications shall be made after submission of final signed and sealed documents are submitted by the Grantee or their engineer of record with the letter from the Grantee stating that they have reviewed and accepted the plans and specifications.
- D. If the grant funds are to be used for purchase of equipment, final payment will be made after approval by NMED of receipt of equipment title, as applicable. Appraisal reports are required for the purchase of used equipment.
- E. If the grant funds are to be used for construction, final payment will be made after the final inspection has been conducted by NMED and the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:
  - i. A certificate of substantial completion including punch list items.
  - ii. A final reimbursement request including the final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee.
  - iii. A written consent of the surety, if any, to final payment.
  - iv. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under. In lieu thereof and as approved by the Grantee, contractor(s) may furnish receipts or releases in full; an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied.

- v. Certification letter by the Grantee and contractor that the Labor Standards Contract Provisions have been met.
- vi. Certification letter of project acceptance by the Grantee and the Grantee's project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Grantee and contractors will be submitted to NMED.
- vii. Certification letter from the Grantee confirming receipt and acceptance of the record drawings and operation and maintenance manuals.



NMED Attachment C  
NMED Contact Information Sheet  
Project Number SAP 22-G2330-STB  
Grantee Lower Rio Grande Public Water Works Authority

Project Manager: Steven Deal  
Project Manager Address: 2301 Entrada del Sol  
Las Cruces, NM 88001  
Phone: 505-670-2926  
Email: [steven.deal@state.nm.us](mailto:steven.deal@state.nm.us)

Project Administration: Paulette Ortiz  
Project Admin Address: 1190 St. Francis Drive S-2072  
Santa Fe, NM 87502  
Phone: 505-670-3583  
Email: [paulette.ortiz@state.nm.us](mailto:paulette.ortiz@state.nm.us)

For General Assistance, please call 505-827-2806 and ask for “Special Appropriations” or email:  
[NMENV-cpbsap@state.nm.us](mailto:NMENV-cpbsap@state.nm.us)

Rev. May 2018			NEW MEXICO ENVIRONMENT DEPARTMENT					
			CONSTRUCTION PROGRAMS BUREAU					
<b>NMED ATTACHMENT D DISBURSEMENT REQUEST</b>								
<b>SPECIAL APPROPRIATIONS PROGRAM (SAP)</b>								
A. NAME OF ENTITY						C. DISBURSEMENT REQUEST NUMBER		
B. PROJECT NUMBER						D. GRANT AMOUNT		
	<b>PREVIOUS EXPENDITURES</b>		<b>CURRENT EXPENDITURES</b>		<b>CUMULATIVE</b>		<b>FUNDS REMAINING</b>	
	<b>NMED PROGRAM</b>	<b>OTHER FUNDS</b>	<b>NMED PROGRAM</b>	<b>OTHER FUNDS</b>	<b>NMED PROGRAM</b>	<b>OTHER FUNDS</b>	<b>NMED PROGRAM</b>	<b>OTHER FUNDS</b>
Engineer Fees							\$ -	\$ -
Other Professional							\$ -	\$ -
Service Fees							\$ -	\$ -
Inspection Fees							\$ -	\$ -
Property Acquisition							\$ -	\$ -
Construction Cost							\$ -	\$ -
Planning Cost							\$ -	\$ -
Equipment							\$ -	\$ -
Other Costs (specify)							\$ -	\$ -
Contingencies							\$ -	\$ -
<b>TOTAL</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Article IX.A. (iii). By checking this box you are stating that payment has NOT been paid to the vendors associated with this request. Upon receipt of payment from NMED, certification of payment will be sent within 10 days from the date of receiving reimbursement.						Article IX. A. (ii). By checking this box you are certifying that the vendors associated with this request have been paid.		
<b>Certification:</b> Under penalty of law, I certify that all the above expenditures are true and correct and are for appropriate purposes in accordance with the terms and conditions of the pertinent Loan/Grant Agreement; that all of the above expenses are properly documented, and are actual invoices; that payment has not been received; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.								
		Signature of Authorized Official:		Typed or Printed Name:		Phone:		Date:
		X						

NMED Attachment E  
New Mexico Environment Department (NMED)  
Capital Appropriations Certification Document  
Article IX. A. (ii) and (iii)  
Project SAP 22-G2330-STB  
Grantee Lower Rio Grande Public Water Works Authority  
Payment Request No \_\_\_\_\_

I certify that payment to all vendors on the above referenced payment request were paid no more than five (5) days after receiving reimbursement from NMED.

---

Official Representative, Signed Name, Printed Name, Date

**A RESOLUTION AUTHORIZING THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT(S)**

**Resolution Number**

**Whereas**, the Board of Directors / Council / Commission of Community / Utility of County Name County of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and

**Whereas**, the Agreement is identified as Project Number SAP

**NOW THEREFORE, BE IT RESOLVED** by the named applicant that:

(Name), Mayor/ Chairperson / Director / Officer, or successor is authorized to sign the Grant Agreement for this project, and

(Authorized Officer Name), (Authorized Officer Title), (may have more than one) or successor is the OFFICAL REPRESENTATIVE(S) who is authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements (Project Description, Disbursements and Notice of Obligations (NOO)) and to act as the project contact, and

(Designated Agent or Employee Name), (Title), or successor is the Capital Projects Monitoring System (CPMS) contact who is designated to update the CPMS database monthly per Article VIII. A. of the Intergovernmental Grant Agreement.

**PASSED, APPROVED, AND ADOPTED: \_\_\_\_\_.**

**Name, Mayor / Chairperson / Director / Officer, Title, Community / Utility**

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**(Signature)**

---

**Date**

**(SEAL)**

**ATTEST:**

---

**(Municipal Clerk)**

Lower Rio Grande Public Water  
**Name of Grantee:** Works Authority **Project Number:** SAP 22-G2330-STB  
**Current Authorized Signatures** (submit with Signature Resolution; update when necessary)

Authorized to Sign Grant Agreement			
Name	Esperanza Holguin	Name	
Title	Board Chairperson	Title	
Signature		Signature	
Address	325 Holguin Rd	Address	
	Vado, NM 88072		
Email	espy.holguin@lrgauthority.org	Email	
Phone	575-233-5742	Phone	
<b>Official Representatives authorized to sign Disbursement Requests and All Other Documents,</b>			
Name	Martin Lopez	Name	Kathi Jackson
Title	General Manager	Title	Finance Manager
Signature		Signature	
Address	325 Holguin Rd	Address	325 Holguin Rd
	Vado, NM 88072		Vado, NM 88072
Email	martin.lopez@lrgauthority.org	Email	kathi.jackson@lrgauthority.org
Phone	575-233-5742	Phone	575-233-5742
<b>Alternate Official Representative; To sign Disbursement Requests and All Other Documents, Requirement and Act as the Project Contact</b>			
Name	Karen Nichols	Name	Mobile Numbers:
Title	Projects Manager	Title	Martin - 575-571-3628
Signature		Signature	Kathi - 575-640-4330
Address	325 Holguin Rd	Address	Karen - 915-203-2057
	Vado, NM 88072		
Email	karen.nichols@lrgauthority.org	Email	
Phone	575-233-5742	Phone	
<b>Designated Agent or Employee that will make Monthly CPMS Updates</b>			
Name	Karen Nichols	Name	
Title	Projects Manager	Title	
Signature	Signature Not Required	Signature	
Address	325 Holguin Rd	Address	
	Vado, NM 88072		
Email	karen.nichols@lrgauthority.org	Email	
Phone	575-233-5742	Phone	

Lower Rio Grande Public Water  
**Name of Grantee:** Works Authority **Project Number:** SAP 22-G2330-STB  
**Current Authorized Signatures** (submit with Signature Resolution; update when necessary)

Authorized to Sign Grant Agreement			
Name	Esperanza Holguin	Name	
Title	Board Chairperson	Title	
Signature		Signature	
Address	325 Holguin Rd	Address	
	Vado, NM 88072		
Email	espy.holguin@lrgauthority.org	Email	
Phone	575-233-5742	Phone	
<b>Official Representatives authorized to sign Disbursement Requests and All Other Documents,</b>			
Name	Martin Lopez	Name	Kathi Jackson
Title	General Manager	Title	Finance Manager
Signature		Signature	
Address	325 Holguin Rd	Address	325 Holguin Rd
	Vado, NM 88072		Vado, NM 88072
Email	martin.lopez@lrgauthority.org	Email	kathi.jackson@lrgauthority.org
Phone	575-233-5742	Phone	575-233-5742
<b>Alternate Official Representative; To sign Disbursement Requests and All Other Documents, Requirement and Act as the Project Contact</b>			
Name	Karen Nichols	Name	Mobile Numbers:
Title	Projects Manager	Title	Martin - 575-571-3628
Signature		Signature	Kathi - 575-640-4330
Address	325 Holguin Rd	Address	Karen - 915-203-2057
	Vado, NM 88072		
Email	karen.nichols@lrgauthority.org	Email	
Phone	575-233-5742	Phone	
<b>Designated Agent or Employee that will make Monthly CPMS Updates</b>			
Name	Karen Nichols	Name	
Title	Projects Manager	Title	
Signature	Signature Not Required	Signature	
Address	325 Holguin Rd	Address	
	Vado, NM 88072		
Email	karen.nichols@lrgauthority.org	Email	
Phone	575-233-5742	Phone	



[www.lrgauthority.org](http://www.lrgauthority.org)

# **LOWER RIO GRANDE**

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## **Public Water Works Authority**

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### **Resolution #FY2023-10**

### **Approving First Quarter 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 the FY2023 First Quarter Budget on October 19, 2022.

**Therefore**, be it resolved, the Board of Directors adopts and passes this resolution to approve the FY2023 First Quarter Budget officially approved on October 19, 2022.

PASSED, APPROVED, AND ADOPTED: October 19, 2022

---

Esperanza Holguin, Board Chair

Seal:

---

Joe Evaro, Secretary

# State of New Mexico

## Local Government Budget Management System (LGBMS)

Year-to-Date Actuals - Fiscal Year 2022-2023 - FY2023 Q1  
Lower Rio Grande Public WWA - Entity  
Detail Report Sorted by Fund and Department

Printed from LGBMS on 2022-10-17 14:56:45

### 11000 General Operating Fund

#### 10000 Assets

##### 0001 No Department

10100 Cash Assets	Original	Adjustments	Adjusted	YTD	Balance	% Realized
10101 Unrestricted Cash	1,487,931.00	0.00	1,487,931.00	1,487,931.00	0.00	100.00
10102 Restricted Cash	660,559.00	0.00	660,559.00	660,559.00	0.00	100.00
<b>10100 Totals</b>	<b>2,148,490.00</b>	<b>0.00</b>	<b>2,148,490.00</b>	<b>2,148,490.00</b>	<b>0.00</b>	<b>100.00</b>
<b>0001 Totals</b>	<b>2,148,490.00</b>	<b>0.00</b>	<b>2,148,490.00</b>	<b>2,148,490.00</b>	<b>0.00</b>	<b>100.00</b>
<b>10000 Assets Totals</b>	<b>2,148,490.00</b>	<b>0.00</b>	<b>2,148,490.00</b>	<b>2,148,490.00</b>	<b>0.00</b>	<b>100.00</b>

### 60000 Other Financing Sources

#### 0001 No Department

61000 Transfers	Original	Adjustments	Adjusted	YTD	Balance	% Realized
61200 Transfers Out	(300,000.00)	0.00	(300,000.00)	0.00	(300,000.00)	0.00
<b>61000 Totals</b>	<b>(300,000.00)</b>	<b>0.00</b>	<b>(300,000.00)</b>	<b>0.00</b>	<b>(300,000.00)</b>	<b>0.00</b>
<b>0001 Totals</b>	<b>(300,000.00)</b>	<b>0.00</b>	<b>(300,000.00)</b>	<b>0.00</b>	<b>(300,000.00)</b>	<b>0.00</b>
<b>60000 Other Financing Sources Totals</b>	<b>(300,000.00)</b>	<b>0.00</b>	<b>(300,000.00)</b>	<b>0.00</b>	<b>(300,000.00)</b>	<b>0.00</b>

### 50100 Water Enterprise

#### 40000 Revenues

##### 0001 No Department

44000 Charges for Services	Original	Adjustments	Adjusted	YTD	Balance	% Realized
44010 Administrative Fees	13,440.00	0.00	13,440.00	4,817.00	8,623.00	35.84
44190 Rental Fees	10,500.00	0.00	10,500.00	2,250.00	8,250.00	21.43
44220 Water Use Fees	3,213,200.00	0.00	3,213,200.00	977,442.89	2,235,757.11	30.42
44230 Utility Service Fees	5,250.00	0.00	5,250.00	7,866.68	(2,616.68)	149.84
44240 Utility Connection Fees	52,500.00	0.00	52,500.00	11,785.56	40,714.44	22.45
44250 Utility Re-Connection Fees	159,075.00	0.00	159,075.00	48,584.22	110,490.78	30.54
44270 Impact Fees	42,000.00	0.00	42,000.00	19,246.47	22,753.53	45.82
44990 Other Charges for Services	7,350.00	0.00	7,350.00	3,075.00	4,275.00	41.84
<b>44000 Totals</b>	<b>3,503,315.00</b>	<b>0.00</b>	<b>3,503,315.00</b>	<b>1,075,067.82</b>	<b>2,428,247.18</b>	<b>30.69</b>
46000 Miscellaneous Revenues	Original	Adjustments	Adjusted	YTD	Balance	% Realized
46050 Joint Power Agreements Income	102,000.00	0.00	102,000.00	10,037.85	91,962.15	9.84
46900 Miscellaneous - Other	111,300.00	0.00	111,300.00	23,769.31	87,530.69	21.36
<b>46000 Totals</b>	<b>213,300.00</b>	<b>0.00</b>	<b>213,300.00</b>	<b>33,807.16</b>	<b>179,492.84</b>	<b>15.85</b>
<b>0001 Totals</b>	<b>3,716,615.00</b>	<b>0.00</b>	<b>3,716,615.00</b>	<b>1,108,874.98</b>	<b>2,607,740.02</b>	<b>29.84</b>
<b>40000 Revenues Totals</b>	<b>3,716,615.00</b>	<b>0.00</b>	<b>3,716,615.00</b>	<b>1,108,874.98</b>	<b>2,607,740.02</b>	<b>29.84</b>

#### 50000 Expenditures

##### 6003 Water Utility/Authority

51000 Salary & Wages (FTE required)	Original	Adjustments	Adjusted	YTD	Balance	% Realized
51020 Salaries - Full-Time Positions	1,128,750.00	0.00	1,128,750.00	291,454.42	837,295.58	25.82
51060 Salaries - Overtime	52,500.00	0.00	52,500.00	9,266.68	43,233.32	17.65
51900 Salaries - Other Wages	235,725.00	0.00	235,725.00	56,387.77	179,337.23	23.92
<b>51000 Totals</b>	<b>1,416,975.00</b>	<b>0.00</b>	<b>1,416,975.00</b>	<b>357,108.87</b>	<b>1,059,866.13</b>	<b>25.20</b>
52000 Employee Benefits	Original	Adjustments	Adjusted	YTD	Balance	% Realized
52010 FICA - Regular	84,000.00	0.00	84,000.00	22,140.75	61,859.25	26.36
52011 FICA - Medicare	18,900.00	0.00	18,900.00	6,777.05	12,122.95	35.86



52020 Retirement	183,750.00	0.00	183,750.00	14,796.19	168,953.81	8.05
52030 Health and Medical Premiums	310,000.00	0.00	310,000.00	75,789.36	234,210.64	24.45
52040 Life Insurance Premiums	20,000.00	0.00	20,000.00	4,334.11	15,665.89	21.67
52050 Dental Insurance Premiums	13,125.00	0.00	13,125.00	3,095.84	10,029.16	23.59
52060 Vision Insurance Medical Premiums	4,200.00	0.00	4,200.00	789.09	3,410.91	18.79
52080 Other Insurance Premiums	1,000.00	0.00	1,000.00	300.00	700.00	30.00
52100 Workers' Compensation Premium	15,750.00	0.00	15,750.00	2,799.00	12,951.00	17.77
<b>52000 Totals</b>	<b>650,725.00</b>	<b>0.00</b>	<b>650,725.00</b>	<b>130,821.39</b>	<b>519,903.61</b>	<b>20.10</b>
<b>53000 Travel Costs</b>	<b>Original</b>	<b>Adjustments</b>	<b>Adjusted</b>	<b>YTD</b>	<b>Balance</b>	<b>% Realized</b>
53030 Travel - Employees	12,075.00	0.00	12,075.00	686.06	11,388.94	5.68
53050 Transportation Costs	1,575.00	0.00	1,575.00	0.00	1,575.00	0.00
<b>53000 Totals</b>	<b>13,650.00</b>	<b>0.00</b>	<b>13,650.00</b>	<b>686.06</b>	<b>12,963.94</b>	<b>5.03</b>
<b>54000 Purchased Property Services</b>	<b>Original</b>	<b>Adjustments</b>	<b>Adjusted</b>	<b>YTD</b>	<b>Balance</b>	<b>% Realized</b>
54030 Maintenance & Repairs - Grounds/Roadways	228,900.00	0.00	228,900.00	4,694.68	224,205.32	2.05
54040 Maintenance & Repairs - Vehicles	52,500.00	0.00	52,500.00	9,062.77	43,437.23	17.26
54999 Other Maintenance	105,000.00	0.00	105,000.00	81,115.85	23,884.15	77.25
<b>54000 Totals</b>	<b>386,400.00</b>	<b>0.00</b>	<b>386,400.00</b>	<b>94,873.30</b>	<b>291,526.70</b>	<b>24.55</b>
<b>55000 Contractual Services</b>	<b>Original</b>	<b>Adjustments</b>	<b>Adjusted</b>	<b>YTD</b>	<b>Balance</b>	<b>% Realized</b>
55010 Contract - Audit	14,700.00	0.00	14,700.00	0.00	14,700.00	0.00
55030 Contract - Professional Services	161,831.00	0.00	161,831.00	64,813.49	97,017.51	40.05
55999 Contract - Other Services	13,000.00	0.00	13,000.00	4,318.97	8,681.03	33.22
<b>55000 Totals</b>	<b>189,531.00</b>	<b>0.00</b>	<b>189,531.00</b>	<b>69,132.46</b>	<b>120,398.54</b>	<b>36.48</b>
<b>56000 Supplies</b>	<b>Original</b>	<b>Adjustments</b>	<b>Adjusted</b>	<b>YTD</b>	<b>Balance</b>	<b>% Realized</b>
56020 Supplies - General Office	11,550.00	0.00	11,550.00	3,231.30	8,318.70	27.98
56030 Supplies - Field Supplies	100,984.00	0.00	100,984.00	15,958.39	85,025.61	15.80
56040 Supplies - Furniture/Fixtures/Equipment (Non-Capital)	21,000.00	0.00	21,000.00	12,949.26	8,050.74	61.66
56110 Supplies - Uniforms/Linen	15,750.00	0.00	15,750.00	2,866.61	12,883.39	18.20
56120 Supplies - Vehicle Fuel	90,000.00	0.00	90,000.00	24,320.52	65,679.48	27.02
56999 Supplies - Other	152,250.00	0.00	152,250.00	24,782.99	127,467.01	16.28
<b>56000 Totals</b>	<b>391,534.00</b>	<b>0.00</b>	<b>391,534.00</b>	<b>84,109.07</b>	<b>307,424.93</b>	<b>21.48</b>
<b>57000 Operating Costs</b>	<b>Original</b>	<b>Adjustments</b>	<b>Adjusted</b>	<b>YTD</b>	<b>Balance</b>	<b>% Realized</b>
57050 Employee Training	5,250.00	0.00	5,250.00	222.95	5,027.05	4.25
57070 Insurance - General Liability/Property	94,500.00	0.00	94,500.00	21,371.00	73,129.00	22.61
57080 Postage	3,150.00	0.00	3,150.00	278.28	2,871.72	8.83
57090 Printing/Publishing/Advertising	60,000.00	0.00	60,000.00	10,461.86	49,538.14	17.44
57150 Subscriptions & Dues	3,150.00	0.00	3,150.00	2,977.00	173.00	94.51
57160 Telecommunications	42,000.00	0.00	42,000.00	8,785.90	33,214.10	20.92
57170 Utilities - Electricity	232,050.00	0.00	232,050.00	109,409.45	122,640.55	47.15
57171 Utilities - Natural Gas	3,150.00	0.00	3,150.00	432.92	2,717.08	13.74
57999 Other Operating Costs	90,000.00	0.00	90,000.00	16,661.80	73,338.20	18.51
<b>57000 Totals</b>	<b>533,250.00</b>	<b>0.00</b>	<b>533,250.00</b>	<b>170,601.16</b>	<b>362,648.84</b>	<b>31.99</b>
<b>59000 Debt Service</b>	<b>Original</b>	<b>Adjustments</b>	<b>Adjusted</b>	<b>YTD</b>	<b>Balance</b>	<b>% Realized</b>
59010 Debt Service - Principal Payments	276,000.00	0.00	276,000.00	32,867.14	243,132.86	11.91
59020 Debt Service - Interest Payments	158,550.00	0.00	158,550.00	75,364.59	83,185.41	47.53
<b>59000 Totals</b>	<b>434,550.00</b>	<b>0.00</b>	<b>434,550.00</b>	<b>108,231.73</b>	<b>326,318.27</b>	<b>24.91</b>
<b>6003 Totals</b>	<b>4,016,615.00</b>	<b>0.00</b>	<b>4,016,615.00</b>	<b>1,015,564.04</b>	<b>3,001,050.96</b>	<b>25.28</b>
<b>50000 Expenditures Totals</b>	<b>4,016,615.00</b>	<b>0.00</b>	<b>4,016,615.00</b>	<b>1,015,564.04</b>	<b>3,001,050.96</b>	<b>25.28</b>
<b>60000 Other Financing Sources</b>						
<b>0001 No Department</b>						
<b>61000 Transfers</b>	<b>Original</b>	<b>Adjustments</b>	<b>Adjusted</b>	<b>YTD</b>	<b>Balance</b>	<b>% Realized</b>
61100 Transfers In	300,000.00	0.00	300,000.00	0.00	300,000.00	0.00
<b>61000 Totals</b>	<b>300,000.00</b>	<b>0.00</b>	<b>300,000.00</b>	<b>0.00</b>	<b>300,000.00</b>	<b>0.00</b>
<b>0001 Totals</b>	<b>300,000.00</b>	<b>0.00</b>	<b>300,000.00</b>	<b>0.00</b>	<b>300,000.00</b>	<b>0.00</b>

60000 Other Financing Sources Totals	300,000.00	0.00	300,000.00	0.00	300,000.00	0.00
<b>50300 Wastewater/Sewer Enterprise</b>						
<b>40000 Revenues</b>						
<b>0001 No Department</b>						
44000 Charges for Services	Original	Adjustments	Adjusted	YTD	Balance	% Realized
44230 Utility Service Fees	196,350.00	0.00	196,350.00	59,159.33	137,190.67	30.13
44240 Utility Connection Fees	107,025.00	0.00	107,025.00	18,891.52	88,133.48	17.65
44990 Other Charges for Services	4,725.00	0.00	4,725.00	6,180.19	(1,455.19)	130.80
44000 Totals	308,100.00	0.00	308,100.00	84,231.04	223,868.96	27.34
0001 Totals	308,100.00	0.00	308,100.00	84,231.04	223,868.96	27.34
40000 Revenues Totals	308,100.00	0.00	308,100.00	84,231.04	223,868.96	27.34
<b>50000 Expenditures</b>						
<b>6005 Wastewater Utility/Authority</b>						
51000 Salary & Wages (FTE required)	Original	Adjustments	Adjusted	YTD	Balance	% Realized
51020 Salaries - Full-Time Positions	52,500.00	0.00	52,500.00	0.00	52,500.00	0.00
51060 Salaries - Overtime	4,725.00	0.00	4,725.00	0.00	4,725.00	0.00
51000 Totals	57,225.00	0.00	57,225.00	0.00	57,225.00	0.00
52000 Employee Benefits	Original	Adjustments	Adjusted	YTD	Balance	% Realized
52010 FICA - Regular	525.00	0.00	525.00	0.00	525.00	0.00
52011 FICA - Medicare	2,625.00	0.00	2,625.00	0.00	2,625.00	0.00
52020 Retirement	7,350.00	0.00	7,350.00	0.00	7,350.00	0.00
52000 Totals	10,500.00	0.00	10,500.00	0.00	10,500.00	0.00
54000 Purchased Property Services	Original	Adjustments	Adjusted	YTD	Balance	% Realized
54999 Other Maintenance	108,750.00	0.00	108,750.00	35,784.86	72,965.14	32.91
54000 Totals	108,750.00	0.00	108,750.00	35,784.86	72,965.14	32.91
56000 Supplies	Original	Adjustments	Adjusted	YTD	Balance	% Realized
56030 Supplies - Field Supplies	29,925.00	0.00	29,925.00	0.00	29,925.00	0.00
56000 Totals	29,925.00	0.00	29,925.00	0.00	29,925.00	0.00
57000 Operating Costs	Original	Adjustments	Adjusted	YTD	Balance	% Realized
57170 Utilities - Electricity	24,450.00	0.00	24,450.00	5,755.01	18,694.99	23.54
57000 Totals	24,450.00	0.00	24,450.00	5,755.01	18,694.99	23.54
59000 Debt Service	Original	Adjustments	Adjusted	YTD	Balance	% Realized
59010 Debt Service - Principal Payments	31,750.00	0.00	31,750.00	1,364.15	30,385.85	4.30
59020 Debt Service - Interest Payments	30,000.00	0.00	30,000.00	6,555.17	23,444.83	21.85
59000 Totals	61,750.00	0.00	61,750.00	7,919.32	53,830.68	12.82
6005 Totals	292,600.00	0.00	292,600.00	49,459.19	243,140.81	16.90
50000 Expenditures Totals	292,600.00	0.00	292,600.00	49,459.19	243,140.81	16.90
<b>ALL FUNDS</b>						
10000 Assets	2,148,490.00	0.00	2,148,490.00	2,148,490.00	0.00	100.00
40000 Revenues	4,024,715.00	0.00	4,024,715.00	1,193,106.02	2,831,608.98	29.64
50000 Expenditures	4,309,215.00	0.00	4,309,215.00	1,065,023.23	3,244,191.77	24.72
60000 Other Financing Sources	0.00	0.00	0.00	0.00	0.00	nan