

# LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

## Minutes—REGULAR BOARD OF DIRECTORS MEETING

9:30 a.m. Wednesday, November 18, 2015 at our East Mesa Office, 9774 Butterfield Park Blvd. Las Cruces, NM

NOTE: Minutes are a DRAFT until approved & signed by the Board of Directors

- I. **Call to Order, Roll Call to Establish Quorum:** Chairman Roberto Nieto called the meeting to order at 9:31 a.m. and called the roll. Mr. Raymundo Sanchez representing District #1 was absent, Ms. Alma Boothe representing District #2 was present, the seat on the Board for District #3 is currently vacant, Mr. John Holguin representing District #4 was absent, Mr. Nieto representing District #5 was present, Mr. Mike McMullen representing District #6 was present, and Mr. Furman Smith representing District #7 was present. Staff members present were General Manager Martin Lopez, Operations Manager Mike Lopez, Finance Manager Kathi Jackson, Projects Manager Karen Nichols, and Projects Specialist Liza Lopez. Matt Dyer, an engineer with Parkhill, Smith & Cooper was also present.
- II. **Pledge of Allegiance:** Martin Lopez led the pledge.
- III. **Motion to approve the Agenda:** Mr. McMullen made the motion to approve the Agenda and Ms. Boothe seconded the motion. The motion carried with none opposed.
- IV. **Motion to approve the minutes of the January 20, 2016 Regular Board Meeting and the November 18, 2015 Regular Board Meeting:** Mr. McMullen made the motion to approve the minutes of the January 20, 2016 Regular Board Meeting and Ms. Boothe seconded the motion, with all in favor. Mr. McMullen then made the motion to approve the minutes of the November 18, 2016 Regular Board Meeting. Ms. Boothe seconded that motion and it also passed with none opposed.
- V. **Guest Presentations – NONE**
- VI. **Public Input—15 minutes total allotted for this item, 3 minutes per person – NONE**
- VII. **Managers' Reports**
  - A. **General Manager:** Mr. Martin Lopez provided a written report and stood for questions. Mr. Smith asked Mr. Martin Lopez if new trucks had been purchased. Mr. Martin Lopez responded that the loan for the vehicles had closed but the grant agreement needed to be signed before the vehicles could be purchased. He also stated that the State's 2016 vehicle list was out and that the LRGPWWA would be able to purchase 2016 models instead of 2015 models. Mr. Martin Lopez passed out the agenda for the upcoming Vado Historical Society Meeting and described the upcoming breakfast that will be hosted for the LRGPWWA by Citizen's Bank. Mr. Martin Lopez also told the board that the transition to the new billing software is ongoing and that the billing program is scheduled to go live on March 1, 2016.
  - B. **Operations: (This item was taken out of order; this report followed the Projects Report)** Mr. Mike Lopez provided a written report and stood for questions. Mr. Nieto asked Mr. Mike Lopez where the 12 services had been removed and Mr. Mike Lopez replied that they had been removed from the Butterfield Park/Organ system, and that 5 more LRGPWWA members were due to have their services removed as well because of failure to pay membership fees. Karen Nichols asked Mr. Mike Lopez how the main water lines at Valle del Rio would be scoured and Mr. Mike Lopez replied that high water pressure would be used. He also stated that the customers in the Valle del Rio system would be sent notices regarding the upcoming line scouring/water shut-off. Radio Read Meters are also scheduled to be installed on the Valle del Rio system.
  - C. **Projects: (This item was taken out of order; this report followed the General Manager's Report)** Ms. Karen Nichols provided a written report and introduced Matt Dyer, an engineer with Parkhill, Smith & Cooper, the firm that is working on the water line extension project. Mr. Dyer provided an overview and

update of the project and stood for questions. Mr. Nieto asked Mr. Dyer if it would cost anything to get the waiver on the easements. Mr. Martin Lopez told the Board if anyone in the project area failed to provide an easement that would be where the water line would stop. He stated that it was important to expedite this project and use the funds that were available to complete this work. Mr. Nieto asked Mr. Dyer how many days had been allocated for construction. Mr. Dyer stated that right now he had 150 calendar days scheduled. Mr. Dyer also pointed out that Elephant Butte Irrigation District has ground water monitoring stations throughout the valley and he was coordinating with EBID to get the database with the elevations of these monitoring stations in order to correlate that with the Geo-Tech report to avoid problems with the ground water contours. Ms. Nichols also stated that she had been in contact with the Attorney for the LRGPWVA to file a claim with the bonding company of Western Building and Development, the contractor on the Brazito Project. To date this project has not been completed and/or accepted. The Contractor has negotiated with Dona Ana County to remove and replace 2" of asphalt in the east lane of Calle de Brazito, which the County agreed to, but he has failed to respond with a schedule for doing the work. Mr. Martin Lopez also told the Board that the LRGPWVA was on the Capital Outlay Projects list and was requesting funds for SCADA work and rugged laptops/tablets that could be used by operators in the field to generate and complete work orders.

- D. Finance:** Ms. Kathi Jackson stood for questions. She described the challenges with transitioning to the new Billing System, which is scheduled to go live on March 1, 2016. She told the Board that LRGPWVA staff had attended classroom training and have been receiving hands-on training with the new Tyler system.

**VIII. Unfinished Business : None**

**IX. New Business**

- A. Appointment of a new Director for District 3:** Mr. Martin Lopez explained that due to the unexpected passing of Mr. Carlos Tellez, Board Director for District 3, there is now a vacancy on the Board of the LRGPWVA which must be filled within 45 days. He requested authorization from the Board to send out a letter to residents in District 3 in order to find someone who would be eligible and interested in filling this position. He added that the appointment would be for a little over a year, until the Board elections in 2017. Mr. McMullen made the motion to authorize the mailing of this letter and Ms. Boothe seconded the motion. The motion passed with none opposed.
- B. Motion to adopt the proposed Amendment to the LRGPWVA Employee Policy Manual:** Mr. Martin Lopez explained that this amendment would clarify the information provided in the Policy Manual regarding existing health care benefits and the retirement plan, as well as outlining when donated leave can be used in sections 4.01 and 4.02 of the Employee Policy Manual. Ms. Boothe made the motion to adopt the proposed amendment and Mr. Smith seconded this motion. This motion passed with none opposed.
- C. Motion to assign new members from Valle Del Rio to District 6, pending redistricting for 2017 election:** Mr. Martin Lopez explained that the membership numbers in both Districts 3 and 6 had been examined and because there were fewer members in District 6, new members to the LRGPWVA from Valle Del Rio should be assigned to this district for the 2017 LRGPWVA Election. Mr. McMullen made the motion to assign these new members to District 6 and Mr. Smith seconded the motion. The motion passed with none opposed.
- D. Motion to approve proposed Engineering Services Agreement with Souder, Miller & Associates for the Valle Del Rio Water System Improvements Project contingent upon NMED-CPB approval:** Ms. Karen Nichols discussed the proposed agreement. Ms. Boothe made the motion to approve the proposed agreement and Mr. McMullen seconded the motion. The motion passed with all in favor.

- E. Motion to adopt proposed Amendment to the LRGPWWA Member/Customer Service Policy:** Mr. Martin Lopez and Mr. Mike Lopez both told the board that there are situations where people have broken sewer pipes that are causing an environmental/health hazard. In these cases the water service needs to be shut off until the pipes are repaired. Mr. Martin Lopez stated that this amendment would clarify the LRGPWWA's authority to disconnect water service to these customers until the repairs are made. Ms. Boothe made the motion to adopt the proposed amendment. Mr. McMullen seconded the motion and it passed with all in favor.
- F. Motion to accept the FY-2015 State Auditor's Report:** Mr. Martin Lopez told the Board that there had been a Finding on the audit in regard to internal controls on fixed assets for the 2015 fiscal year. Ms. Kathi Jackson explained the audit process that had taken place in December of 2015 and the difficulties with the auditors, their timeframe and delayed requests for information. She explained that the audit was supposed to take place in October of 2015 but did not actually take place until December of 2015, allowing only 15 days for the audit to be completed. Martin Lopez told the Board that he anticipates the record keeping issues pointed out in the audit will be taken care of with the new software that the LRGPWWA is transitioning to this year. Mr. McMullen made the motion to accept the FY-2015 State Auditor's Report and Ms. Boothe seconded the motion. The motion passed with none opposed.
- X. Other discussion and agenda items for next meeting:**

  - A. Request presentation from Mr. Mattiace, Executive Director of the New Mexico Border Authority:** Mr. Martin Lopez stated that he would attempt to contact Mr. Mattiace in order to request a presentation regarding the Santa Teresa Rail Study.
  - B. Authorize Public Hearings for ICIP:** Ms. Karen Nichols stated that she could ask Tiffany Goolsby, a planner with the South Central Council of Governments, to give a presentation to the Board on the ICIP. Mr. Nieto stated that would be a good idea.
- XI. Adjourn:** Ms. Boothe made the motion to adjourn. Mr. Smith seconded the motion and it carried unanimously. Mr. Nieto declared the meeting adjourned at 10:25 a.m.

**Minutes approved March 16, 2016**

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Roberto Nieto, Chairman (District 5)

ABSENT

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John Holguin, Vice-Chairman (District 4)

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Alma Boothe, Secretary (District 2)

ABSENT

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Raymundo Sanchez, Director (District 1)

VACANT

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Director (District 3)

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Michael McMullen, Director (District 6)

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Furman Smith, Director (District 7)



Lower Rio Grande Public Water Works Authority  
Sign In Sheet Page 1 of 1

Date: 2/17/14 Time: 9:30 AM Places: CAS MRSA Event: Regular Board Meeting

Signature	Print Name, Title, Company or Agency Represented	Contact Information	Email Address
Robert M. White	LRG BOB	575-636-3851	
Mike McManus	MIKE McMANUS LRG PWA	970-302-7852	
UVA Lopez	LRG PWWA	575-233-5742	
Johnny Smith	Evanson Smith Kathie Jackson Finance Manager	382 5982	Same
David Jones	LRG PWWA	(575) 640-4330	
[Signature]	MARTIN G. LOPEZ LRG PWWA	(575) 571-3124	martinlopez@lrgauthority.org
[Signature]	Karen Nichols LRG PWWA	915 203 2057	Karen.nichols@lrgauthority.org
[Signature]	LRG PWWA	915 309-7670	
[Signature]	LRG PWWA	635 3921	mike.lopez@lrgauthority.org
[Signature]	Matt Dyer, Principal, PSC	575-503-0915	mdyer@team-psc.com

cc

# LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

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

9:30 a.m. Wednesday, February 17, 2016 at our East Mesa Office, 9774 Butterfield Park Blvd.

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

- I. Call to Order, Roll Call to Establish Quorum: District #1 (Mr. Sanchez) \_\_\_\_, #2 (Ms. Boothe) \_\_\_\_, #3 (vacant) \_\_\_\_, #4 (Mr. Holguin) \_\_\_\_, #5 (Mr. Nieto) \_\_\_\_, #6 (Mr. McMullen) \_\_\_\_, #7 (Mr. Smith) \_\_.
- II. Pledge of Allegiance
- III. Motion to approve the Agenda
- IV. Motion to approve the minutes of the January 20, 2016 Regular Board Meeting and the November 18, 2015 Regular Board Meeting
- V. Guest Presentations
- VI. Public Input—15 minutes total allotted for this item, 3 minutes per person
- VII. Managers' Reports
  - A. General Manager
  - B. Operations
  - C. Projects
  - D. Finance
- VIII. Unfinished Business: None
- IX. New Business:
  - A. Appointment of new Director for District 3 – motion to authorize letter to District 3 members
  - B. Motion to adopt the proposed Amendment to LRGPWVA Employee Policy Manual
  - C. Motion to assign new members from Valle Del Rio to District 6, pending redistricting for 2017 election
  - D. Motion to approved proposed Engineering Services Agreement with Souder, Miller & Associates for the Valle Del Rio Water System Improvements Project contingent upon NMED-CPB approval
  - E. Motion to adopt proposed Amendment to the LRGPWVA Member/Customer Service Policy
  - F. Motion to accept the FY-2015 State Auditor's Report – Presentation by the IPA - may be postponed if the State Auditor has not released it before the February Board Meeting.
- X. Other discussion and agenda items for **next meeting, 9:30 a.m., March 16, 2016, at the East Mesa Office:**
  - A. Request presentation from Mr. Mattiace, Executive Director of the New Mexico Border Authority, regarding the Santa Teresa Rail Study
  - B. Authorize Public Hearings for ICIP
- XI. Adjourn

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aide or service to attend or participate in the hearing or meeting, please contact the LRGPWVA 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 LRGPWVA 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 de servicio para asistir o participar en la audiencia o reunión, póngase en contacto con la oficina de LRGPWVA, 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 LRGPWVA si es necesario un resumen u otro tipo de formato accesible.

# LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

## Minutes—REGULAR BOARD OF DIRECTORS MEETING

9:30 a.m. Wednesday, January 20, 2016 at our La Mesa Office, 521 St. Valentine, La Mesa, New Mexico

NOTE: Minutes are a DRAFT until approved & signed by the Board of Directors

- I. **Call to Order, Roll Call to Establish Quorum:** Vice Chairman John Holguin called the meeting to order at 9:37 a.m. and called the roll. Mr. Raymundo Sanchez representing District #1 was absent, Ms. Alma Boothe representing District #2 was present, Mr. Cali Tellez representing District #3 was absent, Mr. John Holguin representing District #4 was present, Mr. Roberto Nieto representing District #5 was absent, Mr. Mike McMullen representing District #6 was present, and Mr. Furman Smith representing District #7 was present. Staff members present were General Manager Martin Lopez, Operations Manager Mike Lopez, Projects Manager Karen Nichols, Finance Manager Kathi Jackson, and Projects Specialist Liza Lopez. Also present were Espy Holguin from HUD, Jennifer Hill with D.B. Stephens and Associates, and Adan and Maria Acero, who are residents of Brazito.
- II. **Pledge of Allegiance:** John Holguin led the pledge.
- III. **Motion to approve the Agenda:** The Board moved item IX.C., Request for Transfer of Real Property on Bosque Farms Road, after Item IV and the motion to approve the revised agenda was made by Mr. McMullen and seconded by Ms. Boothe.
- IV. **Motion to approve the minutes of the December 9, 2015 Regular Board Meeting:** Mr. McMullen made the motion to approve the minutes and Ms. Boothe seconded the motion.
- V. **Public Input—15 minutes total allotted for this item, 3 minutes per person:** None
- VI. **Guest Presentations**
  - A. **Employee Recognition: Kathi Jackson and Benita Evaro.** Martin Lopez presented plaques to Kathi Jackson, Finance Manager, and Benita Evaro, Purchasing, and thanked them for their five years of service to the LRGPWVA.
  - B. **BECC Water Audit Presentation:** Jennifer Hill, an engineer with D.B. Stephens and Associates, presented a power point presentation on the ongoing BECC/LRGPWVA Water Audit, outlining the objectives, results, and recommendations to the Board and providing a copy of the draft report. Mr. Holguin and Mr. Smith expressed concern over the logistics of the recommended yearly water audits and the recommended review of LRGPWVA's rate structure.
  - C. **Espy Holguin from H.U.D:** summarized the Vado Community Meeting she attended on January 14, 2016, which was held at the Del Cerro Community Center by Dona Ana County Chairman Billy Garrett and Vice Chair Wayne Hancock.
- VII. **Managers' Reports**
  - A. **General Manager:** Mr. Martin Lopez provided a written report and stood for questions. Mr. Holguin asked for clarifications about the 401K contributions and Mr. Martin Lopez told him the money would be distributed in the upcoming quarter. Mr. Martin Lopez also advised the board that the LRGPWVA was looking into the possibility of hiring a temporary worker to assist with taking payments at the East Mesa Office.
  - B. **Operations:** Operations Manager Mike Lopez provided a written report and stood for questions. He thanked the LRGPWVA operations staff for the in-house rehabilitation of Well #6. He estimated a savings to the LRGPWVA of \$20,000 because the work was done in-house.
  - C. **Projects:** Ms. Karen Nichols provided a written report and stood for questions. Mr. McMullen asked her about the problems with the roads in Brazito. Ms. Nichols advised Mr. McMullen that the contractor did not meet the specifications for asphalt density and smoothness, and that Stone Drive and Estrellita are on the punch list of contract items that are incomplete. The contractor was asked to remove and replace the

defective asphalt on Calle de Brazito. To date the project has not been completed and/or accepted. She also told the Board that House Bill 151, amending the statute that created the LRGPWWA, has been pre-filed in the legislature for this session.

- D. **Finance:** Ms. Kathi Jackson provided a written report and stood for questions. She provided the Profit and Loss Statement for the second quarter, reporting that there were no expenses that were out of the ordinary to report, and that actual revenue had exceeded budgeted revenue and actual expenses had been less than budgeted expenses. She told the Board that the installation of new, more accurate water meters has greatly helped to increase revenue. Ms. Jackson mentioned the LRGPWWA's transition to the new accounting system and stated that it should be fully functional by March.

#### VIII. Unfinished Business

- A. **Motion to convene in closed session pursuant to NMSA 1978 10-15-1 H.2 to discuss a limited personnel matter regarding the General Manager's evaluation:** Mr. Smith made the motion to convene in closed session. Mr. McMullen seconded the motion. Mr. Holguin took the roll call vote: District #1 (Mr. Sanchez) was absent, #2 (Ms. Boothe) voted "yes," #3 (Mr. Tellez) was absent, #4 (Mr. Holguin) voted "yes," #5 (Mr. Nieto) was absent, #6 (Mr. McMullen) voted "yes," and #7 (Mr. Smith) voted "yes."
- B. At 11:13 A.M. Mr. McMullen made the motion to reconvene in open session. Ms. Boothe seconded the motion and it passed with none opposed.
- C. Mr. Holguin made the statement that the matters discussed in the closed meeting were limited only to those specified in the motion for closure and that no action was taken.
- D. Mr. Smith made the motion to give Mr. Martin Lopez, the General Manager of the LRGPWWA, a rating of "excellent" on his evaluation and raise his salary to \$85,000 effective with the next pay period. Mr. McMullen seconded this motion and the motion passed with none opposed.

#### IX. New Business

- A. **Motion to Adopt Resolution #FY2016-09, closing on DWSRLF funds for the Valle Del Rio Project:** Projects Manager Karen Nichols gave a summary of the closing documents and explained that the Board would be making the motion to adopt the closing resolution today; however, the expected closing date would be February 26, 2016. Mr. McMullen made the motion to adopt this resolution. Mr. Smith seconded the motion and it passed with none opposed.
- B. **Motion to adopt Resolution #FY2016-10, Second Quarter Budget:** Mr. McMullen made the motion to adopt this resolution. Mr. Smith seconded the motion and the motion passed with none opposed.
- C. **Request for Transfer of Real Property on Bosque Farms Road:** : Mr. Adan Acero and his wife, Ms. Maria Acero, residents of Berino, requested the Transfer of Real Property on Bosque Farms Road. Martin Lopez provided photographs and a description of the property, which consists of a small concrete slab with a defunct well head. Mr. Martin Lopez told the Board that the well has been capped and is no longer in use. Mr. Acero requested the property be transferred to them and asked the Board for permission to fence the property. Mr. McMullen made the motion to allow Mr. Acero to fence the property and to allow LRGPWWA staff to research the necessary information needed for the property transfer. Ms. Boothe seconded the motion and it carried with none opposed. (This item followed Item IV on the agenda)
- D. **Motion to Authorize the GM to engage a lobbyist to assist with the passage of legislation to amend the LRGPWWA Statute:** Mr. Martin Lopez advised the Board that the LRGPWWA has never engaged a lobbyist to assist with the passage of legislation before. He described the proposed changes to the Statute filed under House Bill 151, and the letter that had been composed and sent to Governor Susana Martinez asking for her support with this Bill. He requested permission from the Board to engage a lobbyist. Ms. Boothe made the motion to authorize Mr. Martin Lopez to engage a lobbyist. Mr. McMullen seconded the motion and it passed with all in favor.
- E. **Motion to approve RFP Committee recommendation and select an engineering firm for the Valle Del Rio Project:** Projects Manager Karen Nichols informed the board that the proposal from Ideals was incomplete, lacking page 2 of the EPA form XP-215, and that Committee members unanimously agreed to reject the proposal from Ideals for failure to submit the required form. She informed the Board that the RFP Committee had unanimously voted to recommend Souder, Miller & Associates for the Valle Del Rio



Project. Mr. Smith then made the motion to approve the RFP Committee's recommendation and Ms. Boothe seconded the motion. The motion carried with none opposed.

**F. Motion to adopt proposed amendment to the LRGWWA Member Customer Service Policy:** Mr. Martin Lopez outlined the changes to the policy, which included changing the attachment numbers and the statement that payments of bills made by check would not be held; all checks will be deposited immediately. Mr. Smith made the motion to adopt the proposed amendment. Ms. Boothe seconded the motion and it carried with none opposed.

**G. Motion to adopt proposed amendment to the LRGWWA Schedule of Rates and Fees:** After reviewing the proposed amendment, Ms. Boothe made the motion to adopt the changes and Mr. Smith seconded the motion. The motion passed with all in favor.

**X. Other discussion and agenda items for next meeting, 9:30 A.M., February 17, 2016 at the East Mesa Office:**

**A.** Motion to approve the minutes of the November 18, 2015 Regular Board Meeting

**XI. Adjourn:** Mr. McMullen made the motion to adjourn. Ms. Boothe seconded the motion, and it carried unanimously. Mr. Holguin declared the meeting adjourned at 11:42 A.M.

**Minutes approved February 17, 2016**

ABSENT

Roberto Nieto, Chairman (District 5)

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John Holguin, Vice-Chairman (District 4)

\_\_\_\_\_  
Alma Boothe, Secretary (District 2)

ABSENT  
\_\_\_\_\_  
Raymundo Sanchez, Director (District 1)

ABSENT  
\_\_\_\_\_  
Carlos Tellez, Director (District 3)

\_\_\_\_\_  
Michael McMullen, Director (District 6)

\_\_\_\_\_  
Furman Smith, Director (District 7)

**LRGPWWA**  
**Manager's Report**  
**February 17, 2016**

- Valle Del Rio Water System Public Meeting was held on January 26<sup>th</sup> overall good reception by attendees
- USDA RD Vehicle Funding also closed on January 26<sup>th</sup>
- Mike, JJ, Karen and Liza attended a Water Loss training in Albuquerque on February 5<sup>th</sup>
- On-going Tyler Financial/Billing Program for all staff-billing to go live on March 1<sup>st</sup>
- Ramon, Jose attended Clay Valve training in Orange County, California on February 7<sup>th</sup>-9<sup>th</sup>
- Karen, Martin and John attended Colonias Day on February 16<sup>th</sup> in Santa Fe
- One Call training on February 18<sup>th</sup> in Las Cruces several field staff to attend
- Vado Historical Society is holding a Black History Month event on February 24<sup>th</sup> at the old Vado School at 325 Holguin Rd (LRGPWWA Board meeting site) from 4 to 6pm
- Citizen's Bank of Las Cruces will be hosting a breakfast for the LRGPWWA Board and Staff on February 25<sup>th</sup> at 7:30 am at the Mesquite Office

## **Lower Rio Grande PWWA**

### **Operations Report**

**February 17, 2014**

#### **System Problems and Repairs.**

- Backflow inspections are current.
- We removed 12 services and have 5 more on the schedule due to members losing their memberships.
- We will be installing radio read meters around the first of March and we will be scouring the main lines at Valle Del Rio.
- I have changed the Sea Quest from a powder to a liquid as the liquid has a higher concentration at Brazito district.
- Arroyo Well is running well in Mountain View.
- We had a few main line leaks in the South Valley
- We are assisting the finance department with organizing the new inventory warehouse in Brazito.
- I am in the process of developing our flushing program and thereafter I will continue with the valve exercising program.
- Operations have been issued 203 work orders for the month of December and 189 for the month of January.

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

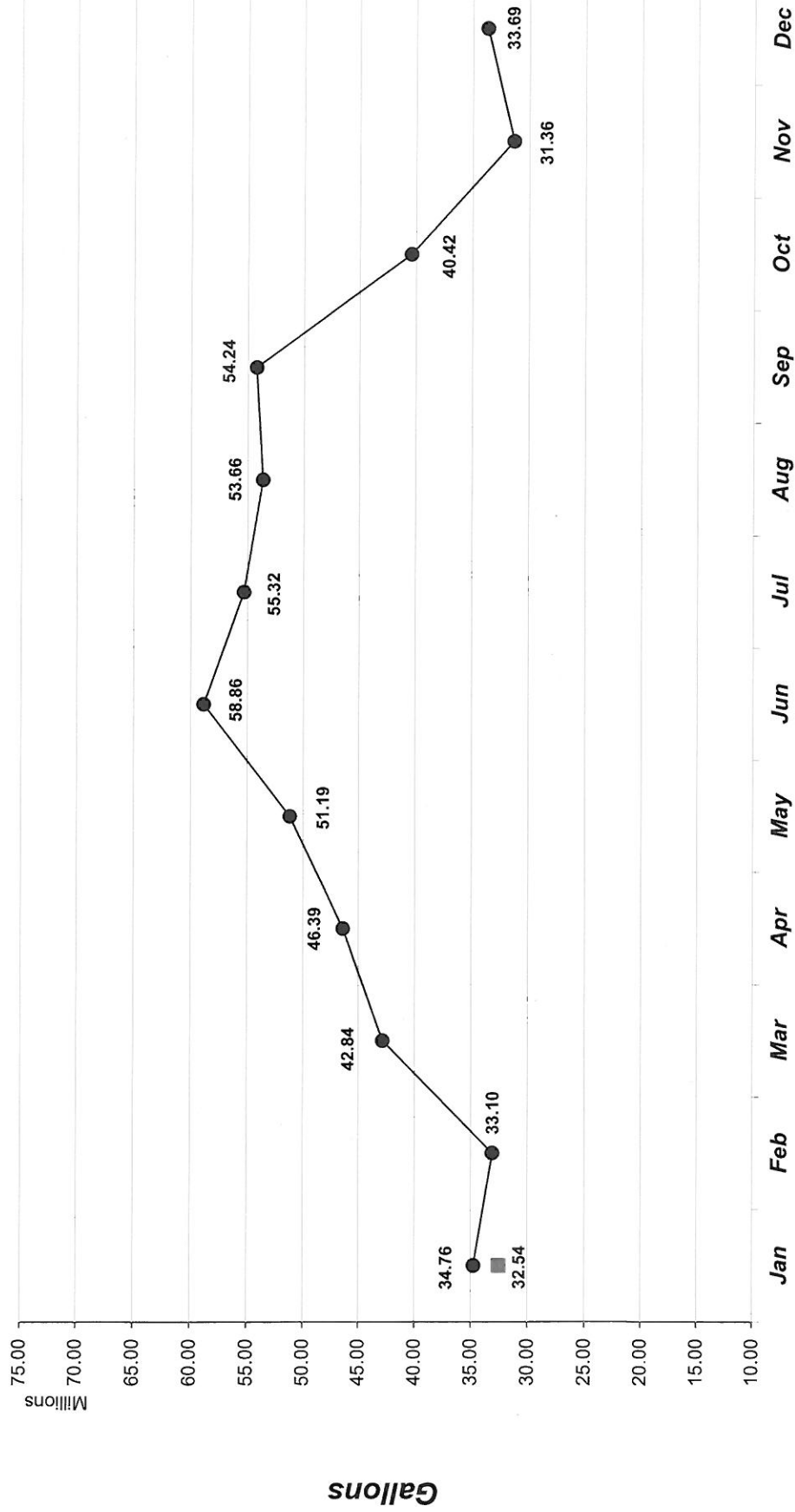
**Mesquite district Wetlands:** Demo continues

**Mesquite Sewer Report.** Due February 2016

**Chlorine:** No problems.

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

# Lower Rio Grande PWWA Water Production Report



● 2015 Production ■ 2016 Production

**LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY  
PROJECTS REPORT – 2/17/16 BOARD OF DIRECTORS MEETING**

**Authority Construction Projects:**

**LRG: 11-02.1 - Mesquite Wastewater Project – Gannett Fleming– CONSTRUCTION Stage complete – Layne Southwest - RD \$7,262,081, CITF \$1,670,257:** Remaining \$10k will be used along with RD Vehicle Purchase Project funds toward purchase of the 1-ton truck necessary to pull the sewer jetter/vac unit. Closing on RD Vehicle funds was 1/26/16.

**LRG-11-02.2 – Mesquite-Brazito Sewer Project – Bohannon Huston, Inc. – LOC Stage – NMFA PG/SAP funded Planning, \$30k 2014 SAP, \$540,608 2014 CITF (10% Loan), USDA-RD Loan \$357,000 @ 3.250%, Grant \$1,194,919, Colonias Grants of \$6,356,474 & \$119,407:** Project survey controls have been established for flight. Aerial flight has been completed, data processing initiated on orthophotography. Pipeline alignments being identified for surface and planimetric extraction based on new gravity routes.

**LRG-11-03 – Interconnect & Looping Project – see 12-01 Authority PER**

**LRG-11-04 – Berino/ Mesquite-Del Cerro Water System Project WTB #223 – Vencor – Construction Stage - Smithco – RD - \$5,420,147/WTB - \$4,371,630:**

**Berino/Bosque Area:** As of 02/02/16, Contractor has installed all of Additive Alternative #14, inclusive of the 12" bore at the intersection of Three Saints Road and Joy Drive. Contractor also installed 1,000 LF of 6", 500 LF of 8" and 400 LF of 12" PVCC900 waterlines within the Berino / Bosque Area. Contractor still lacking waterline markers on fire hydrants on DAC ROW. Waterlines installed to date in the Berino/Bosque areas have not been pressure tested and/or no Bac-t's have been taken.

**Mesquite Area:** Contractor addressed Pre-Substantial Completion Punch List items in the Mesquite area and is 100% complete. VENCOR Engineering will provide SmithCo an updated version of the document indicating completion.

**Del Cerro/Vado Area:** Contractor completed sampling station, originally programmed for Moro Lane, on Joy Drive next to the installed FH as requested by LRGPWVA. Contractor addressing Pre-Substantial Completion Punch List items in the Del Cerro/Vado area and is about 85% complete.

**Project Water Line Bores:** To date, Contractor has installed 7 of the 9 project waterline horizontal bores. Pending bores: BNSF / Berino and small 4" bore at 3522 Three Saints Road. Contractor was authorized to proceed with the small 4" bore on 1/27/16."

**Pending waterlines, bores, crossing installations, and 8" PRV:** BNSF-Berino bore, Kinder Morgan (KM)/EPNG crossings, Three Saints 4" residential bore crossing at 3522 Three Saints Road and 8" PRV on Berino Road.

**LRG-11-05 – Surface Water Treatment Plant WTB #252– Bohannon Huston - Design stage - \$750,000**

**WTB – 10% Loan 10% Match:** The final PER amendment has been submitted and was approved by NMED. Justification for a project funding extension and scope change to address the PER recommendations was submitted to the Water Trust Board (WTB), and was approved in December. A new engineering scope document is to be created for a new well with arsenic treatment, new tank and pipeline for review and approval by LRGPWVA. Scope to be delivered in February 2016.

**LRG-12-01 – Authority Water System Improvements PER 2013 – Vencor – Planning Stage - CDBG Planning Grant \$50,000, NMFA Planning Grant \$37,500 & \$12,500 Local Match:** PER is a complete, planning grants have both closed.

**Forty-Year Water Plan – CE&M – complete – needs update for new mergers:** pending NM-OSE comments/approval.

**LRG-13-02 – System-wide Information Technology Standardization - Software - \$175,000 NM STB – Tyler Technologies:** Ten requisitions have been submitted to NMED-CPB and nine paid. Change Order #2 to further reduce the scope of the data conversion is pending at Tyler. Project is behind schedule and training on the Utility module has been delayed to the week of February 8<sup>th</sup>. Training has been conducted on the utility billing module. Tyler staff has been on-site, and the Finance Manager's report will discuss their progress.

**LRG-15-01 – System-wide Information Technology Standardization - SCADA - \$130,000 NM STB – Molzen Corbin:** Initial site visits have been completed. Molzen Corbin (MC) has requested and been given record drawings and miscellaneous documentation. MC is in the process of scanning and converting this information into electronic format. MC is developing base plans and compiling technical specifications for each prioritized site. MC is coordinating with previous system integrator(s) to acquire additional information. Submitted a Capital Outlay Request for \$80k to complete all priorities for the water system SCADA.

**LRG-13-03 – Water System Purchase Project – RFP/Planning/Design Stage - \$1,197,708 DWSRLF funding - \$898,281 principal forgiveness – 299,427 loan repayment:** Closing is due to finalize on 2/26/16, closing on the sale is set for 2/29/16. Public meeting for Valle Del Rio customers held 1/26/16 at North Valley Elementary in San Miguel went very well. Final letter to VDR customers concerning the transfer of accounts to the LRGPWWA is being prepared. RFP documents were sent to NMED-CPB for approval, proposed contract from Souder, Miller & Associates is on today's agenda.

**LRG-13-01 – Brazito Water System Improvements – Souder, Miller & Associates. – Construction Phase - Western Building & Development - \$523,354 NM CITF Grant, \$58,150 Loan, \$58,150 Match Requirement, 2014 CITF \$157,986 (10% loan):** The contractor did not meet substantial and final completion due dates of 8/28/15 and 9/11/15 respectively. To date the project has not been completed and/or accepted. Western Building and Development did not meet the specifications for asphalt density and smoothness. The contractor was asked to remove and replace the defective asphalt. On November 10, 2015, SMA submitted an additional request for a plan of action for the completion of the project to the contractor. SMA met with county staff on 12/4/15 to discuss the specifications for addressing the issue by partially removing material from the one lane that was paved and replacing it with an overlay over both lanes. Meanwhile, the contractor directly contacted NMFA about payment prior to submitting an application for payment on 12/2/15 which included the pavement that does not meet specifications and has had their attorney send us a payment demand letter. Only about \$150 or so of the Pay App. is eligible for payment, there are density and bac-T reports pending that have not been submitted by the contractor, and the amount that can be approved is too little to process unless they submit the required reports. Contractor negotiated a third solution to remove and replace 2" of asphalt in the eastern lane which the county agreed to, but has so far failed to respond with a schedule for doing the work. We have asked our attorney to file a claim with the contractor's bonding company.

**LRG-14-01 – Waterline Extension Project (incl. Veterans Road) – Design/Build - \$882,430 CITF incl. 10% Loan – Parkhill, Smith & Cooper** January 2016 Progress: Received 6 of 7 Surveys, reviewed Survey in field. Laid out preliminary alignments compared to utilities and surveyed easements. Continued refining budget and updated permitting fees based on ROW information.

Planned Activities for February 2016: Complete designs to 80%, prepare NM DOT permit application, submit Environmental Clearance for Undertaking within NMDOT ROW, coordinate with Doña Ana County and EBID when preliminary alignment completed, make determination to include continuation of NM HWY 28 pipeline alignment to south current project limits, finalize land survey and geotechnical reports, begin Easement processing, reach out to affected land owners.

**Other projects:**

**Water Audit – BECC:** Final Draft should be in this week.

**USDA-RD Transfer & Assumption Application Packages:** Closing is complete, closing transcript has been distributed to former mutual domestic boards.

**USDA-RD Community Facilities Grant/Loan for Vehicle Purchase – LOC - \$46,600 Grant/\$103,400 Loan:** Closing was 1/26/16. Funds are now available.

**Infrastructure Capital Improvements Plan 2018-2022:** Authorization of public meetings for the upcoming ICIP will be on the March agenda.

**Documents Retention & Destruction** – Sorting of old association documents for storage or destruction is ongoing, and staff is implementing approved retention/destruction schedules for LRGPWWA documents.

**Website and Email** – Notices and Board Minutes pages are current. Other updates are ongoing.

**Training** –Liza and I attended AWWA Water Audit Training for large systems Part 1 on Feb. 5<sup>th</sup>. Will attend Part 2 in early March.

**Lower Rio Grande Water Users Organization** – Regional Water Plan meeting is set for 2/24/16 at Dona Ana County Commission Chambers 1:00 to 4:00 pm

**US-EPA Regionalization Case Study** – I received a draft and submitted edits on 2/2/15. Case study has not yet been published. I have followed up a few times, and it is still under review at EPA.

**EBID Surface Water Plant:** - EBID has submitted their response to NMED-DWB comments as they pertain to the LRGPWWA and to our Surface Water/Brackish Water Treatment Facility Project. EBID submitted their response.

**2016 Legislature:** Legislative Report is updated daily and posted on the Board's webpage. The Governor did not respond to our requests to declare our bill germane, and the regionalization bill died in a House committee. Submitted two Capital Outlay Requests, \$80k for SCADA and \$37,500 for rugged laptops or tablets to use with the new Work Order system. We will likely receive the SCADA grant. Attended Colonias Day 2/16/16.



**Capital Outlay Projects  
Chart by County**

**Legislative Council Service  
52nd Legislature, 2nd Session, 2016**

Project Title	Amount	City	Fund	Track
<b>County: Bern/Sando</b>				
1368 PASEO DEL VOLCAN ROW BERNALILLO & SANDOVAL COS	\$948,000		STB	
<b>Summary for Bern/Sando</b>		<b>\$948,000</b>		
<b>County: Bernalillo</b>				
1399 21ST CENTURY PUBLIC ACADEMY	\$83,750	Albuquerque PSD	STB	
6 2ND JUDICIAL DISTRICT COURT VIDEO CAMERAS	\$82,500	Albuquerque	STB	
829 4TH ST REPAIR LOS RANCHOS DE ALBUQUERQUE	\$250,000	Los Ranchos de Albuquerque	STB	
630 ADOBE ACRES ELEM SCHL TRACK AREAS	\$20,000	Albuquerque PSD	STB	
666 ALAMEDA ELEM SCHL SECURITY SYSTEMS	\$85,000	Albuquerque PSD	STB	
631 ALAMOSA ELEM SCHL TRACK AREAS	\$74,300	Albuquerque PSD	STB	
1459 ALB ALAMEDA LITTLE LEAGUE PARK IMPROVE	\$100,000	Albuquerque	STB	
1661 ALB ALAMEDA PARK IMPROVE & EQUIP	\$19,000	Albuquerque	STB	
1683 ALB ALAMOSA PARK FENCE	\$33,000	Albuquerque	STB	
962 ALB ALAMOSA SKATE PARK IMPROVE	\$75,000	Albuquerque	STB	
1039 ALB ALTERNATIVE RESPONSE STATION	\$35,000	Albuquerque	STB	
1682 ALB ALVARADO PARK SIGNAGE & ELECTRICAL	\$9,500	Albuquerque	STB	
1526 ALB BALDUINI PARK BATHRM	\$10,000	Albuquerque	STB	
1248 ALB BERN CO WUA CARNUEL WATER PRJT PH 2B	\$50,000	Carnuel	STB	
1632 ALB BERN CO WUA DON RESERVOIR PUMP STATION	\$10,000		STB	
1238 ALB BERN CO WUA WATER REUSE PLANT PLAN & DESIGN	\$30,000		STB	
836 ALB CITY COUNCIL DISTRICT 6 LIBRARY CONSTRUCT	\$295,000	Albuquerque	STB	
498 ALB CMTY BICYCLE RECYCLING PROGRAMS EQUIP	\$6,200	Albuquerque	STB	
1468 ALB DALE BELLAMAH PARK CONSTRUCT	\$120,000	Albuquerque	STB	
1699 ALB DUKE CITY BMX RACE TRACK SECURITY & INFO TECH	\$10,000	Albuquerque	STB	
1360 ALB EASTDALE LITTLE LEAGUE BASEBALL FIELDS IMPROVE	\$155,000	Albuquerque	STB	
791 ALB EXPLORA SCI CTR & CHILDREN'S MUS LEARNING CTR	\$452,000	Albuquerque	STB	
853 ALB FIRE DEPARTMENT AERIAL PLATFORM FIRE APPARATUS	\$127,500	Albuquerque	STB	
1076 ALB FOOD BANK WAREHOUSE EQUIP	\$62,500	Albuquerque	STB	
1495 ALB GUN VIOLENCE MEMORIAL	\$229,000	Albuquerque	STB	
755 ALB JUAN TABO HILLS PARK PHASE 1	\$90,000	Albuquerque	STB	
1645 ALB KIRTLAND DOG PARK IMPROVE	\$85,000	Albuquerque	STB	
1679 ALB LADERA MUNI GOLF COURSE DRIVING RANGE	\$50,000	Albuquerque	STB	
1362 ALB LOS ALTOS POOL & PARK RENOVATE	\$35,000	Albuquerque	STB	
761 ALB LOS GRIEGOS LIBRARY PARKING LOT	\$54,000	Albuquerque	STB	
1527 ALB LOW-INCOME COMMUNITY HEALTH FACILITY	\$30,000	Albuquerque	STB	
1363 ALB MCKINLEY COMMUNITY CTR EXPANSION	\$25,000	Albuquerque	STB	
1309 ALB NORTH DOMINGO BACA PARK AQUATICS FCTY	\$100,000	Albuquerque	STB	
1275 ALB NORTHWEST MESA LIBRARY CONSTRUCT	\$50,000	Albuquerque	STB	
1279 ALB NORTHWEST MULTIGENERATIONAL CENTER	\$25,000	Albuquerque	STB	
1439 ALB PARKS SECURITY	\$401,000	Albuquerque	STB	
1681 ALB PAT HURLEY PARK & CMTY CTR IMPROVE	\$145,000	Albuquerque	STB	
1373 ALB PETROGLYPH NATL MNMT OPEN SPACE PRJT LAND	\$115,000	Albuquerque	STB	
485 ALB PSD JROTC PROGRAM EQUIP	\$118,000	Albuquerque PSD	STB	
1263 ALB PSD JROTC VEHICLE	\$60,000	Albuquerque PSD	STB	
1012 ALB PSD NUSENDA CMTY STADIUM SPORTS HALL OF FAME	\$10,000	Albuquerque PSD	STB	
1064 ALB ROADRUNNER LITTLE LEAGUE BASEBALL FIELDS	\$165,000	Albuquerque	STB	
1456 ALB SIGN LANGUAGE ACADEMY CONSTRUCT	\$210,000	Albuquerque	STB	
1274 ALB TAYLOR RANCH LIBRARY HVAC & ROOF	\$25,000	Albuquerque	STB	
882 ALB TONY HILLERMAN LIBRARY PARKING LOT	\$54,000	Albuquerque	STB	
1001 ALB UPTOWN AREA PED & ROADS IMPROVE	\$25,000	Albuquerque	STB	

**Capital Outlay Projects  
Chart by County**

**Legislative Council Service  
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Project Title	Amount	City	Fund	Track
957 ALB VALLEY GARDENS PARK SHADE STRUCTURES IMPROVE	\$15,000	Albuquerque	STB	
1607 ALB VILLELLA PARK IMPROVE	\$5,000	Albuquerque	STB	
1310 ALB VISTA DEL NORTE PARK PHASE 3 IMPROVE	\$145,000	Albuquerque	STB	
958 ALB WESTGATE PARK IMPROVE	\$75,000	Albuquerque	STB	
1042 ALB ZIA LITTLE LEAGUE PARK IMPROVE	\$121,200	Albuquerque	STB	
649 ALBUQUERQUE HIGH SCHL PERFORMING ARTS FACILITIES	\$135,945	Albuquerque PSD	STB	
1523 ALICE KING COMMUNITY SCHOOL INFO TECH	\$60,000	Albuquerque PSD	STB	
1484 AMY BIEHL HIGH SCHL ASBESTOS ABATEMENT	\$22,000	Albuquerque	STB	
1487 AMY BIEHL HIGH SCHL ELEVATOR REPLACE	\$37,250	Albuquerque	STB	
1485 AMY BIEHL HIGH SCHL INFO TECH	\$35,000	Albuquerque	STB	
572 APACHE ELEM SCHL SECURITY SYSTEMS	\$21,500	Albuquerque PSD	STB	
694 APACHE ELEM SCHL SHADE STRUCTURES	\$20,000	Albuquerque PSD	STB	
574 ARROYO DEL OSO ELEM SCHL SECURITY SYSTEMS	\$84,000	Albuquerque PSD	STB	
575 ATRISCO ELEM SCHL SECURITY SYSTEMS	\$25,000	Albuquerque PSD	STB	
960 ATRISCO HERITAGE ACADEMY HIGH SCHL ACCESS ROAD	\$295,000	Albuquerque	STB	
695 ATRISCO HERITAGE HIGH SCHL SHADE STRUCTURES	\$40,000	Albuquerque PSD	STB	
1541 ATRISCO LAND GRANT FCLTY PURCHASE	\$70,000	Atrisco Land Grant	STB	
1693 AUTISM CENTER ALB PSD LANDSCAPING	\$25,500	Albuquerque PSD	STB	
576 BANDELIER ELEM SCHL SECURITY SYSTEMS	\$55,945	Albuquerque PSD	STB	
605 BEL-AIR ELEM SCHL LANDSCAPING	\$15,000	Albuquerque PSD	STB	
653 BELLEHAVEN ELEM SCHL PLAYGROUND IMPROVE	\$100,000	Albuquerque PSD	STB	
577 BELLEHAVEN ELEM SCHL SECURITY SYSTEMS	\$35,000	Albuquerque PSD	STB	
881 BERN CO ASIAN AMERICAN MONUMENT	\$155,005	Albuquerque	STB	
1509 BERN CO CIELO VISTA CIRCLE PARK CONSTRUCT	\$60,000		STB	
763 BERN CO COMMUNITY PANTRY TRUCKS	\$139,100	Albuquerque	STB	
764 BERN CO DEVELOPMENT CTR VEHICLES/EQUIP/INFO TECH	\$145,000	Albuquerque	STB	
1550 BERN CO FAMILY SVCS FACILITY/INFO TECH	\$100,000	Albuquerque	STB	
938 BERN CO FIRE DEPARTMENT FIRE ENGINE	\$500,000		STB	
1047 BERN CO LOW-INCOME WOMEN CTR INFO TECH IMPROVE	\$30,000	Albuquerque	STB	
10 BERN CO METRO COURT SURVEILLANCE SYS & EXPANSION	\$30,000	Albuquerque	STB	
1019 BERN CO METROPOLITAN COURT CONSTRUCT	\$497,500	Albuquerque	STB	
926 BERN CO NM CIVIL JUSTICE CTR PLAN/DESIGN	\$310,000	Albuquerque	STB	
1236 BERN CO NORTH VALLEY LITTLE LEAGUE SHADE STRUCT	\$95,000		STB	
1062 BERN CO PUBLIC SAFETY OFFICERS' MEMORIALS	\$345,000		STB	
959 BERN CO ROUTE 66 VISITOR CENTER CONSTRUCT	\$202,000	Albuquerque	STB	
906 BERN CO SHERIFF VEHICLES	\$877,500		STB	
1045 BERN CO TRANSITIONAL LIVING & RECOVERY CTR	\$370,000	Albuquerque	STB	
592 CARLOS REY ELEM SCHL BASKETBALL/TENNIS COURT AREAS	\$40,000	Albuquerque PSD	STB	
610 CEC&EARLY COLLEGE ACADEMY LIBRARIES & BOOKROOMS	\$25,000	Albuquerque PSD	STB	
1007 CESAR CHAVEZ COMMUNITY SCHL SECURITY	\$60,250	Albuquerque	STB	
1628 CHAMIZA ELEM SCHL SHADE STRUCTURES	\$100,000	Albuquerque PSD	STB	
578 CHAPARRAL ELEM SCHL SECURITY SYSTEMS	\$43,000	Albuquerque PSD	STB	
596 CHELWOOD ELEM SCHL BUILDING RENOVATE	\$10,000	Albuquerque PSD	STB	
611 CHELWOOD ELEM SCHL LIBRARIES & BOOKROOMS	\$20,000	Albuquerque PSD	STB	
1647 CHILILI LAND GRANT FIRE DEPARTMENT BUILDING	\$120,000	Chilili Land Grant	STB	
593 CIBOLA HIGH SCHL BASKETBALL/TENNIS COURT AREAS	\$55,000	Albuquerque PSD	STB	
765 CIEN AGUAS INTERNATIONAL SCHL INFO TECH	\$26,250	Albuquerque	STB	
621 CLEVELAND MID SCHL TRACK AREAS	\$100,000	Albuquerque PSD	STB	
579 COCHITI ELEM SCHL SECURITY SYSTEMS	\$47,000	Albuquerque PSD	STB	
708 COLLEGE & CAREER HIGH SCHL INFO TECH	\$6,250	Albuquerque PSD	STB	
696 COLLET PARK ELEM SCHL SHADE STRUCTURES	\$25,000	Albuquerque PSD	STB	

**Capital Outlay Projects  
Chart by County**

**Legislative Council Service  
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Project Title	Amount	City	Fund	Track
655 COMANCHE ELEM SCHL PLAYGROUND IMPROVE	\$50,000	Albuquerque PSD	STB	
1457 COTTONWOOD CLASSICAL PREP SCHL PH 1 MLTPRPS CTR	\$130,000	Albuquerque	STB	
13 CYFD CHILD WELLNESS CENTER FURNISH & EQUIP	\$500,000	Albuquerque	STB	
16 CYFD YDDC CAMINO NUEVO IMPROVEMENTS	\$280,000	Albuquerque	STB	
14 CYFD YDDC FACILITY RENOVATIONS	\$750,000	Albuquerque	STB	
15 CYFD YDDC RESIDENTIAL COTTAGE IMPROVEMENTS	\$190,000	Albuquerque	STB	
648 DEL NORTE HGH SCHL FINE ARTS FACILITIES	\$50,000	Albuquerque PSD	STB	
580 DENNIS CHAVEZ ELEM SCHL SECURITY SYSTEMS	\$78,000	Albuquerque PSD	STB	
697 DESERT RIDGE MID SCHL SHADE STRUCTURES	\$180,000	Albuquerque PSD	STB	
831 DIGITAL ARTS & TECHNOLOGY ACADEMY IMPROVE	\$40,000	Albuquerque PSD	STB	
539 DOLORES GONZALES ELEM SCHL MINI FIELDS	\$50,000	Albuquerque PSD	STB	
70 DOT DIST 3 S URBAN PATROL SALT DOME - SRF	\$450,000		SRF	
538 DURANES ELEM SCHL MINI FIELDS	\$93,000	Albuquerque PSD	STB	
1261 EAST MOUNTAIN HIGH SCHL BUS PURCHASE	\$120,000	Albuquerque PSD	STB	
1152 EAST MOUNTAIN HIGH SCHL INFO TECH	\$25,000	Albuquerque PSD	STB	
1169 EAST MOUNTAIN HIGH SCHOOL HVAC SYSTEM	\$20,000	Albuquerque PSD	STB	
581 EAST SAN JOSE ELEM SCHL SECURITY SYSTEMS	\$20,000	Albuquerque PSD	STB	
582 EDMUND G. ROSS ELEM SCHL SECURITY SYSTEMS	\$83,000	Albuquerque PSD	STB	
583 EISENHOWER MID SCHL SECURITY SYSTEMS	\$97,000	Albuquerque PSD	STB	
1684 EL CAMINO REAL ACADEMY ALB PSD IMPROVE	\$45,000	Albuquerque PSD	STB	
584 ELDORADO HIGH SCHL SECURITY SYSTEMS	\$41,000	Albuquerque PSD	STB	
657 EMERSON ELEM SCHL PLAYGROUND IMPROVE	\$230,000	Albuquerque PSD	STB	
585 EMERSON ELEM SCHL SECURITY SYSTEMS	\$85,000	Albuquerque PSD	STB	
594 ERNIE PYLE MID SCHL BASKETBALL/TENNIS COURT AREAS	\$35,000	Albuquerque PSD	STB	
1000 ERNIE PYLE MID SCHL SECURITY	\$25,000	Albuquerque PSD	STB	
599 EUBANK ELEM SCHL FINE ARTS FACILITIES	\$25,000	Albuquerque PSD	STB	
586 EUBANK ELEM SCHL SECURITY SYSTEMS	\$60,000	Albuquerque PSD	STB	
587 EUGENE FIELD ELEM SCHL SECURITY SYSTEMS	\$33,000	Albuquerque PSD	STB	
669 FREEDOM HIGH SCHL SECURITY SYSTEMS	\$15,000	Albuquerque PSD	STB	
595 GARFIELD MID SCHL BASKETBALL/TENNIS COURT AREAS	\$32,000	Albuquerque PSD	STB	
600 GEORGE I. SANCHEZ CMTY SCHL FINE ARTS FCLTY	\$20,000	Albuquerque PSD	STB	
658 GEORGIA O'KEEFFE ELEM SCHL PLAYGROUND IMPROVE	\$30,000	Albuquerque PSD	STB	
1004 GILBERT L. SENA CHARTER HIGH SCHL SECURITY	\$87,500	Albuquerque	STB	
698 GOVERNOR BENT ELEM SCHL SHADE STRUCTURES	\$75,000	Albuquerque PSD	STB	
670 GRANT MID SCHL SECURITY SYSTEMS	\$57,000	Albuquerque PSD	STB	
874 GREENWICH RD IMPROVE SW VALLEY	\$27,000		STB	
612 GRIEGOS ELEM SCHL LIBRARIES & BOOKROOMS	\$45,000	Albuquerque PSD	STB	
699 GRIEGOS ELEM SCHL SHADE STRUCTURES	\$75,000	Albuquerque PSD	STB	
659 H. HUMPHREY ELEM SCHL PLAYGROUND IMPROVE	\$20,000	Albuquerque PSD	STB	
673 H. HUMPHREY ELEM SCHL SECURITY SYSTEMS	\$90,000	Albuquerque PSD	STB	
613 HARRISON MID SCHL LIBRARIES & BOOKROOMS	\$25,000	Albuquerque PSD	STB	
622 HAYES MID SCHL TRACK AREAS	\$65,945	Albuquerque PSD	STB	
700 HELEN CORDERO ELEM SCHL SHADE STRUCTURES	\$75,000	Albuquerque PSD	STB	
671 HIGHLAND HIGH SCHL SECURITY SYSTEMS	\$77,945	Albuquerque PSD	STB	
499 HOOPER RD SW IMPROVE-BERN CO	\$77,500		STB	
672 HOOVER MID SCHL SECURITY SYSTEMS	\$75,000	Albuquerque PSD	STB	
909 INDIAN PUEBLO CULTURAL CTR PARKING LOT IMPROVE	\$276,000	Albuquerque	STB	
660 INEZ ELEM SCHL PLAYGROUND IMPROVE	\$65,000	Albuquerque PSD	STB	
674 JACKSON MID SCHL SECURITY SYSTEMS	\$20,000	Albuquerque PSD	STB	
1629 JAMES MONROE MID SCHL LIBRARIES	\$75,000	Albuquerque PSD	STB	
623 JAMES MONROE MID SCHL TRACK AREAS	\$125,000	Albuquerque PSD	STB	

**Capital Outlay Projects  
Chart by County**

**Legislative Council Service  
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<b>Project Title</b>	<b>Amount</b>	<b>City</b>	<b>Fund</b>	<b>Track</b>
675 JEFFERSON MID SCHL SECURITY SYSTEMS	\$60,945	Albuquerque PSD	STB	
606 JIMMY CARTER MID SCHL LANDSCAPING	\$118,800	Albuquerque PSD	STB	
676 JOHN ADAMS MID SCHL SECURITY SYSTEMS	\$79,000	Albuquerque PSD	STB	
614 KENNEDY MID SCHL LIBRARIES & BOOKROOMS	\$38,000	Albuquerque PSD	STB	
677 KENNEDY MID SCHL SECURITY SYSTEMS	\$120,800	Albuquerque PSD	STB	
678 KIRTLAND ELEM SCHL SECURITY SYSTEMS	\$40,945	Albuquerque PSD	STB	
1454 LA ACADEMIA DE ESPERANZA IMPROVE	\$15,000	Albuquerque PSD	STB	
607 LA MESA ELEM SCHL LANDSCAPING	\$68,000	Albuquerque PSD	STB	
1400 LA PROMESA EARLY LEARNING CTR CONSTRUCT	\$60,000	Albuquerque	STB	
1372 LADERA DR NW CONSTRUCT GAVIN/COORS	\$518,000	Albuquerque	STB	
639 LEW WALLACE ELEM SCHL TABLES & BENCHES	\$30,000	Albuquerque PSD	STB	
615 LONGFELLOW ELEM SCHL LIBRARIES & BOOKROOMS	\$32,000	Albuquerque PSD	STB	
679 LOS PADILLAS ELEM SCHL SECURITY SYSTEMS	\$30,000	Albuquerque PSD	STB	
830 LOS RANCHOS DE ALB AGRI-NATURE CTR BLDG & GROUNDS	\$140,000	Los Ranchos de Albuq	STB	
661 LOS RANCHOS ELEM SCHL PLAYGROUND IMPROVE	\$40,000	Albuquerque PSD	STB	
680 LOS RANCHOS ELEM SCHL SECURITY SYSTEMS	\$10,000	Albuquerque PSD	STB	
701 LOWELL ELEM SCHL SHADE STRUCTURES	\$10,000	Albuquerque PSD	STB	
1626 LYNDON B. JOHNSON MID SCHL LIBRARIES	\$75,000	Albuquerque PSD	STB	
625 MADISON MID SCHL TRACK AREAS	\$45,000	Albuquerque PSD	STB	
601 MANZANO HIGH SCHL FINE ARTS FACILITIES	\$40,000	Albuquerque PSD	STB	
651 MANZANO HIGH SCHL PERFORMING ARTS FACILITIES	\$70,000	Albuquerque PSD	STB	
589 MANZANO MESA ELEM SCHL MINI FIELDS	\$35,000	Albuquerque PSD	STB	
645 MARK TWAIN ELEM SCHL PARKING LOT IMPROVE	\$55,945	Albuquerque PSD	STB	
633 MARY ANN BINFORD ELEM SCHL TRACK AREAS	\$85,000	Albuquerque PSD	STB	
608 MCKINLEY MID SCHL LANDSCAPING	\$40,000	Albuquerque PSD	STB	
889 MEDIA ARTS COLLABORATIVE CHARTER SCHL BLDG	\$60,000	Albuquerque	STB	
766 MEDIA ARTS COLLABORATIVE CHARTER SCHL INFO TECH	\$76,250	Albuquerque	STB	
1483 MISSION ACHIEVEMENT & SUCCESS CHARTER INFO TECH	\$45,000	Albuquerque	STB	
1481 MISSION ACHIEVEMENT & SUCCESS CHARTER SCHL LIBRARY	\$50,000	Albuquerque	STB	
702 MISSION AVENUE ELEM SCHL SHADE STRUCTURES	\$20,000	Albuquerque PSD	STB	
703 MITCHELL ELEM SCHL SHADE STRUCTURES	\$30,000	Albuquerque PSD	STB	
681 MONTE VISTA ELEM SCHL SECURITY SYSTEMS	\$60,945	Albuquerque PSD	STB	
991 MONTESSORI ELEM SCHL BUS PURCHASE	\$72,500	Albuquerque	STB	
616 MONTEZUMA ELEM SCHL LIBRARIES & BOOKROOMS	\$10,000	Albuquerque PSD	STB	
1347 MORNINGSIDE DR NE/AVENIDA DEL SOL NE IMPROVE	\$5,000	Albuquerque	STB	
762 MOUNTAIN MAHOGANY COMMUNITY SCHL INFO TECH	\$19,000	Albuquerque	STB	
682 MOUNTAIN VIEW ELEM SCHL SECURITY SYSTEMS	\$28,000	Albuquerque PSD	STB	
759 NATIONAL HISPANIC CULTURAL CTR ANNEX & SITE	\$639,500	Albuquerque	STB	
704 NAVAJO ELEM SCHL SHADE STRUCTURES	\$10,000	Albuquerque PSD	STB	
609 NEW FUTURES HIGH SCHL LANDSCAPING	\$20,000	Albuquerque PSD	STB	
883 NM MUSEUM OF NATURAL HISTORY & SCIENCE IMPROVE	\$277,500	Albuquerque	STB	
46 NM STATE FAIR ELECTRICAL IMPROVE & POWER UPGRADES	\$1,500,000	Albuquerque	STB	
705 NORTHSTAR ELEM SCHL SHADE STRUCTURES	\$86,000	Albuquerque PSD	STB	
1455 NUESTROS VALORES CHARTER SCHL IMPROVE	\$60,000	Albuquerque PSD	STB	
662 ONATE ELEM SCHL PLAYGROUND IMPROVE	\$45,000	Albuquerque PSD	STB	
683 OSUNA ELEM SCHL SECURITY SYSTEMS	\$118,000	Albuquerque PSD	STB	
663 PAINTED SKY ELEM SCHL PLAYGROUND IMPROVE	\$75,000	Albuquerque PSD	STB	
634 PAJARITO ELEM SCHL TRACK AREAS	\$40,000	Albuquerque PSD	STB	
1276 PARADISE BLVD/LA PAZ DR TRAFFIC SIGNAL	\$150,000	Albuquerque	STB	
709 PETROGLYPH ELEM SCHL INFO TECH	\$20,000	Albuquerque PSD	STB	
684 POLK MID SCHL SECURITY SYSTEMS	\$20,000	Albuquerque PSD	STB	

**Capital Outlay Projects  
Chart by County**

**Legislative Council Service  
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Project Title	Amount	City	Fund	Track
1258 QUAIL RUN RD/QUAIL RUN CT/COVEY CT IMPROVE BERN CO	\$100,000		STB	
635 REGINALD CHAVEZ ELEM SCHL TRACK AREAS	\$34,000	Albuquerque PSD	STB	
1479 RIO GRANDE BLVD BIKE LANES - ALB	\$80,500	Albuquerque	STB	
1451 ROBERT F. KENNEDY HIGH SCHL INFO TECH	\$126,000	Albuquerque PSD	STB	
640 ROOSEVELT MID SCHL TABLES & BENCHES	\$50,000	Albuquerque PSD	STB	
636 RUDOLFO ANAYA ELEM SCHL TRACK AREAS	\$70,000	Albuquerque PSD	STB	
1671 SAHQ CONSTRUCT & EQUIP	\$21,250	Albuquerque	STB	
617 SAN ANTONITO ELEM SCHL LIBRARIES & BOOKROOMS	\$29,000	Albuquerque PSD	STB	
1345 SAN PEDRO DR LIGHTS/IMPROVE LOMAS/I-40	\$15,000	Albuquerque	STB	
590 SANDIA BASE ELEM SCHL MINI FIELDS	\$10,000	Albuquerque PSD	STB	
602 SANDIA HIGH SCHL FINE ARTS FACILITIES	\$66,000	Albuquerque PSD	STB	
642 SCHOOL ON WHEELS GROUNDS RENOVATE	\$25,000	Albuquerque PSD	STB	
647 SEVEN-BAR ELEM SCHL PARKING LOT IMPROVE	\$25,000	Albuquerque PSD	STB	
1633 SIERRA VISTA ELEM SCHL SHADE STRUCTURES	\$100,000	Albuquerque PSD	STB	
637 SIERRA VISTA ELEM SCHL TRACK AREAS	\$69,600	Albuquerque PSD	STB	
706 SOMBRA DEL MONTE ELEM SCHL SHADE STRUCTURES	\$20,000	Albuquerque PSD	STB	
1046 SOUTH VALLEY ACADEMY CHARTER SCHL ALB SOLAR PANEL	\$46,250	Albuquerque PSD	STB	
1493 SOUTH VALLEY COMMONS INFRASTRUCTURE/UTILITIES	\$380,000	Albuquerque	STB	
1061 SOUTH VALLEY GYM/BOXING/WRESTLING FACILITY	\$143,500		STB	
1420 SOUTH VALLEY MEDIA INFO TECH & EQUIP BERN CO	\$5,000		STB	
1060 SOUTH VALLEY POOL & AQUATICS FCLTY PHASE 1 IMPROVE	\$400,000		STB	
1486 SOUTH VALLEY PREPARATORY SCHL CONSTRUCT	\$85,000	Albuquerque	STB	
500 SUNSET RD SW IMPROVE-BERN CO	\$300,000		STB	
686 TAFT MID SCHL SECURITY SYSTEMS	\$45,000	Albuquerque PSD	STB	
626 TAYLOR MID SCHL TRACK AREAS	\$145,000	Albuquerque PSD	STB	
1492 TECHNOLOGY LEADERSHIP HIGH SCHL EQUIP & FURNISH	\$75,000	Albuquerque	STB	
873 TIERRA ADENTRO CHARTER SCHL INFO TECH	\$96,000	Albuquerque	STB	
1631 TIERRA ANTIGUA ELEM SCHL PARKING LOTS	\$17,000	Albuquerque PSD	STB	
707 TIERRA ANTIGUA ELEM SCHL SHADE STRUCTURES	\$83,600	Albuquerque PSD	STB	
1677 TO'HAJIILEE CHP SKATEBOARD & REC PARK	\$75,000	To'hajiilee Chapter	STB	
627 TONY HILLERMAN MID SCHL TRACK AREAS	\$150,000	Albuquerque PSD	STB	
1725 TRUMAN MID SCHL LIBRARIES & BOOKROOMS	\$50,000	Albuquerque PSD	STB	
687 TRUMAN MID SCHL SECURITY SYSTEMS	\$25,000	Albuquerque PSD	STB	
1594 UNM ATHLETIC TRAINING ROOM EQUIP	\$100,000	Albuquerque	STB	
1583 UNM BASEBALL FACILITY IMPROVE	\$175,000	Albuquerque	STB	
1630 UNM BASKETBALL FCLTY COMM IMPROVE	\$531,000	Albuquerque	STB	
1728 UNM CHARLIE MORRISEY RESEARCH HALL	\$85,000	Albuquerque	STB	
1496 UNM CRAIG ROBERTSON SOCCER COMPLEX EQUIP	\$100,000	Albuquerque	STB	
1537 UNM ECONOMIC DVLP MLTPRPS EVENTS CTR	\$210,000	Albuquerque	STB	
1573 UNM FOOTBALL & SOCCER STADIUM	\$345,000	Albuquerque	STB	
1751 UNM HEALTH PROFESSIONALS PIPELINE PURCHASE	\$70,500	Albuquerque	STB	
1480 UNM LGBTQ RESOURCE CENTER	\$100,000	Albuquerque	STB	
1043 UNM LINGUISTICS LAB	\$135,000	Albuquerque	STB	
1491 UNM MANUFACTURING ENGINEERING PROGRAM DICER	\$88,000	Albuquerque	STB	
1147 UNM NORTH GOLF COURSE OPEN SPACE IMPROVEMENTS	\$320,000	Albuquerque	STB	
1477 UNM POPEJOY HALL IMPROVE	\$405,400	Albuquerque	STB	
1701 UNM RUGBY EQUIPMENT	\$40,000	Albuquerque	STB	
1010 UNM SAFETY LIGHTING	\$120,000	Albuquerque	STB	
1405 UNM SCHOOL OF LAW IMPROVE	\$135,000	Albuquerque	STB	
1638 UNM STADIUM IMPROVE & SOUND SYSTEM	\$30,000	Albuquerque	STB	
1669 UNM STADIUM LIGHTS	\$40,000	Albuquerque	STB	

**Capital Outlay Projects  
Chart by County**

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Project Title	Amount	City	Fund	Track
688 VALLE VISTA ELEM SCHL SECURITY SYSTEMS	\$86,000	Albuquerque PSD	STB	
652 VALLEY HIGH SCHL PERFORMING ARTS FACILITIES	\$95,000	Albuquerque PSD	STB	
603 VAN BUREN MID SCHL GYM	\$112,000	Albuquerque PSD	STB	
689 VENTANA RANCH ELEM SCHL SECURITY SYSTEMS	\$82,400	Albuquerque PSD	STB	
1627 VENTANA RANCH ELEM SCHL SHADE STRUCTURES	\$75,000	Albuquerque PSD	STB	
230 VILLAGE OF TIJERAS SENIOR CENTER-CONSTRUCT	\$30,000	Tijeras	STB	
643 VOLCANO VISTA HIGH SCHL GROUNDS RENOVATE	\$47,800	Albuquerque PSD	STB	
618 WASHINGTON MID SCHL LIBRARIES & BOOKROOMS	\$13,000	Albuquerque PSD	STB	
961 WEST CENTRAL AVE IMPROVE - ALB	\$70,000	Albuquerque	STB	
628 WEST MESA HIGH SCHL TRACK AREAS	\$194,000	Albuquerque PSD	STB	
879 WHEELS MUSEUM BUILDING IMPROVE	\$75,000	Albuquerque	STB	
591 WHERRY ELEM SCHL MINI FIELDS	\$55,945	Albuquerque PSD	STB	
691 WHITTIER ELEM SCHL SECURITY SYSTEMS	\$50,945	Albuquerque PSD	STB	
692 WILSON MID SCHL SECURITY SYSTEMS	\$49,000	Albuquerque PSD	STB	
619 ZIA ELEM SCHL LIBRARIES & BOOKROOMS	\$55,945	Albuquerque PSD	STB	
665 ZUNI ELEM SCL PLAYGROUND IMPROVE	\$115,000	Albuquerque PSD	STB	
<b>Summary for Bernalillo</b>		<b>\$28,179,100</b>		
<b>County: Catron</b>				
900 CATRON CO COURTHOUSE IMPROVE	\$150,000	Reserve	STB	
<b>Summary for Catron</b>		<b>\$150,000</b>		
<b>County: Chaves</b>				
1212 CHAVES CO DISTRICT 8 VOL FIRE DEPT PARKING LOT	\$25,000		STB	
1205 CHAVES CO SIERRA VOL FIRE STN BARRIER FENCE	\$30,000		STB	
1194 CHAVES CO SOLID WASTE CONVENIENCE CTRS COMPACTOR	\$90,910		STB	
1216 DEXTER WATER SUPPLY LINE IMPROVE	\$295,000	Dexter	STB	
35 DPS ROSWELL STATE POLICE OFFICE IMPROVE	\$1,500,000	Roswell	STB	
1233 ENMU-ROSWELL PHYSICAL PLANT DEPT TRUCKS PRCHS	\$30,000	Roswell	STB	
1237 ENMU-ROSWELL PHYSICAL PLANT SKID LOADER	\$42,840	Roswell	STB	
1222 HAGERMAN BASKETBALL COURT	\$75,000	Hagerman	STB	
1221 HAGERMAN RAILROAD WATER CROSSING	\$49,500	Hagerman	STB	
1187 HOBSON RD IMPROVE MENOMINEE/US 285 - CHAVES CO	\$167,428		STB	
1727 NMMI STOOPS/WALKWAYS HAGERMAN & SAUNDERS BARRAC	\$220,000	Roswell	STB	
1223 ROSWELL AIR CENTER REPAIRS	\$488,822	Roswell	STB	
1225 ROSWELL CITY HALL ANNEX BLDG	\$105,000	Roswell	STB	
1227 ROSWELL FIRE STATIONS ROOFS & INFRASTRUCTURE	\$195,000	Roswell	STB	
1224 ROSWELL ROADS IMPROVE	\$300,000	Roswell	STB	
1226 ROSWELL SOUTH PARK CEMETERY ROADS IMPROVE	\$150,000	Roswell	STB	
<b>Summary for Chaves</b>		<b>\$3,764,500</b>		
<b>County: Cibola</b>				
1206 ACOMA PUEBLO INFO TECH AND TELECOMMUNICATIONS	\$20,000	Acoma Pueblo	STB	
1204 ACOMA PUEBLO WASTEWATER TREATMENT FCLTY	\$235,000	Acoma Pueblo	STB	
1092 CIBOLA CO GOVERNMENT Cmplx	\$225,000	Grants	STB	
1095 GRANTS GEORGE HANOSH BRIDGE CONSTRUCT	\$221,000	Grants	STB	
1215 LAGUNA PUEBLO SAFETY DEPT ROOF REPLACE	\$225,000	Laguna Pueblo	STB	
1029 MILAN MIRABAL PK MLTPRPS FLOOD CONTROL FCLTY	\$80,000	Milan	STB	
1549 RAMAH CHP PUMPER UNIT VEHICLE	\$60,000	Ramah Chapter	STB	
786 RAMAH CHP SOLID WASTE TRANSFER STATION	\$165,000	Ramah Chapter	STB	
<b>Summary for Cibola</b>		<b>\$1,231,000</b>		

**Capital Outlay Projects  
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Project Title	Amount	City	Fund	Track
<b>County: Colfax</b>				
730 ANGEL FIRE WATER STORAGE TANKS	\$190,000	Angel Fire	STB	
18 CYFD REINTEGRATION CENTER IMPROVEMENTS	\$85,000	Eagle Nest	STB	
723 EAGLE NEST ENCHANTED CIRCLE GATEWAY MUSEUM	\$85,000	Eagle Nest	STB	
729 MAXWELL WATER STORAGE TANK INSTALL	\$20,000	Maxwell	STB	
75 MCMC ALZHEIMER'S UNIT COURTYARD -MTF	\$250,000		MTF	
73 MCMC CARDIAC MONITORING SYSTEM - MTF	\$750,000		MTF	
74 MCMC LONG-TERM CARE FCLTY ELEC/MECH SYS - MTF	\$1,000,000		MTF	
548 RATON STREETS IMPROVE	\$150,000	Raton	STB	
742 RATON WATER TREATMENT FACILITY RENOVATION	\$50,000	Raton	STB	
472 SCCCSHD CIMARRON HEALTH CLINIC CONSTRUCT/EQUIP	\$24,000	Cimarron	STB	
726 SPRINGER VETERANS MEMORIAL PARK RENOVATE	\$5,000	Springer	STB	
728 SPRINGER WASTEWATER TREATMENT PLANT	\$20,000	Springer	STB	
718 VIETNAM VETERANS MEMORIAL STATE PARK	\$224,341		STB	
<b>Summary for Colfax</b>	<b>\$2,853,341</b>			
<b>County: Curry</b>				
932 7TH ST PHASE 1A IMPROVE - CLOVIS	\$285,000	Clovis	STB	
1020 CLOVIS BUSINESS ENTERPRISE CENTER IMPROVE	\$60,000	Clovis	STB	
570 CLOVIS FOOD BANK FREEZER/COOLER FOUNDATION REPAIR	\$70,000	Clovis	STB	
935 CLOVIS MUNICIPAL AIRPORT ROAD IMPROVE	\$135,000	Clovis	STB	
1358 CLOVIS RAILROAD DISTRICT ATSF LOCOMOTIVE IMPROVE	\$40,000	Clovis	STB	
930 CLOVIS VETERAN PARK	\$50,000	Clovis	STB	
936 CLOVIS ZOO ANIMALS AND INFRASTRUCTURE	\$20,000	Clovis	STB	
1369 CURRY CO BROADVIEW FIRE STATION PHASE 1	\$200,000	Broadview	STB	
931 CURRY CO RD I - CLOVIS	\$200,000	Clovis	STB	
846 CURRY CO ROADS 4/10/D/V	\$250,000		STB	
<b>Summary for Curry</b>	<b>\$1,310,000</b>			
<b>County: De Baca</b>				
870 DE BACA CO ROADS CONSTRUCT	\$150,000	Fort Sumner	STB	
884 FORT SUMNER BOSQUE REDONDO MEMORIAL IMPROVE	\$50,000	Fort Sumner	STB	
<b>Summary for De Baca</b>	<b>\$200,000</b>			
<b>County: Dona Ana</b>				
1333 3RD JUDICIAL DISTRICT COURT BUILDING ROOF	\$78,500		STB	
1512 ANTHONY FIRE STATION 2 RENOVATE DONA ANA CO	\$50,000	Anthony	STB	
1066 ANTHONY PARK/FARMERS' MARKET/RECREATION CENTER	\$180,000	Anthony	STB	
1065 ANTHONY SIDEWALKS & ROADS IMPROVE	\$200,000	Anthony	STB	
1073 ANTHONY SOLID WASTE TRUCKS	\$80,000	Anthony	STB	
1517 BAYLOR CANYON RD CORRIDOR STUDY DONA ANA CO	\$50,000		STB	
1500 BERINO AREA ROADS & DRAINAGE IMPROVE	\$175,000	Berino	STB	
999 CAMINO REAL REG UTIL AUTH LIFT STATIONS	\$200,000		STB	
1515 CHAPARRAL DOLORES WRIGHT SKATE PARK DONA ANA CO	\$125,000	Chaparral	STB	
1413 CHAPARRAL WASTEWATER SYS PH 1C DONA ANA CO	\$300,000	Chaparral	STB	
1534 CHAROLAIS DR IMPROVE - DONA ANA CO	\$50,000	Las Cruces	STB	
17 CYFD J PAUL TAYLOR CTR HVAC REPLACEMENT	\$400,000	Las Cruces	STB	
1504 DONA ANA CO DEL CERRO PARK IMPROVE	\$100,000		STB	
1377 DONA ANA CO FIRE TRAINING EQUIP	\$135,000	Las Cruces	STB	
1434 DONA ANA CO INTRNATL JETPORT RUNWAY 10-28 IMPROVE	\$255,000		STB	
1334 DONA ANA CO MESQUITE PARK IMPROVE	\$190,000	Mesquite	STB	

**Capital Outlay Projects  
Chart by County**

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Project Title	Amount	City	Fund	Track
1379 DONA ANA CO RADIUM SPRINGS FIRE STATION 8 IMPROVE	\$400,000	Las Cruces	STB	
1804 DONA ANA CO ROAD SIDEWALKS - LA UNION	\$12,765		STB	
1510 DONA ANA CO SHERIFF SUBSTATION CHAPARRAL	\$25,000	Chaparral	STB	
1375 DONA ANA CO SHERIFF'S DEPT CRIME DATA ANALYSIS SYS	\$100,000	Las Cruces	STB	
1502 DONA ANA CO SHERIFF'S SUBSTATION ANTHONY	\$80,000	Anthony	STB	
1382 DONA ANA CO SOUTHERN NM FAIRGROUNDS IMPROVE	\$235,000		STB	
792 FORT SELDEN HISTORIC SITE	\$50,000	Radium Springs	STB	
1797 HARRELSON ST ROW & RD IMPROVE LAS CRUCES	\$300,000	Las Cruces	STB	
1514 HATCH METER READING SYS	\$275,500	Hatch	STB	
1511 HATCH PUBLIC WORKS EQUIP	\$40,000	Hatch	STB	
834 LA UNION MDS & WA EQUIPMENT	\$75,000	La Union	STB	
832 LA UNION MDS & WA WATER SYS IMPROVE	\$75,000	La Union	STB	
1331 LAS CRUCES AMADOR HOTEL HAZARDOUS MATERIAL ABATE	\$100,000	Las Cruces	STB	
1730 LAS CRUCES AVE IMPROVE CAMPOS/TORNILLO	\$75,000	Las Cruces	STB	
1414 LAS CRUCES BEHAVIORAL HEALTH PROGRAM INFO TECH	\$280,735	Las Cruces	STB	
1758 LAS CRUCES EAST MESA PUBLIC SAFETY COMPLEX EQUIP	\$50,000	Las Cruces	STB	
1098 LAS CRUCES FIRE DEPARTMENT EQUIP	\$250,000	Las Cruces	STB	
1096 LAS CRUCES FIRE STATION KITCHEN IMPROVE	\$20,000	Las Cruces	STB	
1731 LAS CRUCES KLEIN PARK IMPROVE	\$100,000	Las Cruces	STB	
1090 LAS CRUCES ROW/ROADS/FLOOD CONTROL	\$766,000	Las Cruces	STB	
1088 LAS CRUCES SENIOR CENTERS IMPROVE	\$80,000	Las Cruces	STB	
1089 LAS CRUCES SEPTIC SYSTEMS REPLACE	\$540,000	Las Cruces	STB	
1097 LAS CRUCES THOMAS BRANIGAN MEMORIAL LIBRARY EQUIP	\$40,000	Las Cruces	STB	
1091 LAS CRUCES TRAFFIC SYS NETWORK IMPROVE	\$100,000	Las Cruces	STB	
1336 LOWER RIO GRANDE PWWA INFO TECH	\$37,500		STB	
1337 LOWER RIO GRANDE PWWA SCADA INFO TECH	\$90,000		STB	
470 MESILLA MCDOWELL RD WASTEWATER SYS CONSTRUCT	\$150,000	Mesilla	STB	
467 MESILLA RD IMPROVE MESILLA	\$100,000	Mesilla	STB	
1575 NMSU WEIGHT TRAINING FACILITY SPRINKLER SYSTEM	\$100,000	Las Cruces	STB	
1780 PICACHO HILLS AREA IMPROVE	\$77,500	Las Cruces	STB	
1807 SANTA TERESA AIRPORT FIRE STATION	\$1,100,000	Santa Teresa	FPGF	
11 SANTA TERESA BORDER AUTH BLDG AND SITE IMPROVE	\$500,000	Santa Teresa	STB	
12 SANTA TERESA PORT OF ENTRY VISITOR CTR	\$250,000	Santa Teresa	STB	
1432 SUNLAND PARK FIRE TRUCKS & POLICE VEHICLES	\$170,000	Sunland Park	STB	
1431 SUNLAND PARK STREET LIGHTING	\$31,000	Sunland Park	STB	
1426 SUNLAND PARK STREETS & DRAINAGE IMPROVE	\$205,000	Sunland Park	STB	
1330 TAYLOR-BARELA-REYNOLDS-MESILLA SITE IMPROVE	\$25,000	Mesilla	STB	
1329 TORTUGAS SIDEWALKS/CURBS/GUTTERS DONA ANA CO	\$200,000	Tortugas	STB	
465 UNIVERSITY AVE MULTIMODAL PATH CONSTRUCT MESILLA	\$75,000	Mesilla	STB	
1266 UNIVERSITY AVE PEDESTRIAN CROSSWALK SYS	\$260,000	Las Cruces	STB	
1508 VADO SAL SI PUEDES CORRIDOR STUDY	\$125,000	Vado	STB	

**Summary for Dona Ana**

**\$10,134,500**

**County: Eddy**

1111 ARTESIA GUADALUPE PARK IMPROVE	\$192,500	Artesia	STB	
1278 ARTESIA PSD SCHOOLS FIRE ALARM SYS	\$300,000	Artesia PSD	STB	
1100 ARTESIA WATER TOWER	\$360,000	Artesia	STB	
1117 CARLSBAD HALAGUENO ARTS PARK PHASE 3	\$10,000	Carlsbad	STB	
1112 CARLSBAD HISTORIC CAVERN THEATER RENOVATE	\$250,000	Carlsbad	STB	
1130 CARLSBAD INTERMEDIATE SCHL INFO TECH	\$50,000	Carlsbad MSD	STB	
1142 CARLSBAD IRRIGATION DIST DUMP TRUCK	\$75,000	Carlsbad	STB	



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Project Title	Amount	City	Fund	Track
1120 CARLSBAD MENTAL HEALTH FCLTY CONSTRUCT	\$485,000	Carlsbad	STB	
1138 LOVING ELEM SCHL FOOD SERVICE AREA	\$200,000	Loving MSD	STB	
1124 LOVING SEWER COLLECTION SYS IMPROVE	\$90,000	Loving	STB	
1810 OIL CONSERVATION DISTRICT OFFICE ARTESIA	\$1,000,000	Artesia	STB	
1116 TEXAS ST PHASE 1 IMPROVE - CARLSBAD	\$100,000	Carlsbad	STB	
<b>Summary for Eddy</b>	<b>\$3,112,500</b>			
<b>County: Grant</b>				
1587 BAYARD RECREATION IMPROVEMENTS	\$100,000	Bayard	STB	
989 COBRE CSD ACTIVITY BUS PRCHS EQUIP	\$150,000	Cobre CSD	STB	
994 COBRE CSD ELEM SCHL ENTRANCE SECURITY IMPROVE	\$45,000	Cobre CSD	STB	
968 GRANT CO DRUG REHAB FCLTY CONSTRUCT	\$186,000		STB	
992 GRANT CO GILA RGNL MED CTR X-RAY MACHINE	\$125,000	Silver City	STB	
970 GRANT CO ROAD DEPARTMENT CHIP SPREADER	\$100,000		STB	
984 HURLEY COMMUNITY CENTER IMPROVE	\$75,000	Hurley	STB	
983 HURLEY WATER SYSTEM IMPROVE	\$100,000	Hurley	STB	
974 SILVER CITY SIDEWALKS	\$125,000	Silver City	STB	
978 SOUTHWEST SWA ROLL-OFF BINS GRANT CO	\$25,000		STB	
1488 WNMU EMERGENCY TELEPHONE POLES	\$195,000	Silver City	STB	
1489 WNMU W 12TH ST PROPERTY ACQUIRE	\$85,000	Silver City	STB	
<b>Summary for Grant</b>	<b>\$1,311,000</b>			
<b>County: Guadalupe</b>				
1769 4TH JUDICIAL DISTRICT FURNITURE	\$8,000	Santa Rosa	STB	
1770 4TH JUDICIAL DISTRICT SANTA ROSA SECURITY SYS	\$8,000	Santa Rosa	STB	
1764 ACEQUIA DE ANTON CHICO IMPROVE	\$10,000		STB	
816 GUADALUPE CO SHERIFF'S OFFICE VEHICLES	\$34,000		STB	
1280 GUADALUPE CO THEATER RENOVATE	\$185,000	Santa Rosa	STB	
1283 HOLLYWOOD RANCH DWUA EQUIP	\$8,000	Santa Rosa	STB	
1565 SANGRE DE CRISTO REGIONAL MDWC & MSWA WATER SYS	\$10,000	Anton Chico	STB	
1566 SANTA ROSA CSD CAREER TECH EDUCATION CTR	\$35,000	Santa Rosa CSD	STB	
1340 SANTA ROSA ILFELD WAREHOUSE RENOVATE	\$120,000	Santa Rosa	STB	
1765 VAUGHN MSD BUS	\$27,000	Vaughn MSD	STB	
741 VAUGHN SOLID WASTE PICKUP VEHICLE	\$24,000	Vaughn	STB	
<b>Summary for Guadalupe</b>	<b>\$469,000</b>			
<b>County: Harding</b>				
745 MOSQUERO ROADS IMPROVE	\$20,000	Mosquero	STB	
1354 ROY WATER SYS IMPROVE	\$20,000	Roy	STB	
<b>Summary for Harding</b>	<b>\$40,000</b>			
<b>County: Hidalgo</b>				
872 5TH STREET IMPROVEMENTS LORDSBURG	\$200,000	Lordsburg	STB	
869 LORDSBURG POLICE VEHICLES	\$100,000	Lordsburg	STB	
871 LORDSBURG WATER SYSTEM IMPROVE	\$125,000	Lordsburg	STB	
<b>Summary for Hidalgo</b>	<b>\$425,000</b>			
<b>County: Lea</b>				
1149 EUNICE ANIMAL SHELTER	\$150,000	Eunice	STB	
1146 EUNICE MAINSTREET IMPROVE	\$60,000	Eunice	STB	
1154 HOBBS AEROBIC DIGESTION BASINS	\$100,000	Hobbs	STB	

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1151 HOBBS EFFLUENT REUSE SYS IMPROVE	\$100,000	Hobbs	STB	
1153 HOBBS SEWER LINES/MANHOLES IMPROVE	\$431,000	Hobbs	STB	
1156 HOBBS WASTEWATER RECLAMATION FCLTY IMPROVE	\$100,000	Hobbs	STB	
1159 JAL LITTLE LEAGUE BASEBALL COMPLEX	\$185,000	Jal	STB	
1143 LEA CO JUDICIAL COMPLEX LOVINGTON	\$60,000	Lovington	STB	
1145 LEA CO REGIONAL AIRPORT TERMINAL RENOVATE	\$420,000	Hobbs	STB	
1166 LOVINGTON EVIDENCE STORAGE FCLTY/IMPOUND LOT	\$150,000	Lovington	STB	
1168 LOVINGTON MSD HEALTH CLINIC	\$100,000	Lovington MSD	STB	
1164 LOVINGTON RADIO-READ WATER METERS INSTALL	\$220,000	Lovington	STB	
1367 NMJC ALLIED HEALTH NURSING PROGRAM EQUIP	\$140,000	Hobbs	STB	
1179 NOR-LEA SPECIAL HOSPITAL DIST THERAPY POOL	\$145,000	Lovington	STB	
1753 TATUM REPAIRS	\$20,000	Tatum	STB	

**Summary for Lea**

**\$2,381,000**

**County: Lincoln**

1191 CAPITAN DEPOT MUSEUM IMPROVE	\$25,000	Capitan	STB	
1110 CAPITAN SCADA WATER SYS INSTALL	\$25,000	Capitan	STB	
1109 CAPITAN STREETS RSURF	\$104,000	Capitan	STB	
1133 CARRIZOZO TRUCK/TRAILER PRCHS & EQUIP	\$120,000	Carrizozo	STB	
1017 CORONA PSD VEHICLE	\$30,000	Corona PSD	STB	
1155 CORONA RED CLOUD WELL REPAIR	\$10,000	Corona	STB	
1157 CORONA WELLS IMPROVE	\$60,000	Corona	STB	
1099 LINCOLN CO BLDG RUIDOSO HEATING/COOLING EQUIP	\$60,000	Ruidoso	STB	
1177 LINCOLN CO GREENTREE SWA RECYCLING BALERS PRCHS	\$20,000	Ruidoso Downs	STB	
1180 LINCOLN CO GREENTREE SWA TRANSFER TRAILER	\$50,000	Ruidoso Downs	STB	
1167 RUIDOSO CONVENTION CENTER IMPROVE	\$154,200	Ruidoso	STB	
1173 RUIDOSO DOWNS HUBBARD MUSEUM IMPROVE	\$230,000	Ruidoso Downs	STB	
1170 RUIDOSO FIRE MITIGATION	\$70,000	Ruidoso	STB	
1172 RUIDOSO RECREATIONAL FCLTY CONSTRUCT	\$100,000	Ruidoso	STB	
1189 SUN VALLEY WSD RESIDENTIAL WATER METERS	\$25,000		STB	

**Summary for Lincoln**

**\$1,083,200**

**County: Luna**

528 CEDAR ST CONNECTION DEVELOP DEMING	\$185,000	Deming	STB	
1409 DEMING ROADS IMPROVE	\$250,000	Deming	STB	
462 FLORIDA ST MULTIUSE PATH CONSTRUCT DEMING	\$150,000	Deming	STB	
1419 FORT SILL APACHE RESERVATION MONUMENTS	\$131,000		STB	
463 LUNA CO ANNEX CONSTRUCT EQUIP	\$150,000	Deming	STB	

**Summary for Luna**

**\$866,000**

**County: McKinley**

1696 BAAHAALI CHP ROAD CONSTRUCT	\$90,000	Baahaali Chapter	STB	
1697 BAAHAALI CHP WATER WELL	\$30,000	Baahaali Chapter	STB	
835 CARBON COAL ROAD IMPROVE MCKINLEY CO	\$66,000	Gamerco	STB	
1688 CHICHILTAH CHP BATHROOM ADDITIONS	\$90,000	Chichiltah Chapter	STB	
1636 CHICHILTAH CHP WASTEWATER LAGOON SYS	\$150,000	Chichiltah Chapter	STB	
1801 COYOTE CANYON CHP REHAB CTR RENOVATE	\$85,000	Coyote Canyon Chapte	STB	
1013 GALLUP INDIAN HILLS PK POWER & LIGHTING IMPROVE	\$50,000	Gallup	STB	
770 GALLUP POLICE VEHICLES	\$285,000	Gallup	STB	
929 GALLUP SKATE BOARD PARK CONSTRUCT	\$195,000	Gallup	STB	
1752 GALLUP WRESTLING MAT	\$10,000	Gallup	STB	

**Capital Outlay Projects  
Chart by County**

**Legislative Council Service  
52nd Legislature, 2nd Session, 2016**

Project Title	Amount	City	Fund	Track
848 LITTLE WATER CHP POWER LINE EXTEND	\$90,000	Little Water Chapter	STB	
1692 MANUELITO CHP ADMINISTRATIVE SERVICE CTR	\$65,000	Manuelito Chapter	STB	
1016 MARIANO LAKE CHP MLTPRPS BLDG REN ADD	\$120,000	Mariano Lake Chapter	STB	
849 MCKINLEY CO BRIDGES IMPROVE	\$85,000		STB	
1754 MCKINLEY CO INLAND PORT	\$40,000		STB	
1635 MCKINLEY CO ROAD 16 CONSTRUCT	\$70,000	Church Rock Chapter	STB	
1530 MCKINLEY CO THOREAU MULTIPURPOSE DEVELOPMENT	\$20,000	Thoreau	STB	
1022 MCKINLEY SWCD VEHICLE	\$10,000	Gallup	STB	
1521 NAVAJO TECH UNIV MOBILE HOME UNITS	\$90,000	Crownpoint	STB	
1746 NORTHWEST NM COUNCIL OF GOVERNMENTS BLDG PRCHS	\$90,000	Gallup	STB	
1784 OLD CHURCH ROCK MINE RD CROSSINGS	\$100,000	Pinedale Chapter	STB	
1557 PUEBLO PINTADO CHP POWER LINE EXTEND	\$25,000	Pueblo Pintado Chapt	STB	
899 RED LAKE CHP UTILITY LINES IMPROVE	\$50,000	Red Lake Chapter	STB	
939 RED ROCK CHP SENIOR CENTER CONSTRUCT	\$75,000	Red Rock Chapter	STB	
1719 SHONDEEN DRIVE IMPROVE - ROCK SPRINGS CHP	\$120,000	Rock Springs Chapter	STB	
1748 SWEETWATER/BURNT CORN RDS ROUNDABOUT IYANBITO CH	\$50,000	Iyanbito Chapter	STB	
852 THOREAU CHP VETERANS SERVICE CENTER CONSTRUCT	\$210,000	Thoreau Chapter	STB	
1533 TOHATCHI CHP POWERLINE EXTENSIONS	\$50,000	Tohatchi Chapter	STB	
813 TOHATCHI CHP RED WILLOW FARM WATER WELL & SYS	\$200,000	Tohatchi Chapter	STB	
1690 TSA-YA-TOH CHP POWERLINE EXTENSION & WIRING	\$110,000	Tsa-Ya-Toh Chapter	STB	
1052 TSE'II'AH I CHP TRUCK & TRANSPORT TRAILER	\$70,000	Tse'ii'ahi Chapter	STB	
1686 TWIN LAKES CHP WAREHOUSE CONSTRUCT	\$50,000	Twin Lakes Chapter	STB	
1750 WHITEHORSE LAKE CHP POWER LINE EXTENSIONS	\$50,000	Whitehorse Lake Chapt	STB	
783 ZUNI PUEBLO BACKUP GENERATOR	\$190,000	Zuni Pueblo	STB	
785 ZUNI PUEBLO WWATER TREATMENT CELL	\$80,000	Zuni Pueblo	STB	
<b>Summary for McKinley</b>				
	<b>\$3,161,000</b>			
<b>County: Mora</b>				
1618 ACEQUIA DEL ALTO AL NORTE IMPROVE	\$10,000	Mora	STB	
858 AGUA PURA MDWC & MSWA WATER SYS IMPROVE MORA CO	\$50,000	Chacon	STB	
1609 MORA CO AMBULANCE PURCHASE	\$50,000	Mora	STB	
1621 MORA CO SHERIFF'S DEPARTMENT VEHICLES	\$25,000		STB	
1286 MORA CO SNOW REMOVAL VEHICLE	\$100,000		STB	
1783 MORA COMMUNITY THEATER	\$45,000	Mora	STB	
751 WAGON MOUND SENIOR CENTER CONSTRUCT	\$118,500	Wagon Mound	STB	
<b>Summary for Mora</b>				
	<b>\$398,500</b>			
<b>County: Multiple Co</b>				
768 1ST JUDICIAL DISTRICT COURT DOCKET DISPLAY SYSTEM	\$67,200		STB	
714 ARCH HURLEY CONSERVANCY DISTRICT EQUIPMENT	\$80,000		STB	
25 CTSRRC LOCOMOTIVE AND BOILER UPGRADES & REHAB	\$300,000		STB	
26 CTSRRC TRACK REHABILITATION	\$315,000		STB	
58 GFD OFFICES NW AREA & ROSWELL AREA - GPF	\$7,000,000		GPF	
1403 HED MESA PGM INFO TECH	\$25,000		STB	
903 ISLETA PUEBLO TRASH TRUCKS	\$265,000	Isleta Pueblo	STB	
1602 LOS ALAMOS CO FIBER PATHWAY	\$275,000		STB	
891 NORTH CENTRAL RTD BUSES	\$93,000		STB	
1520 OJO ENCINO CHP EAGLE SPRING POWERLINE	\$40,000	Ojo Encino Chapter	STB	
1554 TORREON-STAR LAKE CHP ARTS & CRAFTS FCLTY	\$75,000	Torreon-Star Lake Cha	STB	
<b>Summary for Multiple Co</b>				
	<b>\$8,535,200</b>			

**Capital Outlay Projects  
Chart by County**

**Legislative Council Service  
52nd Legislature, 2nd Session, 2016**

Project Title	Amount	City	Fund	Track
<b>County: Otero</b>				
1294 ALAMOGORDO FAMILY REC CTR LOCKER ROOMS	\$245,000	Alamogordo	STB	
1296 ALAMOGORDO GRIGGS FIELD DETENTION BASIN	\$589,000	Alamogordo	STB	
1293 ALAMOGORDO POLICE DEPT VEHICLES	\$200,000	Alamogordo	STB	
1304 CLOUDCROFT MUSEUM FENCE	\$25,600	Cloudcroft	STB	
1305 CLOUDCROFT MUSEUM TACK BARN	\$35,000	Cloudcroft	STB	
1299 CLOUDCROFT WATER TREATMENT/RECYCLING FACILITY	\$582,000	Cloudcroft	STB	
1501 MESCALERO APACHE TRIBE SANITATION COLLECTION TRUCK	\$130,000		STB	
1499 MESCALERO APACHE TRIBE SEPTIC TRUCK	\$90,000		STB	
1311 NM MUSEUM OF SPACE HISTORY RESTROOMS	\$175,000	Alamogordo	STB	
1289 OTERO CO CHAPARRAL COMMUNITY CTR KITCHEN	\$94,600	Chaparral	STB	
1319 TIMBERON WSD DUMP TRUCK	\$100,000	Timberon	STB	
1322 TIMBERON WSD GOLF COURSE GREENS MOWER	\$30,000	Timberon	STB	
1260 TULAROSA ANIMAL SHELTER IMPROVE	\$75,000	Tularosa	STB	
1762 TULAROSA COMMUNITY DITCH ASSOCIATION PIPELINE	\$150,000	Tularosa	STB	
<b>Summary for Otero</b>	<b>\$2,521,200</b>			
<b>County: Quay</b>				
746 MCC INFO TECH	\$105,000	Tucumcari	STB	
565 QUAY CO DISTRICT ATTORNEY OFFICE RENOVATE	\$150,000	Tucumcari	STB	
545 TUCUMCARI WATER & SEWER LINES REPLACE	\$181,000	Tucumcari	STB	
<b>Summary for Quay</b>	<b>\$436,000</b>			
<b>County: Rio Arriba</b>				
1267 ACEQUIA DE ATRAS DE LA PLAZA IMPROVE	\$37,000	Espanola	STB	
795 ACEQUIA DE OJO SARCO EROSION STRUCTURES	\$35,000	Ojo Sarco	STB	
794 ACEQUIA DE OJO SARCO PHASE 1 RIO ARRIBA CO	\$35,000	Ojo Sarco	STB	
1577 ALCALDE CEMETERY RIO ARRIBA CO	\$40,000	Alcalde	STB	
716 ALCALDE MDWC & MSWA WELL PUMP HOUSE & TRTMNT SYS	\$50,000	Alcalde	STB	
717 ANCONES MDW & WWCA WATER SYS	\$150,000	La Madera	STB	
1435 CANJILON MDWC & MSWA IMPROVE	\$100,000	Canjilon	STB	
940 CHAMA WATER TREATMENT POD	\$106,000	Chama	STB	
1572 CHIMAYO/HERNANDEZ CMTY CTRS KITCHENS RIO ARRIBA CO	\$100,000		STB	
71 DOT DIST 5 GALLINA PATROL BLDG - SRF	\$1,500,000		SRF	
1394 DULCE FIRE DEPT BREATHING APPARATUS	\$32,035	Dulce	STB	
1423 DULCE FIRE DEPT EQUIP JICARILLA APACHE NATION	\$30,805	Dulce	STB	
777 EAST RIO ARRIBA SWCD STORAGE BUILDING CONSTRUCT	\$45,000	Hernandez	STB	
1057 ESPANOLA SPORTSPLEX IMPROVE	\$82,000	Espanola	STB	
1196 JICARILLA APACHE COMMUNICATIONS TOWER	\$105,000		STB	
773 OHKAY OWINGEH FIRE DEPARTMENT RENOVATE	\$160,000	Ohkay Owingeh	STB	
944 RIO ARRIBA CO ABIQUIU VFD CISTERN MEDANALES	\$86,000	Medanales	STB	
1396 RIO ARRIBA CO DAV CHP 22 VEHICLE	\$16,000	Espanola	STB	
1559 RIO ARRIBA CO DETENTION CTR REN EXPAND	\$100,000	Tierra Amarilla	STB	
1561 RIO ARRIBA CO RURAL EVENTS CTR REN & EXPAND	\$235,000	Abiquiu	STB	
1436 SALAZAR COMMUNITY DITCH WATER METERING DEVICE	\$30,000	Hernandez	STB	
1437 SAN JOAQUIN DEL RIO DE CHAMA LAND GRANT STORAGE	\$15,000	Capulin	STB	
774 SANTA CLARA PUEBLO REGIONAL HEALTH CENTER	\$125,000	Santa Clara Pueblo	STB	
715 VALLECITOS MDWCA WATER SYSTEM	\$50,000	Vallecitos	STB	
<b>Summary for Rio Arriba</b>	<b>\$3,264,840</b>			
<b>County: Roosevelt</b>				

**Capital Outlay Projects  
Chart by County**

**Legislative Council Service  
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Project Title	Amount	City	Fund	Track
1365 DORA CSD BLEACHERS	\$50,000	Dora CSD	STB	
1366 DORA CSD BUS PURCHASE	\$50,000	Dora CSD	STB	
754 ELIDA MSD BUS PURCHASE	\$54,000	Elida MSD	STB	
753 ELIDA SERVICE CONNECTIONS/FIRE HYDRANTS/METERS	\$50,000	Elida	STB	
1543 ENMU STADIUM CONSTRUCT	\$256,000	Portales	STB	
921 ENMU STUDENT INSTRUCTIONAL LABS INFO TECH	\$135,000	Portales	STB	
839 FLOYD MSD LIGHTING	\$50,000	Floyd MSD	STB	
544 PORTALES FIRE & WATER SYS IMPROVE	\$170,000	Portales	STB	
541 PORTALES LOADER PRCHS	\$100,000	Portales	STB	
1350 ROOSEVELT CO SHERIFF'S OFFICE VEHICLES	\$60,000		STB	
1359 ROOSEVELT CO SPECIAL HOSPITAL DISTRICT EXPANSION	\$120,000	Roosevelt Co Spec Ho	STB	

**Summary for Roosevelt**

**\$1,095,000**

**County: San Juan**

896 BLOOMFIELD ALTERNATE WATER SUPPLY DIVERSION	\$222,000	Bloomfield	STB	
1755 CRYSTAL CHP CHAPTER HOUSE PARKING LOT IMPROVE	\$50,000	Crystal Chapter	STB	
998 FARMINGTON VILLA VIEW DETENTION PONDS FCLTY	\$550,000	Farmington	STB	
1085 FLORA VISTA MDWA WWATER SYS	\$3,000,000		STB	
1548 HUERFANO CHP WATER LINE CONSTRUCT BISTI AREA	\$40,000	Huerfano Chapter	STB	
1059 NAGEEZI CHP ELECTRIC POWER LINE EXTENSION	\$90,000	Nageezi Chapter	STB	
1371 NAVAJO DAM DWC & MSWC DIGITAL WATER METERS	\$10,000		STB	
946 NEWCOMB CHP VETERANS' MEMORIAL PARK	\$25,000	Newcomb Chapter	STB	
842 SAN JUAN CHP SAN JUAN RIVER BRIDGE	\$200,000	Fruitland	STB	
527 SAN JUAN DINEH WATER USERS TRUCK & TRAILER	\$114,759	Shiprock	STB	
1756 SANOSTEE CHP CHAPTER HOUSE IMPROVE	\$25,000	Sanostee Chapter	STB	
1722 SHIPROCK CHP STREET & TRAFFIC LIGHTS	\$200,000	Shiprock Chapter	STB	
1391 SHIPROCK CHP WWATER SYSTEM & EXTENSION	\$100,000	Shiprock Chapter	STB	
513 TOOH HALTSOOI CHP MLTPRPS BLDG CONSTRUCT	\$150,000	Tooh Haltsooi Chapter	STB	
1710 TSE'DAA'KAAN CHP POWER LINE EXTEND CONNECT	\$75,000	Tse'Daa'Kaan Chapter	STB	
521 TWO GREY HILLS CHP VETERANS' MEMORIAL PARK	\$96,000	Two Grey Hills Chapter	STB	
1389 UPPER FRUITLAND CHP SENIOR CTR	\$124,000	Upper Fruitland Chapte	STB	

**Summary for San Juan**

**\$5,071,759**

**County: San Miguel**

1297 ACEQUIA MADRE DE LAS VEGAS IMPROVE	\$30,000		STB	
778 CHAPELLE MDCA WATER SYSTEM IMPROVE	\$45,000	Serafina	STB	
779 EL CRESTON MDWCA WATER SYSTEM IMPROVE	\$65,000	Las Vegas	STB	
780 EL VALLE WATER ALLIANCE WATER SYSTEM IMPROVE	\$50,000	San Miguel	STB	
1038 LAS VEGAS CITY PSD BUS PURCHASE	\$30,000	Las Vegas City PSD	STB	
1041 LAS VEGAS CITY PSD VEHICLES PURCHASE	\$45,000	Las Vegas City PSD	STB	
1778 LAS VEGAS FIRE STATION MUSEUM	\$20,000	Las Vegas	STB	
1282 LAS VEGAS POLICE DEPT FIRING RANGE FCTY	\$10,000	Las Vegas	STB	
868 LAS VEGAS POLICE VEHICLES	\$108,000	Las Vegas	STB	
937 LCC VEHICLES	\$45,000	Las Vegas	STB	
29 NMBHI IMPROVE/NEW MEADOWS PHASE 3	\$5,000,000	Las Vegas	STB	
732 NMHU ATHLETICS DEPARTMENT	\$111,000	Las Vegas	STB	
1667 NORTHSIDE ACEQUIA MADRE DE VILLANUEVA IMPROVE	\$6,000	Villanueva	STB	
969 PECOS MID & HIGH SCHLS WINDOWS	\$50,000	Pecos ISD	STB	
1063 PECOS SEWER LINE CONSTRUCT	\$98,000	Pecos	STB	
1781 PENDARIES VILLAGE LANE/CR A34 IMPROVE	\$5,000		STB	
1040 ROBERTSON HIGH SCHL BAND INSTRUMENTS	\$5,000	Las Vegas City PSD	STB	

**Capital Outlay Projects  
Chart by County**

**Legislative Council Service  
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Project Title	Amount	City	Fund	Track
865 SAN MIGUEL CO DETENTION CTR KITCHEN/LAUNDRY/SHOWE	\$10,000	Las Vegas	STB	
857 SAN MIGUEL CO FAIRGROUNDS EXHIBIT HALL	\$15,000		STB	
866 SAN MIGUEL CO MAINTENANCE OPERATIONS VEHICLE	\$35,000	Las Vegas	STB	
864 SAN MIGUEL CO ROADS & BRIDGES IMPROVE	\$160,000	Las Vegas	STB	
1603 SAN MIGUEL CO SEPTIC RECYCLING FCLTY	\$30,000		STB	
860 SAN MIGUEL CO SHERIFF'S DEPARTMENT VEHICLES	\$20,000	Las Vegas	STB	
744 WEST LAS VEGAS PSD HEAD START INFO TECH	\$35,278	West Las Vegas PSD	STB	
1623 WEST LAS VEGAS PSD SECURITY SYSTEMS	\$30,000	West Las Vegas PSD	STB	
1624 WEST LAS VEGAS PSD SPECIAL OLYMPICS PROGRAM BUS	\$55,000	West Las Vegas PSD	STB	

**Summary for San Miguel**

**\$6,113,278**

**County: Sandoval**

1494 ASK ACADEMY CHARTER SCHL REN & IMPROVE	\$40,000	Rio Rancho	STB	
956 BERNALILLO ECONOMIC DEVELOPMENT CAMPUS	\$159,990	Bernalillo	STB	
1654 BERNALILLO PSD INDIAN EDUCATION RESOURCE CTR	\$30,000	Bernalillo PSD	STB	
1660 BERNALILLO SPORTS FACILITIES	\$40,000	Bernalillo	STB	
888 BERNALILLO WELL 2 ARSENIC TREATMENT SYS	\$100,000	Bernalillo	STB	
1202 COCHITI PUEBLO CULTURAL & LANGUAGE FCLTIES	\$125,000	Cochiti Pueblo	STB	
826 CORONADO HISTORIC SITE RUINS FOOTPRINT	\$70,000	Bernalillo	STB	
1655 CORONADO SWCD RESERVOIRS IMPROVE	\$50,000	Coronado SWCD	STB	
1505 CORRALES BUILDINGS AND SEPTIC SYS	\$125,000	Corrales	STB	
1402 CORRALES FIRE STATION KITCHEN	\$167,000	Corrales	STB	
1659 CORRALES MUNICIPAL FACILITIES	\$75,000	Corrales	STB	
1503 CORRALES VEHICLES PRCHS	\$145,000	Corrales	STB	
1449 CUBA WATER SYSTEM IMPROVE	\$70,000	Cuba	STB	
1580 EAST SANDOVAL ACEQUIA JEMEZ RIVER BASIN IMPROVE	\$10,000	Jemez Springs	STB	
1416 INDEPENDENCE HIGH SCHL MAIN ENTRY	\$70,000	Rio Rancho PSD	STB	
1558 JEMEZ PUEBLO ADOBE PRODUCTION BLDG CONSTRUCT	\$150,000	Jemez Pueblo	STB	
1213 JEMEZ PUEBLO WATER METERS	\$100,000	Jemez Pueblo	STB	
1442 JEMEZ SPRINGS HEATING SYSTEM	\$25,000	Jemez Springs	STB	
1446 LA JARA MDWC & MSA WATER SYSTEM IMPROVE	\$100,000	La Jara	STB	
951 LINCOLN AVE ROW & CONSTRUCT - RIO RANCHO	\$565,000	Rio Rancho	STB	
1107 PASEO DEL VOLCAN RIGHTS OF WAY SANDOVAL CO	\$580,000		STB	
1657 PLACITAS WATER SYSTEM IMPROVE	\$125,000	Placitas	STB	
1656 PLACITAS WATER WELL & TANKS	\$100,000	Placitas	STB	
1658 RIO RANCHO CIBOLA SPORTS COMPLEX RENOVATE	\$50,000	Rio Rancho	STB	
821 RIO RANCHO FIRE & RESCUE DEPARTMENT EQUIPMENT	\$68,010	Rio Rancho	STB	
825 RIO RANCHO FIRE & RESCUE DEPARTMENT LADDER TRUCK	\$51,000	Rio Rancho	STB	
1244 RIO RANCHO NORTH CMLPX BB FIELDS IMPROVE	\$40,000	Rio Rancho	STB	
824 RIO RANCHO POLICE DEPT EVIDENCE STORAGE FCLTY	\$225,000	Rio Rancho	STB	
823 RIO RANCHO POLICE DEPT VEHICLES	\$308,500	Rio Rancho	STB	
1242 RIO RANCHO SUNSET LITTLE LEAGUE SHADE STRUCT	\$40,000	Rio Rancho	STB	
916 SAN FELIPE PUEBLO BASEBALL FIELDS	\$25,000	San Felipe Pueblo	STB	
915 SAN FELIPE PUEBLO SAN FRANCISCO ARROYO DAM	\$90,000	San Felipe Pueblo	STB	
885 SANDIA PUEBLO PUBLIC WORKS EQUIP & STREET SWEEPER	\$43,000	Sandia Pueblo	STB	
886 SANDIA PUEBLO SOLID WASTE TRANSFER STATION	\$132,160	Sandia Pueblo	STB	
1083 SANDOVAL CO SHERIFF'S DEPARTMENT VEHICLES	\$195,000	Bernalillo	STB	
1201 SANTA ANA PUEBLO PUBLIC SERVICES/JUDICIAL COMPLEX	\$75,000	Santa Ana Pueblo	STB	
1015 SANTA ANA PUEBLO WELL SYS CONSTRUCT & EQUIP	\$125,000	Santa Ana Pueblo	STB	
1576 SANTO DOMINGO PUEBLO ROAD GRADER PRCHS	\$70,000	Santo Domingo Pueblo	STB	
828 SSCAFCA SHERIFF'S POSSE RD ARROYO DIVERSION STRUCT	\$345,000	Rio Rancho	STB	

**Capital Outlay Projects  
Chart by County**

**Legislative Council Service  
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Project Title	Amount	City	Fund	Track
1417 V. SUE CLEVELAND HIGH SCHL MAIN ENTRY	\$100,000	Rio Rancho PSD	STB	
1404 ZIA PUEBLO CHILDHOOD DEVELOPMENT CTR PHASE 1	\$145,000	Zia Pueblo	STB	
<b>Summary for Sandoval</b>				
	<b>\$5,149,660</b>			
<b>County: Santa Fe</b>				
767 1ST JUDICIAL DISTRICT COURT VEHICLES	\$70,000	Santa Fe	STB	
1447 ACEQUIA DE LA CIENEGA RESERVOIR & IMPROVE	\$68,522	La Cienega	STB	
1595 ACEQUIA DE LAS JOYAS IMPROVE	\$15,000	Santa Fe	STB	
710 ACEQUIA DE LOS FRESQUEZ DIVERSION DAM	\$100,000		STB	
1397 ACEQUIA DE LOS MAESTAS IMPROVE	\$75,000	La Puebla	STB	
1593 ACEQUIA DEL BARRANCO DE JACONA IMPROVE	\$30,000		STB	
535 ACEQUIA DEL LLANO GABIONS NAMBE IMPROVE	\$20,000	Nambe	STB	
1469 AGUA FRIA UTILITY CORRIDOR	\$50,000		STB	
880 AGUA FRIA WATER SYSTEM CONSTRUCT	\$100,000		STB	
1466 ALAMO LN IMPROVE - AGUA FRIA	\$70,000		STB	
1664 AMY BIEHL COMMUNITY SCHL WALKING TRACK	\$16,000	Santa Fe PSD	STB	
875 ANTONIO LANE IMPROVE SANTA FE CO	\$45,000		STB	
980 ASPEN CMTY MAGNET SCHL ATHLETIC FIELD	\$30,000	Santa Fe PSD	STB	
1707 ATALAYA ELEM SCHL PLAYGROUND & BASKETBALL COURT	\$75,000	Santa Fe PSD	STB	
1014 CAPITAL HIGH SCHL PRACTICE FIELD SANTA FE PSD	\$35,000	Santa Fe PSD	STB	
67 DOT GENERAL OFFICE RESTROOMS RENOVATE -SRF	\$255,000	Santa Fe	SRF	
68 DOT OFFICE LAB ELECTRICAL UPGRADES-SRF	\$291,000	Santa Fe	SRF	
34 DPS SANTA FE EVIDENCE CTR & CRIME LAB PLAN DESIGN	\$500,000	Santa Fe	STB	
1251 EDGEWOOD ROAD MAINT WATER TRUCK	\$50,000	Edgewood	STB	
1183 EDGEWOOD WASTEWATER SYSTEM	\$360,000	Edgewood	STB	
1708 EL DORADO COMMUNITY SCHL PERFORMANCE STAGE	\$70,000	Santa Fe PSD	STB	
1600 EL GUICU DITCH IMPROVE	\$50,000	La Cienega	STB	
1472 ELDORADO AREA WSD WELLS 2A & 2B IMPROVE	\$115,000	Eldorado at Santa Fe	STB	
1709 ELDORADO FIRE STATION #4	\$105,500	Eldorado	STB	
1478 ELDORADO ROADS IMPROVE SANTA FE CO	\$100,000	Eldorado at Santa Fe	STB	
1470 LA COMUNIDAD DE LOS NINOS HEAD START WALL	\$84,000	Santa Fe	STB	
1601 LOS PINOS ROAD WATER CROSSING - LA CIENEGA	\$100,000		STB	
1430 MCCURDY CHARTER SCHOOL LIBRARIES	\$100,000	Espanola	STB	
1306 MUSEUM OF INDIAN ARTS & CULTURE IMPROVE	\$50,000	Santa Fe	STB	
798 NAMBE PUEBLO WATER & WASTEWATER SYSTEM IMPROVE	\$235,000	Nambe Pueblo	STB	
1011 NINA OTERO COMM SCHL FRAGILE EQUIP SANTA FE PSD	\$10,800	Santa Fe PSD	STB	
769 NM MUSEUM OF ART RENOVATE	\$195,000	Santa Fe	STB	
1742 NM STATE RECORDS CTR MURAL	\$40,000	Santa Fe	STB	
1307 PALACE OF THE GOVERNORS IMPROVE	\$417,175	Santa Fe	STB	
1706 PALACE OF THE GOVERNORS PHOTO ARCHIVE EQUIP	\$13,000	Santa Fe	STB	
908 POJOAQUE PUEBLO WELLNESS CENTER	\$50,000	Pojoaque Pueblo	STB	
1387 POJOAQUE RECREATION COMPLEX IMPROVE	\$137,000	Pojoaque	STB	
912 POJOAQUE VALLEY PSD NAMBE HEAD START FACILITY	\$45,000	Pojoaque Valley PSD	STB	
1772 RIO EN MEDIO DITCH ASSOCIATION ALTO DITCH	\$13,000		STB	
1702 RIO EN MEDIO DITCH ASSOCIATION CANADITA DITCH	\$5,375		STB	
1700 RIO EN MEDIO DITCH ASSOCIATION MEDIO DITCH IMPROVE	\$6,350	Santa Fe	STB	
1327 SANTA FE CHILDREN'S MUSEUM	\$62,000	Santa Fe	STB	
1385 SANTA FE CO CHIMAYO FIRE STATION ADDITION	\$100,000	Chimayo	STB	
918 SANTA FE CO CIVIL WAR MONUMENT	\$50,000	Glorieta	STB	
1023 SANTA FE CO EAST MOUNTAIN AREA HEALTH CARE FCLTY	\$242,000	Edgewood	STB	
1646 SANTA FE CO FIRE STATION - MADRID	\$122,000	Madrid	STB	

**Capital Outlay Projects  
Chart by County**

**Legislative Council Service  
52nd Legislature, 2nd Session, 2016**

Project Title	Amount	City	Fund	Track
1662 SANTA FE CO LA TIERRA ROADS IMPROVE	\$95,000		STB	
1328 SANTA FE CTR FOR CONTEMPORARY ARTS IMPROVE	\$111,000	Santa Fe	STB	
1051 SANTA FE DANCE BARNs EQUIP	\$78,000	Santa Fe	STB	
979 SANTA FE HIGH SCHL TENNIS COURTS	\$115,000	Santa Fe PSD	STB	
876 SANTA FE HOMEBOUND MEALS PROGRAM FACILITY	\$230,000	Santa Fe	STB	
911 SANTA FE MUNI RECREATION CMLPX FCLTY/SOCCER FIELDS	\$50,000	Santa Fe	STB	
1312 SANTA FE MUNICIPAL AIRPORT EXPAND	\$855,000	Santa Fe	STB	
1473 SANTA FE MUSEUM HILL CAMPUS	\$60,000	Santa Fe	STB	
976 SANTA FE PSD EMERGENCY COMMAND CENTER	\$75,000	Santa Fe PSD	STB	
985 SFCC AUTO EQUIPMENT PURCHASE & INSTALL	\$245,000	Santa Fe	STB	
965 SFCC PLANT OPERATIONS & MAINTENANCE IMPROVE	\$50,000		STB	
966 SFCC SCIENCE ON A SPHERE PURCHASE	\$75,000		STB	
117 SFIS ROAD & DRAINAGE IMPROVE	\$50,000	Santa Fe	STB	
56 STATE LAND OFFICE SANTA FE STORAGE SYSTEMS -SLMF	\$150,000	Santa Fe	SLMF	
971 TESUQUE ELEM SCHL FLOORING	\$18,000	Santa Fe PSD	STB	
1712 TESUQUE PUEBLO BACKHOE	\$124,000	Tesuque Pueblo	STB	
<b>Summary for Santa Fe</b>			<b>\$7,154,722</b>	
<b>County: Sierra</b>				
1053 ELEPHANT BUTTE WASTEWATER COLLECTION LINES	\$200,000	Elephant Butte	STB	
758 MONTICELLO WATER SYSTEM CONSTRUCT	\$100,000	Monticello	STB	
734 SIERRA CO ANIMAL SHELTER	\$100,000	Truth or Consequences	STB	
737 SIERRA CO GERONIMO SPRINGS MUSEUM HVAC	\$25,000	Truth or Consequences	STB	
1411 TRUTH OR CONSEQUENCES ANIMAL SHELTER CONSTRUCT	\$101,000	Truth or Consequences	STB	
1418 TRUTH OR CONSEQUENCES FEEDER/ELECTRICAL IMPROVE	\$35,000	Truth or Consequences	STB	
<b>Summary for Sierra</b>			<b>\$561,000</b>	
<b>County: Socorro</b>				
532 ENTERPRISE RD/GREFO RD & DETENTION CTR-SOCORRO C	\$185,000	Socorro	STB	
1591 NMIMT JONES HALL EQUIP & FURNISH	\$90,000	Socorro	STB	
78 SAN ACACIA REACH LEVEE-WPF	\$2,000,000		WPF	
892 SOCORRO RODEO & SOCCER FACILITY CONSTRUCT	\$290,000	Socorro	STB	
<b>Summary for Socorro</b>			<b>\$2,565,000</b>	
<b>County: Statewide</b>				
913 AODA DIST ATT OFFICES INFO TECH & VEHICLES	\$20,000		STB	
24 CAD PRESERVATION & IMPROVEMENTS STATEWIDE	\$2,000,000		STB	
22 CORRECTIONAL FCLTY SECURITY UPGRADES STATEWIDE	\$7,000,000		STB	
57 DAM SAFETY COMPLIANCE IMPROVE-GPF	\$5,500,000		GPF	
27 DOE RIVER STEWARDSHIP PROGRAM STATEWIDE-WPF	\$1,500,000		WPF	
28 DOH FCLTY HEALTH & SAFETY UPGRADES STATEWIDE	\$1,500,000		STB	
69 DOT DISTRICT 2 PATROL FCLTIES RENOVATE-SRF	\$2,400,000		SRF	
33 DPS TEXICO PORT OF ENTRY RELOCATION	\$2,000,000		STB	
39 EMNRD LAW ENFORCEMENT VEHICLES	\$500,000		STB	
41 FMD FCLTY & INFRA EMERGENCIES STATEWIDE	\$4,000,000		STB	
31 HOMELAND SECURITY HAZARD MITIGATION STATEWIDE -WPF	\$750,000		WPF	
1809 LOCAL ECONOMIC DEVELOPMENT ACT STATEWIDE	\$6,000,000		STB	
36 MAINSTREET ARTS & CULTURAL DISTs IMPROVE STATEWIDE	\$500,000		STB	
1050 NM ACEQUIA COMMISSION STATEWIDE IMPROVE	\$94,000		STB	
62 OFF-HIGHWAY VEHICLE PARKS-TRAIL SAFETY FUND	\$600,000		TSF	
84 PED PRE-KINDERGARTEN CLASSROOMS-PSCOF	\$5,000,000		PSCOF	



**Capital Outlay Projects  
Chart by County**

Legislative Council Service  
52nd Legislature, 2nd Session, 2016

Project Title	Amount	City	Fund	Track
83 PED SCHOOL BUS REPLACEMENT-PSCOF	\$7,000,000		PSCOF	
53 SEO HIGH HAZARD DAM REHAB STATEWIDE	\$1,000,000		STB	
63 SHOOTING RANGES STATEWIDE - GPF	\$1,000,000		GPF	
37 SPD EMNRD PECOS CANYON STATE PARK	\$250,000		STB	
40 SPD EMNRD STATE PARKS WATER/WWATER INFRA	\$250,000		STB	
1808 STATE POLICE VEHICLES	\$3,000,000		STB	
72 WATERSHED RESTORATION & WILDFIRE PROTECTION-WPF	\$2,500,000		WPF	
60 WILDLIFE/FISHERIES/RIPARIAN HABITAT RESTORE-BGEGPF	\$500,000		BEGP	
61 WILDLIFE/FISHERIES/RIPARIAN HABITAT RESTORE-HMF	\$500,000		HMF	
59 WILDLIFE/FISHERIES/RIPARIAN HABITAT RESTORE-SAGPF	\$1,000,000		SAGP	

**Summary for Statewide**

**\$56,364,000**

**County: Taos**

1268 ACEQUIA DE CHAMISAL Y OJITO EXCAVATOR	\$10,000	Chamisal	STB	
981 ACEQUIA DE LLANO SAN JUAN DE NEPOMUCENO PIPELINE	\$40,000		STB	
1271 ACEQUIA DEL MONTE DEL RIO CHIQUITO COMPUERTAS	\$15,000	Ranchos de Taos	STB	
1269 ACEQUIA DEL MONTE DEL RIO CHIQUITO DAM IMPROVE	\$20,000	Ranchos de Taos	STB	
1592 CERRO DE GUADALUPE ACEQUIA ASSOCIATION IMPROVE	\$15,000	Cerro	STB	
996 CERRO REGIONAL MDWC & SWA WATER SYS IMPROVE	\$45,000	Cerro	STB	
1536 EL PRADO WSD FACILITIES/WATER SYSTEMS IMPROVE	\$50,000	El Prado	STB	
925 EL VALLE DE LOS RANCHOS WSD SEWER SYS PH 2D-1B	\$50,000	Ranchos De Taos	STB	
796 LLANO QUEMADO MDWCA WATER SYS IMPROVE	\$20,000		STB	
1792 PENASCO ISD SECURITY GATES	\$20,000	Penasco ISD	STB	
138 PICURIS SENIOR CENTER-IMPROVE CODE	\$20,000	Picuris Pueblo	STB	
802 QUESTA SEWER LINES TAOS CO	\$100,000	Questa	STB	
803 QUESTA WATER SYSTEM CONSTRUCT TAOS CO	\$50,000	Questa	STB	
789 RED RIVER STREET SWEEPER PURCHASE	\$125,000	Red River	STB	
1074 TAOS ANIMAL SHELTER	\$79,000	Taos	STB	
1343 TAOS CO AMALIA COMMUNITY CENTER	\$20,000	Amalia	STB	
1272 TAOS CO NORTHERN NM LAND GRANTS/ACEQUIA ARCHIVES	\$100,000	Taos	STB	
806 TAOS CO SHERIFF DEPARTMENT VEHICLES	\$25,000		STB	
808 TAOS CO VETERANS CEMETERY	\$110,000		STB	
811 TAOS OLD COUNTY COURTHOUSE RENOVATE	\$150,000	Taos	STB	
1759 TAOS PUEBLO DPS WEAPONS & EQUIP	\$20,000	Taos Pueblo	STB	
1078 TAOS SKI VALLEY WASTEWATER TREATMENT PLANT	\$50,000	Taos Ski Valley	STB	
993 TRAMPAS DWC & MSWA WATER SYS IMPROVE	\$20,000	Chamisal	STB	
1421 UNM-TAOS HARWOOD MUSEUM RENOVATE	\$95,000	Taos	STB	
799 WEST RIM MDWUA CARD READER METER SYSTEM	\$25,000		STB	

**Summary for Taos**

**\$1,274,000**

**County: Torrance**

1482 CLAUNCH-PINTO SWCD METAL SHOP BLDG CONSTRUCT	\$85,000	Mountainair	STB	
1773 ESTANCIA MSD AGRICULTURAL EDUCATION WORKSHOP	\$24,200	Estancia MSD	STB	
1720 ESTANCIA MSD SECURITY IMPROVE	\$55,000	Estancia MSD	STB	
1210 MORIARTY FIRE DEPT GURNEYS	\$75,000	Moriarty	STB	
1030 MORIARTY FIRE DEPT TRAINING FCLTY	\$300,000	Moriarty	STB	
1642 MORIARTY HIGH SCHL AUTOMOTIVE FACILITIES	\$20,000	Moriarty-Edgewood MS	STB	
1643 MORIARTY HIGH SCHL CARPENTRY-FURNITURE BLDG	\$50,000	Moriarty-Edgewood MS	STB	
1634 MORIARTY HIGH SCHL FUTURE FARMERS/WELDING PROGRA	\$25,000	Moriarty-Edgewood MS	STB	
933 MORIARTY HIGH SCHL PIANO LAB EQUIP	\$34,000	Moriarty-Edgewood SD	STB	
1245 MORIARTY HIGH SCHL SPECIAL EDUCATION CTR	\$16,000	Moriarty-Edgewood MS	STB	

**Capital Outlay Projects  
Chart by County**

Legislative Council Service  
52nd Legislature, 2nd Session, 2016

Project Title	Amount	City	Fund	Track
1026 MORIARTY VETERAN'S MEMORIAL CONSTRUCT	\$25,000	Moriarty	STB	
1024 MORIARTY WATER WELL/SCADA SYSTEM IMPROVE	\$70,000	Moriarty	STB	
1025 ROUTE 66 MAIN ST LIGHTING - MORIARTY	\$35,000	Moriarty	STB	
1799 TAJIQUE LAND GRANT COMMUNITY CTR	\$10,000		STB	
1640 WILLARD WELL/WATER SYS IMPROVE	\$60,000	Willard	STB	
<b>Summary for Torrance</b>				
	<b>\$884,200</b>			
<b>County: Union</b>				
861 CLAYTON GROUND WATER MONITORING WELL	\$100,000	Clayton	STB	
1356 UNION CO RECORDS EQUIP	\$75,000	Clayton	STB	
552 UNION CO VEHICLE PRCHS	\$35,000	Clayton	STB	
<b>Summary for Union</b>				
	<b>\$210,000</b>			
<b>County: Valencia</b>				
1361 BELEN SEWER DENNIS CHAVEZ ELEM SCHL CONNECT	\$300,000	Belen	STB	
1341 BELEN VETERANS MEMORIAL	\$70,000	Belen	STB	
1239 BELEN VIVIAN FIELDS IMPROVE	\$415,000	Belen	STB	
1249 BOSQUE FARMS COMMUNITY CTR KITCHEN	\$5,000	Bosque Farms	STB	
145 BOSQUE FARMS SENIOR MEAL SITE-MEALS EQUIP	\$5,000	Bosque Farms	STB	
1009 CAMELOT BLVD EXTENSION LOS LUNAS	\$325,000	Los Lunas	STB	
19 CYFD HENRY PEREA BLDG IMPROVEMENTS	\$85,000	Los Lunas	STB	
1032 ISLETA PUEBLO VETERAN'S ASSOCIATION BLDG IMPROVE	\$90,000	Isleta Pueblo	STB	
1723 LOS LUNAS MID SCHL GYM	\$100,000	Los Lunas PSD	STB	
1006 LOS LUNAS SPORTS COMPLEX CONSTRUCT	\$220,000	Los Lunas	STB	
1252 PERALTA PUBLIC WORKS HEAVY EQUIPMENT	\$50,000	Peralta	STB	
1257 PERALTA TOWN HALL BLDG IMPROVEMENTS	\$80,000	Peralta	STB	
837 RIO COMMUNITIES MUNICIPAL MLTPRPS COMPLEX PHASE 3	\$200,000	Rio Communities	STB	
1349 VALENCIA CO ANIMAL SHELTER EXPAND	\$97,000		STB	
1351 VALENCIA CO DON JOSE DOLORES CORDOVA CULTURAL CTR	\$100,000	Jarales	STB	
1721 VALENCIA CO EL CERRO MISSION WATER RIGHTS/WELL/SYS	\$74,000		STB	
1346 VALENCIA CO MEADOW LAKE COMMUNITY PARK	\$30,000	Meadow Lake	STB	
1235 VALENCIA CO ROAD IMPROVEMENTS	\$125,000		STB	
838 VALENCIA CO SHERIFF'S OFFICE VEHICLES	\$240,000	Los Lunas	STB	
1724 VALENCIA HIGH SCHL BLEACHERS	\$100,000	Los Lunas PSD	STB	
1464 VALENCIA SWCD MAINTENANCE BLDG ADD IMPROVE	\$34,500	Belen	STB	
<b>Summary for Valencia</b>				
	<b>\$2,745,500</b>			
<b>STB:</b>	<b>\$122,967,000</b>	<b>General Fund:</b>	<b>\$0</b>	<b>Other State Funds:</b> <b>\$42,996,000</b>
<b>Grand Total</b>		<b>\$165,963,000</b>		

Employees who have completed their probationary period may take their accrued annual leave all at once, or gradually, with their supervisor's prior written approval. Requests for annual leave should be submitted at least one pay period prior to allow for scheduling, and priority will be given to the earlier request in case of conflict.

A maximum of two-hundred and forty (240) hours of annual leave may be carried forward after the last pay period in December. Annual leave shall not be used before it is accrued and must be authorized before it is taken except when authorized by the General Manager in cases of medical or personal crisis after all other leave including donated leave has been exhausted. Employees shall schedule at least forty (40) hours of leave annually.

At termination of employment for any reason, the Authority shall compensate the employee for his/her accumulated annual leave at his/her straight time rate of pay at the time of termination.

The Authority will not require an employee to take annual leave in lieu of sick leave during periods of illness. However, the employee may elect to take annual leave or leave without pay in case of extended illness where sick leave has been fully used. ~~All other forms of leave must be used prior to donated leave.~~

If a holiday falls on a workday during an employee's leave period, that day shall be considered as a paid holiday and not leave time.

#### **4.02 Sick Leave:**

A maximum of two-hundred and forty (240) hours of sick leave may be carried forward after the last pay period in December. Sick leave shall not be used before it is accrued, and employees should notify their supervisor in advance to the extent feasible in order to avoid disruptions in work schedules when using sick leave. Failure to notify may result in denial of leave.

Sick leave will not be compensated at any time.

The Authority will not require an employee to take annual leave in lieu of sick leave during periods of illness. However, the employee may elect to take annual leave or leave without pay in case of extended illness where sick leave has been fully used. ~~All other forms of leave must be used prior to donated leave.~~

Sick leave benefits will not be for absences on authorized holidays or other non-scheduled work days.

In order to receive compensation while on sick leave, the employee shall notify his/her supervisor prior to the time for beginning the regular work day, or as soon thereafter as practical.

If absence from duty by reason of illness occurs, satisfactory evidence may be required by the General Manager.

#### **4.03 Donated Leave:**

Employees may donate their annual or sick leave to another employee at their discretion provided that the recipient has met the requirements of Sections 4.01 and 4.02 and that the donor retains at least forty (40) accumulated hours.

#### **4.04 Holidays:**

This policy shall apply to all Authority employees.

The following days shall be recognized and observed as paid holidays:

New Years Day;  
Martin Luther King, Jr.'s Birthday;

Operators must submit a request sixty (60) days in advance to attend training to their supervisor in order to allow for scheduling and job coverage.

The Authority shall pay applicable fees for a maximum of two certification examinations per level or additional license for obtaining a higher level of certification or additional certification (i.e. Wastewater in addition to Water). A request and completed application form must be submitted at least forty-five (45) days prior to the exam.

### **13.02 All Other Training:**

The Authority encourages and shall authorize and provide opportunities for continuing education and training for its staff members related to their employment.

### **14. Employee Benefits:**

The Authority has chosen to provide Leave and Paid Holidays (Section 4), ~~Heath~~ Health Insurance, and a Retirement Plan, and encourages employee participation. Insurance coverage and retirement contributions may vary from year to year, and other types of insurance may be made available at the employee's expense. Benefits to Authority employees are provided ~~voluntary~~ voluntarily by the Authority, and may be altered or terminated at the Authority's discretion.

Upon approval of the annual budget, benefits will be provided as follows:

A. Health Insurance: One hundred percent (100%) of the eligible employees' premiums will be covered by the Authority, and employees may elect to cover eligible dependents with the Authority paying fifty percent (50%) of that premium.

B. Retirement Plan: The Authority will match employee contributions up to four percent (4%) of each eligible employee's earned base pay. An additional contribution of up to ten percent (10%) of employees earned base pay may be made by the Authority to eligible employees who are employed on the last day of the plan year.

### **15. Employee Evaluations:**

Each employee shall receive an annual evaluation. Evaluations shall be performed toward the end of the calendar year, not based on length of employment. Evaluations shall be used for determination of continued employment and compensation. A standardized evaluation form will be utilized. The General Manager's evaluation will be performed by the Board of Directors; all others will be done by management.

### **16. Termination of Employment:**

Upon termination of employment with the Authority for any reason, all Authority equipment, supplies and keys in the employee's possession must be returned to his/her supervisor, and the cost of any unreturned items may be deducted from the final pay. The final pay will be issued as a check, not an electronic deposit, and should be picked up at the office by the employee.

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

THIS Agreement, made this \_\_\_\_\_ day of February 2016 by and between Lower Rio Grande Public Water Works Authority hereinafter referred to as the OWNER, and Souder, Miller & Associates hereinafter referred to as the ENGINEER. **Contract becomes effective on the date of the last signature.**

The OWNER intends to construct a Project consisting of planning, design, and construction of water system improvement projects including but not limited to: water supply, water distribution, water storage and appropriate building and infrastructure associated with the Valle Del Rio Water System improvements projects. Engineering services for this agreement may include: development of preliminary planning documents; comprehensive mapping; regular or periodic reporting to staff and/or board; public presentation(s); funding solicitation support; surveying; permitting; right of way determination; environmental and other related support services; development of opinion of probable construction cost; development of policies in support of the water system; development and revisions to system models; and design bid and construction phase services related to repair, expansion, modification and/or rehabilitation of existing and/or new facilities. Specifically, the scope will include completion of a Preliminary Engineering Report (PER), design and construction phase services for improvements to the Valle Del Rio Water System as proposed in the Water System Evaluation Report dated September 2014 completed by SMA.

in Doña Ana County, State of New Mexico, which may be paid for in part with financial assistance from the United States of America acting through the United States Department of Agriculture – Rural Development, hereinafter referred to as USDA-RD; and/or through the United States Environmental Protection Agency, hereinafter referred to as EPA; and/or the New Mexico Environment Department, hereinafter referred to as NMED; and/or the New Mexico Finance Authority, hereinafter referred to as NMFA; and/or the New Mexico Department of Finance, hereinafter referred to as DFA; all collectively referred to as the Funding Agency. Neither the United States or the State of New Mexico nor any of its departments, agencies, or employees is or will be a party to this Agreement or any subagreement. The ENGINEER agrees to perform the various professional engineering services for the planning, design, and construction of said Project in accordance with the provisions of this Agreement.

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## SECTION A – GENERAL PROVISIONS

### 1. General

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

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

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

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

(c) The ENGINEER will work closely with the Funding Agency, as necessary, for funding to be provided.

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

### 2. Approvals

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

(b) Review or approval of documents by or for the Funding Agency under this Agreement is for administrative purposes only and does not relieve the ENGINEER or OWNER of their

responsibilities to design, construct and operate the Project as required under law, regulations, permits and good management practices.

### **3. Responsibilities of the ENGINEER**

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

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

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

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

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

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



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

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

#### **4. Responsibilities of the OWNER**

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

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

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

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

#### **5. Changes**

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

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

#### **6. Termination of Contract**

(a) This Agreement may be terminated in whole or in part in writing by either party in the

event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be effected unless the other party is given (1) not less than fourteen (14) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party before termination.

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

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

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

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

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

## **7. Payment**

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

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

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

(d) If OWNER fails to make any payment due ENGINEER within forty-five (45) calendar days after OWNER's receipt of ENGINEER's invoice, the amount due ENGINEER shall be increased at the rate of 1.5% per month from said forty-fifth day. The OWNER is solely responsible for the payment of any interest incurred due to late payments. The FUNDING AGENCY will not reimburse for any interest incurred. In addition, after ten (10) calendar days prior written notice, the ENGINEER may suspend services under this Agreement until ENGINEER is paid in full. OWNER waives any and all claims against ENGINEER for any such suspension.

## 8. Time

### (a) PROGRESS AND COMPLETION

1. Time limits stated in this Agreement are of the essence. By executing the Agreement, ENGINEER confirms that the Contract Time(s) is (are) reasonable periods for performing each phase of the Work.
2. The ENGINEER shall proceed expeditiously, consistent with professional skills, with adequate forces to achieve completion within the Contract Time.
3. The OWNER shall not be liable to the ENGINEER for additional time or money if the ENGINEER submits a progress report expressing an intention to achieve completion of the Work prior to the Contract Time and then is not able to achieve intended accelerated schedule regardless of the reason.
4. If the ENGINEER is delayed at any time in the commencement or progress of the Work by an act or neglect of the OWNER, changes in the Work as directed by the OWNER in writing, or other causes beyond the ENGINEER'S control, then the Contract Time may be extended by OWNER per Section 5 of this Agreement. Extensions of time not associated with modifications or change to the Work shall not be allowed to increase the Contract amount for overhead or for any other reason and shall strictly apply toward liquidated damages.
5. The ENGINEER shall promptly notify OWNER in writing of any conditions that may delay delivery of work beyond the Contract Time.
6. OWNER shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the ENGINEER'S performance of its Services.

### (b) CONTRACT TIME AND LIQUIDATED DAMAGES

1. The ENGINEER agrees that the Services being provided under this Agreement will be performed regularly, diligently and without interruption at such rate of progress as will ensure completion within the Contract Time. It is expressly understood and agreed, by and between ENGINEER and the OWNER, that the Contract Time is a reasonable time for completion of the Services, taking into consideration the usual conditions for performing the Services. ENGINEER agrees to promptly notify OWNER of delays in completing the services under this Agreement that are beyond ENGINEER'S control and for which a Contract Time extension will be requested. If the ENGINEER neglects, fails or refuses to complete the Services within the Contract Time, including any time extension granted by the OWNER, then the ENGINEER agrees to pay the OWNER the amount specified in the ATTACHMENT, not as a penalty, but as liquidated damages.

2. The parties agree that the amount of the likely damages to the OWNER for such delay is difficult to ascertain at the time of execution of this Agreement, but that a reasonable estimate of such damages may be deducted from any monthly progress payments due to the ENGINEER or from other monies being withheld from the ENGINEER when a reasonable estimate of the expected date of completion can be determined by the OWNER.
3. Final accounting of Liquidated Damages shall be determined at completion and the ENGINEER shall be liable for any Liquidated Damages over and above unpaid balances held by the OWNER.
4. The OWNER and ENGINEER agree that as mutually agreeable, reasonable Liquidated Damages for delay (but not as a penalty), ENGINEER shall pay OWNER amount specified in the ATTACHMENT (minimum fifty dollars [\$50.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement until the Work is complete and accepted by the OWNER. OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

## **9. Project Design**

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

## **10. Audits and Access to Records**

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

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

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

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

(e) Records under paragraphs (a) and (b) above shall be maintained and made available by the ENGINEER during performance of services under this Agreement and for three (3) years

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

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

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

## **11. Subcontracts**

(a) Any subcontractors and outside associates or consultants required by the ENGINEER in connection with services under this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations of this Agreement. The OWNER and the FUNDING AGENCY must give prior approval for any substitutions, additions or deletions to such subcontractors, associates, or consultants.

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

## **12. Insurance**

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

## **13. Environmental Condition of Site**

(a) Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances,

and other Constituents of Concern located at or near the Site, including type, quantity, and location.

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

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

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

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

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

#### **14. Mutual Waiver**

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

#### **15. Independent Contractor**

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

#### **16. Equal Employment Opportunity**

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

#### **17. Gratuities**

(a) If the OWNER finds after a notice and hearing that the ENGINEER or any of the

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

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

#### **18. Covenant Against Contingent Fees**

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

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

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

#### **20. Remedies**

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

#### **21. Assurance Against Debarment**

The ENGINEER assures that neither it nor any of its subcontractors are suspended or debarred by EPA or USDA-RD.

## **SECTION B – ENGINEERING SERVICES**

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

### **Engineering Services During the Planning Phase**

1. The ENGINEER shall complete the ENGINEERING SERVICES described in ATTACHMENT I – Planning Services scope of work and cost proposal within the time specified in Attachment I – Compensation for Engineering Services During the Planning Phase from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties. Any supporting documentation or revisions regarding the ENGINEER's services under this Agreement necessary to obtain the approval of the Funding Agency and all State regulatory agencies will be provided promptly.

### **Engineering Services During the Design Phase**

2. The ENGINEER shall complete the ENGINEERING SERVICES described in ATTACHMENT II – Design Services scope of work and cost proposal and section B-2 through B-10 described herein within the time specified in Attachment II – Compensation for Engineering Services During the Design Phase from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties. Any supporting documentation or revisions regarding the ENGINEER's services under this Agreement necessary to obtain the approval of the Funding Agency and all State regulatory agencies will be provided promptly.
3. The ENGINEER shall perform the necessary design surveys, accomplish the detailed design of the Project, prepare contract documents including design drawings, specifications and invitations for bids, and prepare a final opinion of probable Project costs based on the final design of the Project. The design drawings prepared shall be in sufficient detail to show the character and extent of the Project and to permit the actual location of the proposed improvements on the Project site. It is also understood that if subsurface explorations such as borings, or soil tests are required to determine amounts of rock excavation or foundation conditions, the ENGINEER will furnish coordination of said explorations as an Additional Engineering Service, and the costs incident to such explorations, no matter whether they are performed by the ENGINEER or by others shall be paid for by the OWNER as indicated in Section C and set out in Attachment II.
4. The ENGINEER shall review the Engineering Report prepared for this Project and, if necessary and upon consultation with and concurrence of the OWNER, Funding Agency or delegated State as appropriate, shall revise design criteria, design standards, treatment process sizing and other appropriate preliminary design information included in the Plan or other preliminary engineering reports in order to complete the final design for the Project in accordance with the performance standards and accepted engineering practices.
5. The ENGINEER shall assist the OWNER in obtaining necessary permits and approvals from appropriate Federal, State, and local regulatory agencies. The cost of obtaining such permits and approvals shall be borne by the OWNER. However, this shall not be construed as a guarantee that the ENGINEER can cause a permit or permit condition to be granted or



further the OWNER's goals.

6. The Contract Documents furnished by the ENGINEER under Section B-4 shall utilize Funding Agency endorsed construction contract documents, as appropriate.
7. Prior to the advertisement for bids, the ENGINEER shall provide for each construction contract to be awarded by the OWNER, the number of copies specified in Attachment II of the detailed design drawings, specifications, and contract documents for use by the OWNER and appropriate Federal, State and local agencies from whom approval of the Project must be obtained. The ENGINEER shall provide additional copies of the above specified documents to the OWNER at the cost of reproduction. Originals of such items as documents, survey notes, and tracings, prepared by the ENGINEER are and shall remain the property of the ENGINEER, but this shall in no way infringe upon the OWNER's rights to such items under Section A-6(e).
8. The ENGINEER shall establish baselines for locating the work together with a suitable number of benchmarks adjacent to the work and show their location in the Contract Documents. This information and the Contract Documents will provide the contractor sufficient reference from which to execute the contract work. The ENGINEER is not obligated to set construction grade stakes for the construction of the Project.
9. The ENGINEER shall prepare and furnish to the OWNER three (3) copies of maps or drawings showing the approximate location of needed construction easements, permanent easements, rights-of-way and land to be acquired. Such maps or drawings shall be furnished promptly to enable the OWNER to initiate property and easement acquisitions.
10. The ENGINEER shall, prior to completion of ninety (90) percent of the Design Phase service, prepare and furnish to the OWNER an estimate for total compensation to be paid to the ENGINEER for providing the services to be performed in the Construction Phase and Operation Phase.
11. Section B-2 through B-10 and those ADDITIONAL ENGINEERING SERVICES designated for the Design Phase in Attachment II will take effect upon execution of Attachment II.

### **Engineering Services During the Construction Phase**

12. ENGINEER shall complete the ENGINEER SERVICES described in ATTACHMENT III – Construction Services scope of work and cost proposal and section B-12 through B-23 described herein, within the time specified in Attachment III – Compensation for Engineering Services During the Construction Phase from the date of written authorization to proceed unless otherwise mutually agreed to by both parties.
13. The ENGINEER shall attend the bid opening and tabulate the bid proposals, analyze the responsiveness of the bidders, check references, and make recommendations for awarding the contract(s) for construction to the lowest responsible, responsive bidder.
14. Upon award of each construction contract, the ENGINEER shall furnish to the OWNER, for each contract, the number specified in Attachment III of the sets of the design drawings, specifications and contract documents for execution by the OWNER and contractor. The ENGINEER shall provide additional copies of such contract documents to the OWNER at the cost of reproduction.

15. The ENGINEER shall review and approve, for conformance with the design concept all shop drawings and other submittals required by the Contract Documents to be furnished by contractors.
16. The ENGINEER shall interpret the general intent of the design drawings and specifications to endeavor to protect the OWNER against defects and deficiencies in construction on the part of the contractors.
17. The ENGINEER shall provide general engineering review of the work of the contractors as construction progresses to ascertain that the contractors are conforming to the general design concept. Engineer shall, in connection with observations of Contractor's Work while it is in progress make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, but at least monthly, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
18. The ENGINEER's undertaking hereunder shall not relieve the contractor of its obligation to perform the work in conformity with the Contract Documents and in a workmanlike manner; nor shall it make the ENGINEER an insurer of the contractor's performance. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
19. The ENGINEER shall review each contractor's applications for progress and final payments and submit sufficient copies of same to the OWNER with the ENGINEER's recommendation for approval or disapproval.
20. The ENGINEER shall prepare necessary contract change orders for approval of the OWNER, the Funding Agency and others as required. The ENGINEER shall make an independent assessment of the Contractor's cost and time proposal and the impacts on the Contract Price and Contract Time as part of the review and recommendation process for each change order.
21. The ENGINEER shall make a site visit prior to issuing the certificate of substantial completion of all construction and submit a written report to the OWNER, the Funding Agency and others as required.
22. Prior to submission of recommendation for final payment on each contract, the ENGINEER shall submit a certificate of substantial completion of work done under that

contract to the OWNER, the Funding Agency and others as required.

23. The ENGINEER shall provide the OWNER with record drawings as specified in the scope of work for Attachment III. Such drawings will be based upon the Resident Project Representative's construction data and the construction records provided by the contractor during construction and reviewed by the Resident Project Representative.

24. Section B-12 through B-23 and those ADDITIONAL ENGINEERING SERVICES designated for the Construction Phase in Attachment III will take effect upon execution of Attachment III.

### **Engineering Services During the Operation Phase**

25. The ENGINEER shall complete the ENGINEERING SERVICES described in ATTACHMENT IV – Operational Services scope of work and cost proposal and section B-25 through B-29 within the time specified in Attachment IV – Compensation for Engineering Services During the Operation Phase from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.

26. The ENGINEER shall review the first year's operation of the Project and revise the operation and maintenance manual for the Project as necessary to accommodate actual operating experience.

27. The ENGINEER shall provide to the OWNER monthly operation reports on the performance of the Project.

28. The ENGINEER shall train operating personnel and prepare curricula and training material for operating personnel.

29. Eleven (11) months after the initiation of the Project operation, the ENGINEER shall advise the OWNER in writing whether the Project meets the project performance standards.

30. Section B-25 through B-29 and those ADDITIONAL ENGINEERING SERVICES designated for the Operation Phase in Attachment IV will take effect upon execution of Attachment IV.

### **SECTION C – ADDITIONAL ENGINEERING SERVICES**

ADDITIONAL ENGINEERING SERVICES as detailed in the Attachments shall be provided by the ENGINEER upon written authorization by the OWNER and concurrence of Funding Agency. Compensation for performing the designated ADDITIONAL ENGINEERING SERVICES will be included on Attachment I, Attachment II, Attachment III, or Attachment IV. ADDITIONAL ENGINEERING SERVICES could include such things as the following.

1. Provide Resident Project Observation. The ENGINEER shall, prior to the preconstruction conference, submit a resume of the Resident Project Representative's qualifications, anticipated duties and responsibilities for approval by the OWNER and the Funding Agency. Resident observation includes checking lines and grades, keeping records of full measurements and the contractor's activities, passing information between the ENGINEER and contractor, reviewing of contractor's request for progress payments, inspection of completed work for compliance with Contract Documents and keeping of a daily diary per Funding Agency requirements. Performance of this service will not guarantee the contractor's performance, but it endeavors to

protect the OWNER against defects and deficiencies in the Project and verify compliance with the contract Documents. Period of service for calculating compensation will be as specified in the Attachments.

2. Prepare site, boundary, and topographic surveys for treatment works, dams, reservoirs, and other similar special surveys as may be required.
3. Conduct laboratory tests, well tests, borings, and specialized geological, soils, hydraulic, or other studies recommended by the ENGINEER.
4. Prepare property surveys, detailed descriptions of sites, maps, drawings, or estimates related thereto; assist in negotiating for land and easement rights.
5. Appear before courts or boards on matters of litigation related to the project.
6. Assist OWNER with developing a user charge system. Design a user charge system to produce adequate revenues required for the operation, maintenance and replacement of the Project that meets applicable EPA or other requirements.
7. Prepare an operation and maintenance manual.
8. Provide construction-staking services.
9. Prepare or review environmental assessments and impact statements; review and evaluate the effects on the design requirements for the Project of any such statements and documents prepared by others; and assist in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
10. Provide services resulting from significant changes in the scope, extent or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, Drawings, Specifications or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, standards or orders enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.
11. Provide services resulting from evaluation by ENGINEER during the Study and Report Phase at OWNER's request of alternative solutions in addition to those specified in Attachment I.
12. Prepare for, coordinate with, participate in and respond to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering and constructability review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications or other Bidding Documents as a result of such review processes.
13. Provide services in connection with Work Change Directives and Change Orders to reflect OWNER-requested changes to the Drawings and Specifications.
14. Provide services in making revisions to Drawings and Specifications occasioned by the OWNER's acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the construction contract in evaluating and determining the acceptability of a substitution.

15. Provide additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) work damaged by fire or other cause during construction, (3) a significant amount of defective, neglected or delayed work by Contractor, (4) acceleration of the progress schedule involving services beyond normal working hours, or (5) default by Contractor.

## **SECTION D – SPECIAL PROVISIONS OR MODIFICATIONS TO THE STANDARD LANGUAGE IN THIS AGREEMENT**

(Describe, attach or indicate “None”)

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

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

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

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

Insert Federal Requirements if project will be utilizing federal funding - i.e.: Clean Water State Revolving Loan Funding, Drinking Water State Revolving Loan Funding, or STAG funding.

## MODEL CONTRACT CLAUSE FOR ENGINEERING AGREEMENTS

### 1. PRIVACY OF CONTRACT

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

### 2. CHANGES

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

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

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

### 3. TERMINATION

a. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

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

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

d. Upon receipt of a termination action under paragraphs (a) or (b) above, the Engineer shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or

otherwise make available to the Owner all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Engineer in performing this contract, whether completed or in process.

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

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

#### 4. REMEDIES

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

#### 5. AUDIT; ACCESS TO RECORDS

a. The Engineer shall maintain books, records, documents and other evidence directly pertinent to performance on EPA funded work under this contract in accordance with generally accepted accounting principles and practices consistently applied, and the applicable EPA regulations in effect on the date of execution of this contract. The Engineer shall also maintain the financial information and data used in the preparation or support of any cost submission required under applicable regulations for negotiated contracts or change orders and a copy of the cost summary submitted to the Owner. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, the Owner, and [the State] or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. The Engineer will provide proper facilities for such access and inspection.

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

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

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

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



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

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

#### 6. COVENANT AGAINST CONTINGENT FEES

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

#### 7. GRATUITIES

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

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

#### 8. FINAL PAYMENT

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

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement in triplicate on the respective dates indicated below. **The parties further certify by their signatures below that no modifications have been made to the standard language of this Agreement, other than those detailed in Section D.**

ATTEST: \_\_\_\_\_  
Type Name Alma Boothe  
Title Secretary  
Date February 17, 2016

OWNER: Lower Rio Grande PWVA  
By \_\_\_\_\_  
Type Name Roberto Nieto  
Title Board Chair  
Date February 17, 2016

ATTEST: \_\_\_\_\_  
Type Name Lilla J. Reid, P.E.  
Title Senior Design Manager  
Date 12Feb16

ENGINEER: Souder, Miller & Associates  
By \_\_\_\_\_  
Type Name Karl E. Tonander, P.G., P.E.  
Title Senior Vice President  
Address 401 N. 17<sup>th</sup> St, Suite 4  
Las Cruces, NM 88005  
Date 12Feb16

REVIEWED: FUNDING AGENCY  
NAME: \_\_\_\_\_  
By \_\_\_\_\_  
Type Name \_\_\_\_\_  
Date \_\_\_\_\_

## ATTACHMENTS

Please check the appropriate box and include applicable **attachments**

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the \_\_\_\_ day of February, 2016 by and between the Lower Rio Grande Public Water Works Authority, the OWNER, and Souder, Miller & Associates, the ENGINEER, the OWNER and ENGINEER agree this \_\_\_\_ day of February, 2016 that the OWNER shall compensate the ENGINEER for services described in Section B and Section C and further described in

**ATTACHMENT I – Planning Services scope of work, cost proposal and compensation for Engineering Services During the Planning Phase**

**ATTACHMENT II – Design Services scope of work, cost proposal and compensation for Engineering Services During the Design Phase**

**ATTACHMENT III - Construction Services scope of work, cost proposal and compensation for Engineering Services During the Construction Phase**

**ATTACHMENT IV - Operational Services scope of work, cost proposal and compensation for Engineering Services During the Operation Phase**

2. Compensation for ENGINEERING SERVICES shall be by the

**LUMP SUM** method of payment. The total amount of compensation for ENGINEERING SERVICES, as described in the appropriate ATTACHMENTS shall not exceed \$76,550.00, excluding gross receipt tax and reimbursables.

**STANDARD HOURLY RATE WITH MAXIMUM** method of payment. The total amount of hourly charges, excluding gross receipt tax and reimbursables, for ENGINEERING SERVICES as described in the appropriate ATTACHMENTS shall not exceed \$\_\_\_\_ without prior written approval of the OWNER, with Funding Agency concurrence.

3. Compensation for ADDITIONAL ENGINEERING SERVICES (provided by the ENGINEER upon written authorization from the OWNER and concurrence of the Funding Agency), shall be by the

**LUMP SUM** method of payment. The total amount of compensation for ADDITIONAL ENGINEERING SERVICES, as described in the appropriate ATTACHMENT shall not exceed \$\_\_\_\_, excluding gross receipt tax and reimbursables.

**STANDARD HOURLY RATE WITH MAXIMUM** method of payment. The total amount of hourly charges, excluding gross receipt tax and reimbursables, for ADDITIONAL ENGINEERING SERVICES as described in the appropriate ATTACHMENT shall not exceed \$\_\_\_\_ without prior written approval of the OWNER and with Funding Agency concurrence.

4. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-5.

Contract Time under Section B. and for the purpose of Section A.8 shall be 90 calendar days for submittal to client of P2T02- Preliminary Engineering Report after notice to proceed, 60 calendar days for P3T01- Field Survey and Mapping after notice to proceed, 90 calendar days after the review agency and client approve the Preliminary Engineering Report and notice to proceed for P3T20- Preliminary Design, 60 calendar days after comments are received from funding agency and client for P4T20- Final Design calendar days (or as specified

in the Attachments).

5. The OWNER and ENGINEER agree that as mutually agreeable, reasonable Liquidated Damages for delay (but not as a penalty), ENGINEER shall pay OWNER fifty dollars (\$50.00) (minimum fifty dollars [\$50.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement (See attached project schedule - Gantt chart, bar chart, etc.) until the Work is complete and accepted by the OWNER. OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

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

7. OWNER shall pay ENGINEER applicable gross receipt taxes and reimbursable expenses at the rates set forth in the appropriate ATTACHMENTS. The amounts payable to ENGINEER for reimbursable expenses will be the project related internal expenses, such as mileage, per diem and reproduction, actually incurred or allocated by ENGINEER, plus all invoiced external reimbursable expenses, including consultants, allocable to the project, the latter multiplied by a factor of 1.1 (1.1 MAXIMUM). Mileage will be reimbursed at the current federally approved IRS rate. Reimbursable expenses shall not exceed the estimate in the ATTACHMENT without prior written approval of the OWNER, with Funding Agency concurrence.

8. The method for interim or partial payments, such as milestone or time & materials, shall be: Invoices will be issued on a monthly basis reflecting the percentage complete to date and at milestones.


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9. Signatures

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

ATTEST: \_\_\_\_\_  
Type Name Alma Boothe  
Title Secretary  
Date February 17, 2016

OWNER: Lower Rio Grande PWWA  
By \_\_\_\_\_  
Type Name Roberto Nieto  
Title Board Chair  
Date February 17, 2016

ATTEST:  \_\_\_\_\_  
Type Name Lilla J. Reid, P.E.  
Title Senior Design Manager  
Date 12Feb16

ENGINEER: Souder, Miller & Associates  
By  \_\_\_\_\_  
Type Name Karl E. Tonander, P.G., P.E.  
Title Senior Vice President  
Address 401 N. 17<sup>th</sup> St, Suite 4  
Las Cruces, NM 88005  
Date 12Feb16

REVIEWED: FUNDING AGENCY  
NAME: \_\_\_\_\_  
By \_\_\_\_\_  
Type Name \_\_\_\_\_  
Date \_\_\_\_\_

## Attachment I & II

### WORKPLAN AND BUDGET

**SERVICES RELATING TO THE WATER SYSTEM IMPROVEMENTS TO THE VALLE DEL RIO WATER SYSTEM  
LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY  
LA MESA, NEW MEXICO  
FEBRUARY 5, 2016**

This workplan and budget is in response to the request by Lower Rio Grande Public Water Works Authority (PWWA) to Souder, Miller & Associates (SMA) to complete a preliminary engineering report and design water system improvements for the Valle Del Rio water system. The scope of work is based on the Request for Proposals dated November 11, 2015 and the improvements proposed in the Valle Del Rio Water System Evaluation Report dated September 2014 completed by SMA. The project consists of completing a preliminary engineering report, surveying and preliminary and final design for those improvements recommended in the Valle Del Rio Water System Evaluation Report.

The budgets for the following phases of the project will be billed on a lump sum basis; therefore, the invoices will not include an itemized breakdown of charges. Invoices will be issued on a monthly basis reflecting the percentage of each task completed to date. NMGRW will be added to each invoice at the time of billing.

Lump Sum Deliverable Schedule		
Task	Description	Budget Requested
P2T02	Preliminary Engineering Report	\$24,998.00
P3T01	Field Survey and Mapping	\$7,700.00
P3T20	Preliminary Design	\$24,900.00
P4T20	Final Design	\$18,952.00
<b>Total Workplan Cost (not including NMGRW)</b>		<b>\$76,550.00</b>

#### **P2T02- Preliminary Engineering Report**

SMA will develop a domestic water system preliminary engineering report using the United States Department of Agriculture USDA Rural Utilities Service (RUS) preliminary engineering report outline as contained in RUS Bulletin 1780-2. The report shall evaluate alternatives for domestic water system improvements, provide advantages and disadvantages, develop implementation cost estimates and a recommended course of action. The report will evaluate at least one alternative for water storage, meter services, pressurization, and fire protection. The recommended course of action will provide for phased implementation (as funding becomes available) should the total of the recommended improvements exceed typical funding limits. The report will also include population and growth density projections, maps for alternatives, opinion of probable construction cost, evaluation of existing facility, assess the project need, selection matrix and recommended alternative. During development of the report SMA will meet periodically with Lower Rio Grande PWWA staff to gather data and present viable options for consideration. SMA anticipates that alternatives will be categorized (e.g. source, storage and distribution) and will be based upon the recommendations outlined in the Valle Del Rio Water System Evaluation Report dated September 2014 completed by SMA. One hard copy and one electronic copy will be provided for each review agency (New Mexico Environment Department (NMED) Drinking Water Bureau and Construction Programs Bureau (CPB)) and Lower Rio Grande PWWA unless otherwise determined.

#### **P3T01- Field Survey and Mapping**

Survey support will include professional land survey support of the project design including identifying existing and proposed utility locations, and basic topography within the project limits of the Valle Del Rio water system improvements within the current tank site property, within the road right-of-way, as described below in task P3T20 and shown on Figure 1. In addition, SMA will also collect survey information for preparation of Doña Ana County (DAC) and New Mexico Department of Transportation (NMDOT) utility permits. All survey work will be directed and overseen by a New Mexico registered land surveyor. Only apparent rights-of-way will be identified; a boundary survey is not being completed at this time. Information for all control used (recovered or set) for the project will be included in the final plans. Survey datums will utilize North American (horizontal) Datum (NAD) 83 and North

American Vertical Datum (NAVD) 88.

### **P3T20- Preliminary Design**

Preliminary design will include engineering design services for the Valle Del Rio water system improvements project through approximately 60% complete. SMA will complete a plan layout of the proposed improvements as well as all appropriate header sheets, notes, and details for review by the Authority. SMA will contract with a licensed testing laboratory to complete a geotechnical investigation of the project area. The investigation will be intended to determine the suitability of the native material for bedding and backfill as well as to determine if there are any constructability concerns such as rock excavation or shallow groundwater table. The report will also make structural foundation recommendations. SMA will submit a design conference ticket to the 811 Utility Locating System to attempt to get information regarding utilities that may be impacted by the proposed project.

SMA will prepare a preliminary horizontal alignment design for the improvements incorporating the data from the as-built research and the property and easement research. SMA will prepare the design of the profile for the improvements. This profile will take into account the known underground utilities and will account for depth of bury and address issues associated with high and low points in the waterline. Design of service lines connections will not be included in this task because this work is covered by our standard details.

With the design complete for the improvements, SMA will estimate the quantities for all of the proposed items and will prepare unit cost price estimates for each of the items using our database of existing projects and other means. SMA will prepare the contract documents by utilizing the form required by the NMED. This task includes modifying the standard contract to match this project and preparing a bid schedule. SMA will also prepare supplemental technical specifications that are not covered by the New Mexico Standard Specifications for Public Works Construction (NMSSPWC). SMA does not anticipate that there will be significant supplemental technical specifications needed for this project.

SMA will submit the pre-final plans, contract documents and specifications (Construction Documents) to NMED CPB for their review concurrent with the design review with Owner. SMA's intention is to address all of the comments from the Owner together with the comments from NMED at the same time.

Design Review with Owner: SMA will conduct a meeting with the Owner's representative to review the pre-final design. SMA will deliver three (3) copies of the pre-final Construction Documents and the construction cost estimate prior to this design review meeting. The purpose of this meeting will be to identify any issues with the alignment, profiles and connections for the improvements and to ensure design is acceptable to the owner. Some possible issues that we hope to identify at this stage include: private or public utilities that were not identified on the available record drawings, landscaping or structures that were not identified on the topographical survey, owner preferences for the improvements and connections related to operation and maintenance.

As noted above, the design will be based on the improvements proposed in the September 2014 Valle Del Rio Water System Evaluation Report, including

- water service line replacement within Valle Del Rio
- supply well replacement
- existing storage tank rehabilitation
- replacement of fire hydrant
- SCADA system installation
- backup generator installation
- 165,000-gallon storage tank construction

SMA will develop a construction plan set with a copy to be submitted to the Owner and to each of the funding agencies for review. SMA will also keep in contact with the review agencies to ensure their respective awareness of the design progress and to expedite approval of the plans.

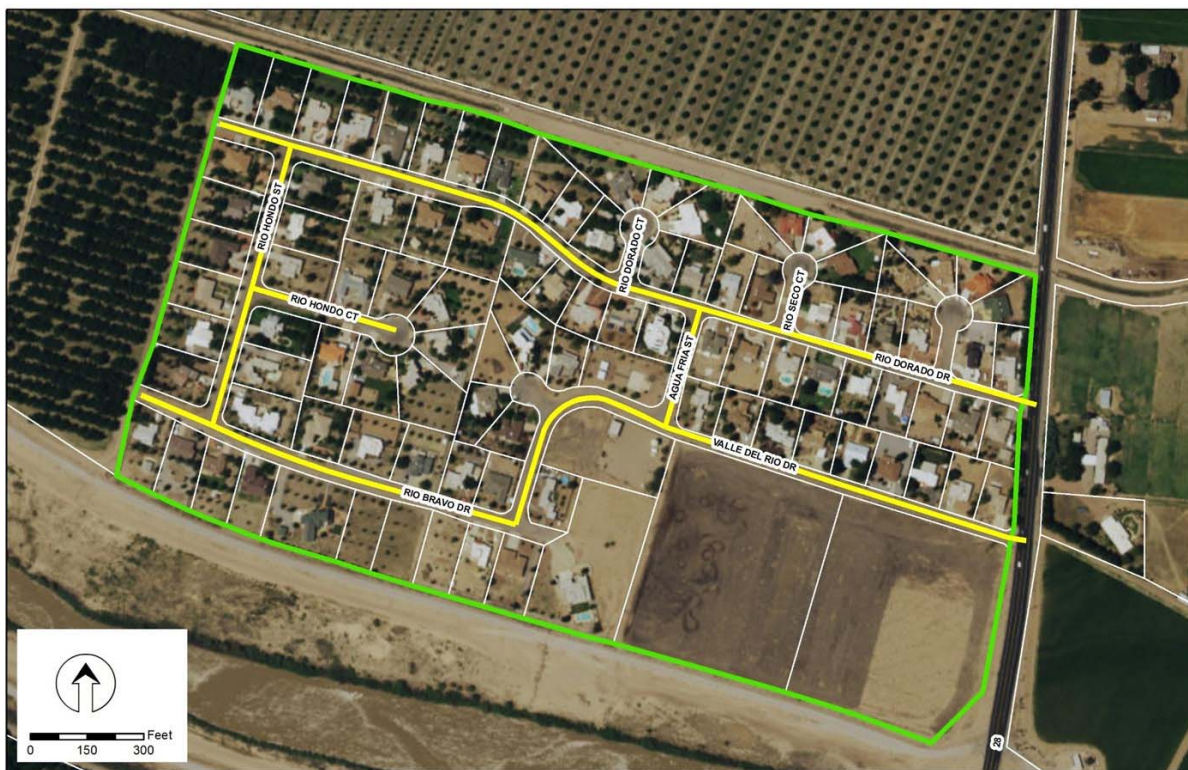
## **P4T20- Final Design**

Final design will include revisions to the construction plans based on review comments received, development of a draft bid package and submittal of these items to the appropriate review agencies. SMA will make revisions to attempt to incorporate the design review comments obtained in the reviews with the Owner and NMED. The contract documents will be updated to include applicable wage rates as required by the funding agency. SMA will advise Lower Rio Grande PWWA of any adjustments to the opinion of probable construction costs and any adjustments to the total project costs known to SMA. SMA will revise the plans and compile the technical specifications and contract documents into a single master package. SMA will re-submit the revised Construction Documents to NMED and Funding Agency as needed based on review comments received. SMA will produce a final 24" x 36" plan set and a final unbound set of the contract documents and specifications. These final documents will be used to make copies for distribution to the Owner and for distribution during bidding. SMA will deliver three (3) hardcopies of the final Construction Documents and the construction cost estimate (and one digital pdf copy) to the Owner after production.

SMA will submit right-of-way Permit applications with the final plans to the NMDOT and Dona Ana County. SMA will relay comments received during the permitting process to the Owner to ensure that the Owner is in agreement with design changes needed.

*Note: SMA has not included funding for application fees or insurance fees that may be required by right of way management agencies. These fees, should they be required, shall be paid directly by the Owner.*

**Figure 1 - Project Limits**





## Summary of Cost Proposal

Souder, Miller & Associates

### Professional Services and Expenses Task/Hours/Fee Breakdown Related To

**Project Description:** Valle Del Rio Water System Improvements  
**Project Number:** 6324643  
**Owner:** Lower Rio Grande PWWA  
**Date of Submittal:** February 12, 2016  
**Tax Rate on Services:** 8.3125%

#### TOTALS

PHASE/ CATEGORY OF WORK	Subtotal	NMGRT	Total
P2T02 - Preliminary Engineering Report	\$ 24,998.00	\$ 2,077.96	\$ 27,075.96
P3T01 - Field Survey and Mapping	\$ 7,700.00	\$ 640.06	\$ 8,340.06
P3T20 - Preliminary Design	\$ 24,900.00	\$ 2,069.81	\$ 26,969.81
P4T20 - Final Design	\$ 18,952.00	\$ 1,575.39	\$ 20,527.39
<b>TOTALS</b>	<b>\$ 76,550.00</b>	<b>\$ 6,363.22</b>	<b>\$ 82,913.22</b>

**EXHIBIT A.2 - COST PROPOSAL**

**Souder, Miller & Associates**

**Professional Services and Expenses Task/Hours/Fee Breakdown Related To**

**PLANNING PHASE - BASIC ENGINEERING SERVICES**

**Project Description:** Valle Del Rio Water System Improvements  
**Project Number:** 6324643  
**Owner:** Lower Rio Grande PWWA  
**Date of Submittal:** February 12, 2016  
**Tax Rate on Services:** 8.3125%

Note: Figures in this table do not include tax.

Job Description	Principal	Senior Design Manager	Senior Eng./Sur. Mgr. II	Project Eng./Sci. Mgr II	Staff EIT/LSIT Sci. II	Eng/CAD Surv/Field Tech III	Admin II	Mileage	Expenses	Total SMA	Total Task
Billing Rate per Unit	\$ 200	\$ 180	\$ 160	\$ 120	\$ 90	\$ 85	\$ 65	\$ 0.54	\$ 1.00		
Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Mi	Actual	\$	\$
Task											
<b>P2T02 - Preliminary Engineering Report</b>											
Project Start-Up											
NMED Interview			1	1						\$ 280.00	
Start-Up Meeting w/ Design Team		1	1	1	1					\$ 550.00	
Project Management Plan				2						\$ 240.00	
On-Going Project Management											
Monthly Budget Tracking				1			4			\$ 380.00	
Monthly Progress Reports				2						\$ 240.00	
General Project Management				1						\$ 120.00	
Plan of Approach											
Report Outline / Approval			1	1	2					\$ 460.00	
Data and Meas. (Below):											
Gather Drawings / Records				2	4					\$ 600.00	
Interview Maintenance Staff				3	3					\$ 630.00	
Studies / Schematics (Below):											
Growth Analysis				1	4					\$ 480.00	
Development of Water Model			1	1	8					\$ 1,000.00	
Existing Facilities				1	2					\$ 300.00	
Need for Project				2	8					\$ 960.00	
Identify Alternatives/Eval Criteria			1	1	30					\$ 2,980.00	
Development of Figures				1	16	40				\$ 4,960.00	
Evaluation of Alternatives			1	1	16					\$ 1,720.00	
Proposed Project			1	1	8					\$ 1,000.00	
Develop Probable Project Cost Estimate			1	1	8					\$ 1,000.00	
Conclusion and Recommendations		1	1		6					\$ 880.00	
Executive Summary			1		7					\$ 790.00	
Produce Report					4		4		200	\$ 820.00	
Public / Client Meetings (Below):											
Meetings with Client (2 Mtgs)		2	1		2			40	20	\$ 741.60	
Public Infor Meeting (1 Mtg)			1	1	2		5	40	80	\$ 886.60	
Internal QA/QC			7		8					\$ 1,840.00	
Revise Based on comments	1		1	2	6					\$ 1,140.00	
<b>Subtotal Hours:</b>	<b>1</b>	<b>4</b>	<b>20</b>	<b>27</b>	<b>145</b>	<b>40</b>	<b>13</b>	<b>80</b>	<b>300</b>	<b>\$ 24,998.20</b>	<b>\$ 24,998</b>
<b>Subtotal Cost:</b>	<b>\$ 200</b>	<b>\$ 720</b>	<b>\$ 3,200</b>	<b>\$ 3,240</b>	<b>\$ 13,050</b>	<b>\$ 3,400</b>	<b>\$ 845</b>	<b>\$ 43</b>	<b>\$ 300</b>	<b>\$ 24,998.20</b>	

**Total Cost of Planning Phase Services: \$ 24,998**

**EXHIBIT B.2 - COST PROPOSAL**

**Souder, Miller & Associates**

**Professional Services and Expenses Task/Hours/Fee Breakdown Related To**

**DATA COLLECTION SURVEY PHASE - BASIC ENGINEERING SERVICES**

**Project Description:** Valle Del Rio Water System Improvements  
**Project Number:** 6324643  
**Owner:** Lower Rio Grande PWWA  
**Date of Submittal:** February 12, 2016  
**Tax Rate on Services:** 8.3125%

Note: Figures in this table do not include tax.

Job Description	Principal	Senior Design Manager	Senior Eng./Sur. Mgr. II	Project Eng./Sci. Mgr II	Project Eng./Sci. Mgr I	Eng/CAD Surv/Field Tech III	Admin II	GPS	Mileage	Expenses	Total SMA	Total Task
<b>Billing Rate per Unit</b>	\$ 200	\$ 180	\$ 160	\$ 120	\$ 105	\$ 85	\$ 65	\$ 20	\$ 0.54	\$ 1.00		
<b>Unit</b>	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Mi	Actual	\$	\$
<b>Task</b>												
<b>P3T01 - Field Survey and Mapping</b>												
Survey Plan / Instructions				1							\$ 120.00	
Project Meeting	1	1	1	1	1						\$ 765.00	
Survey Research:												
Utility Locations				1							\$ 120.00	
Right of Way / Easements				1							\$ 120.00	
Property Ownership				1		1					\$ 205.00	
Obtain Permission to Survey				1							\$ 120.00	
Perform Field Research				1		2	1				\$ 355.00	
Perform Field Survey												
Rio Dorado Road				4		4		4	40	20	\$ 941.60	
Valle Del Rio Dr.				4		4		4			\$ 900.00	
Rio Bravo Street				4		4		4	40	20	\$ 941.60	
Rio Hondo Street				4		4		4			\$ 900.00	
Pump/Tank Site				3		3		4	40	20	\$ 736.60	
Establish Utility & RW Location				2		2		2			\$ 450.00	
Establish Control Points				1							\$ 120.00	
Download Data / tins & contours				1		3					\$ 375.00	
Prepare Mapping				1		2					\$ 290.00	
Verify Accuracy of Survey				2							\$ 240.00	
<b>Subtotal Hours:</b>	1	1	1	33	1	29	1	22	120	60	\$ 7,699.80	\$ 7,700
<b>Subtotal Cost:</b>	\$ 200	\$ 180	\$ 160	\$ 3,960	\$ 105	\$ 2,465	\$ 65	\$ 440	\$ 64.8	\$ 60	\$ 7,699.80	

**Total Cost of Engineering Services during the Survey Phase: \$ 7,700**

**EXHIBIT B.2 - COST PROPOSAL**

**Souder, Miller & Associates**

**Professional Services and Expenses Task/Hours/Fee Breakdown Related To**

**DESIGN PHASE - BASIC ENGINEERING SERVICES**

**Project Description:** Valle Del Rio Water System Improvements  
**Project Number:** 6324643  
**Owner:** Lower Rio Grande PWWA  
**Date of Submittal:** February 12, 2016  
**Tax Rate on Services:** 8.3125%

Note: Figures in this table do not include tax.

Job Description	Principal	Senior Design Manager	Senior Eng./Sur. Mgr. II	Project Eng./Sci. Mgr II	Staff EIT/L/SIT Sci. II	Eng/CAD Surv/Field Tech III	Admin II	Expenses	Total SMA	Sub Contracts	Total Task
Billing Rate per Unit	\$ 200	\$ 180	\$ 160	\$ 120	\$ 90	\$ 85	\$ 65	\$ 1.00			
Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Actual	\$	\$	\$
Task											
<b>P3T20 - Preliminary Design</b>											
Client Interview / Programming			1	1	1				\$ 370.00		
Start-Up Meeting w/ Design Team		1	1	1	1	1		40	\$ 675.00		
Ongoing Project Management											
Monthly Budget Tracking				2					\$ 240.00		
Monthly Progress Reports				2					\$ 240.00		
Project Management Plan/Coord.				1	2				\$ 300.00		
Preliminary Design (Below):											
Dwg / Detail Plan / Spec Outline									\$ -		
Cover				2		5			\$ 665.00		
Index / Notes			0.5	2		5			\$ 745.00		
Abbreviations / Legend			0.5	2		5			\$ 745.00		
Meter / Hydrant Location Map			0.5	2		8			\$ 1,000.00		
Tank Site Plan			0.5	2		8			\$ 1,000.00		
Booster Station Details (2)			0.5	2		10			\$ 1,170.00		
Tank Details (2)			0.5	2		8			\$ 1,000.00		
Electrical/SCADA Plan (2)			0.5	2		10			\$ 1,170.00	\$ 1,320.00	
Traffic Control			0.5	2		8			\$ 1,000.00		
Details			0.5	2		8			\$ 1,000.00		
Geotechnical Report			1	1	2				\$ 460.00	\$ 4,400.00	
Coordination w/ Utility Comps				2	2				\$ 420.00		
RAW & Permitting Requirements				2	2				\$ 420.00		
Production				2	2	4	4	200	\$ 1,220.00		
In-House Quality Control		4	12	2	2	4			\$ 3,400.00		
Design Review		2	4	2	4	4			\$ 1,940.00		
<b>Subtotal Hours:</b>	\$ -	\$ 7	\$ 24	\$ 38	\$ 18	\$ 88	\$ 4	\$ 240	\$ 19,180.00	\$ 5,720.00	<b>\$ 24,900</b>
<b>Subtotal Cost:</b>	\$ -	\$ 1,260	\$ 3,760	\$ 4,560	\$ 1,620	\$ 7,480	\$ 260	\$ 240	\$ 19,180.00		

**Total Cost of Preliminary Design Phase Services: \$ 24,900**

**EXHIBIT B.2 - COST PROPOSAL**

**Souder, Miller & Associates**

**Professional Services and Expenses Task/Hours/Fee Breakdown Related To**

**DESIGN PHASE - BASIC ENGINEERING SERVICES**

**Project Description:** Valle Del Rio Water System Improvements  
**Project Number:** 6324643  
**Owner:** Lower Rio Grande PWWA  
**Date of Submittal:** February 12, 2016  
**Tax Rate on Services:** 8.3125%

Note: Figures in this table do not include tax.

Job Description	Principal	Senior Design Manager	Senior Eng./Sur. Mgr. II	Project Eng./Sci. Mgr II	Staff EIT/LSIT Sci. II	Eng/CAD Surv/Field Tech III	Admin II	Mileage	Expenses	Per Diem	Total SMA	Sub Contracts	Total Task
Billing Rate per Unit	\$ 200	\$ 180	\$ 160	\$ 120	\$ 90	\$ 85	\$ 65	\$ 0.54	\$ 1.00	\$ 140			
Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Mi	Actual	Days	\$	\$	\$
Task													
<b>P4T20 - Final Design</b>													
R/W & Utility Adjustment Req's				2							\$ 240.00		
Utility Coordination				2		2					\$ 410.00		
Final Design (Below):													
Cover				0.5		1					\$ 145.00		
Index / Notes				0.5		1					\$ 145.00		
Abbreviations / Legend				0.5		1					\$ 145.00		
Meter/Hydrant Location Map			1	2		4					\$ 740.00		
Tank Site Plan			1	2		4					\$ 740.00		
Booster Station Details (2)			1	2		4					\$ 740.00		
Tank Details (2)			1	2		4					\$ 740.00		
Electrical/SCADA Plan (2)			1	2		2					\$ 570.00	\$ 2,750.00	
Traffic Control				0.5		1					\$ 145.00		
Details				2		2					\$ 410.00		
Prepare Technical Specifications				4	14						\$ 1,740.00		
Prepare Contract Documents				3	10						\$ 1,260.00		
Prepare OPCC				2	8						\$ 960.00		
Production					4		4	40	200		\$ 841.60		
In-House Quality Control	2	2	8		4						\$ 2,400.00		
Address Agency/Client Comments		0.5	1	2	8	8					\$ 1,890.00		
Design Review		2	4	2	4	4					\$ 1,940.00		
<b>Subtotal Hours:</b>	<b>2</b>	<b>4.5</b>	<b>18</b>	<b>31</b>	<b>52</b>	<b>38</b>	<b>4</b>	<b>40</b>	<b>200</b>	<b>0</b>	<b>\$ 16,201.60</b>	<b>\$ 2,750.00</b>	<b>\$ 18,952</b>
<b>Subtotal Cost:</b>	<b>\$ 400</b>	<b>\$ 810</b>	<b>\$ 2,880</b>	<b>\$ 3,720</b>	<b>\$ 4,680</b>	<b>\$ 3,230</b>	<b>\$ 260</b>	<b>\$ 22</b>	<b>\$ 200</b>	<b>\$ -</b>	<b>\$ 16,201.60</b>		

**Total Cost of Final Design Phase Services: \$ 18,952**



# LOWER RIO GRANDE

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## Public Water Works Authority

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325 Holguin Road Box C Vado, New Mexico 88072 (575) 233-5742

## MEMBER - CUSTOMER POLICIES

These policies are issued in compliance with NMSA 1978 73-26-1 and the Governance Document of the Lower Rio Grande Public Water Works Authority and are designed to govern the supplying and taking of services rendered by the Authority. These policies are subject to change from time to time to ensure the proper management of the Authority and until the Authority is no longer indebted to the United States of America, all changes must be approved by the State Director of Rural Development, Department of Agriculture) (hereinafter called "Director"). If a provision of the Member & Customer Policies should conflict with a provision of the Governance Document, the Governance Document provision shall prevail.

### **1. MEMBER APPLICATION FOR WATER/SEWER SERVICE.**

**A. Application.** Water/Sewer service will be available subject to the capacity of the Authority's facilities. All persons wishing to obtain Membership/water/sewer service from the Authority must be property owners within the Authority's service area as defined in the Authority's Governance Document Article II Section 2.01. Corporations and co-owners of a property are entitled to one Membership/one vote and must make a written designation of the individual person who is eligible to vote or run for office in their application. Renters shall obtain water/sewer service as stated in Paragraph 1.D. below.

### **B. Applicants must provide:**

- i. Completed and signed MEMBER APPLICATION FOR WATER/SEWER SERVICE (Attachment #1)
- ii. Completed and signed WATER/SEWER USERS AGREEMENT for each connection to the Authority's water or sewer system (Attachment #2)
- iii. Copies of Applicants' photo identification, proof of property ownership, parcel ID number, map code and county designated street address for the property where the service connection will be located.
- iv. Payment of non-refundable Membership Fee, hookup fee, and all other applicable fees from the FEE SCHEDULE (Attachment #2) established by the Authority



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## Public Water Works Authority

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- v. If a mobile home is to be placed on the property, the Applicant must provide the Authority with a copy of an approved MHP (mobile home installation permit) from Dona Ana County's Mobile Home Section. This permit shall be for residency and not for storage purposes. For site built homes, a copy of the building permit shall be provided. For applicants who cannot provide proof of either of these county permits, a Conditional Service Connection may be approved, as long as the service is in compliance with USDA Rural Development regulations. Should the County subsequently take action subsequently to remove the structure from the Applicant's property; the property owner will not be reimbursed by the Authority for any fees or costs incurred as a Member, nor does the Authority assume any liability for providing service conditionally without proof or a permit from the County.
- vi. The Applicant shall check with the Lower Rio Grande PWWA regarding any outstanding account balances. Service will not be provided until all outstanding balances are paid in full. See Attachment #8 Real Estate Contract Policy.

**C. Approval of Application.** Upon submitting of an Application, Water/Sewer Users Agreement, all required documentation and payment of a membership fee, the General Manager or Designee shall promptly review and make a decision on the application. If the application is not approved, the Membership fee shall be refunded. Once the membership application is approved, the fee is not refundable and a non-transferrable Membership Certificate will be issued after the service is installed. Incomplete applications may be grounds for denial of service. A Membership fee must accompany the Application (if applicable). Water/Sewer service will not be available until these forms have been completed, approved by the Authority and all applicable fees have been paid in full. **Please note that this is for a simple installation.**

**D. Water/Sewer Services for Rental Property.** Applications for renters' water/sewer service may be approved by the General Manager or Designee of the Authority, but only if the property owner's Membership is current and in good standing. The property owner shall be the Member and responsible for all bills incurred, but the Authority will send bills to renters if requested by the Member. However, landlords renting properties serviced by the Authority must



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## Public Water Works Authority

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have each renter come in and complete a Renter's Application for water/sewer service. Both the Member and the renter must sign the Application. All renters must first pay a Renter's Deposit before service is made available. The deposit shall be refunded when the renter leaves, provided that the renter submits a Renter's Exit Form, account balance and any pending charges are paid in full. Upon receiving Renter's Exit Form, the Authority will obtain a final meter reading, issue a prorated final bill, apply the Renter's Deposit to the account balance, and refund any credit balance to the Renter.

- E. Water Rights and Fees.** New Members or current Members requesting additional service connections will be required to provide water rights transferable to the Authority or pay a fee associated with the acquisition of additional water rights.

## **2. WATER/SEWER SERVICE.**

- A. Water/Sewer Service Ready to be Connected.** Once the application process has been completed by the property owner and the application has been approved by the Authority and all applicable fees have been paid in full, hook-up will be installed by a certified operator employed by the Authority consisting of a water metering facility at the main water line easement or a sewer line stub-out will at the collection line easement, whichever is applicable. An Authority water meter connection is required for sewer connection.
- B. Shut-off Valve.** Each water metering facility shall have a shut-off valve on the Member/customer-side of the meter. This valve shall be installed and maintained by the Member/customer. The intent of the valve is for the Member/customer to be able to shut off and reopen their service in the event of an emergency or when they make repairs on their service lines within their property. After normal business hours, the Authority shall assess a fee to open or close the service when requested by the Member and/or customers.
- C. Additional facilities required for Service.** Service connections requiring additional facilities as required by the Authority's Policies and/or system design criteria and/or by State or Federal agencies, shall be installed by the Authority or by the Member(s)/customer(s) requesting or receiving the service. The





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Member(s)/customer(s) are responsible for costs and fees associated with the additional facilities to include the maintenance, repair and replacement of the additional facility.

- D. Sale of service(s).** Water and wastewater service is for the sole use of the Member or customer, who applied for and was approved to receive service. Members or customers are prohibited from re-selling service(s) being provided by the Authority.
- E. Connection to Private System.** There shall be no physical connection between any private water system/well and the water system of the Authority and there shall be no physical connection between any private sewage disposal system and the sewer system of the Authority. A representative of the Authority shall have the right at all reasonable hours to enter upon Member's premises for the purpose of inspection and enforcement of this provision. Violation of this provision is cause for immediate disconnection of a member's water service. If a backflow prevention valve is installed, the Member will pay for all expenses incurred.
- F. Continuity of Service.** The Authority will make all reasonable efforts to supply continuous, uninterrupted service. However, it shall have the right to interrupt service for the purpose of making repairs, connections, extension, or for other necessary work. Water service to customers who fail to repair a leaking wastewater service line or septic facility located on their property within one (1) week, and which is deemed by the Authority to be causing an environmental or health hazard, may be disconnected by the Authority until the repair is made. Efforts will be made to notify Members and customers who may be affected by such interruptions, but the Authority will not accept responsibility for losses, which might occur due to such necessary interruptions of service or shortage of water supply.
- G. Water Shortage.** In the event of a shortage of water, the Authority shall take appropriate measures, (such as restrictions to water use and acquisition of additional water) to meet the needs of the Authority.



# LOWER RIO GRANDE

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## Public Water Works Authority

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**H. Rates and Fees.** The Authority Schedule of Rates & Fees (Attachment #2) is attached to and made a part of this Policy.

**I. Minimum Charge.**

- i. Water/Sewer services shall be considered ready to use when the Authority maintains the water supply at normal pressure at the point of delivery in readiness for the Member's use, regardless of whether or not the Member makes use of it or when collection line is ready to convey sewage. Charges shall be made for services as of the date service is ready to use.
- ii. All Authority members/customers are subject to at least the minimum water/sewer charge as long as water/sewer service is connected and ready to use. Failure to pay for the minimum water service within the time provided herein and after due notification by the Authority shall be grounds for a penalty and/or disconnection of service.
- iii. An active Member may voluntary activate or deactivate their water service for a fee. However, Activation or Deactivation of service is required unilaterally for both water and sewer and requires a signed statement by the member requesting the meter being activated or deactivated. During Deactivation the member will not be assess a minimum charge for deactivated service. Activation commences the initiation of billing for that service. **Any recorded water/sewer usage on a Deactivated service is a violation of this policy and is grounds for a penalty fee (See FEE SCHEDULE—Attachment #2) or disconnection of service at any facility in service for the Member.**

**J. Legal/Illegal Water/Sewer Service Connection.** Water/Sewer service shall consist of facilities to supply water at normal operating pressure of the system to one dwelling or commercial unit at the meter or sewer stub-out. Water/Sewer service is for the sole use of the member, his agent(s) or tenant(s) **at the location requested only**, and does not permit the transfer or cross-connection of water by any means to another dwelling or commercial unit. Multiple connections are prohibited by the Authority and are unfair to the Members of the Authority. A



# LOWER RIO GRANDE

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## Public Water Works Authority

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representative of the Authority shall have the right at all reasonable hours to enter upon a Member's premises for the purpose of inspection and enforcement of this provision. **A violation of this policy is grounds for a penalty (See FEE SCHEDULE—Attachment #2) or disconnection of service at any facility in service for the Member.** An **Additional Minimum Policy** has been adopted to address certain types of multiple connections for both water and sewer connections.

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# LOWER RIO GRANDE

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## Public Water Works Authority

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### 3. METERING FACILITIES.

- A. Metering of Water Service.** Water service will be metered at each individual dwelling or place of business. Multiple dwellings **shall not** be connected to one service connection unless as outlined in the **Additional Minimum Policy**. Meter facilities shall be installed by the Authority.
- B. Metering Facilities/ Tampering.** Metering facilities shall be installed, owned and maintained by the Authority and shall be paid for by the Member. These shall consist of service clamp, corporation stop, service line, meter yoke, meter box, backflow device, and meter. Metering facilities are for the sole use of the Authority. **A violation of this policy is grounds for a penalty (See FEE SCHEDULE—Attachment #2) or disconnection of service at any facility in service for the Member. Tampering with meter facilities is a violation of Authority Policy and in some cases a violation of State and/or Federal law which may be reported to the appropriate law enforcement agency and prosecuted.**
- C. Location of Metering Facilities.** Metering facilities shall be located at the main line or at the member's property line. In special cases where this is not practical, the location shall be agreed upon jointly by the General Manager or Designee and the Member. Should the location be within the member's property, he/she shall grant the Authority an easement of right-of-way and the right of ingress and egress to said property for the purposes of servicing or removing the metering facilities.
- D. Meter Accuracy.** Water meters, where errors do not exceed two (2%) percent fast or slow, shall be considered as being within the allowable limits of accuracy for billing purposes.
- E. Meter Testing.** Meter testing requested by Members will be performed without cost to the Member, if the meter is found to be off in excess of two (2%) percent. Otherwise, the Member for whom the required testing was made will be charged for the cost of making the test.



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**F. Meter Reading.** Meters will be read by the Authority on a regular monthly schedule, and different areas of the system may be on different meter reading and billing cycles. If a meter cannot be read, the Authority will bill the Member for the average water used during the prior three months until such time as adjustments can be made for actual water used.

#### **4. BILLING AND PAYMENT FOR WATER/SEWER SERVICE.**

##### **A. Dates:**

**Bill Date** Cycle #1 bills are sent on the 1<sup>st</sup> of the month. Additional Cycles may be added as needed due to growth of the customer base.

**Due date** is twenty-five days after the billing date for the cycle. Cycle #1 bills are sent on the 1<sup>st</sup> of the month, and the due date is the 25<sup>th</sup>. Additional Cycles may be added as needed due to growth of the customer base.

**Overdue date** is 3:00 p.m. on the due date.

**Delinquency date** is thirty (30) days after the bill date

Fees for Disconnection of Service, Bad Checks, Meter Tampering, and Open or Close Water Service After Hours are due immediately and are subject to overdue and delinquent penalties.

**B. Billing of Water/Sewer Service.** All Authority Members are subject to at least the minimum water and minimum sewer charges as soon as water/sewer service is available, as defined in "Water/Sewer Service". The Authority shall bill the membership **monthly** for water/sewer service from actual meter readings and/or at the rates set forth on the approved water/sewer rate schedule attached to this Policy. All water metered as used by the member shall be subject to the rate schedule, including water leaked from a member's line.

**C. Payment of Water/Sewer Service Bills.** Bills for water/sewer service are due and payable at the location indicated on the bill or at the location determined by



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the Board of Directors. Payment of a bill is due on the **due date** and becomes **overdue at 3:00 p.m. on that date**. To be timely, payments must be received in the Authority's offices on or before **3:00 p.m. on the due date** to avoid overdue penalties. Payments made by check shall not be held. All checks received shall be deposited.

**D. Overdue Accounts.** Overdue amounts are assessed a **penalty of 15% of the amount due per month**. Failure to pay for water/sewer service will result in disconnection of water service SEE below.

**E. Delinquent Accounts/Notification & Disconnection of Service.** Accounts become delinquent and subject to disconnection of water service thirty (30) days after the billing date. **Delinquent notice is outlined in the printed bill, no further notice will be provided.** Payment to the account which does not pay the delinquency in full will be insufficient to avoid disconnection unless arrangements for a payment plan have been approved in writing by the Customer Service Specialist at the request of the member prior to water being shut off. The Customer Service Specialist has discretion regarding whether to agree to a payment plan.

**F. Negotiation of Payment Agreement.** To avoid disconnection of services, the Customer Service Specialist and a current customer and/or Member may negotiate a monthly payment schedule for the delinquent amount, provided that at the time of the agreement, the customer and/or Member shall pay as an initial deposit fifty percent (50%) of the overdue amount.

If services are disconnected, the Customer Service Specialist and the customer and/or Member may still negotiate a monthly payment schedule for the delinquent amount. Services will be reinstated provided that the current account holder and/or member pays the delinquency fee and fifty percent (50%) of the overdue amount.

**G. Returned Checks/Delinquent Accounts.** If a payment by check is returned for insufficient funds, the balance due plus returned check fee, and any other applicable fees shall be added to the account, which thereafter will be required to be paid in cash.



# LOWER RIO GRANDE

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## Public Water Works Authority

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**H. Disconnection of Water Service.** Any water service which has been disconnected due to a delinquent account shall not be reconnected until the account has been paid in full.

The delinquency fee is applied after the delinquency date has occurred and the disconnection list is generated, which is thirty (30) days after billing date and whether services have or have not been physically terminated through closing, locking or removing of water meter.

**I. Delinquent Accounts.** When an account balance reaches sixty (60) days, the customer will be required to pay a deposit (See Schedule of Rates & Fees- Attachment #2) which will be refundable after the account balance has been kept current for a period of twelve (12) consecutive months.

**J. Membership in Default.** When an account balance reaches six (6) months, the membership is deemed to be in default, and collection procedures will be initiated.

**K. Termination of Membership & Liens.** If a member's account is delinquent for twelve (12) months after disconnection of water service, the amount due may be considered uncollectible and the membership shall be cancelled. Water service for **all** accounts associated with the terminated membership will be terminated. The Authority may file a lien against property owned by the member, initiate further collection procedures, and/or use any other available means to collect the amount owed and resolve the default. After a membership is terminated, a request for reconnection shall be subject to payment of a new **membership fee and connection fees**.

**L. Water/Sewer Service to the Seriously Ill.** The Authority will not terminate water/sewer service to any residence where a seriously ill person resides provided that:

**i. \_\_\_\_\_** A letter from a practitioner of the healing arts stating that discontinuance of service will endanger that person's life or health is filed with the Authority and



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such letter is updated and filed with the Authority every **ninety (90) days** thereafter and;

**ii.** \_\_\_\_\_ The Member/Customer enters into a Negotiated Payment Agreement with a monthly payment schedule for the delinquent amount.

### **5. SERVICE CONNECTIONS BEYOND THE DISTRIBUTION/COLLECTION SYSTEM/SERVICE AREA**

#### **A. Extension of Water Mains/Sewage Collection Lines for One Individual.**

Mains/Collection lines and service lines laid beyond the Authority's existing water/sewer system will **be installed to the Authority's specifications and paid for by the individual applying for Membership**. Individuals are not authorized to add service lines to the water and/ or wastewater system. The individual must provide easements to the Authority as needed.

#### **B. Extension of Water Mains/Sewage Collection Lines for a Group of Individuals.**

In cases where a group of individuals is applying for membership, the General Manager will consider such extension provided that the cost of such an extension does not cause hardship to the Authority's current members. Landowners seeking Membership into the Authority shall provide easements to the Authority as needed.

**C. Extension of Water Mains/Sewage Collection Lines Not Covered Above.** The Board of Directors may enter into special service contracts in cases where the applicant has unusual service requirements. However, in no case will the Authority enter into such a contract before obtaining approval from any funding agency review and approval of the contract from the Authority has indebtedness.

### **ATTACHMENTS:**

1. MEMBER APPLICATION FOR WATER/SEWER SERVICE





# LOWER RIO GRANDE

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## Public Water Works Authority

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2. SCHEDULE OF RATES & FEES
3. ADDITIONAL MINIMUM POLICY
4. WATER USERS AGREEMENT
5. SEWER USERS AGREEMENT
6. RENTER'S APPLICATION FOR SERVICE
7. RENTER'S EXIT FORM
8. REAL ESTATE CONTRACT POLICY
9. OWNER ACCOUNT INFORMATION FORM
10. WATER LEAK ADJUSTMENT POLICY
11. PAYMENT AGREEMENT – DELINQUENT ACCOUNTS
12. PAYMENT AGREEMENT – SERVICE INSTALLATION
13. SERVICE ACTIVATION/DEACTIVATION STATEMENT
14. BILLING ADJUSTMENT REQUEST FORM
15. BULK WATER AGREEMENT
16. CROSS CONNECTION PREVENTION AND CONTROL POLICY



**Accounting &  
Consulting Group, LLP**

Certified Public Accountants

Lower Rio Grande Public Water Works Authority  
*Communication with those Charged with  
Governance*

FY 2015 Audit Results

Accounting & Consulting Group, LLP

Roxie Samaniego, CPA

Partner

December 14, 2015

# Agenda

- ⊗ Auditors' Opinion and Reports
- ⊗ Communication with those Charged with Governance

# Auditors' Report on the Financial Statement

## ⊗ Modified Opinion

- Qualification over capital assets
- Other areas of the Financial Statements are presented fairly in accordance with accounting principles generally accepted in the United States of America.

# Other Auditors' Reports

GAGAS Report on *Internal Control Over Financial Reporting* and on *Compliance and Other Matters*

Report on Compliance with Requirements That Could Have a *Direct and Material effect on Each Major Federal Program and on Internal Control over Compliance* in Accordance with OMB Circular A-133

- 1 Finding- material weakness

- Unmodified Opinion

# Our Responsibility Under U.S. & Government Auditing Standards

As stated in our engagement letter, our responsibility, as described by professional standards, is to form and **express an opinion** about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements **does not relieve you or management** of your responsibilities.

Our responsibility is to plan and perform the audit in accordance with generally accepted auditing standards issued by the AICPA and the Comptroller General of the United States, and to design the audit to obtain **reasonable, rather than absolute, assurance** about whether the financial statements are free of material misstatement.

Our audit of financial statements includes **consideration of internal control** over financial reporting as a basis for designing audit procedures **but not for the purpose of expressing an opinion** on the effectiveness of the entity's internal control over financial reporting. Accordingly, we considered the entity's internal control for the purpose of determining our audit procedures and not to provide assurance concerning such internal control.

We are also responsible for **communicating significant matters related to the financial statement audit** that, in our professional judgment, are relevant to your responsibilities in overseeing the financial reporting process. However, **we** are not required to design procedures for the purpose of identifying other matters to communicate to you.

# Communication with Governing Body

## Matters to be Communicated

### Planned Scope and Timing of the Audit

It is the Auditors' responsibility to determine the overall audit strategy and the audit plan, including the nature, timing and extent of procedures necessary to obtain sufficient appropriate audit evidence and to communicate with those charged with governance an overview of the planned scope and timing of the audit.

## ACG's Comments

The planned scope and timing of the audit was communicated during our audit entrance meeting and was included in the engagement letter and communications with those charged governance for the year ended June 30, 2015.

# Communication with Governing Body

## Matters to be Communicated

### Significant Accounting Policies and Unusual Transactions

The auditor should determine that the Board of Directors are informed about the initial selection of and changes in significant accounting policies or their application. The auditor should also determine that the Board of Directors are informed about the methods used to account for significant unusual transactions and the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

## ACG's Comments

Management has the responsibility for selection and use of appropriate accounting policies. The significant accounting policies used by the Authority are described in the Footnotes to the financial statements. Throughout the course of an audit, we review changes, if any, to significant accounting policies or their application, and the initial selection and implementation of new policies. **New significant pronouncement is GASB Statement No. 68.**

We believe management has selected and applied significant accounting policies appropriately and consistent with those of the prior year.



# Communication with Governing Body

## Matters to be Communicated

### Management Judgments and Accounting Estimates

The Board of Directors should be informed about the process used by management in formulating particularly sensitive accounting estimates and about the basis for the Auditors' conclusions regarding the reasonableness of those estimates.

## ACG's Comments

Management's judgments and accounting estimates are based on knowledge and experience about past and current events and assumptions about future events. We apply audit procedures to management's estimates to ascertain whether the estimates are reasonable under the circumstances and do not materially misstate the financial statements.

Significant management estimates impacting the financial statements include the following: **useful lives of capital assets, net pension liability, and current portion of accrued compensated absences.**

We deemed them to be reasonable.

# Communication with Governing Body

## Matters to be Communicated

### **Management Judgments and Accounting Estimates (Continued)**

Our views about qualitative aspects of the entity's significant accounting practices, including accounting policies, accounting estimates, and financial statement disclosures

## ACG's Comments

The disclosures in the financial statements are clear and consistent. Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users.

# Communication with Governing Body

## Matters to be Communicated

### Difficulties Encountered in Performing the Audit

The Authority Board of Directors should be informed of any significant difficulties encountered in dealing with management related to the performance of the audit.

## ACG's Comments

No significant difficulties were encountered during our audit.

# Communication with Governing Body

## Matters to be Communicated

### **Significant Audit Adjustments and Unadjusted Differences Considered by Management to be Immaterial**

The Authority Board of Directors should be informed of all significant audit adjustments arising from the audit. Consideration should be given to whether an adjustment is indicative of a significant deficiency or a material weakness in the Authority's internal control over financial reporting, or in its process for reporting interim financial information, that could cause future financial statements to be materially misstated.

The Authority Board of Directors should also be informed of uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented that were determined by management to be immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

## ACG's Comments

We noted misstatements detected as a result of audit procedures.

We noted no uncorrected misstatements which are immaterial to the financial statements.

# Communication with Governing Body

## Matters to be Communicated

### Potential Effect on the Financial Statements of Any Significant Risks and Exposures

The Board of Directors should be adequately informed of the major risks and exposures facing the Authority.

### Disagreements With Management

Disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the Authority's financial statements, or the Auditors' report.

## ACG's Comments

The Authority is subject to potential legal proceedings and claims that arise in the ordinary course of business.

We are pleased to report that there were no disagreements with management.

# Communication with Governing Body

## Matters to be Communicated

### Deficiencies in Internal Control

Any material weaknesses and significant deficiencies in the design or operation of internal control that came to the Auditors' attention during the audit must be reported to the Authority Board of Directors.

## ACG's Comments

### Material weakness

FS 2015-001 Capital Asset

### Significant deficiency

None noted

# Communication with Governing Body

## Matters to be Communicated

### Representations requested of management

We requested certain representations from management that are included in the management representation letter.

## ACG's Comments

We will receive these representations in a separate letter from management.

# Communication with Governing Body

## Matters to be Communicated

### Management's consultation with other Accountants

In some cases, management may decide to consult about auditing and accounting matters, If management has consulted with other accountants about an auditing and accounting matter that involves application of an accounting principle to the Authority's financial statements or a determination of the type of Auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts.

## ACG's Comments

We are not aware of any significant accounting or auditing matters for which management consulted with other accountants.



# Communication with Governing Body

## Matters to be Communicated

### Other Material Written Communications

Report to the Board of Directors significant written communications between the auditor and client management.

### Material Uncertainties Related to Events and Conditions (specifically going concern issues)

Any doubt regarding the entity's ability to continue, as a going concern, should be communicated to the Board of Directors.

## ACG's Comments

Other than the engagement letter, management representation letter and communication of those charged with governance, there have been no other significant communications.

No such matters came to our attention.

# Communication with Governing Body

## Matters to be Communicated

### Fraud and Illegal Acts

Fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements should be communicated. We are also required to communicate any illegal acts involving senior management that come to our attention, unless clearly inconsequential.

### Auditors' independence

We are required to communicate in writing, at least annually, all independence-related relationships between our firm and the Authority and provide confirmation that we are independent accountants with respect to the Authority.

## ACG's Comments

The Authority has informed us of no fraud or illegal acts that have come to its attention that would cause a material misstatement to the financial statements or that involved senior management.

We are not aware of any independence-related relationships between our firm and the Authority and hereby confirm that we are independent accountants with respect to the Authority under professional standards.

# Thank You



**Accounting &  
Consulting Group, LLP**

Certified Public Accountants

**At ACG We  
ACHIEVE!**

**A**ppreciation  
**C**ollaboration  
**H**umanitarianism  
**I**nnovation  
**E**njoyment  
**V**igilance  
**E**xcellence

## Roxie Samaniego, CPA

Partner

Accounting & Consulting Group, LLP

El Paso, Texas

[rsamaniego@rpcllp.com](mailto:rsamaniego@rpcllp.com)



**LOWER RIO GRANDE**  

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**Public Water Works Authority**

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**STATE OF NEW MEXICO**

**LOWER RIO GRANDE PUBLIC  
WATER WORKS AUTHORITY**

**ANNUAL FINANCIAL REPORT  
FOR THE YEAR ENDED JUNE 30, 2015**

## **INTRODUCTORY SECTION**

**STATE OF NEW MEXICO**  
Lower Rio Grande Public Water Works Authority  
Annual Financial Report  
June 30, 2015  
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<u>Name</u>	<u>Board of Directors</u>	<u>Title</u>
Robert M. Nieto		Board President
John Holguin		Board Vice President
Alma Boothe		Secretary
Raymundo Sanchez		Director
Carlos Tellez		Director
Mike McMullen		Director
Furman Smith		Director

Administrative Officials

Martin Lopez	General Manager
Kathi Jackson	Finance Manager

**FINANCIAL SECTION**





**Accounting & Consulting Group, LLP**  
Certified Public Accountants

## INDEPENDENT AUDITORS' REPORT

Timothy Keller  
New Mexico State Auditor  
To the Lower Rio Grande Public Water Works Authority Board of Directors  
Lower Rio Grande Public Water Works Authority  
Vado, New Mexico

### **Report on Financial Statements**

We have audited the accompanying financial statements of the business-type activities of the Lower Grande Public Water Works Authority (the Authority), as of and for the year ended June 30, 2015, and the related notes to the financial statements which collectively comprise the Authority's basic financial statements as listed in the table of contents. We also have audited the budgetary comparison presented as supplementary information, as defined by the Governmental Accounting Standards Board for the year ended June 30, 2015, as listed in the table of contents.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatements, whether due to fraud or error.

### **Auditors' Responsibility**

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. Because of the matter described in the 'Basis for Disclaimer of Opinion' paragraph, however, we were not able to obtain sufficient appropriate audit evidence to provide a basis for an audit opinion on the Authority's capital assets.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### **Basis for Qualified Opinion on the Capital Assets of the Business-type Activities Financial Statements**

Material weaknesses in internal controls over the financial close and the reporting process of the capital assets, in combination with, not obtaining sufficient audit evidence of balances presented as of June 30, 2015, has not allowed us to gain reasonable assurance as to whether the capital assets, accumulated depreciation and depreciation expense of the business-type activities of the Authority are presented fairly, in all material respects. The amount by which this departure would affect the ending assets, ending net position, and capital assets of the business-type activities has not been determined.

## Qualified Opinion

In our opinion, except for the effects of the matters described in the 'Basis for Qualified Opinion on the Capital Assets of the Business-type Activities Financial Statements' paragraph, the financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities of the Authority, as of June 30, 2015, and the respective changes in financial position and where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America. In addition in our opinion, except for the effects of the matters described in the "Basis for Qualified Opinion on the Capital Assets of the Business-type Activities Financial Statements" paragraph, the financial statements referred to above present fairly, in all material respects, the budgetary comparison for the year ended June 30, 2015 in accordance with accounting principles generally accepted in the United States of America.

## Other Matters

### *Required Supplementary Information*

Management has omitted the Management's Discussion and Analysis that accounting principles generally accepted in the United States of America required to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

### *Other Information*

Our audit was conducted for the purpose of forming opinions on the Authority's financial statements and the budgetary comparisons. The Schedule of Expenditures of Federal Awards as required by Office of Management and Budget Circular A-133 and *Supporting Schedules II through IV required by 2.2.2 NMAC* are presented for the purposes of additional analysis and are not a required part of the basic financial statements.

The Schedule of Expenditures of Federal Awards and *Supporting Schedules II through III required by Section 2.2.2 NMAC* are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. Such information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of Expenditures of Federal Awards and *Supporting Schedules II through III required by Section 2.2.2 NMAC* are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory section and Supporting Schedule IV has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on them.

## Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 14, 2015 on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

*Accounting & Consulting Group, LLP*

Accounting & Consulting Group, LLP  
Albuquerque, NM  
December 14, 2015

**BASIC  
FINANCIAL STATEMENTS**

**STATE OF NEW MEXICO**  
 Lower Rio Grande Public Water Works Authority  
 Statement of Net Position  
 June 30, 2015

	<u>Business-Type Activities</u>
<b>Assets</b>	
<i>Current assets</i>	
Cash and cash equivalents	\$ 224,848
Investments	11,470
Accounts receivable	110,955
Inventory	523
Prepaid expenses	9,562
<i>Total current assets</i>	<u>357,358</u>
<i>Noncurrent assets</i>	
Restricted cash:	
Customer deposits	46,150
Construction account	376,984
NMFA reserve account	44,303
Capital assets, net of accumulated depreciation	49,769,787
<i>Total noncurrent assets</i>	<u>50,237,224</u>
<i>Total assets</i>	<u><u>\$ 50,594,582</u></u>
<b>Liabilities</b>	
<i>Current liabilities</i>	
Accounts payable	\$ 81,743
Accrued payroll	3,329
Accrued compensated absences	60,942
Current portion of long-term debt	132,369
Gross receipts tax payable	9,666
<i>Total current liabilities</i>	<u>288,049</u>
<i>Noncurrent liabilities</i>	
Long term debt	5,610,565
Customer deposits	46,150
<i>Total noncurrent liabilities</i>	<u>5,656,715</u>
<i>Total liabilities</i>	<u><u>5,944,764</u></u>
<i>Net position</i>	
Net investment in capital assets	44,026,853
Unrestricted	201,678
Restricted	421,287
<i>Total net position</i>	<u>44,649,818</u>
<i>Total liabilities and net position</i>	<u><u>\$ 50,594,582</u></u>

The accompanying notes are an integral part of these financial statements

**STATE OF NEW MEXICO**  
 Lower Rio Grande Public Water Works Authority  
 Statement of Revenues, Expenditures, and Changes in Net Position  
 For the Year Ended June 30, 2015

<i>Operating revenues</i>	
Service fees	\$ 2,279,564
Activation, connection and installation fees	103,164
Late fees	57,508
Membership fees	6,550
Other income	8,478
	<hr/>
<i>Total operating revenues</i>	<u>2,455,264</u>
<i>Operating expenses</i>	
Bank charges	831
Employee benefits	263,475
Materials, supplies, tools and chemicals	246,937
Depreciation	1,092,784
Salaries and wages	934,206
Office expense	115,657
Miscellaneous	18,705
Insurance	74,143
Maintenance and repairs	69,871
Professional fees	26,382
Travel and entertainment	1,424
Utilities	250,446
	<hr/>
<i>Total operating expenses</i>	<u>3,094,861</u>
<i>Total operating loss</i>	<u>(639,597)</u>
<i>Nonoperating revenues (expenses)</i>	
Grant revenue	6,710,977
Interest income	594
Rental income	3,750
Other income	78,609
Interest expense	(115,415)
(Loss) on Sale of Fixed Assets	(764,768)
	<hr/>
<i>Total nonoperating revenues (expenses)</i>	<u>5,913,747</u>
<i>Change in net position</i>	5,274,150
<i>Total net position - beginning of year</i>	<u>39,375,668</u>
<i>Total net position, end of year</i>	<u><u>\$ 44,649,818</u></u>

The accompanying notes are an integral part of these financial statements

**STATE OF NEW MEXICO**  
Lower Rio Grande Public Water Works Authority  
Statement of Cash Flows  
For the Year Ended June 30, 2015

	Business-Type Activities
<i>Cash flows from operating activities</i>	
Cash received from customers	\$ 2,429,359
Cash paid to suppliers and contractors	(1,932,932)
Cash paid to employees for services	(56,788)
<i>Net cash provided by operating activities</i>	439,639
<i>Cash flows from noncapital financing activities</i>	
Rental income	3,750
Other income	78,609
<i>Net cash provided by noncapital financing activities</i>	82,359
<i>Cash flows from capital and related financing activities</i>	
Proceeds from issuance of long-term debt	157,519
Principal payments on long-term debt	(150,937)
Grants	6,710,977
Acquisition and disposal of capital assets	(6,802,184)
<i>Net cash provided (used) by capital and related financing activities</i>	(242,144)
<i>Cash flows from investing activities</i>	
Interest on investments	(10,876)
<i>Net cash used in investing activities</i>	(10,876)
<i>Net increase in cash and cash equivalents</i>	268,978
<i>Cash and cash equivalents - beginning of year</i>	423,307
<i>Cash and cash equivalents - end of year</i>	\$ 692,285
<i>Reconciliation of operating income (loss) to net cash (used) provided by operating activities:</i>	
Operating (loss) income	\$ (639,597)
Depreciation	1,092,784
Adjustments to reconcile operating income (loss) to net cash (used) provided by operating activities:	
Changes in assets and liabilities	
Receivables	(25,382)
Inventory	(523)
Other assets	6,302
Accounts payable	72,569
Accrued expenses	(81,094)
Current accrued compensated absences	14,640
Gross receipts tax payable	9,666
Customer deposits	(9,726)
<i>Net cash (used) provided by operating activities</i>	\$ 439,639

The accompanying notes are an integral part of these financial statements

**STATE OF NEW MEXICO**  
Lower Rio Grande Public Water Works Authority  
Notes to Financial Statements  
June 30, 2015

**NOTE 1. HISTORY AND ORGANIZATION**

Lower Rio Grande Public Water Works Authority “the Authority” was organized in 2009 and commenced operations in November of 2010. The Authority supplies water to occupants and residents within the vicinity of the communities of Mesquite and Vado, County of Dona Ana, New Mexico. Sales revenues are generated primarily from water supply sales to domestic and commercial users.

The Authority has a Board of Directors that consists of seven (7) members who are responsible for legislative and fiscal control of the Authority. The Board is also responsible for administrative control of the Authority.

In September 2008, the Board of Directors of Mesquite Mutual Domestic Water Consumer and Mutual Sewage Works Association, according to the Sanitary Project Act, Section 3-29-20-1, NMSA 1978, approved a plan of merger with (1) Berino Mutual Domestic Water Consumer and Mutual Sewage Works Association, (2) Desert Sands Mutual Domestic Water Consumer Association, (3) La Mesa Mutual Domestic Water Consumers Association, (4) Vado Mutual Domestic Water Consumers Association and (5) Lower Rio Grande Mutual Domestic Water Association all serving unincorporated communities within Dona Ana County, New Mexico. The merger is still ongoing since Mutual Domestic Water Consumer Association and Mesquite Mutual Domestic Water Consumer and Mutual Sewage Works Association are receiving funds to complete projects that will be transferred to the Authority when the projects are complete.

In September 2012, October 2012 and February 2013, the Board of Directors of Mesquite Mutual Domestic Water Consumer and Mutual Sewage Works Association, according to the Sanitary Project Act, Section 3-29-20-1, NMSA 1978, approved a plan of merger with (1) Organ Water and Sewer Association, (2) Butterfield Park Mutual Domestic Water Consumers' Association and (3) Brazito Mutual Domestic Water Consumers Association, respectively.

**NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The accompanying financial statements have been prepared in conformity with accounting principles generally accepted (US GAAP) in the United States of America as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing US GAAP for state and local government accounting and financial reporting principles.

*A. Financial Reporting Entity*

The Authority is a special-purpose government created pursuant to statute and is comprised of an elected Board of Directors. The Authority is considered a primary government, since it is a special-purpose government that has a separately elected governing body, is legally separate, and is fiscally independent of other state or local governments.

The officers of the Authority have decision-making authority, the power to designate management, the responsibility to significantly-influence operations and primary accountability for fiscal matters. The Authority is not included in any other governmental reporting entity as defined in Section 2100, *Codification of Governmental Accounting and Financial Reporting Standards*. There are no component units.

*B. Basic Financial Statements - GASB Statement No. 34*

The GASB Statement No. 34 reporting model focus is on either the Authority, as a whole, or major individual funds (within the fund financial statements). The Authority is a single-program government that engages in only business-type activities and has no component units.

**STATE OF NEW MEXICO**  
Lower Rio Grande Public Water Works Authority  
Notes to Financial Statements  
June 30, 2015

**NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

Pursuant to GASB Statement No. 34, governments engaged only in business-type activities present only the financial statements for enterprise funds. For these governments, basic financial statements consist of: (a) enterprise fund financial statements consisting of the statement of net position, the statement of revenues, expenses and changes in net position and the statement of cash flows, and (b) notes to the financial statements. The enterprise fund utilizes an "economic resources" measurement focus. The accounting objectives of this measurement focus are the determination of operating income, changes in net position (or cost recovery), financial position and cash flows. All assets and liabilities (whether current or noncurrent) associated with its activities are reported. Enterprise fund equity is classified as net position. When an expense is incurred for purposes for which both restricted and unrestricted assets are available, the Authority first uses restricted resources and then unrestricted resources.

*C. Basis of Presentation -Fund Financial Statements*

The accounts of the Authority are organized on the basis of one fund that is considered a separate accounting entity. The operations of the fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, net position, revenues and expenses. Government resources are allocated to and accounted for in the fund based upon the purpose for which spending activities are controlled. In this report, the fund is presented in the financial statements as a proprietary fund.

The *Enterprise Fund* is used to account for operations (a) that are financed and operated in a manner similar to private business enterprise where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability or other purposes.

*D. Basis of Accounting*

Basis of accounting refers to the point at which revenues or expenditures or expenses are recognized in the accounts and reported in the financial statements. It relates to the timing of the measurements made, regardless of the measurement focus applied. The proprietary fund is accounted for on a flow of economic resources measurement focus and the accrual basis of accounting. The revenues are recognized when earned and expenses are recognized when the liability is incurred or the economic asset is used. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

*E. Use of Estimates*

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates. Significant estimates for the Authority include management's estimate of the allowance for uncollectible accounts for water sales and depreciation on assets over their estimated useful lives.



**STATE OF NEW MEXICO**  
Lower Rio Grande Public Water Works Authority  
Notes to Financial Statements  
June 30, 2015

**NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

*F. Assets, Liabilities, Net Position, Revenues and Expenses*

**Deposits and Investments:** The Authority's cash and cash equivalents are considered to be cash on hand, demand deposits and short-term investments with original maturities of three months or less from the date of acquisition.

State statutes authorize the Authority to invest in Certificates of Deposit, obligations of the U.S. Government, and the State Treasurer's Investment Pool.

Investments for the Authority are reported at fair value. The State Treasurer's Pool operates in accordance with appropriate state laws and regulations. The reported value of the pool is the same as the fair value of the pool shares.

**Restricted Assets:** Restricted assets consist of non-mandatory reserves set aside within the operating account for outstanding customer deposits. These reserves are not required but are separated by management and a separate Construction Account that has been established as required by the Government into which the proceeds of the loan and grant proceeds from the USDA-RUS are deposited. Withdrawals from the Construction Account were and shall be made only on checks signed by the manager of the Authority as authorized by the Board from time to time, and with prior concurrence of the Government. When all construction costs have been paid in full, any balance remaining in the Construction Account may be applied on the loan or used for other authorized purposes that have been approved by the Government and the Construction Account shall be closed. The end of year balance is \$421,827.

**Capital Assets:** Capital assets are recorded at historical costs. Purchased property and equipment in excess of \$5,000 is capitalized. Costs for the new water system and the building include the costs for construction during the current year including costs of engineering, architecture, and drilling costs incurred in the prior year. Depreciation is calculated using the straight-line method. The major classifications of capital assets and their related depreciable lives are as follows:

**Operating Revenues and Expenses:** Operating revenues and expenses for proprietary funds are those that result from providing services and producing and delivering goods and/or services. They include all revenue and expenses not related to capital and related financing, non-capital financing, or investing activities. Non-operating revenues include ad valorem taxes (property), miscellaneous income and interest income.

**Net Position Classifications:** Net investment in capital assets represents the historical cost of assets or fair value on the date of receipt less accumulated depreciation, reduced by the outstanding balances of any bonds, notes or other borrowings attributable to the acquisition or improvement of those assets. Net position is reported as restricted when there are legal limitations imposed on their use by the Authority or external restrictions by other governments, creditors or grantors or other amounts restricted by enabling legislation. Unrestricted net position is all other net position that does not meet the definition of "restricted" or "net investment in capital assets."

**STATE OF NEW MEXICO**  
Lower Rio Grande Public Water Works Authority  
Notes to Financial Statements  
June 30, 2015

**NOTE 3. STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY**

*Budgets and Budgetary Accounting*

The Authority follows procedures that are promulgated by the Department of Finance and Administration, Local Government Division (DFA-LGD). Those procedures are as follows:

1. On or before July 1 of each year, the Board of Directors, approves and certifies to the estimated operating budgets for use by the local board pending final approval from the DFA-LGD.
2. After the Board approves the proposed initial budget, it is then submitted to the DFA-LGD for review and certification in time to meet the DFA-LGD deadline of June 1.
3. DFA-LGD returns the approved initial budget on the first Monday in July. Fiscal year-end cash balances and any final budget adjustments are then posted to the initial budget to produce the Authority's final budget, which must be submitted to DFA-LGD by July 30.
4. Upon certification by the DFA-LGD, the budget becomes a legally binding document which does not allow total expenditures in any fund to exceed the amount budgeted.
5. The Board is authorized to make budget revisions with the DFA-LGD's approval.
6. Formal budgetary integration is employed as a management control device during the year.

The budgetary information presented in these financial statements has been properly amended by the Authority's board in accordance with the above procedures. These amendments resulted in no changes to the excess (deficiency) of revenues over expenditures for the current year.

**NOTE 4. DEPOSITS AND INVESTMENTS**

State statutes authorize the investment of Authority funds in a wide variety of instruments including certificates of deposit and other similar obligations, state investment pool, money market accounts, and United States Government obligations. The Authority is not aware of any invested funds that did not meet the State investment requirements as of June 30, 2015.

Deposits of funds may be made in interest or non-interest bearing checking accounts in one or more banks or savings and loan associations within the geographical boundaries of the Authority. Deposits may be made to the extent that they are insured by an agency of the United States or collateralized as required by statute.

The rate of interest in non-demand interest-bearing accounts shall be set by the State Board of Finance, but in no case shall the rate of interest be less than one hundred percent of the asked price on United States treasury bills of the same maturity on the day of deposit.

Excess funds may be temporarily invested in securities which are issued by the State or by the United States government, or by their departments or agencies, and which are either direct obligations of the State or the United States or are backed by the full faith and credit of those governments.

**STATE OF NEW MEXICO**  
Lower Rio Grande Public Water Works Authority  
Notes to Financial Statements  
June 30, 2015

**NOTE 4. DEPOSITS AND INVESTMENTS (continued)**

By operation of federal law, beginning January 1, 2013, funds deposited in noninterest bearing accounts will no longer receive unlimited deposit insurance coverage by the Federal Deposit Insurance Corporation (FDIC). Beginning January 1, 2013, all of the Authority's accounts at an insured depository institution, including noninterest bearing accounts, are insured by the FDIC up to the standard maximum deposit insurance amount of \$250,000.

Custodial Credit Risk – Custodial credit risk is the risk that in the event of bank failure, the Authority's deposits may not be returned to it. The Authority does not have a policy for custodial credit risk, other than following state statutes as put forth in the Public Money Act (Section 6-10-1 to 6-10-63 NMSA 1978). New Mexico State Statutes require collateral pledged for deposits in excess of the federal deposit insurance to be delivered, or a joint safekeeping receipt be issued, to the Authority for at least one half of the amount on deposit with the institution.

As of June 30, 2015, \$477,430 of the Authority's bank balance of \$727,430 was exposed to custodial credit risk. However all of the \$477,430 was collateralized by securities not in the Authority's name. None of the Authority's deposits were uninsured and uncollateralized at June 30, 2015. Bank accounts were collateralized as follows:

	<u>Citizens Bank</u>
Amount of deposits	\$ 727,430
FDIC Coverage	<u>(250,000)</u>
Total uninsured public funds	477,430
Collateralized by securities held by pledging institutions or by its trust department or agent in other than the District's name	<u>477,430</u>
Uninsured and uncollateralized	<u><u>\$ -</u></u>
Collateral requirement (50% of uninsured funds)	238,715
Pledged Collateral	<u>2,100,756</u>
Over (Under) collateralized	<u><u>\$ 1,862,041</u></u>

**NOTE 5. ACCOUNTS RECEIVABLE**

Accounts receivable consists of water billings. Accounts receivable for water billings is water utility revenue billed and unbilled but uncollected. The Authority considers the amount fully collectible and therefore has not estimated an allowance for doubtful accounts. At year-end, accounts receivable are \$110,955.

**STATE OF NEW MEXICO**  
Lower Rio Grande Public Water Works Authority  
Notes to Financial Statements  
June 30, 2015

**NOTE 6. CHANGES IN CAPITAL ASSETS**

The following is a summary of capital assets and changes occurring during the year ended June 30, 2015. Land, land improvements, water rights, and construction in progress are not subject to depreciation.

	June 30, 2014	Transfers	Additions	Deletions	Adjustments	June 30, 2015
Capital assets not depreciated:						
Land	\$ 354,686	\$ -	\$ -	\$ -	\$ -	\$ 354,686
Water rights	10,927,171	-	-	-	-	10,927,171
Construction in progress	6,579,806	(3,098,584)	6,333,889	-	(381,405)	9,433,706
Total capital assets not depreciated:	<u>17,861,663</u>	<u>(3,098,584)</u>	<u>6,333,889</u>	<u>-</u>	<u>(381,405)</u>	<u>20,715,563</u>
Capital assets depreciated:						
Buildings	1,823,812	-	-	-	-	1,823,812
Land improvements	33,633	-	-	-	-	33,633
Water systems	34,962,139	3,098,584	239,906	2,875,105	608,089	36,033,613
Furniture, fixtures and equipment	980,884	-	1,705	239,941	-	742,648
Transportation equipment	386,359	-	-	225,141	-	161,218
Total depreciable assets	<u>38,186,827</u>	<u>3,098,584</u>	<u>241,611</u>	<u>3,340,187</u>	<u>608,089</u>	<u>38,794,924</u>
Total assets	<u>56,048,490</u>	<u>-</u>	<u>6,575,500</u>	<u>3,340,187</u>	<u>226,684</u>	<u>59,510,487</u>
Accumulated depreciation:						-
Buildings	3,921,384	-	31,940	-	-	3,953,324
Land improvements	-	-	3,361	-	-	3,361
Water systems	6,462,385	-	1,033,619	2,120,579	-	5,375,425
Furniture, fixtures and equipment	461,402	-	23,864	229,700	-	255,566
Transportation equipment	378,165	-	-	225,141	-	153,024
Total accumulated depreciation	<u>11,223,336</u>	<u>-</u>	<u>1,092,784</u>	<u>2,575,420</u>	<u>-</u>	<u>9,740,700</u>
Total other capital assets, net	<u>\$ 44,825,154</u>	<u>\$ -</u>	<u>\$ 5,482,716</u>	<u>\$ 764,767</u>	<u>\$ 226,684</u>	<u>\$ 49,769,787</u>

Depreciation expense for the year totaled \$1,092,784.

**STATE OF NEW MEXICO**  
Lower Rio Grande Public Water Works Authority  
Notes to Financial Statements  
June 30, 2015

**NOTE 7. LONG-TERM DEBT**

During the year ended June 30, 2015, the following changes occurred in the liabilities reported in the Statement of Net Position:

	Balance June 30, 2014	Additions	Deletions	Adjustments	Balance June 30, 2015	Due Within One Year
<b>Business-type activities</b>						
USDA	\$ 2,295,406	\$ -	\$ 72,297	\$ -	\$ 2,223,109	\$ 29,121
USDA 91-04 La Mesa	457,032	-	6,971	-	450,061	7,160
USDA 92-13 Mesquite Sewer	97,058	-	1,304	-	95,754	1,338
USDA 92-19 Mesquite Sewer	583,062	-	10,478	-	572,584	10,597
USDA 91-07	71,423	-	1,168	-	70,255	1,227
USDA 93-09 Organ	98,543	-	1,492	-	97,051	1,544
USDA 91-09	35,880	-	35,880	-	-	-
USDA 91-14	206,631	-	3,204	-	203,427	3,283
USDA 91-15	166,648	-	2,559	-	164,089	2,611
USDA 91-02 Butterfield	208,104	-	4,186	-	203,918	4,273
NMFA 2601-PP	732,154	-	19,584	3,230	715,800	19,771
NMFA WTB-233 Berino Del Cerro	394,422	-	21,450	-	372,972	21,504
NMFA Radio Read Meter 2710-DW	148,750	-	6,104	-	150,776	6,668
NMFA 0252-WTB Surface Water	69,427	-	3,858	-	65,569	3,857
NMFA 2766-CIF Gravity Collect	158,673	-	8,352	-	150,321	8,352
NMFA CIF 2791 Brazito	55,242	-	2,908	-	52,334	2,908
NMFA 3156 -CIF	-	103,458	1,711	-	101,747	5,357
NMFA 3161-CIF	-	54,061	894	-	53,167	2,799
Accrued compensated absences	46,302	59,610	44,970	-	60,942	60,942
<b>Total</b>	<b>\$ 5,824,757</b>	<b>\$ 217,129</b>	<b>\$ 249,370</b>	<b>\$ 3,230</b>	<b>\$ 5,803,876</b>	<b>\$ 193,311</b>

**NMFA LowerRio 2:** On July 15, 2011, LRGPWWA executed a loan agreement with the New Mexico Finance Authority in the amount of \$790,914. The proceeds of the loan were used to refinance four loans from the United States Department of Agriculture to the following: 1) Mesquite Mutual Domestic Water Consumers and Mutual Sewage Works Association dated February 17, 2009 in the amount of \$307,000, 2) Mesquite Mutual Domestic Water Consumers and Mutual Sewage Works Association dated December 17, 2007 in the amount of \$307,400, 3) Desert Sands Mutual Domestic Water Consumers Association dated November 7, 2006 in the amount of \$50,000 and 4) La Mesa Mutual Domestic Water Consumers Association dated May 16, 2002 in the amount of \$100,000. The loan matures May 1, 2041. The blended interest rate over the term of the loan is 3.443%. Principal and interest are paid annually.

**NMFA LowerRio 3:** On January 20, 2012 LRGPWWA executed a loan agreement with the New Mexico Finance Authority in the amount of \$437,163. The proceeds of the loan were used for replacement of water utility system transmission and distribution upgrades for the Mesquite area and the Berino area to blend water sources to achieve compliance with arsenic standards for drinking water. The loan matures June 1, 2032. The blended interest rate over the term of the loan is 0.250%. Principal and interest are paid annually.

**STATE OF NEW MEXICO**  
Lower Rio Grande Public Water Works Authority  
Notes to Financial Statements  
June 30, 2015

**NOTE 7. LONG-TERM DEBT (continued)**

**NMFA LowerRio 4:** On June 15, 2012, LRGPWWA executed a loan agreement with the New Mexico Finance Authority in the amount of \$150,238. The proceeds of the loan were used for the installation and replacement of manual-read water meters with radio-read water meters. The loan matures May 1, 2034. The blended interest rate over the term of the loan is 0.250%. Principal is paid annually and interest is paid twice a year.

**NMFA LowerRio 5:** On December 21, 2012, LRGPWWA executed a loan agreement with the New Mexico Finance Authority in the amount of \$75,000. The proceeds were used for the final planning and design phase of a proposed Surface Water/Brackish Water Treatment Facility. The loan matures on June 1, 2032. The blended interest rate over the term of the loan is 0.250%. Principal is paid annually and interest is paid twice a year.

**NMFA LowerRio 6:** On March 1, 2013, LRGPWWA executed a loan agreement with the New Mexico Finance Authority in the amount of \$167,025. The proceeds were used for the design and construction of a sewer system to eliminate existing septic system and wetlands treatment plant and replacing it with a gravity collection system connected to the Dona Ana County South Central Regional Treatment Plant. The loan matures June 1, 2033. There is no interest rate for this loan. Principal payments are paid annually.

**NMFA Brazito:** On May 7, 2013, LRGPWWA executed a loan agreement with the New Mexico Finance Authority in the amount of \$58,150. The proceeds were used for phase one of construction to replace main waterlines. It includes new water main, fire hydrants and upgrades to the pipes. The loan matures on June 1, 2033. There is no interest rate for this loan. Principal payments are paid annually.

**NMFA LowerRio 10:** On February 1, 2015, LRGPWWA executed a loan agreement with the New Mexico Finance Authority in the amount of \$103,458. The proceeds were used for extension of water lines to provide service to homes in the Veterans Road area whose wells had failed due to the drop in the water table. The loan matures on June 1, 2034. There is no interest rate for this loan. Principal payments are paid annually.

**NMFA LowerRio 11:** On February 1, 2015, LRGPWWA executed a loan agreement with the New Mexico Finance Authority in the amount of \$54,061. The proceeds were used for extension of sewer lines between Mesquite and Brazito to provide service to additional homes. The loan matures on June 1, 2034. There is no interest rate for this loan. Principal payments are paid annually.

**USDA 91-02:** On June 11, 2014, LRGPWWA executed a promissory note with the United States Department of Agriculture in the amount of \$2,304,000. The proceeds were used for the water system project improvements. The note matures on June 11, 2054 and has an interest rate of 3.25% per annum. Installments are paid monthly.

**USDA 91-07:** On September 8, 2005, Brazito Mutual Domestic Water Consumers Association executed a promissory note with the United States Department of Agriculture in the amount of \$80,000. The proceeds were used for the water system project improvements. The note matures on August 8, 2045 and accrues an interest rate of 4.125% per annum. Installments are paid monthly.

**USDA 91-09:** On January 17, 2006, Brazito Mutual Domestic Water Consumers Association executed a promissory note with the United States Department of Agriculture in the amount of \$40,000. The proceeds were used for the water system project improvements. The note matures on January 17, 2046 and accrues an interest rate of 4.250% per annum. Installments are paid monthly.

**USDA 91-14:** On October 26, 2009, Brazito Mutual Domestic Water Consumers Association executed a promissory note with the United States Department of Agriculture in the amount of \$222,000. The proceeds were used for the water system project improvements. The note matures on October 26, 2049 and accrues an interest rate of 3.375% per annum. Installments are paid monthly.

**STATE OF NEW MEXICO**  
Lower Rio Grande Public Water Works Authority  
Notes to Financial Statements  
June 30, 2015

**NOTE 7. LONG-TERM DEBT (continued)**

**USDA 91-15:** On May 22, 2012, Brazito Mutual Domestic Water Consumers Association executed a promissory note with the United States Department of Agriculture in the amount of \$172,000. The proceeds were used for the water system project improvements. The note matures on June 22, 2052 and accrues an interest rate of 2.750% per annum. Installments are paid monthly.

**USDA 91-02:** On August 31, 2000, Butterfield Park MDWC and MSHA executed a promissory note with the United States Department of Agriculture in the amount of \$250,000. The proceeds were used for the water system project improvements. The note matures on September 28, 2040 and accrues an interest rate of 5% per annum. Installments are paid monthly.

**USDA 91-04:** On August 20, 2012, LRGPWWA executed a promissory note with the United States Department of Agriculture in the amount of \$471,000. The proceeds were used for the water system project improvements. The note matures on August 20, 2052 and has an interest rate of 2.75% per annum. Installments are paid monthly.

**USDA 92-13 and 92-19:** On April 26, 2012, LRGPWWA executed two promissory notes, USDA 92-13 and USDA 92-19 with the United States Department of Agriculture in the amount of \$100,000 and 606,000 respectively. The proceeds were used to replace the failing sewer main lines and other sewer system improvements. The notes mature on April 26, 2052 and have interest rates of 3.375% and 2% respectively. Installments are paid monthly.

**USDA 93-09:** On September 14, 2012, Organ Water and Sewer Association executed a promissory note with the United States Department of Agriculture in the amount of \$101,000. The proceeds were used for the water system project improvements. The note matures on September 14, 2052 and has an interest rate of 2.75% per annum. Installments are paid monthly.

The annual requirements to amortize the loans with NMFA as of June 30, 2015, including interest are as follows:

Fiscal Year Ending June 30,	Principal	Interest	Total
2016	\$ 132,473	\$ 150,803	\$ 283,276
2017	134,663	148,603	283,266
2018	136,963	146,292	283,255
2019	139,380	143,866	283,246
2020	142,842	141,325	284,167
2021-2025	756,271	664,387	1,420,658
2026-2030	837,913	582,443	1,420,356
2031-2035	787,126	472,880	1,260,006
2036-2040	780,806	341,883	1,122,689
2041-2045	710,026	220,073	930,099
2046-2050	698,618	117,296	815,914
2051-2054	485,853	20,226	506,079
	<u>\$ 5,742,934</u>	<u>\$ 3,150,077</u>	<u>\$ 8,893,011</u>

**Compensated Absences:** Full time employees earn both 4 hours sick leave and 4 hours vacation each biweekly pay period. Employees may carry over a maximum of 240 hours in each category from calendar year to calendar year. As of June 30, 2015 employees had balances of 1,128 sick leave with a value of \$9,696 and 2,546 vacation hours with a value of \$51,246. Upon termination, all accumulated vacation and 1 hour for every 3 accumulated hours for sick leave will be paid to the employee.

**STATE OF NEW MEXICO**  
Lower Rio Grande Public Water Works Authority  
Notes to Financial Statements  
June 30, 2015

**NOTE 8. RISK MANAGEMENT**

The Authority covers its risk of loss related to torts; theft of, damage to, and destruction of assets; injuries to employees and natural disasters through various insurance policy coverage. The coverage includes workers compensation, general and professional liability, property, and fidelity bonds coverage. The Authority transfers these risks of loss to the insurance carrier except for deductible amounts. Premiums paid on policies for the year June 30, 2015 was \$74,143.

**NOTE 9. RETIREMENT PLAN**

The Authority provides employees the opportunity to participate in a 401(k) plan. The 401(k) is available to employees after completing their 90 day trial period. The Authority matches employee contributions dollar for dollar up to 4% of wages. In addition, the Authority contributes a profit sharing portion to each employee's 401(k), regardless of whether they participate in the voluntary contribution option. Current policy is to contribute 10% of the employee's wages towards the profit sharing option. For the fiscal year ended June 30, 2015, the Authority contributed \$28,415.

**NOTE 10. SUBSEQUENT EVENTS**

Management has evaluated subsequent events through December 14, 2015, the date the financial statements were available to be issued.

**NOTE 11. SUBSEQUENT PRONOUNCEMENTS**

In June 2015, GASB Statement No. 74 *Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans* was issued. Effective Date: The provisions of this Statement are effective for fiscal years beginning after June 15, 2016. This pronouncement will not effect the Authority's financial statements.

In June 2015, GASB Statement No. 75 *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, was issued. Effective Date: The provisions of this Statement are effective for fiscal years beginning after June 15, 2017. The standard will be implemented during the fiscal year ended June 30, 2018. The Authority is still evaluating how this pronouncement will effect the financial statements.

In June 2015, GASB Statement No. 76 *The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments* was issued. Effective Date: The provisions of this Statement are effective for financial statements for periods beginning after June 15, 2015. Earlier application is encouraged. The Authority will implement this standard during the fiscal year ended June 30, 2016. The Authority expects the pronouncement to have a material effect on the financial statements.

In August 2015, GASB Statement No. 77 *Tax Abatement Disclosures* was issued. Effective Date: The provisions of this Statement are effective for financial statements for periods beginning after December 15, 2015. Earlier application is encouraged. The Authority will implement this standard during the fiscal year ended June 30, 2017. The Authority is still evaluating how this pronouncement will effect the financial statements.



**SUPPLEMENTARY INFORMATION**

**STATE OF NEW MEXICO**  
Lower Rio Grande Public Water Works  
Schedule of Revenues, Expenses and Changes in Net Position  
Budget and Actual  
For the Year Ended June 30, 2015

Schedule I

	Budgeted Amounts		Actual	Variances
	Original	Final		Favorable (Unfavorable) Final to Actual
<i>Operating revenues</i>				
Water revenue	\$ 1,962,958	\$ 2,106,710	2,279,564	\$ 172,854
Sewer revenue	301,387	148,131	103,164	(44,967)
Other Income	300	594	72,536	71,942
<i>Total operating revenues</i>	<u>2,264,645</u>	<u>2,255,435</u>	<u>2,455,264</u>	<u>199,829</u>
<i>Operating expenses</i>				
Salaries, labor	1,224,949	1,170,308	934,206	236,102
Accounting, legal	95,925	89,852	27,213	62,639
Taxes, insurance	93,500	73,320	337,618	(264,298)
Utilities	258,400	264,201	250,446	13,755
Supplies	437,500	346,703	185,528	161,175
Lab, chemicals	115,387	72,008	246,937	(174,929)
Debt service	356,942	524,806	-	524,806
Miscellaneous	-	-	18,705	(18,705)
Travel and entertainment	-	-	1,424	(1,424)
Depreciation	760,000	1,092,784	1,092,784	-
<i>Total operating expenses</i>	<u>3,342,603</u>	<u>3,633,982</u>	<u>3,094,861</u>	<u>539,121</u>
<i>Excess (deficiency) of revenues and sources over expenses and uses</i>				
	<u>(1,077,958)</u>	<u>(1,378,547)</u>	<u>(639,597)</u>	<u>(339,292)</u>
<i>Non-operating revenues (expenses)</i>				
Water	312,958	281,197	-	(281,197)
Sewer	5,000	4,566	-	(4,566)
Agency grants	-	-	6,710,977	6,710,977
Other expenses	-	-	(797,230)	(797,230)
<i>Total non-operating revenues (expenses)</i>	<u>317,958</u>	<u>285,763</u>	<u>5,913,747</u>	<u>5,627,984</u>
Revenue over (under) expenses	<u>\$ (760,000)</u>	<u>\$ (1,092,784)</u>	<u>\$ 5,274,150</u>	<u>\$ 5,288,692</u>

The accompanying notes are an integral part of these financial statements

**SUPPORTING SCHEDULES**

**STATE OF NEW MEXICO**  
 Lower Rio Grande Public Water Works Authority  
 Schedule of Collateral Pledged by Depository For Public Funds  
 June 30, 2015

Name of Depository	Description of Pledged Collateral	Maturity	CUSIP Number	Fair Market Value June 30, 2015	Name and Location of Safekeeper
Citizens Bank of Las Cruces	FHLB	9/8/2017	313370SZ2	\$ 1,550,045	Federal Reserve Bank Boston, MA
Citizens Bank of Las Cruces	FHLB	12/9/2016	3133XHVS8	<u>550,711</u>	The Independent Bankers Bank, Dallas TX
Total Pledged Collateral				<u>\$ 2,100,756</u>	

See independent auditors' report

**STATE OF NEW MEXICO**  
Lower Rio Grande Public Water Works Authority  
Schedule of Deposit and Investment Accounts  
June 30, 2015

Account Name/Type	Deposits Citizens Bank of Las Cruces	Totals
Deposits:		
Citizens Bank of Las Cruces		
Operating Account	\$ 150,563	\$ 150,563
Debt Service	187,854	187,854
La Mesa Water Project	337	337
Mesquite Water Sewer	222	222
Berino/Mesquite Water Project	224	224
Reserve	376,686	376,686
Organ Water and Sewer	74	74
Certificate of Deposit	11,470	11,470
Total Citizens Bank of Las Cruces	<u>727,430</u>	<u>727,430</u>
New Mexico Finance Authority - Reserve Account		
NMFA - LowerRio 2 - Reserve Account	44,303	44,303
Total deposits and investments	<u>771,733</u>	<u>771,733</u>
Reconciling items		
	<u>(67,978)</u>	<u>(67,978)</u>
Reconciled balance	<u>\$ 703,755</u>	<u>\$ 703,755</u>
Unrestricted cash:		
Cash and cash equivalents		\$ 224,848
Restricted cash:		
Customer Deposits		46,150
Construction Account		376,984
NMFA-reserve account		44,303
Total restricted cash		<u>467,437</u>
Unrestricted investments:		
Investments		<u>11,470</u>
Total cash and investments		<u>\$ 703,755</u>

See independent auditors' report

STATE OF NEW MEXICO  
Lower Rio Grande Public Water Works Authority  
Schedule of Vendor Information for Purchases Exceeding \$60,000 (excluding GRT)  
For the Year Ended June 30, 2015

RFB/ RFP #	Type of Procurement	Awarded Vendor	\$ Amount of Awarded Contract	\$ Amount of Amended Contract	Name and Physical Address per the procurement documentation, of <u>ALL</u> Vendor(s) that responded	In-State/ Out- of-State Vendor (Y or N) (Based on Statutory Definition)	Was the vendor in- state and chose Veteran's preference (Y or N) For federal funds answer N/A	Brief Description of the Scope of Work
<b>2014.01</b>	RFP	09/08/2014	7,873,621.50	(1,886,297)	Smithco Construction Inc.	Y	N	Berino, Mesquite, Del Cerro Water Project
	RFP	11/10/2014		(349,814)	Smithco Construction Inc.	Y	N	Berino, Mesquite, Del Cerro Water Project
	RFP	12/01/2014		(303,516)	Smithco Construction Inc.	Y	N	Berino, Mesquite, Del Cerro Water Project
	RFP	12/16/2014		(265,600)	Smithco Construction Inc.	Y	N	Berino, Mesquite, Del Cerro Water Project
	RFP	04/30/2015		(260,310)	Smithco Construction Inc.	Y	N	Berino, Mesquite, Del Cerro Water Project
	RFP	04/01/2015		(255,843)	Smithco Construction Inc.	Y	N	Berino, Mesquite, Del Cerro Water Project
	RFP	01/29/2015		(255,713)	Smithco Construction Inc.	Y	N	Berino, Mesquite, Del Cerro Water Project
	RFP	06/03/2015		(231,612)	Smithco Construction Inc.	Y	N	Berino, Mesquite, Del Cerro Water Project
	RFP	03/09/2015		(228,458)	Smithco Construction Inc.	Y	N	Berino, Mesquite, Del Cerro Water Project
<b>2014.02</b>	RFP	06/11/2015	415,200.48	(109,149)	Western Buildings & Development	Y	N	Brazito Water Project
	RFP	06/26/2015		(87,178)	Western Buildings & Development	Y	N	Brazito Water Project
	RFP	06/11/2015		(109,149)	Western Buildings & Development	Y	N	Brazito Water Project
		02/13/2015		(77,535)	ePlan Services, Inc.	Y	N	Plan Id # 134473 2014 Annual Contribution
		07/03/2014		(70,377)	ePlan Services, Inc.	Y	N	2013 Annual Contrib.

**COMPLIANCE SECTION**



**Accounting & Consulting Group, LLP**  
Certified Public Accountants

**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON  
COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS  
PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

**INDEPENDENT AUDITORS' REPORT**

Timothy M. Keller  
New Mexico State Auditor  
The Office of Management and Budget  
The Lower Rio Grande Public Water Works Board of Directors  
Lower Rio Grande Public Water Works  
Vado, New Mexico

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the business-type activities and the budgetary comparisons of Lower Rio Grande Public Water Works Authority (the Authority) as of and for the year ended June 30, 2015, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements and have issued our report thereon dated December 14, 2015.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We did identify a certain deficiency in internal control described in the accompanying schedule of findings and questioned costs that we consider to be a material weakness. We consider the deficiency described in the accompanying schedule of findings and questioned cost as item 2015-001 to be a material weakness.



## **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Authority's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests did not disclose any instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

## **The Authority's Response to Findings**

The Authority's responses to the finding identified in our audit are described in the accompanying schedule of findings and questioned costs. The Authority's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on them.

## **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Accounting & Consulting Group, LLP*

Accounting & Consulting Group, LLP  
Albuquerque, NM  
December 14, 2015

**FEDERAL FINANCIAL ASSISTANCE**



**Accounting & Consulting Group, LLP**  
Certified Public Accountants

**REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL  
OVER COMPLIANCE REQUIRED BY OMB CIRCULAR A-133**

**INDEPENDENT AUDITORS' REPORT**

Timothy Keller  
New Mexico State Auditor  
To the Lower Rio Grande Public Water Works Authority Board of Directors  
Lower Rio Grande Public Water Works Authority  
Vado, New Mexico

**Report on Compliance for Each Major Federal Program**

We have audited Lower Rio Grande Public Water Works Authority's (the Authority) compliance with the types of compliance requirements described in the OMB Circular A-133 Compliance Supplement that could have a direct and material effect on each of the Authority's major federal program for the year ended June 30, 2015. The Authority's major federal program is identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

**Management's Responsibility**

Management is responsible for compliance with the requirements of laws, regulations, contracts and grants applicable to its federal program.

**Auditors' Responsibility**

Our responsibility is to express an opinion on compliance for each of the Authority's major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Authority's compliance with those requirements and performing such other procedures, as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Authority's compliance.

**Opinion on Major Federal Program**

In our opinion, the Authority complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal program for the year ended June 30, 2015.

## Report on Internal Control Over Compliance

Management of the Authority is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Authority's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on compliance for the major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Accounting & Consulting Group, LLP

Accounting & Consulting Group, LLP  
Albuquerque, NM  
December 14, 2015

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**STATE OF NEW MEXICO**  
 Lower Rio Grande Public Water Works Authority  
 Schedule of Expenditures of Federal Awards  
 For the Year Ended June 30, 2015

Federal Grantor/Pass Through Grantor/Program Title	Pass Thru Number	Federal C.F.D.A. Number	Expenses
<b>U.S. Department of Agriculture</b>			
<i>Direct United States Department of Energy</i>			
Water and Waste Disposal System for Rural Communities*   *		10.760	<u>\$ 2,209,672</u>
Total U.S. Department of Agriculture			<u>2,209,672</u>
Total Federal Financial Assistance			<u><u>\$ 2,209,672</u></u>

\* Major program

See independent auditor's report  
 See accompanying notes to schedule of expenditures of federal awards

**STATE OF NEW MEXICO**  
 Lower Rio Grande Public Water Works Authority  
 Schedule of Expenditures of Federal Awards  
 For the Year Ended June 30, 2015

**Notes to Schedule of Expenditures of Federal Awards**Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards (Schedule) includes the federal grant activity of Lower Rio Grande Public Water Works Authority, (Authority) and is presented on the accrual basis of accounting, which is the same basis as was used to prepare the fund financial statements. The information in this Schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*. Therefore, some amounts presented in this schedule may differ from amounts presented in or used in the preparation of the financial statements.

Subrecipients

The Authority did not provide any federal awards to subrecipients during the year.

**Reconciliation of Schedule of Expenditures of Federal Awards to Financial Statements:**

Total federal awards expended per Schedule of Expenditures of Federal Awards	\$ 2,209,672
Total expenses funded by other sources	<u>885,189</u>
Total expenses	<u><u>\$ 3,094,861</u></u>

See independent auditor's report  
 See accompanying notes to schedule of expenditures of federal awards

**Section I – Summary of Audit Results**

*Financial Statements:*

- |  |            |
|--|------------|
| 1. Type of auditors’ report issued   | Qualified  |
| 2. Internal control over financial reporting:                                    |            |
| a. Material weaknesses identified?   | Yes        |
| b. Significant deficiencies identified not considered to be material weaknesses? | None Noted |
| c. Noncompliance material to the financial statements noted?                     | None Noted |

*Federal Awards:*

- |   |            |
|---|------------|
| 1. Internal control over major programs:  |            |
| a. Material weaknesses identified?  | None Noted |
| b. Significant deficiencies identified not considered to be material weaknesses?                                      | None Noted |
| 2. Type of auditors’ report issued on compliance for major programs   | Unmodified |
| 3. Any audit findings disclosed that are required to be reported in accordance with section 510(a) of Circular A-133? | None Noted |
| 4. Identification of major programs:  |            |

CFDA Number	Federal Program
10.760	Water and Waste Disposal Systems for Rural Communities

- |   |           |
|---|-----------|
| 5. Dollar threshold used to distinguish between type A and type B programs: | \$300,000 |
| 6. Auditee qualified as low-risk auditee?                                   | Yes       |



## **Section II – Financial Statement Findings**

### **FS 2015-001 Capital Asset – Material Weakness**

*Condition:* During our testwork we noted that that the Authority lacks an adequate fixed asset accounting system which is capable of generating lists of capital assets useful for managing them. The Authority lacks processes of internal controls over their capital asset listing to ensure the information is correct. This includes:

- The capital asset system was not being reconciled during the fiscal year
- Several assets on the listing did not have the required information to properly describe, track, or monitor the assets
- The Authority did not perform the required annual inventory
- The Authority does not have proper processes in place to track the valuation of water and sewer infrastructure projects transferred from merged entities

*Criteria:* Section 2.20.1 of NMAC requires agencies to properly account for capital assets. The required capital asset accounting system is described in Section 2.20.1.8 of NMAC. Proper controls over the capital assets are described in Section 2.20.1.15 of NMAC. The statutory annual inventory requirement is described in Section 2.20.1.16 of NMAC. Section 12-6-10 NMSA1978 requires that the Authority’s capital asset inventory list any item costing more than \$5,000, effective June 17, 2005. Per guidance from the State Auditor dated September 8, 2006, the older capital asset items that did not meet the new capitalization threshold were supposed to remain on the list until they are disposed of in accordance with applicable statutes. Per NMAC 6.20.2.22, capital assets shall be acquired and accounted for through the development and implementation of a complete property control system to include capital asset depreciation by function.

*Effect:* Without proper accounting for capital asset additions, deletions, transfers and depreciation, the financial statements of the Authority may be misstated.

*Cause:* The Authority does not have a sufficient internal control system in place to properly account for capital assets.

*Auditors’ Recommendations:* The Authority must conduct a physical inventory of its capital assets in accordance with state statute and update the inventory annually. The inventory report must include asset identification, location and historical cost. This process will also assist the Authority in the determination of obsolete and damaged assets. Finally, a complete and updated capital assets inventory listing is necessary in order for the Authority to record capital assets and accumulated depreciation in accordance with GAAP. We also recommend that the capital asset listing is properly set up as to the function of each capital asset to ensure the Authority is able to properly classify the depreciation expense by function.

*Agency’s Response:* The Authority has implemented a new Fixed Asset accounting system, purchased from Tyler Technologies on 09/24/14. The Finance Manager will implement a more timely and efficient process for accounting for capital assets and related depreciation in FYE 2016. A new policy will be implemented for acquisition of infrastructure by FYE 2016. The Finance Manager will review and update the capital asset policy (as necessary) on annual basis. An annual inventory of all assets including the assessment of impairment for infrastructure will be managed by the management team consisting of the General Manager, Operations Manager, Finance Manager and Projects Manager.

## **Section III – Prior Year Audit Findings**

No prior year findings.

**STATE OF NEW MEXICO**  
Lower Rio Grande Public Water Works Authority  
Other Disclosures  
June 30, 2015

**OTHER DISCLOSURES**

**Exit Conference**

An exit conference was held on December 14, 2015. In attendance were the following:

**Representing Lower Rio Grande Public Water Works Authority:**

Roberto M. Nieto, Board President  
Martin Lopez, General Manager  
Kathi Jackson, Finance Manager

**Representing Accounting & Consulting Group, LLP:**

Roxie Samaniego, CPA, Partner  
Sonya Moreno, CPA, Manager

**Auditor Prepared Financial Statements**

Accounting and Consulting Group, LLP prepared the GAAP-basis financial statements and footnotes of Lower Rio Grande Public Water Works Authority from the original books and records provided to them by the management of the Authority. The responsibility for the financial statements remains with the Authority.