



Lower Rio Grande Public Water Works Authority

Sign In Sheet

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Date: 5/19/17 Time: 9:30

Places: LA Mesa Office

Event: Capitula Regular Board Meeting

Signature	Print Name, Title, Company or Agency Represented	Contact Information	Email Address
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LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

Minutes—REGULAR BOARD OF DIRECTORS MEETING

9:00 a.m. Wednesday, May 17, 2017 at our La Mesa Office, 521 St. Valentine St., La Mesa, NM

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

- I. **Call to Order, Roll Call to Establish Quorum:** Chairman Mike McMullen called the meeting to order at 9:30 am and called the roll. Mr. Raymundo Sanchez representing District #1 was absent, District #2 is vacant, Mr. Joe Evaro representing District #3 was present, Ms. Esperanza Holguin representing District #4 was present, District #5 is vacant, 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, Projects Manager Karen Nichols, Operations Manager Mike Lopez, Finance Manager Kathi Jackson and Projects Specialist Liza Lopez. Also present were Lila Garza, president of Alma Energy Group, and Jose Ramirez and Mark Payne from HIDTA.
- II. **Pledge of Allegiance:** Mr. Mike McMullen led the Pledge of Allegiance.
- III. **Motion to approve the Agenda:** There were no changes to the Agenda. Mr. Smith made the motion to approve the Agenda. Ms. Holguin seconded the motion and it passed with none opposed.
- IV. **Motion to approve the minutes of the January 18, 2017 Regular Board Meeting:** Mr. Smith made the motion to approve the minutes and Ms. Holguin seconded the motion. The motion passed with all in favor.
- V. **Guest Presentations- Lila Garza, Alma Energy Group, regarding development in the Mesquite/Vado Area:** Ms. Garza provided the LRGPWWA Board with information about the proposed Mesquite Industrial Green Park and its wastewater and biomass recovery system. The proposed site for this project is a 185- acre tract, which was formerly the Gonzalez Dairy. A video describing the proposed CLEARAS Water Recovery system was also presented to the Board.
Jose Ramirez and Mark Payne, representing HIDTA, were also present at today's board meeting. Mr. Ramirez gave a brief overview of the HIDTA program and thanked the LRGPWWA for acting as its fiscal representative. Both Mr. Ramirez and Mr. Payne wanted to introduce themselves to the LRGPWWA's new board members.
- VI. **Public Input: None**
- VII. **Managers' Reports**
 - A. **General Manager:** Mr. Martin Lopez provided a written report and stood for questions. He told the Board that the vehicle purchase loans had been paid off and USDA RD had returned the promissory note, which was submitted to the NM Secretary of State for filing. He also mentioned that the LRGPWWA's Valle Del Rio system had a non-sampling violation for Haloacetic Acids for 2016 and that a sample would be pulled in July of 2017 in order to get back into compliance. He provided the Board with an overview of NMED Drinking Water Bureau's 2016 Rate Survey and advised the Board that Dona Ana County would be conducting a wastewater rate study, stating that if rates were increased it would impact the LRGPWWA's South Valley sewer customers. He also told the Board that LRGPWWA staff was gathering data for the 2016 Water Audit.
 - B. **Projects:** Ms. Karen Nichols provided a written report and stood for questions. She provided a revised timeline from Parkhill, Smith and Cooper for the Waterline Extension Project and advised the Board that two of the three remaining easements for this project had been obtained.

- C. **Operations:** Mr. Mike Lopez provided a written report and stood for questions. He told the Board that the Arroyo well had a blown wire on the motor and operations was waiting for a new pump, pitless adaptor, motor and check valves. He also advised the Board that Consumer Confidence Reports had been sent to NMED.
- D. **Finance:** Ms. Kathi Jackson provided an Interim Budget Report for fiscal year 2018 and IPA quotes and recommendation (see Items IX.A and IX.C)

VIII. Unfinished Business

- A. **Appointment of Directors for Districts 2 and 5:** This Item was postponed; however, Mr. Martin Lopez advised the Board that another mailer requesting letters of interest for these Board positions would be sent out.

IX. New Business

- A. **Motion to approve IPA recommendations/IPA contract-submitted electronically by June 15th:** Ms. Kathi Jackson went over the quotes received from state-approved audit firms, and recommended Watts CPA, P.C. be selected as the LRGPWWA's IPA based on their quote and their familiarity with LRGPWWA's operations. Ms. Holguin made the motion to approve Watts CPA, P.C.'s quote and select them as the LRGPWWA's IPA. Mr. Evaro seconded the motion and it passed with all in favor.
- B. **Motion to adopt Resolution FY2017-20, Open Meetings Act Resolution and Board of Directors Regular Meeting Schedule:** Ms. Holguin made the motion to adopt Resolution FY2017-20 and Mr. Evaro seconded the motion. The motion passed with none opposed.
- C. **Motion to adopt Resolution FY2017-19 adopting Interim Budget for Fiscal Year 2018-due by June 1st:** Ms. Kathi Jackson went over the Interim Budget for fiscal year 2018 and presented a Power-Point presentation outlining the proposed budget. Mr. Smith made a motion to adopt Resolution FY2017-19 adopting the Interim budget for the 2018 fiscal year. Ms. Holguin seconded the motion and it passed with none opposed.
- D. **Motion to adopt Resolution FY2017-18, ICIP for FY2019-2023:** Ms. Holguin made the motion to adopt Resolution FY2017-18, Infrastructure Capital Improvement Plan for FY2019-2023, and Mr. Smith seconded the motion. The motion passed with none opposed.
- E. **Motion to amend the LRGPWWA Employee Policy Manual, Section 12: Travel Policy:** Mr. Martin Lopez went over the proposed changes to the LRGPWWA's Travel Policy and the submission of the proper forms. Mr. Smith made the motion to amend the LRGPWWA Employee Policy manual and Ms. Holguin seconded the motion. The motion passed with all in favor.
- F. **Motion to authorize LRGPWWA General Manager to coordinate with Anthony Water & Sanitation District to create an agreement to charge and collect for sewer service:** Mr. Martin Lopez advised the Board that the LRGPWWA had been approached by Anthony Water regarding approximately 50 customers who were connected to the LRGPWWA's water system and Anthony Water and Sanitation's sewer system, making it difficult for Anthony Water and Sanitation to collect for these services. Mr. Martin Lopez proposed a formal agreement between the LRGPWWA and Anthony Water to charge and collect for these sewer services. Ms. Holguin made the motion to authorize Mr. Martin Lopez to coordinate with Anthony Water and Sanitation to create this agreement, charging and collecting for sewer services. Mr. Smith seconded the motion and it passed with all in favor.
- G. **Motion to appoint Directors to the LRGPWWA Disposal Committee (need a total of 3 including Mr. Smith):** Mr. Martin Lopez explained to the Board that due to the recent Board elections the

LRGPWWA needed two more Board members to serve on the Disposal Committee. Ms. Holguin made the motion to have Mr. Mike McMullen and Mr. Joe Evaro serve on the Disposal Committee with Mr. Furman Smith. Mr. Evaro seconded the motion and it passed with none opposed.

H. Motion to approve Engineering Services Agreement with Bohannon Huston, Inc. to develop a PER for Mesquite-Brazito Sewer Project 2, contingent upon USDA Rural Development approval:

Mr. Smith made the motion to approve the Engineering Services Agreement and Mr. Evaro seconded the motion. The motion passed with all in favor.

X. Other discussion and agenda items for next meeting, 9:30 a.m. June 21, 2017 at the East Mesa Office:

- A. Have any Board members participated in training? If so, please give us copies of your certificates.
- B. Adopt Final Budget w/Resolution
- C. Approve Council of Governments membership w/Resolution

XI. Adjourn: Mr. Smith made the motion to adjourn the meeting of the LRGPWWA Board of Directors. Ms. Holguin seconded the motion and it passed unanimously. Mr. McMullen declared the meeting adjourned at 11:37 a.m.

Minutes approved June 21, 2017

Michael McMullen, Chairman (District 6)

Furman Smith, Vice-Chairman (District 7)

Esperanza Holguin, Secretary (District 4)

ABSENT
Raymundo Sanchez, Director (District 1)

Joe Evaro, Director (District 3)

VACANT
Director (District 5)

VACANT
Director (District 2)

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

Meeting Notice & Agenda—REGULAR BOARD OF DIRECTORS MEETING

9:30 a.m. Wednesday, May 17, 2017 at our La Mesa Office, 521 St. Valentine, La Mesa, NM

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

- I. Call to Order, Roll Call to Establish Quorum: District #1 (Mr. Sanchez) ____, #2 (Vacant) ____, #3 (Mr. Evaro) ____, #4 (Ms. Holguin) ____, #5 (vacant) ____, #6 (Mr. McMullen) ____, #7 (Mr. Smith) ____
- II. Pledge of Allegiance
- III. Motion to approve the Agenda
- IV. Motion to approve the minutes of the April 19, 2017 Regular Board Meeting.
- V. Guest Presentations- Lila Garza, Alma Energy Group, regarding development in the Mesquite/Vado area
- VI. Public Input—15 minutes are allotted for this item, 3 minutes per person- None
- VII. Managers' Reports
 - A. General Manager
 - B. Projects
 - C. Operations
 - D. Finance
- VIII. Unfinished Business
 - A. Appointment of Directors for Districts 2 and 5 (may be postponed)
- IX. New Business
 - A. Motion to approve IPA Recommendations/IPA Contract- submitted electronically by June 15th
 - B. Motion to adopt Resolution FY2017-20, Open Meetings Act Resolution and Board of Directors Regular Meeting Schedule
 - C. Motion to adopt Resolution FY2017-19 adopting Interim Budget for Fiscal Year 2018- due by June 1st
 - D. Motion to adopt Resolution FY2017-18 ICIP for FY-2019-2023
 - E. Motion to amend LRGPWWA Employee Policy Manual, Section 12: Travel Policy
 - F. Motion to authorize LRGPWWA General Manager to coordinate with Anthony Water & Sanitation District to create an agreement to charge and collect for sewer service
 - G. Motion to appoint Director to LRGPWWA Disposal Committee (need total of 3 including Mr. Smith)
 - H. Motion to approve Engineering Services Agreement with Bohannon Huston, Inc. to develop a PER for Mesquite-Brazito Sewer Project 2 contingent upon USDA Rural Development approval
- X. Other discussion and agenda items for next meeting at 9:30 a.m. Wednesday, June 21, 2017 at the La Mesa Office:
 - A. Have any Board Members participated in training? If so, please give us a copy of your certificate.
 - B. Adopt final budget w/Resolution
 - C. Approve Council of Governments membership w/Resolution
- XI. Adjourn

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

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

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

Minutes—REGULAR BOARD OF DIRECTORS MEETING

9:00 a.m. Wednesday, April 19, 2017 at our La Mesa Office, 521 St. Valentine St., La Mesa, NM

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

- I. **Call to Order, Roll Call to Establish Quorum:** Chairman John Holguin called the meeting to order at 9:00 am and called the roll. Mr. Raymundo Sanchez representing District #1 was absent, District #2 is vacant, Ms. Virginia Gomez representing District #3 was absent, Mr. John Holguin representing District #4 was present, Mr. Roberto 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, Projects Manager Karen Nichols, Operations Manager Mike Lopez, Finance Manager Kathi Jackson and Projects Specialist Liza Lopez. Also present were newly elected board members Esperanza Holguin and Joe Evaro, LRGPWVA attorney Josh Smith, and Tiffany Goolsby with the South-Central Council of Governments
- II. **Pledge of Allegiance:** Mr. John Holguin led the Pledge of Allegiance.
- III. **Motion to convene in closed session pursuant to NMSA 1978 10-15-1 H.7-threatened or pending litigation, and NMSA 1978 10-15-1 H.8.-discussion of the purchase, acquisition or disposal of real property or water rights:**
 - A. Mr. Nieto made the motion to convene in closed session and Mr. McMullen seconded the motion. The motion passed with none opposed, and the Board convened in closed session at 9:01 a.m. Roll Call Vote: District #1 (Mr. Sanchez) was absent; #2 is vacant; #3 (Ms. Gomez) was absent; #4 (Mr. Holguin) voted yes; #5 (Mr. Nieto) voted yes; #6 (Mr. McMullen) voted yes; and #7 (Mr. Smith) voted yes.
 - B. **Motion to reconvene in open session:** Mr. Nieto made the motion to reconvene in open session at 9:25 a.m. and Mr. McMullen seconded the motion. The motion passed with none opposed.
 - C. **Statement by the Chair that the matters discussed in the closed meeting were limited only to those specified in the motion for closure:** Mr. Holguin made the statement that the matters discussed were limited only to those specified in the motion for closure.
 - D. **Action, if any, related to the matters discussed in closed session:** Mr. Nieto made the motion to authorize Josh Smith, LRGPWVA attorney, and LRGPWVA staff to pursue the acquisition of water rights and property. Mr. Smith seconded the motion and it passed with all in favor.
- IV. **Motion to approve the Agenda:** There were no changes to the Agenda. Mr. Nieto made the motion to approve the Agenda. Mr. McMullen seconded the motion and it passed with none opposed.
- V. **Motion to approve the minutes of the January 18, 2017 Regular Board Meeting:** Mr. Smith made the motion to approve the minutes and Mr. Nieto seconded the motion. The motion passed with all in favor.
- VI. **Swearing-in of new Board Members:** LRGPWVA General Manager Martin Lopez swore in Jose Evaro, board member from District 3, Esperanza Holguin, board member from District 4, and Furman Smith, board member from District 7

- VII. Election of LRGPWWA Board Officers- Vice-Chairperson to chair:**
- A. Chairperson:** Esperanza Holguin nominated Mike McMullen as Chairperson. There were no further nominations and she made the motion to cease the nominations and elect him by acclamation and Mr. Evaro seconded the motion. The board voted on the motion with all in favor.
 - B. Vice-Chairperson:** Esperanza Holguin nominated Furman Smith as Vice-Chairperson. There were no further nominations and she made the motion to cease the nominations and elect him by acclamation and Joe Evaro seconded the motion. The board voted on the motion with all in favor.
 - C. Secretary:** Furman Smith nominated Esperanza Holguin as Secretary. There were no further nominations and he made the motion to cease the nominations and elect her by acclamation and Joe Evaro seconded the motion. The board voted on the motion with all in favor.
 - D. Determine who will continue to chair the meeting:** It was determined that Mr. Mike McMullen would continue to chair the meeting.
- VIII. Guest Presentations (This Item followed X.D):** Tiffany Goolsby with the South-Central Council of Governments gave an overview of the ICIP process for LRGPWWA Board members and staff.
- IX. Public Input: None**
- X. Managers' Reports**
- A. General Manager:** Mr. Martin Lopez provided a written report and stood for questions. He told the Board that changes to the LRGPWWA Statute had been signed by the governor and the LRGPWWA would begin to combine and comingle water rights with Brazito and implement liens on delinquent accounts after July 1, 2017. He also advised the Board that the inspection of LRGPWWA's water tanks had been completed and a report was pending.
 - B. Projects:** Ms. Karen Nichols provided a written report and stood for questions. She discussed the Waterline Extension Project and advised the Board that one of the three remaining easements for this project had been obtained and the target date for the project bidding was May 5, 2017. Mr. McMullen asked her to update the Board about the RFP Evaluation Committee meeting for the central office building. Ms. Nichols spoke briefly about the meeting and the architectural firm that was ultimately recommended to the Board. She also went over the table of contents of the new Board of Directors handbooks, which were handed out to board members at today's meeting.
 - C. Operations:** Mr. Mike Lopez provided a written report and stood for questions. He told the Board that the Arroyo well has gone down again. An electrician has been contacted and repairs are pending.
 - D. Finance:** Ms. Kathi Jackson provided an Income Report and reviewed it with the Board. She advised the Board that LRGPWWA staff would be attending a DFA budget workshop, and attending training in San Antonio, Texas for the LRGPWWA's new billing software.
- XI. Unfinished Business**
- A. Appointment of Directors for Districts 2 and 5:** LRGPWWA Board and Staff discussed a potential director for District 5 and ongoing recruiting efforts for District 2.
- XII. New Business**
- A. Review and comment on draft ICIP:** Tiffany Goolsby and the LRGPWWA Board and staff reviewed the LRGPWWA's draft ICIP and agreed with the project rankings. Ms. Karen Nichols advised the Board that this was just a discussion item and that if anyone had any questions or comments they could contact her, and that the ICIP must be finalized and adopted at May's board meeting in order to meet the June deadline.

- B. **Motion to authorize a second signatory on the LRGPWWA bank accounts:** Mr. Smith made the motion to add Ms. Esperanza Holguin as a signatory on the bank accounts. Mr. Evaro seconded the motion and the motion passed with all in favor.
 - C. **Motion to adopt Resolution FY2017-17, Third Quarter Budget:** Mr. Smith made the motion to adopt Resolution FY2017-17 and Ms. Holguin seconded the motion. The motion passed with none opposed.
 - D. **IPA Recommendations: Postponed**
 - E. **Motion to approve amendment to the LRGPWWA's Schedule of Rates and Fees- Delinquency Fee:** Mr. Martin Lopez reminded the Board that the LRGPWWA has between 300-400 disconnects every month and that he hoped to address this problem by raising the delinquency fee from \$20.00 to \$50.00 effective July 1, 2017. Ms. Holguin made the motion to raise the delinquency fee to \$50.00 effective July 1, 2017 and Mr. Evaro seconded the motion. The motion passed with all in favor.
 - F. **Motion to authorize LRGPWWA staff travel and attendance- 2017 DFA Budget Workshop on Wednesday, April 26, 2017:** Ms. Holguin made the motion to authorize staff travel and attendance and Mr. Smith seconded the motion. The motion passed with none opposed.
 - G. **Motion to authorize sending a notice in May billing to Districts 2 and 5 regarding recruitment of Board Directors:** Mr. Smith made the motion to send a notice in the LRGPWWA May billing and Mr. Evaro seconded the motion. The motion passed with all in favor.
 - H. **Motion to authorize drafting a letter to Representative Pearce opposing the elimination of USDA RD funds:** Ms. Holguin made the motion to authorize drafting the letter in opposition of the elimination of USDA RD funds, amending it to include the entire New Mexico congressional delegation. Mr. Smith seconded the motion and it passed with all in favor.
 - I. **Motion to adopt the RFP Evaluation Committee recommendation regarding RFP#LRG-FY2017-01, architectural firm for Central Operations Office Building Project:** Ms. Karen Nichols went over the RFP Report, which was included in the Board Packet. Mr. Smith made the motion to adopt the RFP committee's recommendation and select Wilson and Company as the architectural firm for the Central Operations Office Building Project. Mr. Evaro seconded the motion. Ms. Holguin abstained from the vote due to a potential conflict of interest, and the motion passed with the remaining board members in favor.
- XIII. **Other discussion and agenda items for next meeting, 9:30 a.m. May 17, 2017 at the La Mesa Office:**
- A. **Have any Board members participated in training? If so, please give us copies of your certificates.**
 - B. **Adopt Open Meetings Act Resolution for FY2018**
 - C. **Approve Board of Directors' meeting schedule (included in OMA Resolution)**
 - D. **Adopt Interim (proposed) Budget with Resolution- due by June 1st**
 - E. **IPA contract- submitted electronically by June 15th**
 - F. **Amendment to LRGPWWA Bulk Water Policy- backflow fee**
- XIV. **Adjourn:** Mr. Smith made the motion to adjourn the meeting of the LRGPWWA Board of Directors. Ms. Holguin seconded the motion and it passed unanimously. Mr. McMullen declared the meeting adjourned at 10:43 a.m.

Minutes approved May 17, 2017

Michael McMullen, Chairman (District 6)

Furman Smith, Vice-Chairman (District 7)

Esperanza Holguin, Secretary (District 4)

ABSENT

Raymundo Sanchez, Director (District 1)

Joe Evaro, Director (District 3)

VACANT

Director (District 5)

VACANT

Director (District 2)

NMED Drinking Water Bureau
2016 Public Water and Wastewater User Charge Survey for December 2015 Rates

2016 PUBLIC WATER AND SEWER RATE SURVEY - DECEMBER 2015 RATES													AWWA WATER AUDIT INFORMATION				
N/A = Not Applicable or Not Reported																	
Name of Public Water System	County	RESIDENTIAL 6,000 Gal. Water Rate/ Month Dec. 2015	COMMERCIAL 6,000 Gal. Water Rate/ Month Dec. 2015	Number of RESIDENTIAL WATER Connections	Number of COMMERCIAL WATER Connections	RESIDENTIAL 6,000 Gal. SEWER RATE/MONTH DEC 2015	COMMERCIAL 6,000 Gal. SEWER RATE/MONTH DEC 2015	Number of RESIDENTIAL SEWER Connections	Number of COMMERCIAL SEWER Connections	Monthly Water Production July 2015 (gallons)	Total Annual Water Production 2015 (gallons)	2015 Average Annual Water Production per Connection (gallons)	Did Not Complete AWWA Water Audit	Apparent Losses MG/YR	Real Losses MG/YR	Non- revenue water MG/YR	Data Validity Score (out of 100)
Albuquerque Bernalillo Co. Water Utility Authority	Bernalillo	\$31.49	\$32.24	180,854	21,353	20.89	23.27	175,758	18,761	3,341,775,100	30,284,525,000	149,770		93.0	1,211.0	1,839.0	83
Alcalde MDWCA	Rio Arriba	\$25.00	\$25.00	295	N/A	N/A	N/A	N/A	N/A	11,665,616	16,981,900	57,566	X				
Algodones WUA	Sandoval	\$37.49	N/A	148	2	N/A	N/A	N/A	N/A	1,090,670	11,029,060	73,527	X				
Alto De Las Flores MDWCA	Dona Ana	\$24.50	\$30.25	276	8	N/A	N/A	N/A	N/A	3,891,000	32,937,000	115,975	X				
Alto Lakes Water Sanitation District	Lincoln	\$56.53	\$56.53	1,264	24	\$70.43	\$180.00	74	3	9,186,300	119,999,230	93,167		0.281	9.961	1.693	85
Angel Fire	Colfax	\$44.12	\$44.12	1,546	98	\$49.29	\$49.29	149	72	15,977,173	156,059,148	94,926	X				
Anthony WSD	Dona Ana	\$26.45	\$36.00	2,769	135	\$23.34	\$27.06	2,562	94	41,042,000	393,581,125	135,531	X				
Apodaca MDWCA	Rio Arriba	\$20.00	N/A	44	N/A	N/A	N/A	N/A	N/A	717,970	5,171,810	117,541	X				
Aragon MDWCA	Catron	\$41.72	\$9.00	32	1	N/A	N/A	N/A	N/A	54,480	1,593,580	48,290	X				
Arroyo Seco MDWCA	Taos	\$31.50	\$31.50	126	17	N/A	N/A	N/A	N/A	590,700	7,501,900	52,461	X				
Artesia	Eddy	\$9.48	\$17.23	4,220	601	\$10.79	\$10.79	3,895	431	187,432,754	1,763,331,608	365,761	X				
Aztec	Colfax	\$35.70	\$39.90	2,833	374	\$42.00	\$43.00	2,373	275	47,454,000	372,493,000	116,150		1.100	63.731	70.211	85
Barranco MDWCA	San Miguel	\$50.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	71,200	937,100	N/A	X				
Bayard	Grant	\$22.36	\$29.87	844	56	\$15.25	\$16.49	844	56	5,576,580	59,473,820	66,082	X				
Belen	Valencia	\$31.70	\$31.70	2,523	307	\$37.42	\$37.42	2,501	307	65,864,50	72,024,172	25,450		33.732	124.472	177.521	67
Big Mesa MDWCA	Sierra	\$35.40	\$75.00	594	10	N/A	N/A	N/A	N/A	1,186,250	9,115,190	15,091	X				
Bloomfield	Colfax	\$27.42	\$41.16	2,760	307	\$27.42	\$41.16	2,115	221	45,948,000	426,052,000	138,915		19.795	26.689	51.392	55
Bluewater Lake MDWCA	Cibola	\$46.00	N/A	116	N/A	N/A	N/A	N/A	N/A	368,573	4,430,616	38,195	X				
Bluewater WSD	Cibola	\$62.73	\$96.80	169	1	\$54.27	\$46.69	169	1	1,015,110	9,222,140	54,248	X				
Bosque Farms	Valencia	\$25.52	\$25.52	1,370	105	\$28.99	\$28.99	1,312	104	9,856,000	100,895,000	68,403	X				

2016 Water and Sewer Rate Survey Results, Based on Dec. 2015 Rates
Please Call (505) 476-8620 to report any Rate Survey informational errors
Public Water Systems serve 15 connections or 25 people.

NMED Drinking Water Bureau
2016 Public Water and Wastewater User Charge Survey for December 2015 Rates

2016 PUBLIC WATER AND SEWER RATE SURVEY - DECEMBER 2015 RATES													AWWA WATER AUDIT INFORMATION				
N/A = Not Applicable or Not Reported													Did Not Complete AWWA Water Audit	Apparent Losses MG/YR	Real Losses MG/YR	Non-revenue water MG/YR	Data Validity Score (out of 100)
Name of Public Water System	County	RESIDENTIAL 6,000 Gal. Water Rate/ Month Dec. 2015	COMMERCIAL 6,000 Gal. Water Rate/ Month Dec. 2015	Number of RESIDENTIAL WATER Connections	Number of COMMERCIAL WATER Connections	RESIDENTIAL 6,000 Gal. SEWER RATE/MONTH DEC 2015	COMMERCIAL 6,000 Gal. SEWER RATE/MONTH DEC 2015	Number of RESIDENTIAL SEWER Connections	Number of COMMERCIAL SEWER Connections	Monthly Water Production July 2015 (gallons)	Total Annual Water Production 2015 (gallons)	2015 Average Annual Water Production per Connection (gallons)					
Camino Real Regional Utility Authority	Sandoval	\$18.11	\$25.00	5,180	275	\$15.57	\$15.57	50,100	275	112,604,700	897,756,210	164,575	X				
Canada De Los Alamos MDWCA	Santa Fe	\$45.00	N/A	24	N/A	N/A	N/A	N/A	N/A	88,250	625,250	26,052	X				
Canjilon MDWCA	Rio Arriba	\$37.00	\$100.00	168	3	N/A	N/A	N/A	N/A	693,900	6,312,300	36,914	X				
Canon MDWCA	Sandoval	\$61.95	\$61.95	127	N/A	N/A	N/A	N/A	N/A	519,170	6,204,000	48,850	X				
Canyon Hills MDWCA	Otero	\$20.06	N/A	27	N/A	N/A	N/A	N/A	N/A	232,000	1,070,770	39,658	X				
Capitan	Lincoln	\$30.95	\$34.48	717	89	\$15.00	\$17.00	223	63	6,879,000	56,485,000	70,081	X				
Carlsbad	Eddy	\$12.93	\$15.30	10,398	1,664	\$24.01	\$26.98	9,969	914	299,459,000	2,513,387,000	208,372		362.553	339.22	362.553	51
Carrizozo	Lincoln	\$20.50	\$21.50	476	80	\$19.00	Varies	394	4	7,091,200	121,190,090	217,968	X				
Causey	Roosevelt	\$24.00	\$24.00	20	7	N/A	N/A	N/A	N/A	190,270	2,965,620	109,838	X				
Chama	Rio Arriba	\$20.81	\$58.57	N/A	N/A	N/A	N/A	N/A	N/A	10,140,000	75,090,000	N/A	X				
Chamberino MDWCA	Dona Ana	\$31.01	N/A	212	N/A	N/A	N/A	N/A	N/A	1,967,000	17,742,570	83,691	X				
Chamita MDWCA	Rio Arriba	\$29.40	N/A	366	N/A	N/A	N/A	N/A	N/A	1,465,232	13,426,514	36,684	X				
Chupadero MDWCA	Santa Fe	\$39.00	N/A	54	N/A	N/A	N/A	N/A	N/A	185,735	2,290,732	42,421	X				
Cimarron	Colfax	\$38.98	\$98.66	391	20	\$21.95	\$32.45	284	13	1,443,031	20,608,863	50,143	X				
Clayton	Union	\$22.02	\$22.02	1,078	159	\$16.18	\$25.38	838	113	19,602,350	163,033,218	131,797	X				
Clovis	Curry	\$37.57	\$38.71	14,311	1,622	N/A	N/A	N/A	N/A	180,057,000	1,686,929,000	105,876	X				
Columbus	Luna	\$18.45	\$20.86	412	41	\$15.00	\$30.00	347	28	9,854,800	67,576,300	149,175		3.004	6.911	17.938	61
Corona	Lincoln	\$32.81	\$32.81	113	39	\$39.90	\$39.90	77	1	1,846,121	13,109,132	86,244	X				
Deming	Luna	\$12.87	\$23.15	5,420	562	\$17.76	\$20.28	4,635	439	127,534,300	1,006,916,900	168,324		17.052	18.166	353.501	60
Desert Aire	Dona Ana	\$25.25	N/A	245	N/A	N/A	N/A	N/A	N/A	3,119,919	28,906,490	117,986	X				
Dexter	Chaves	\$21.54	\$21.54	515	55	\$16.66	\$16.66	488	54	16,745,157	140,190,997	245,949	X				
Dixon MDWCA	Rio Arriba	\$27.00	\$27.00	198	8	N/A	N/A	N/A	N/A	634,900	6,632,900	32,199	X				
Dora	Roosevelt	\$28.00	\$28.00	60	10	N/A	N/A	N/A	N/A	1,812,033	9,831,550	140,451	X				
El Rito Canyon MDWCA	Rio Arriba	\$29.25	0	100	N/A	N/A	N/A	N/A	N/A	308,157	4,003,667	40,037	X				
El Vadito de Los Cerrillos	Santa Fe	\$75.00	N/A	182	N/A	N/A	N/A	N/A	N/A	402,980	3,989,750	21,922	X				

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Elida	Roosevelt	\$39.03	\$39.03	93	4	N/A	N/A	N/A	N/A	N/A	N/A	N/A	x				
Encino	Torrance	\$32.80	\$32.80	52	2	N/A	N/A	N/A	N/A	339,730	3,219,800	59,626	X				
Espanola	Rio Arriba	\$44.24	N/A	3,568	460	\$47.01	N/A	3,629	447	23,187,200	253,748,480	62,996	X				
Estancia	Torrance	\$19.19	\$24.68	318	87	\$28.65	\$34.22	N/A	80	7,244,965	99,939,580	246,764	X				
Eunice	Lea	\$19.00	\$31.00	1,270	150	\$16.00	\$25.00	1,270	150	61,037,800	471,131,921	331,783	X				
Fambrough MDWCA	Chaves	\$56.00	N/A	176	N/A	N/A	N/A	N/A	N/A	2,877,113	20,222,714	114,902	X				
Farmington	San Juan	\$46.11	\$62.88	13,945	2,542	\$36.10	\$49.12	12,646	1,830	437,796,000	4,051,358,000	245,730		55.4	314.1	419.9	59
Floyd	Roosevelt	\$33.00	\$41.00	25	20	\$40.90	N/A	N/A	N/A	530,000	6,207,000	137,933	X				
Gallup	McKinley	\$27.91	\$36.05	5,610	1,438	\$10.41	\$21.80	5,528	1,405	84,281,369	946,569,538	134,303		29.592	26.056	66.719	70
Garfield MDWCA	Dona Ana	\$32.50	\$51.25	N/A	N/A	N/A	N/A	N/A	N/A	12,525,200	100,770,800	N/A	X				
Grady	Curry	\$19.50	\$19.50	61	3	\$4.64	NA	N/A	N/A	801,100	6,537,100	102,142	X				
Grants	Cibola	\$32.48	\$31.79	2,845	408	\$29.10	N/A	2,525	383	46,237,800	403,489,853	124,036	X				
Grenville	Union	\$35.00	\$35.00	12	N/A	N/A	N/A	N/A	N/A	48,300	467,700	38,975	X				
Hachita MDWCA	Grant	\$73.60	\$30.00	24	N/A	N/A	N/A	N/A	N/A	147,800	1,639,450	68,310	X				
Hagerman	Chaves	\$20.74	\$20.74	444	34	\$15.64	\$15.64	372	N/A	13,259,622	105,535,466	220,785	X				
Hanover MDWCA	Grant	\$45.90	\$77.00	134	1	N/A	N/A	N/A	N/A	352,900	10,014,890	74,184	X				
Hatch	Dona Ana	\$12.30	\$12.30	716	116	\$17.25	\$21.00	1,126	211	10,553,600	239,393,670	287,733					
High Valley Water MDWCA	Dona Ana		N/A	24	N/A	N/A	N/A	N/A	N/A	289,260	3,155,670	131,486	X				
Hobbs	Lea	\$11.54	\$11.54	10,816	2,293	\$22.14	\$23.24	10,713	1,764	N/A	N/A	N/A	X				
Hope	Eddy	\$21.19	\$21.19	84	12	\$15.00	\$15.00	2	6	16,540	444,547	4,631	X				
House	Bernalillo	\$28.00	\$28.00	22	11	N/A	N/A	N/A	N/A	441,600	10,053,400	304,648	X				
Hurley	Grant	\$28.95	\$28.95	584	18	\$36.65	\$41.78	586	20	4,205,000	42,416,000	70,458		4.66	5.157	10.512	37
Jemez Springs DWA	Sandoval	\$61.42	\$75.10	377	35	N/A	N/A	N/A	N/A	1,789,100	21,283,080	51,658	X				
La Assoc. de Agua de Los Brazos	Rio Arriba	\$50.00	\$60.00	15	9	N/A	N/A	N/A	N/A	90,000	1,080,000	45,000	X				
La Jara Water Users Association	Sandoval	\$86.94	N/A	137	N/A	N/A	N/A	N/A	N/A	593,422	5,991,899	43,736	X				

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La Joya MDWCA	Socorro	\$26.00		43	5	N/A	N/A	N/A	N/A	258,912	4,437,557	92,449	X				
La Luz MDWCA	Otero	\$34.00	N/A	600	N/A	N/A	N/A	N/A	N/A	4,333,100	42,475,900	70,793	X				
La Union Mesa	Dona Ana	\$47.50	\$83.00	321	9	N/A	N/A	N/A	N/A	3,036,366	29,876,794	90,536	X				
Las Cruces	Dona Ana	\$14.59	\$22.05	28,374	4,255	\$17.34	\$23.78	30,034	3,359	683,165,000	6,323,266,000	193,793		170.030	728.12	942.33	79
Leasburg MDWCA	Dona Ana	\$24.40	\$24.40	300	6	N/A	N/A	N/A	N/A	4,085,190	35,744,340	116,812	X				
Ledoux MDWCA	Mora	\$19.00	\$35.00	63	1	N/A	N/A	N/A	N/A	101,590	1,055,997	16,500	X				
Lee Acres Water Users Association	San Juan	\$34.00	\$34.00	1,447	22	N/A	N/A	N/A	N/A	15,224,000	132,803,000	90,404	X				
Liberty MDWCA	Quay	\$27.06	\$27.06	82	1	N/A	N/A	N/A	N/A	934,400	6,824,230	82,220	X				
Logan	Quay	\$18.25	\$18.25	984	88	\$25.00	\$30.00	925	56	17,285,000	105,873,400	98,763	X				
Lordsburg	Hidalgo	\$19.65	\$27.50	961	140	\$23.00	\$30.00	961	140	14,316,500	128,747,000	116,936	X				
Los Alamos	Los Alamos	\$33.07	\$33.07	6,898	436	\$40.69	\$120.41	6,709	294	109,979,500	1,104,995,400	150,667	X				
Lower Des Montes MDWCA	Taos	\$27.30	\$27.30	105	N/A	N/A	N/A	N/A	N/A	1,689,700	1,394,200	13,278	X				
Lower Rio Grande Public WUA	Dona Ana	\$27.95	\$59.22	4,438	180	\$22.50	\$27.75	499	11	55,324,300	535,843,600	116,034	X	15.702	80.272	106.55	76.5
Lower Valley Water Users Assoc.	San Juan	\$24.30	\$24.30	2,678	226	N/A	N/A	N/A	N/A	46,603,000	409,422,000	140,986	X				
Lumberton MDWCA	Rio Arriba	\$97.00	\$155.00	80	1	N/A	N/A	N/A	N/A	394,770	4,725,585	58,341	X				
Melrose	Curry	\$19.30	\$19.30	475	33	\$12.25	\$15.20	446	27	5,309,200	33,101,700	65,161	X				
Mescalero Ridge Water Co-Op	Lea	\$52.00	\$52.00	16	5	N/A	N/A	N/A	N/A	275,800	3,617,200	172,248	X				
Miami Water Users Association	Colfax	\$72.00	N/A	71	1	N/A	N/A	N/A	N/A	416,109	3,946,872	54,818	X	0.052	0.515	1,258	40
Moriarty	Torrance	\$14.45	\$14.45	762	218	\$21.50	\$23.96	760	150	15,273,550	132,847,580	135,559	X				

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Mountain Orchard MDWCA	Otero	\$37.50		39	N/A	N/A	N/A	N/A	N/A	210,500	1,517,720	38,916	X				
Mountainair	Torrance	\$11.00	\$16.50	493	86	\$11.75	\$40.00	485	86	98,679	1,117,564	1,930	X				
Navajo Dam DWC Inc.	San Juan	\$53.50	\$64.00	164	18	N/A	N/A	N/A	N/A	1,385,000	14,140,000	77,692		6.071	N/A	N/A	N/A
Nogal MDWCA	Lincoln	\$43.50	N/A	35	2	N/A	N/A	N/A	N/A	97,290	1,335,160	36,085	X				
Ojo Sarco MDWCA	Rio Arriba	\$47.75	N/A	100	N/A	N/A	N/A	N/A	N/A	327,860	3,556,280	35,563	X				
Pena Blanca Water And Sanitation District	Sandoval	\$32.00			137					855,357	8,636,156	63,038	X				
Picacho MDWCA	Dona Ana	\$32.20	\$44.32	313	3	N/A	N/A	N/A	N/A	4,031,000	31,120,700	98,483	X				
Pine River MDCA	San Juan	\$50.00	N/A	15	N/A	N/A	N/A	N/A	N/A	151,980	7,131,076	475,405	X				
Pinos Altos MDWCA	Grant	\$58.56	\$58.56	134	3	N/A	N/A	N/A	N/A	591,250	6,669,250	48,681	X				
Polvadera MDWCA	Socorro	\$22.25	\$22.25	585	N/A	N/A	N/A	N/A	N/A	6,991,800	61,201,800	104,618	X				
Ponderosa MDWCA	Sandoval	\$28.75	\$28.75	193	4	N/A	N/A	N/A	N/A	134,290,370	11,078,934	56,238	X				
Questa	Taos	\$26.69	\$27.29	659	80	\$20.20	\$40.41	365	49	63,652	741,766	1,004	X				
Raton	Colfax	\$21.55	\$27.84	3,441	525	\$19.18	\$21.18	2,930	427	42,931,000	363,604,000	91,680	X				
Red River	Taos	\$23.25	\$23.25	598	86	\$47.99	\$47.00	501	87	16,699,800	169,558,500	247,893		1.206	73.757	84.623	50
Regina MDWCA	Sandoval	\$34.50	N/A	261	N/A	N/A	N/A	N/A	N/A	736,830	7,158,940	27,429	X				
Rio Chiquito MDWCA	Santa Fe	\$30.00	N/A	61	N/A	N/A	N/A	N/A	N/A	253,000	3,102,000	50,852	X				
Rio Embudo MDWCA	Rio Arriba	\$22.50		65						187,170	1,612,150	24,802	x				
Riveras MDWUA	Guadalupe	\$44.81	\$62.42	26	2	N/A	NA	N/A		333	3,419,000	122,107	X				
Roswell	Chaves	\$21.88	\$21.88	17,500	1,500	\$18.30	\$18.30	17,500	1,500	490,947,000	3,742,751,000	196,987	X				
Roy	Harding	\$17.50	\$17.50	N/A	N/A	\$10.00	\$10.00	N/A	N/A	N/A	N/A	N/A		0.097	1.752	2.77	31
Ruidoso Downs	Lincoln	\$29.28	29.53	702	78	\$21.03	\$52.50	624	61	11,748,011	125,832,194	161,323	X				

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San Cristobal MDWCA	Taos	\$55.00	N/A	55	N/A	N/A	N/A	N/A	N/A	45,300	481,500	8,755	X				
San Jon	Quay	\$26.41	26.41	122	11	\$17.47	\$36.54	99	8	1,490,000	16,510,000	124,135		0.079	3.116	3.528	81
San Pablo MDWCA	Dona Ana	\$29.48	\$29.48	192	N/A	\$53.64	\$53.64	176	N/A	N/A	N/A	N/A	X				
San Ysidro	Sandoval	\$51.00	\$150.00	82	10	N/A	N/A	N/A	N/A	951,857,09	1,139,607,128	12,387,034	X				
Santa Fe County	Santa Fe	\$53.53	\$68.39	3,286	86	\$34.73	\$34.73	1,823	21	40,906,996	370,330,045	109,825					
Santa Fe*	Santa Fe	\$54.78	\$110.03	30,991	3,148	\$29.14	\$29.14	31,444	4,089	271,531,339	2,626,958,728	76,949					
Santa Rosa	Guadalupe	\$16.57	\$16.57	706	189	\$30.63	\$60.79	622	145	18,270,000	183,245,000	204,743		5.519	17.054	22.673	56
Sierra Vista Mutual Domestic Assoc.	Bernalillo	\$85.00	N/A	132	N/A	N/A	N/A	N/A	N/A	1,586,600	11,262,900	85,325	X				
Silver City	Grant	\$32.69	\$32.69	5,622	628	\$16.23	\$16.23	3,789	495	64,165,000	697,278,500	111,565					
Socorro	Socorro	\$21.83	\$21.83	3,365	390	\$23.59	\$23.59	2,928	286	39,353,600	390,293,900	103,940	X				
Solacito MDWCA	Santa Fe	\$50.00	N/A	10	N/A	N/A	N/A	N/A	N/A	75,000	1,000,000	100,000	X				
South Holman MDWCA	Mora	\$48.00	N/A	38	N/A	N/A	N/A	N/A	N/A	44,050	480,070	12,633	X				
Springer	Colfax	\$26.95	\$29.95	460	65	\$19.00	\$29.00	400	30	4,423,600	49,385,600	94,068		0.18	0.442	0.93	37
Talpa MDWCA	Taos	\$24.15	N/A	230	N/A	n/a	n/a	N/a	N/a	1,122,745	12,932,867	56,230	X				
Taos	Taos	\$26.18	\$31.44	1,709	616	\$39.14	\$51.91	1,726	660	32,285,990	284,255,550	122,260		3.557	61.672	69.061	75
Tatum	Lea	\$24.15	N/A	230	N/A	N/A	N/A	N/A	N/A	1,122,748	12,932,867	56,230	X				
Tesuque MDWCA	Santa Fe	\$41.00	\$154.00	101	4	N/A	N/A	N/A	N/A	529,974	5,663,290	53,936	X				
Texico	Curry	\$37.12	\$37.12	356	20	\$15.70	\$18.47	342	24	4,421,000	42,578,000	113,239	X				
Thoreau Water & Sanitation Dist.	Mckinley	\$30.48	\$30.48	370	N/A	\$16.04	\$16.04	370	N/A		33,522,200	90,601	X				
Tierra Monte Water Users Assoc.	Bernalillo	\$110.00	N/A	32	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	X				
Tijeras	Bernalillo	\$42.93	\$45.32	102	36	N/A	N/A	N/A	N/A	785,400	3,082,220	22,335	X				

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2016 PUBLIC WATER AND SEWER RATE SURVEY - DECEMBER 2015 RATES													N/A = Not Applicable or Not Reported					AWWA WATER AUDIT INFORMATION				
Name of Public Water System	County	RESIDENTIAL 6,000 Gal. Water Rate/ Month Dec. 2015	COMMERCIAL 6,000 Gal. Water Rate/ Month Dec. 2015	Number of RESIDENTIAL WATER Connections	Number of COMMERCIAL WATER Connections	RESIDENTIAL 6,000 Gal. SEWER RATE/MONTH DEC 2015	COMMERCIAL 6,000 Gal. SEWER RATE/MONTH DEC 2015	Number of RESIDENTIAL SEWER Connections	Number of COMMERCIAL SEWER Connections	Monthly Water Production July 2015 (gallons)	Total Annual Water Production 2015 (gallons)	2015 Average Annual Water Production per Connection (gallons)	Did Not Complete AWWA Water Audit	Apparent Losses MG/YR	Real Losses MG/YR	Non- revenue water MG/YR	Data Validity Score (out of 100)					
Timberon Water and San Dist.	Otero	\$59.60	\$59.60	720	720	N/A	N/A	N/A	N/A	3,702,950	43,209,496	30,007	X									
Trampas MDWCA	Taos	\$33.00	N/A	62	N/A	N/A	N/A	N/A	N/A	93,530	1,099,610	17,736	X									
Tucumcari	Quay	\$28.25	\$35.90	2,144	365	\$34.61	\$38.94	1,873	307	36,659,000	345,267,000	137,611	X									
Tularosa	Otero	\$30.93	\$30.93	1,327	82	\$13.19	\$13.19	914	67	22,202,000	205,524,000	145,865	X									
Vallecitos MDWCA	Rio Arriba	\$35.76	N/A	29	N/A	N/A	N/A	N/A	N/A	119,540	1,499,175	51,696	X									
Vaughn	Guadalupe	\$27.61	\$35.03	229	27	\$7.00	\$15.75	144	27	35,208,31	4,039,599	15,780	X									
Viriden	Hidalgo	\$24.00	N/A	50	N/A	N/A	N/A	N/A	N/A	448,770	3,723,436	74,469		0.03	0.36	0.39	40					
Wagon Mound	Mora	\$15.25	\$18.90	147	8	\$15.25	\$18.90	147	8	3,429,620	19,272,439	124,338	X									
White Cliffs MDWUA	Mckinley	\$34.00	\$34.00	74	1	\$28.00	\$28.00	73	1	318,250	2,958,000	39,440	X									
Winterhaven MDWCA and SWA	Dona Ana	\$35.00	N/A	51	N/A	\$40.00	N/A	59	N/A	520,894	4,617,569	90,541	X									
* 1.5 inch meter rate used for commercial rate																						
Average		\$34.67	\$39.84	3,030	513	\$25.24	\$33.16	6,675	706	56,656,658	497,335,243	192,499										
Minimum		\$9.48	\$0.00	10	1	\$4.64	\$10.00	2	1	333	444,547	1,004										
Maximum		\$110.00	\$155.00	180,854	21,353	\$70.43	\$180.00	175,758	18,761	3,341,775,100	30,284,525,000	12,387,034										
2016 Average Water Rates Based on Number of Connection for Public Water Systems						2016 Average Residential Sewer Rates Based on Number of Connections for Public Sewer Systems																
Water System Rates	< 50 Connections	50 to 200 Connections	201 to 1,000 Connections	1,001 to 5,000 Connections	> 5,000 Connections	Sewer System Rates	< 50 Connections	50 to 200 Connections	201 to 1,000 Connections	1,001 to 5,000 Connections	> 5,000 Connections											
Total Number of Systems in Size Category	21	42	39	21	13	Total Number of Systems in Size Category	1	10	23	17	9											
Average Rate	\$43.40	\$42.01	\$27.42	\$30.63	\$27.35	Average Rate	\$15.00	\$43.37	\$24.86	\$27.22	\$23.46											
Minimum Rate	\$20.00	\$15.25	\$11.00	\$9.48	\$11.54	Minimum Rate	\$15.00	\$13.19	\$16.23	\$10.79	\$10.41											
Maximum Rate	\$110.00	\$97.00	\$61.42	\$56.53	\$54.78	Maximum Rate	\$15.00	\$60.79	\$51.91	\$47.01	\$40.69											

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NMED Drinking Water Bureau
2016 Privately Owned Public Water and Wastewater User Charge Survey for December 2015 Rates

2016 PRIVATELY OWNED PUBLIC WATER AND SEWER RATE SURVEY - DECEMBER 2015 RATES													AWWA WATER AUDIT INFORMATION				
N/A = Not Applicable or Not Reported																	
Name of Privately Owned Public Water System	County	RESIDENTIAL 6000 GAL WATER RATE/MONTH DEC 2015	COMMERCIAL 6000 GAL WATER RATE/MONTH DEC 2015	NUMBER OF RESIDENTIAL WATER CONNECTIONS	NUMBER OF COMMERCIAL WATER CONNECTIONS	RESIDENTIAL 6000 GAL SEWER RATE/MONTH DEC 2015	COMMERCIAL 6000 GAL SEWER RATE/MONTH DEC 2015	NUMBER OF RESIDENTIAL SEWER CONNECTIONS	NUMBER OF COMMERCIAL SEWER CONNECTIONS	MONTHLY WATER PRODUCTION FOR JULY 2015 (gallons)	TOTAL ANNUAL WATER PRODUCTION 2015 (gallons)	2015 Average Annual Water Production per Connection (gallons)	Did Not Complete AWWA Water Audit	Apparent Losses MG/YR	Real Losses MG/YR	Non-revenue water MG/YR	Data Validity Score (out of 100)
Alamo Height Water Users Assoc.	Otero	\$25.00	N/A	20	N/A	N/A	N/A	N/A	N/A	246,400	2,233,000	111,650	X				
Arenas Valley Water Association	Grant	\$38.94	\$38.94	466	19	N/A	N/A	N/A	N/A	2,960,811	30,132,204	62,128	X				
Artesia Rural Water Co-Op	Eddy	\$36.30	\$66.00	703	26	N/A	N/A	N/A	N/A	11,282,000	100,699,000	138,133	X				
Boles Acres Water System	Otero	\$52.63	N/A	279	N/A	N/A	N/A	N/A	N/A	3,173,100	23,083,241	82,736	X				
Caprock Water Company	Eddy	\$34.86	\$31.85	80	1	N/A	N/A	N/A	N/A	3,462,648	32,760,000	404,444	X				
Casas Adobas Water Co.	Grant	\$44.00	\$44.00	130	2	NA	N/A	N/A	N/A	1,357,700	1,460,400	11,234	X				
Chippeway Water Users Association	Otero	\$560.00	\$560.00	N/A	N/A	N/A	N/A	N/A	N/A	NA	5,000,000	N/A	X				
Cloud Country Estates WUA	Otero	\$29.00	\$29.00	131	3	N/A	N/A	N/A	N/A	1,077,801	15,458,550	115,362	X				
Cloud Country West	Otero	\$20.75	N/A	96	N/A	N/A	N/A	N/A	N/A	359,600	3,605,300	37,555	X				
Echo Valley Water Company	Torrance	\$28.41	N/A	260	N/A	N/A	N/A	N/A	N/A	906,700	9,300,500	N/A	X				
Entranosa Water And Wastewater Coop.	Bernalillo	\$45.98	\$45.98	3,178	60	N/A	N/A	N/A	N/A	44,039,000	421,439,000	130,154	X				
EPCOR Water NM Inc.; Edgewood	Santa Fe	\$57.68	\$69.94	1,851	79	N/A	NA	N/A	N/A	11,775,000	124,684,000	64,603	X				
Forest Park Property Owners Coop	Bernalillo	\$40.00	\$40.00	74	1	N/A	N/A	N/A	N/A	313,090	3,752,190	50,705	X				
Hacienda Acres Water System	Dona Ana	\$23.51	N/A	1110	1110	N/A	N/A	N/A	N/A	19,421,268	145,600,336	131,171	X				
High Rolls Community Water Coop	Otero	\$18.50	\$18.50	127	4	N/A	N/A	N/A	N/A	620,000	5,922,210	N/A					
Hofheins/Marcel Thomas Assoc Coop Inc	Sandoval	\$40.50	N/A	30	N/A	N/A	N/A	N/A	N/A	247,560	2,014,775	67,159	X				

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Name of Privately Owned Public Water System	County	RESIDENTIAL 6000 GAL WATER RATE/MONTH DEC 2015	COMMERCIAL 6000 GAL WATER RATE/MONTH DEC 2015	NUMBER OF RESIDENTIAL WATER CONNECTIONS	NUMBER OF COMMERCIAL WATER CONNECTIONS	RESIDENTIAL 6000 GAL SEWER RATE/MONTH DEC 2015	COMMERCIAL 6000 GAL SEWER RATE/MONTH DEC 2015	NUMBER OF RESIDENTIAL SEWER CONNECTIONS	NUMBER OF COMMERCIAL SEWER CONNECTIONS	MONTHLY WATER PRODUCTION FOR JULY 2015 (gallons)	TOTAL ANNUAL WATER PRODUCTION 2015 (gallons)	2015 Average Annual Water Production per Connection (gallons)	Did Not Complete AWWA Water Audit	Apparent Losses MG/YR	Real Losses MG/YR	Non-revenue water MG/YR	Data Validity Score (out of 100)
Homestead Landowners Association	Catron	\$29.03	\$29.03	77	4	N/A	N/A	N/A	N/A	842,760	8,186,000	106,312	X				
Karr Canyon Estates WUA	Otero	\$30.00	N/A	48	N/A	N/A	N/A	N/A	N/A	293,900	3,263,300	67,985	X				
La Mesa Water Coop	Sandoval	\$47.75	N/A	326	NA	N/A	N/A	N/A	N/A	2,829,196	25,247,435	77,446	X				
Laborcita Water Users Association	Otero	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	928,300	6,756,700	N/A	X				
Lake Section Water Co.	Taos	\$19.44	\$24.06	4000	50	N/A	N/A	N/A	N/A	82,361,000	690,070,000	170,388		27.4			
Las Alturas Estates	Dona Ana	\$22.07	N/A	231	N/A	N/A	N/A	N/A	N/A	5,700,100	37,841,200	163,815	X				
Las Campanas Water And Sewer Coop.	Santa Fe	\$58.10	\$58.10	588	81	\$65.00	\$49.80	811	23	9,822,000	72,551,000	108,447	X				
Las Haciendas Homeowners WUA	Taos	\$19.33	N/A	28	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	X				
Mayhill Water Supply Corp.	Otero	\$24.50	N/A	48	N/A	N/A	N/A	N/A	N/A	114,464	1,215,708	25,327	X				
Melody Ranch Water Company	Torrance	\$32.17	N/A	85	N/A	N/A	N/A	N/A	N/A	543,680	4,815,770	N/A	X				
Mesilla Park Manor Water System	Dona Ana	\$21.17	N/A	771	N/A	N/A	N/A	N/A	N/A	30,799,400	293,111,900	380,171	X				
Morwest Corporation	Lea	N/A	\$10.01	N/A	4	N/A	N/A	N/A	N/A	3,780,000	45,360,000	11,340,000	X				
National Solar Observatory	Otero	N/A	\$46.83	47	1	N/A	N/A	N/A	N/A	465,300	5,042,250	105,047	X				
Pueblos Los Cerros HOA	Sandoval	\$62.52	N/A	100	N/A	\$37.52	N/A	100	N/A	2,543,200	13,922,950	139,230	X				
Rad Water Users Coop	Quay	\$77.50	\$77.50	282	5	N/A	N/A	N/A	N/A	1,393,000	12,902,000	44,955	X				
Rancho Grande Water Association Inc	Catron	\$33.09	\$40.09	80	N/A	N/A	N/A	N/A	N/A	156,200	1,831,300	22,891	X				
Rincon Water Consumers Co-Op	Dona Ana	\$26.00	\$26.00	184	11	N/A	N/A	N/A	N/A	3,661,300	39,716,200	215,849	X				
Robinhood Water Users Association	Otero	\$53.46	N/A	155	N/A	N/A	N/A	N/A	N/A	429,600	5,362,727	34,598	X				
Rolling Hills Water	Otero	\$59.00	N/A	15	N/A	N/A	N/A	N/A	N/A	73,060	1,273,564	84,904	X				

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Roosevelt County WUA	Roosevelt	\$56.62	\$56.62	1,440	N/A	N/A	N/A	N/A	N/A	16,570,000	186,877,000	129,776	X					
Rosa Joint Ventures Water System	San Juan	\$77.00	N/A	70	N/A	\$15.00	N/A	70	N/A	188,980	2,251,942	32,171	X					
San Andres Estates Water System	Dona Ana	\$20.45	N/A	285	N/A	N/A	N/A	N/A	N/A	2,939,000	31,422,000	110,253	X					
South Hills Water Company	Bernalillo	\$46.20	N/A	201	N/A	\$47.20	N/A	60	N/A	1,282,500	16,136,600	80,282	X					
Sunlit Hills Water System	Santa Fe	\$38.00	\$45.00	430	1	N/A	N/A	N/A	N/A	3,873,000	34,843,000	80,842	X					
Thunder Mountain	Santa Fe	\$53.55	\$53.75	734	14	N/A	N/A	N/A	N/A	6,499,000	61,356,000	82,027	X					
Tijeras Water Cooperative	Bernalillo	\$55.00	\$82.50	53	1	N/A	N/A	N/A	N/A	347,525	3,314,225	62,533		0.156	0.511	0.718	35	
Triple J MHP	Lea	N/A	N/A	62	N/A	N/A	N/A	62	N/A	548,217	N/A	N/A	X					
Vista De Oro De Placitas Water Users Coop.	Sandoval	\$49.33	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2,944,02	2,759,124	N/A	X					
Weed Water Users Association	Otero	\$23.80	\$23.80	23	6	N/A	N/A	N/A	N/A	124,170,	828,873	28,582	X					
West Mesa Water	Dona Ana	\$35.50	N/A	109	N/A	N/A	N/A	N/A	N/A	1,446,348	16,472,100	151,120	X					
Average		\$51.59	\$43.52	453	71	\$41.18	\$49.80	221	23	6,706,517	57,997,172	401,368						
Minimum		\$18.50	\$10.01	15	1	\$15.00	\$49.80	60	23	73,060	828,873	11,234						
Maximum		\$560.00	\$82.50	4000	1110	\$65.00	\$49.80	811	23	82,361,000	690,070,000	11,340,000						
2016 Average Residential Water Rates Based on Number of Connections for Privately Owned Public Water Systems					2016 Average Residential Sewer Rates Based on Number of Connections for Privately Owned Public Sewer Systems													
Water System Rates	< 50 Connections	50 to 200 Connections	201 to 1,000 Connections	1,001 to 5,000 Connections	Sewer System Rates	< 50 Connections	50 to 200 Connections	201 to 1,000 Connections	1,001 to 5,000 Connections									
Total Number of Systems in Size Category	8	16	13	5	Total Number of Systems in Size Category	0	4	1	0									
Average Rate	\$31.73	\$39.39	\$41.62	\$40.65	Average Rate	N/A	\$33.24	\$65.00	N/A									
Minimum Rate	\$19.33	\$18.50	\$20.45	\$19.44	Minimum Rate	N/A	\$15.00	\$65.00	N/A									
Maximum Rate	\$59.00	\$77.00	\$77.50	\$57.68	Maximum Rate	N/A	\$47.20	\$65.00	N/A									

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LRGPWWA
Manager's Report
May 17, 2017

-) USDA RD has returned Promissory Note for vehicle purchase loans, have submitted to NM Secretary of State for filing
-) LRGPWWA Organ Lagoon discharge permit application is out for public comment, notice has been sent to NM Commissioner of Public Lands, since a portion of the facility is located on their land
-) Renewal of business lease for Organ Lagoon site is being finalized for submittal to NM Commissioner of Public Lands
-) Valle Del Rio System had a non-sampling violation for Haloacetic Acids for 2016 will take sample in July 2017 to get back into compliance
-) Dona Ana County to regulate what septic haulers discharge at South Central Regional Wastewater Facility-should have no impact to LRGPWWA
-) Dona Ana County to conduct a wastewater rate study. If rates are increased it will impact LRGPWWA South Valley sewer customers.
-) LRGPWWA staff are gathering data for 2016 Water Audit (water loss analysis)
-) No inquiries from members to serve as District 2 or 5 Director
-) 401K funds have been distributed to qualifying staff for 2016
-) Internal job posting for Inventory Assistant to be posted May 22nd
-) External job posting for two operators/trainees/laborers after July 1st

**LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY
PROJECTS REPORT – 05/17/17**

Authority Construction Projects:

LRG-11-02.2 – Mesquite-Brazito Sewer Project – Bohannon Huston, Inc. – LOC-Design Stage – NMFA PG/SAP funded Planning, \$30k 2014 SAP, \$540,608 2014 CITF (10% Loan), USDA-RD Loan \$357,000 @ 3.250%, Grant \$1,194,919, Colonias Grants of \$6,356,474 & \$119,407 Four lift station land tracts are still in various stages of acquisition, one tract potentially may require condemnation. Critical easements necessary for specific pipeline routes have all been acquired except one property (Nicanor Annua) that is still negotiating but may require condemnation. NMDOT, EBID and DAC permits have been submitted and are in process, expect responses and permits by end of May. 95% Final Design to be submitted to USDA and LRGPWWA operations by mid-May for internal review.

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

LRG-11-05 – South Valley Water Supply & Treatment Project WTB #252– Bohannon Huston - Design stage - \$750,000 WTB – 10% Loan 10% Match: The WTB will make funding recommendations to the NMFA board on 5/31/17 (rescheduled from 5/10 and 5/24). I plan to attend the Water Trust Board meeting in Santa Fe. The NMFA Board meets on 6/22/17.

LRG-17-01 – Water Master Plan: Water Master Plan support modules are being developed. Central GIS Database will be finalized first with a conversion to the Central Computer Water Model enabling current system evaluations. All pertinent GIS information has been submitted by LRGPWWA for incorporation. An EBID outreach meeting may be scheduled for the Week of May 22 to discover and discuss groundwater production feasibility and long term outlook. Reversion date for current funding is 6/21/17. Remaining funds after May Requisitions total \$44,491.47. WTB meeting has been postponed to 5/31/17 for action on current funding application; NMFA Board meets 6/22/17 for final approval of funding awards.

LRG-17-02 – Central Office Building: Contract proposal from Wilson & Company is in negotiation. Update of Project Interest Form with NMED-DWB for NM DWSRLF application is pending input from architect. Martin & I met with Mark Valenzuela of George K. Baum & Company concerning potential private sector funding and green components, and he will return with more information.

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

LRG-15-01 – System-wide Information Technology Standardization - SCADA - \$130,000 NM SAP & \$90,000 NM SAP – Molzen Corbin Associates: Molzen Corbin has reviewed submittals and RFIs from the contractor. Fabrication at the contractor's site is ongoing.

LRG-15-01 – System-wide Information Technology Standardization – Equipment Purchase - \$37,500 NM SAP – In-House/Gamwell Tech: Computer equipment has been ordered thru the Dell statewide agreement; all of the components have been received except one laptop. Some of the truck mounting equipment needs to be returned because the wrong item was sent. All of the invoices and the credit

memo for the missing laptop are in, and that laptop needs to be re-ordered and invoiced. The approximately \$3k remaining has been allocated to purchase meters.

LRG-13-03 – Valle Del Rio Water System Project – RFP/Planning/Design Stage - \$1,197,708 DWSRLF funding - \$898,281 principal forgiveness – 299,427 loan repayment – Souder, Miller & Associates: SMA has submitted the preliminary design plans, contract documents and technical specifications to NMED)-CPB, NMED-DWB and DAC for review and approval. Approval for the preliminary design has been received from NMED-DWB. SMA has met with DAC to discuss their concerns and has received comments from NMED-CPB. SMA is continuing to work on the re-design of the booster station improvements and service connections within the DAC roadway after a discussion with Lower Rio Grande PWWA regarding the limited options and will respond to NMED-CPB comments and submit the right-of-way permit application to DAC once completed. SMA will draft an amendment for the final design schedule and construction phase services including notice to proceed sheets.

LRG-14-01 – Waterline Extension Project (incl. Veterans Road) – Design/Build - \$882,430 CITF incl. 10% Loan – Parkhill, Smith & Cooper - Monthly Project Update: Progress April 2017: PSC submitted final review plans and specifications to LRGPWWA and NMED-CPB, and submitted DAC Utility Permits for Berino Extensions. Planned Activities for May 2017: NMED-CPB final review should be completed in 30 days from April 26. NMDOT permit for time extension should be approved. PSC will file two easements on Camino Santo obtained by Martin with the county. Attorney is working with the owner's attorney on the Jacquez Rd. easement and will hopefully get that concluded. PSC will prepare the bid ad to be issued upon NMED-CPB approval and will issue the final updated consolidated Plan Set and Project Manual.

Other projects:

Infrastructure Capital Improvements Plan 2019-2023: ICIP deadline is June 16, so the board needs to adopt the plan today. Public Input Meetings were held 4/11/17 in La Mesa and on 4/12/17 at the East Mesa office, and the board reviewed the draft plan at its April meeting.

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. Delivery of documents from the East Mesa Office for sorting and storage or shredding is still pending. Bin has not been sent out for shredding in the past month.

Website and Email – Notices and Board Minutes pages are current. Other updates are ongoing. Additional Board Training information was added to the Directors Only page.

Training – nothing to report for the past month.

Lower Rio Grande Water Users Organization – nothing new to report

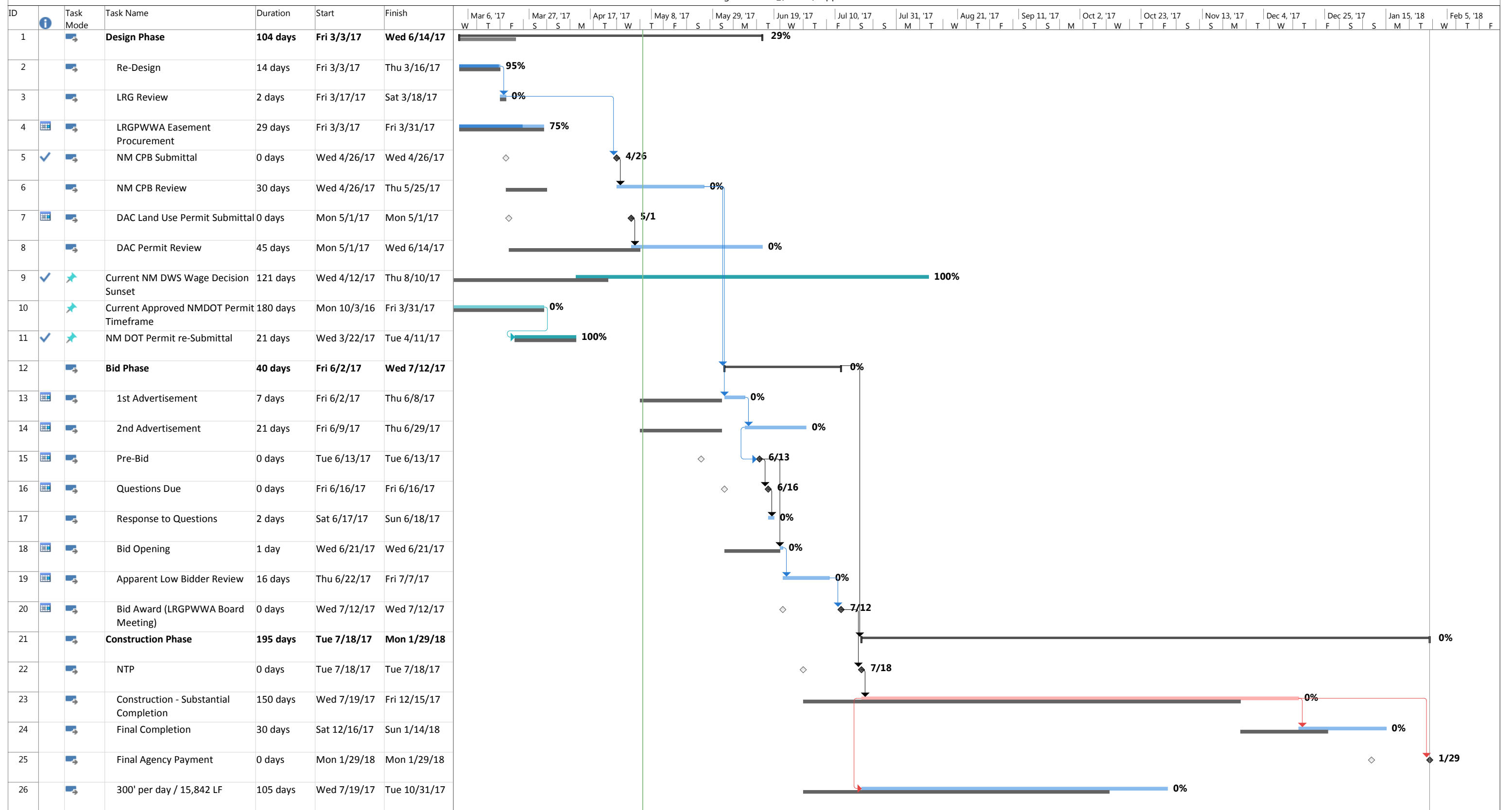
EBID Surface Water Plant: - nothing new to report.

As Needed Engineering Services: Currently we have 3 active Task Orders: 1. Vencor Engineering for Phase III (Berino/Bosque) establishing GPS coordinates and mapping for all of our system components was issued 4/24/17 and is underway, 2. Bohannon Huston, Inc. for development of construction cost estimates for replacing the pipeline in the Hwy. 70 crossing in Organ was issued 4/24/17, and 3.

Bohannan Huston for working on the renewal of the State Land Office lease in Organ was issued 5/1/17. Another task order will be developed to adjust boundaries between voting districts once we determine if boundaries between districts need to shift to maintain equal representation.

Water Audit: Met with Finance on 5/2/17 and Operations on 5/4/17 to discuss data needed to complete the 2016 water audits. Determined that we will audit Organ, Butterfield Park, Brazito, La Mesa and Valle Del Rio separately and Mesquite, Vado, Berino and Desert Sands combined. Will check progress on data gathering weekly, and hopefully be able to set a date to complete the audit by 5/18/17.

Revised Design Schedule_(5-4-17).mpp



Lower Rio Grande PWWA

Operators Report

May 17, 2017

System Problems and Repairs.

- Backflow inspections are current.(Mesquite District)
- The wetland demolition continues.
- Well #3 has been working well after a new pump and motor were installed.
- We had 5 New Water Services that were installed.
- For the month of April, we were issued 353 work and service orders.
- For the month of March, we were issued 493 work and service orders.
- The distribution crew is completing the new Port of Entry service this week.
- The Arroyo well had a blown wire on the Motor, we are waiting on a new pump, motor, pitless adapter and new check valves.
- The South Valley Sanitary Survey went very well we should see a report this week.
- We had a company test some of our meters this month I will pass around the results of the meter testing.

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

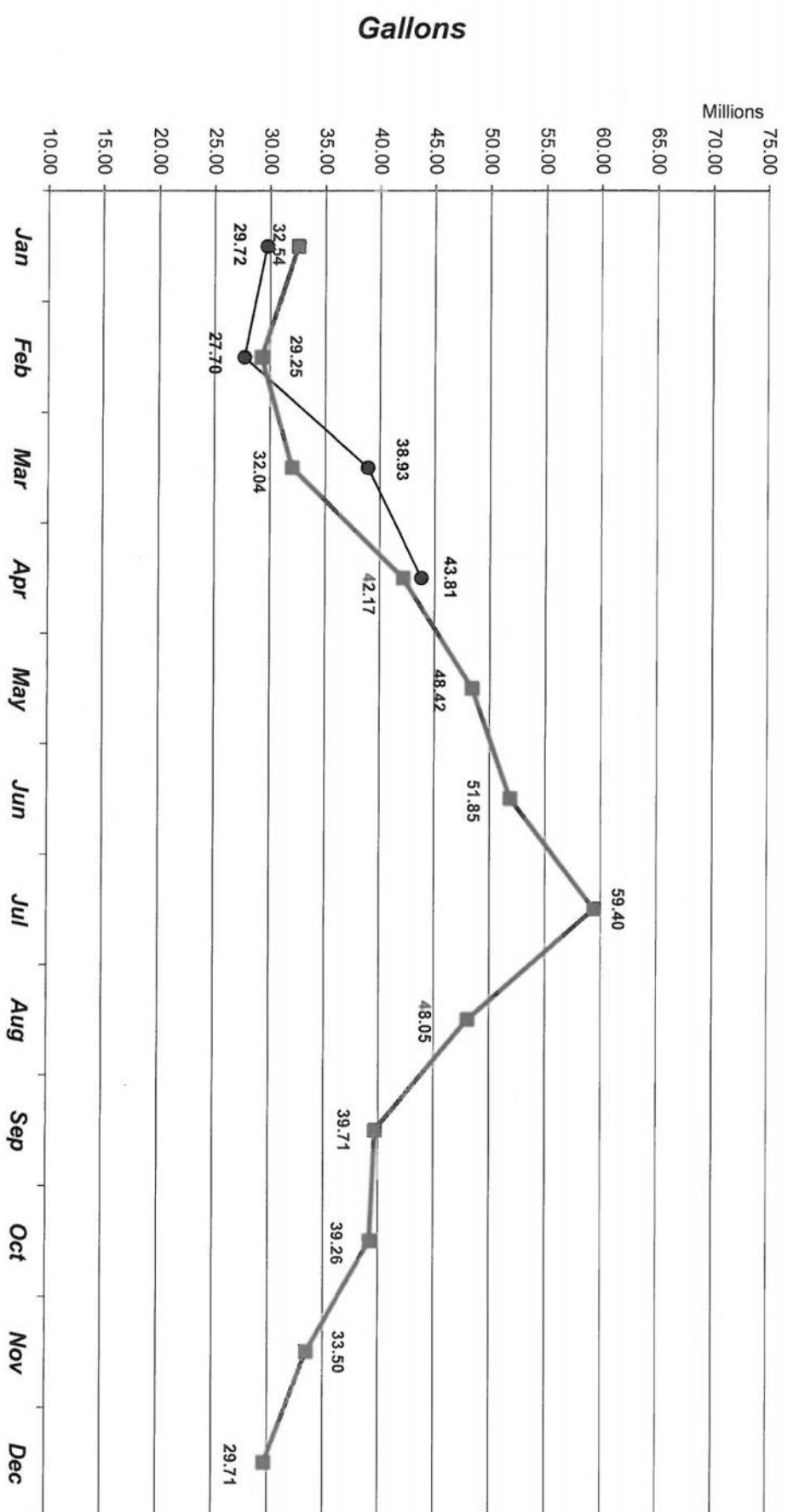
Mesquite district Wetlands: Demo continues.

Mesquite and Organ Sewer Reports. Sent may 1st.

Chlorine: No problems.

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

Lower Rio Grande PWWA Water Production Report



2017 Production
 2016 Production

IPA Recommendation

On April 24, 2017 we issued a Request for Quotes for a multi-year contract for Audit Services. The request was sent to all the audit firms in Las Cruces, El Paso and one in Silver City and one in Clovis from the list of approved audit firms provided by the Office of the State Auditor. The deadline for submitting quotes is noon on May 17, 2017. The following quotes have been received so far.

	Location	Cost	Size of Firm	Time Line/ Availability	Experience
Watts CPA,P.C.	El Paso, TX	\$12,615	1 CPA-no staff now but will be hiring in Aug.	Currently has Anthony Water and La Union contracts. Might have 1 other returning client	Brad worked at White, Samaniego & Campbell several years ago. He reviewed LRGPWWA audits done by Luis Molina so he is familiar with the Authority.
Kriegel/Gray/Shaw & Co., P.C.	Las Cruces, NM	\$13,200	15 Total Personnel	Sept 11-Nov17	Audit for CRRUA,EBID,DAC, etc.
Marcus, Fairall,Bristol + CO., PLLC	El Paso, TX	\$15,353	3 CPA's and 3 staff	July 15-Nov 7	Audit for SWNMCOG, Town of Mesilla, other cities and counties
De'Aun Willoughby CPA, PC	Clovis, NM	\$15,750	1 CPA- 2 staff	No time line-on site completed by Dec 7th	Auditor for Dona Ana Water
Beasley, Mitchell & Co.	Las Cruces, NM	\$17,985	5 auditors + additional staff	No time line given but very large firm with adequate staff	Audits for cities, counties, soil & water conservation districts and many others-no water

The quotes have been reviewed by the General Manager and Finance Manager. Factors considered were cost, location, size of firm, availability to complete the work in a timely manner, and experience. **Pending no other quotes are received before the deadline I recommend Watts CPA be selected as our IPA based on his quote being the lowest cost and his familiarity with our operations.**

Cordially,
Kathi Jackson
Finance Manager

Lower Rio Grande Public Water Works Authority
Resolution Number FY2017-20
Open Meetings Act Resolution for FY2018

WHEREAS, the Lower Rio Grande Public Water Works Authority Board of Directors met in regular session at its La Mesa Office, 521 St. Valentine, La Mesa, New Mexico on Wednesday, May 17, 2017 at 9:30 a.m. as required by law; and

WHEREAS, Section 10-15-1 (B) of the Open Meetings Act (NMSA 1978, Sections 10-15-1 to -4) states that, except as may be otherwise provided in the Constitution or the provisions of the Open Meetings Act, all meetings of a quorum of members of any board, council, commission, administrative adjudicatory body or other policymaking body of any state or local public agency held for the purpose of formulating public policy, discussing public business or for the purpose of taking any action within the authority of or the delegated authority of such body, are declared to be public meetings open to the public at all times; and

WHEREAS, any meetings subject to the Open Meetings Act at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs shall be held only after reasonable notice to the public; and

WHEREAS, Section 10-15-1 (D) of the Open Meetings Act requires the Lower Rio Grande Public Water Works Authority Board of Directors to determine annually what constitutes reasonable notice of its public meetings;

NOW, THEREFORE, BE IT RESOLVED by the Lower Rio Grande Public Water Works Authority Board of Directors that:

1. All meetings shall be held at the offices of the Lower Rio Grande Public Water Works Authority at the locations indicated in the attached schedule of meetings notice.
2. Unless otherwise specified or adjusted to accommodate holidays, regular meetings shall be held each month on the third Wednesday of the month at 9:30 a.m. The draft agenda will be available at least seventy-two hours and a final agenda will be available at least thirty-six hours prior to the meeting from the office of each Lower Rio Grande Public Water Works Authority Office that is open to the public. Notice of any other regular meetings will be given ten (10) days in advance of the meeting date. The notice shall indicate how a copy of the agenda may be obtained.
3. Special meetings may be called by the Chairperson or a majority of the Directors upon three-day notice. The notice shall include an agenda for the meeting or information on how members of the public may obtain a copy of the agenda. The final agenda shall be available to the public at least thirty-six hours before any special meeting.
4. Emergency meetings will be called only under unforeseen circumstances which demand immediate action to protect the health, safety and property of citizens or to protect the public body from substantial financial loss. The Lower Rio Grande Public Water Works Authority Board of Directors will avoid emergency meetings whenever possible. Emergency meetings may be called by the Chairperson or a majority of the Directors upon twenty-four (24) hours' notice, unless threat of personal injury or property damage requires less notice. The notice for all emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the

agenda. Within ten (10) days of taking action on an emergency matter, the Lower Rio Grande Public Water Works Authority Board of Directors shall report to the New Mexico Attorney General's Office the action that was taken and the circumstances creating the emergency.

5. For the purposes of regular meetings described in paragraph 2 of this resolution, notice requirements are met if notice of the date, time, and location is placed in the customer lobby of each Lower Rio Grande Public Water Works Authority office. Copies of the written notice shall also be mailed or e-mailed to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation which have made a written request for notice of public meetings.
6. For the purposes of special meetings and emergency meetings described in paragraphs 3 and 4 of this resolution, notice of the date, time, and location is placed in the customer lobby of each Lower Rio Grande Public Water Works Authority office. Copies of the written notice shall also be mailed or e-mailed to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation which have made a written request for notice of public meetings.
7. In addition to the information specified above, all notices shall include the following language:

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 Mesquite office of the Lower Rio Grande Public Water Works Authority at 575-233-5742, by mail at 325 Holguin Road, Vado, NM 88072, or in person at 215 Bryant, 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 Mesquite office if a summary or other type of accessible format is needed.

8. The Lower Rio Grande Public Water Works Authority Board of Directors may close a meeting to the public only if the subject matter of such discussion or action is excepted from the open meeting requirements under Section 10-15-1 (H) of the Open Meetings Act.
 - (a) If any meeting is closed during an open meeting, such closure shall be approved by a majority vote of a quorum of the Lower Rio Grande Public Water Works Authority Board of Directors taken during the open meeting. The authority for the closed meeting and the subjects to be discussed shall be stated with reasonable specificity in the motion to close and the vote of each individual Director on the motion to close shall be recorded in the minutes. Only those subjects specified in the motion may be discussed in the closed meeting.
 - (b) If the decision to hold a closed meeting is made when the Lower Rio Grande Public Water Works Authority Board of Directors is not in an open meeting, the closed meeting shall not be held until public notice, appropriate under the circumstances, stating the specific provision of law authorizing the closed meeting and the subjects to be discussed with reasonable specificity, is given to the Directors and to the general public.
 - (c) Following completion of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall

state whether the matters discussed in the closed meeting were limited only to those specified in the motion or notice for closure.

- (d) Except as provided in Section 10-15-1(H) of the Open Meetings Act, any action taken as a result of discussions in a closed meeting shall be made by vote of the Lower Rio Grande Public Water Works Authority Board of Directors in an open public meeting.

Passed and adopted by the Lower Rio Grande Public Water Works Authority Board of Directors on this 17th day of May, 2017.



Mike McMullen
Mike McMullen, Chairman (District 6)

Furman Smith
Furman Smith, Vice-Chairman (District 7)

Esperanza Holguin
Esperanza Holguin, Secretary (District 2)

Raymundo Sanchez, Director (District 1)

Joe Evaro
Joe Evaro, Director (District 3)

Vacant
Director (District 6)

Vacant
Director (District 7)

**Lower Rio Grande Public Water Works Authority
Board of Directors Schedule of Meetings 2017-2018
Horario de Reuniones de la Junta Directiva 2017-2018**

Unless otherwise specified to accommodate Holidays, the Lower Rio Grande PWWA Board will meet the third Wednesday of each month at 9:30 a.m. at the Lower Rio Grande PWWA Offices designated in this schedule. Agendas will be available seventy-two hours prior to the meeting at each Lower Rio Grande PWWA office that is open to the public.

A menos que se especifique lo contrario para acomodar días de fiesta, el Consejo del Lower Rio Grande PWWA se reunirá el tercer miércoles de cada mes a las 9:30 de la mañana en las oficinas del Lower Rio Grande señaladas en este calendario. Las agendas serán disponibles 72 horas antes de la reunión en cada oficina del Lower Rio Grande PWWA que está abierto al público.

9:30 a.m. July 19, 2017	Vado 325 Holguin Rd.	9:30 a.m. 19 de julio, 2017
9:30 a.m. August 16, 2017	Vado 325 Holguin Rd.	9:30 a.m. 16 de agosto, 2017
9:30 a.m. September 20, 2017	East Mesa 9774 Butterfield Park Blvd.	9:30 a.m. 20 de septiembre, 2017
9:30 a.m. October, 18, 2017	East Mesa 9774 Butterfield Park Blvd.	9:30 a.m. 18 de octubre, 2017
9:30 a.m. November 15, 2017	La Mesa 521 St. Valentine.	9:30 a.m. 15 de noviembre, 2017
9:30 a.m. December 13, 2017	Vado 325 Holguin Rd.	9:30 a.m. 13 de diciembre, 2017
9:30 a.m. January 17, 2018	La Mesa 521 St. Valentine	9:30 a.m. 17 de enero, 2018
9:30 a.m. February 21, 2018	La Mesa 521 St. Valentine	9:30 a.m. 21 de febrero, 2018
9:30 a.m. March 21, 2018	Vado 325 Holguin Rd.	9:30 a.m. 21 de marzo, 2018
9:30 a.m. April 18, 2018	La Mesa 521 St. Valentine	9:30 a.m. 18 de abril, 2018
9:30 a.m. May 16, 2018	La Mesa 521 St. Valentine	9:30 a.m. 16 de mayo, 2018
9:30 a.m. June 20, 2018*	East Mesa 9774 Butterfield Park Blvd.	9:30 a.m. 20 de junio, 2018

*June meeting will include a public hearing on the annual budget.

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

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



www.LRGauthority.org

LOWER RIO GRANDE

Public Water Works Authority

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

Resolution #FY-2017-19: Interim Budget for Fiscal Year 2018

WHEREAS, IN ORDER TO COMPLY WITH Sections 6-6-1 and 6-6-2 NMSA 1978 and to apply for CDBG funding, the Board of Directors of the Lower Rio Grande Public Water Works Authority wishes to adopt and pass a resolution to approve the FY-2018 Interim budget on May 17, 2017.

THEREFORE, be it resolved, the Board of Directors of the Lower Rio Grande Public Water Works Authority adopts and passes this resolution to approve the Interim budget officially approved on May 17, 2017.

PASSED, APPROVED and ADOPTED: May 17, 2017

Mike McMullen, Chairman

Seal

Special
Districts
New Mexico
2009 NAISA
73-26-1

Attest: Esperanza Holguin, Secretary



Budget Report Group Summary

For Fiscal: FYE 2018 Period Ending: 06/30/2018

AcctNumber	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Revenue						
40000 - Operating Revenue	3,168,000.00	3,168,000.00	0.00	0.00	-3,168,000.00	100.00 %
40002 - Installation Fees	40,000.00	40,000.00	0.00	0.00	-40,000.00	100.00 %
40003 - Activation & Connection Fees-Water	3,600.00	3,600.00	0.00	0.00	-3,600.00	100.00 %
40004 - Meter Relocation	1,500.00	1,500.00	0.00	0.00	-1,500.00	100.00 %
40005 - Backflow Testing	3,000.00	3,000.00	0.00	0.00	-3,000.00	100.00 %
40006 - Tampering Fee/Line Breaks	1,500.00	1,500.00	0.00	0.00	-1,500.00	100.00 %
40007 - Delinquency Fee	20,000.00	20,000.00	0.00	0.00	-20,000.00	100.00 %
40008 - Penalties-Water	50,000.00	50,000.00	0.00	0.00	-50,000.00	100.00 %
40009 - Membership Fees	3,000.00	3,000.00	0.00	0.00	-3,000.00	100.00 %
40010 - Impact Fees	50,000.00	50,000.00	0.00	0.00	-50,000.00	100.00 %
40011 - Returned Check Fees	1,500.00	1,500.00	0.00	0.00	-1,500.00	100.00 %
40012 - Credit Card Fees	6,000.00	6,000.00	0.00	0.00	-6,000.00	100.00 %
40013 - Miscellaneous Revenue	300.00	300.00	0.00	0.00	-300.00	100.00 %
40015 - Penalties-Sewer	7,000.00	7,000.00	0.00	0.00	-7,000.00	100.00 %
40016 - Meter Test Fee	500.00	500.00	0.00	0.00	-500.00	100.00 %
40017 - Hydrant Meter Rental Fee	2,000.00	2,000.00	0.00	0.00	-2,000.00	100.00 %
40019 - DAC Trash Coupons	500.00	500.00	0.00	0.00	-500.00	100.00 %
40020 - Miscellaneous Revenue-Sewer	1,500.00	1,500.00	0.00	0.00	-1,500.00	100.00 %
45000 - Tower Rent	15,000.00	15,000.00	0.00	0.00	-15,000.00	100.00 %
45005 - Fiscal Agent Fees	26,000.00	26,000.00	0.00	0.00	-26,000.00	100.00 %
45010 - Interest	300.00	300.00	0.00	0.00	-300.00	100.00 %
45015 - Copy/Fax	200.00	200.00	0.00	0.00	-200.00	100.00 %
45020 - Other Income	10,000.00	10,000.00	0.00	0.00	-10,000.00	100.00 %
45025 - Contract Services	18,000.00	18,000.00	0.00	0.00	-18,000.00	100.00 %
Revenue Total:	3,429,400.00	3,429,400.00	0.00	0.00	-3,429,400.00	100.00 %
Expense						
60005 - Accounting Fees	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
60010 - Audit	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
60016 - Adjustments	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
60020 - Bank Service Charges	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
60025 - Cash Short/Over	300.00	300.00	0.00	0.00	300.00	100.00 %
60030 - Dues and Subscriptions	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
60035 - Engineering Fees	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00 %
60045 - Late Fees	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
60050 - Legal Fees	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
60055 - Legal Notices	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
60060 - Licenses & Fees	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00 %
60065 - Meals	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
60070 - Organizational Cost	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
60075 - Permit Fees	6,500.00	6,500.00	0.00	0.00	6,500.00	100.00 %
60080 - Postage	45,000.00	45,000.00	0.00	0.00	45,000.00	100.00 %
60090 - Professional Fees-Other	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
60120 - Retirement Account Fees	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
60125 - Easements & Leases	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
60130 - Training	42,500.00	42,500.00	0.00	0.00	42,500.00	100.00 %
60140 - Travel:Airfare Per Diem	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
60150 - Travel:Lodging Per Diem	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
60155 - Travel:Meals Per Diem	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
60160 - Travel:Mileage/Parking Per Diem	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
60165 - Travel:Vehicle Rental Per Diem	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
60175 - Fixed Asset Disposal Fees	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %

Budget Report

For Fiscal: FYE 2018 Period Ending: 06/30/2018

AcctNumber	Original	Current	Period	Fiscal	Variance	
	Total Budget	Total Budget			Activity	Activity
60600 - Debit Service	121,000.00	121,000.00	0.00	0.00	121,000.00	100.00 %
60650 - Interest paid to NMFA	23,500.00	23,500.00	0.00	0.00	23,500.00	100.00 %
60675 - Interest paid to USDA	116,000.00	116,000.00	0.00	0.00	116,000.00	100.00 %
63000 - Regular Pay	825,000.00	825,000.00	0.00	0.00	825,000.00	100.00 %
63001 - Overtime	21,000.00	21,000.00	0.00	0.00	21,000.00	100.00 %
63006 - Holiday Pay	55,000.00	55,000.00	0.00	0.00	55,000.00	100.00 %
63007 - Sick Pay	60,000.00	60,000.00	0.00	0.00	60,000.00	100.00 %
63008 - Annual Leave Pay	80,000.00	80,000.00	0.00	0.00	80,000.00	100.00 %
63010 - 401K 10% Company Contribution	99,000.00	99,000.00	0.00	0.00	99,000.00	100.00 %
63030 - Accrued Leave	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00 %
63060 - Contract Labor	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
63070 - Employee Benefits-401K Contrib	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00 %
63090 - HISC-Blue Medicare Rx.	500.00	500.00	0.00	0.00	500.00	100.00 %
63100 - Insurance-Dental	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
63110 - Insurance-Health	170,000.00	170,000.00	0.00	0.00	170,000.00	100.00 %
63115 - Salaries: Insurance - Work Comp	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
63130 - Mileage	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
63135 - Drug Testing	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
63160 - Payroll Taxes-Medicare	18,000.00	18,000.00	0.00	0.00	18,000.00	100.00 %
63170 - Payroll Taxes-Social Security	71,000.00	71,000.00	0.00	0.00	71,000.00	100.00 %
63195 - Taxes, Liability, Insurance: Cobra Fee	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
63200 - Vision Insurance	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
64100 - Sewer:DAC Waste Water Flow Charge	45,000.00	45,000.00	0.00	0.00	45,000.00	100.00 %
64200 - Sewer:Electricity-Sewer	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00 %
64300 - Sewer:Lab & Chemicals-Sewer	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
65010 - Automobile Repairs & Maint.	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
65020 - Automobile Repairs & Maint.:LRG-02	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
65030 - Automobile Repairs & Maint.:LRG-03	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
65040 - Automobile Repairs & Maint.:LRG-04	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
65050 - Automobile Repairs & Maint.:LRG-05	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
65060 - Automobile Repairs & Maint.:LRG-06	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
65070 - Automobile Repairs & Maint.:LRG-08	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
65080 - Automobile Repairs & Maint.:LRG-09	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
65090 - Automobile Repairs & Maint.:LRG-10	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
65100 - Automobile Repairs & Maint.:LRG-11	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
65110 - Automobile Repairs & Maint.:LRG-12	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
65120 - Automobile Repairs & Maint.:LRG-14	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
65130 - Automobile Repairs & Maint.:LRG-15	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
65140 - Automobile Repairs & Maint.:LRG-17	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
65150 - Automobile Repairs & Maint.:LRG-18	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
65160 - Automobile Repairs & Maint.:LRG-19	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
65170 - Automobile Repairs & Maint.:LRG-20	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
65180 - Automobile Repairs & Maint.:LRG-21	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
65190 - Automobile Repairs & Maint.:LRG-22	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
65200 - Automobile Repairs & Maint.:LRG-23	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
65210 - Automobile Repairs & Maint.:LRG-24	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
65220 - Automobile Repairs & Maint.:LRG-26	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
65221 - Automobile Repairs & Maintenance LRG 2016-27	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
65222 - Automobile Repairs & Maintenance LRG2016-28	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
65223 - Automobile Repairs & Maintenance LRG 2016-29	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
65224 - Automobile Repairs & Maintenance LRG 2016-30	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
65225 - Automobile Repairs & Maintenance LRG 2016-31	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
65230 - Computer Maintenance	65,000.00	65,000.00	0.00	0.00	65,000.00	100.00 %
65240 - Equipment Rental	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
65250 - Fuel	65,000.00	65,000.00	0.00	0.00	65,000.00	100.00 %
65260 - Kitchen & Cleaning Supplies	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
65270 - Lab Chemicals-Water	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
65280 - Lab Chemicals-Water:Chemicals	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00 %

Budget Report

For Fiscal: FYE 2018 Period Ending: 06/30/2018

AcctNumber	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance	
					Favorable (Unfavorable)	Percent Remaining
65300 - Locates	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00 %
65310 - Maint. & Repairs-Infrastructure	55,000.00	55,000.00	0.00	0.00	55,000.00	100.00 %
65320 - Maint. & Repairs-Office	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
65330 - Maintenance & Repairs-Other	139,100.00	139,100.00	0.00	0.00	139,100.00	100.00 %
65340 - Materials & Supplies	170,000.00	170,000.00	0.00	0.00	170,000.00	100.00 %
65350 - Office Supplies	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
65360 - Printing and Copying	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
65370 - Tool Furniture	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00 %
65390 - Uniforms-Employee	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
65490 - Cell Phone	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
65500 - Electricity-Lighting	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
65510 - Electricity-Offices	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
65520 - Electricity-Wells	250,000.00	250,000.00	0.00	0.00	250,000.00	100.00 %
65530 - Garbage Service	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
65540 - Natural Gas	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
65550 - Security/Alarm	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
65560 - Telephone	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
65570 - Wastewater	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
66100 - Government Penalties & Interest	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
66200 - Insurance-General Liability	80,000.00	80,000.00	0.00	0.00	80,000.00	100.00 %
66700 - Water Conservation Fee	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
Expense Total:	3,429,400.00	3,429,400.00	0.00	0.00	3,429,400.00	100.00 %
Report Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

FYE 2018 Budget Proposal

**The State requires us to present a
balanced budget.**

Revenues-Expenses=\$0

FYE 2018 Budget Proposal

FYE2017 \$2,813,648

FYE2018 \$3,429,400

Increase \$ 615,752

Increase is due to increased consumption

Revenue

- 4,899 water connections
- 526 sewer connections
- 45 Request for Estimates for New Service Connections in FY2017 (23 completed)

Expenses

Expenses are divided into 6 categories

- Accounting & Administrative
- Salaries & Benefits
- Supplies
- Utilities
- Taxes, Insurance & Reserves
- Debt Service

Proposed Expenses

Expenses	2017	2018	% Change
Accounting & Admin	\$ 190,000.00	\$ 327,300.00	72%
Debt Service	\$ 242,500.00	\$ 260,500.00	7%
Salaries & Benefits	\$ 1,386,000.00	\$1,568,500.00	13%
Sewer Expenses	\$ 58,000.00	\$ 59,000.00	2%
Materials & Supplies	\$ 516,398.00	\$ 749,600.00	45%
Utilities	\$ 335,500.00	\$ 362,000.00	8%
Taxes , Insurance & Reserves	\$ 85,250.00	\$ 102,500.00	20%
Totals	\$ 2,813,648.00	\$3,429,400.00	22%

Accounting & Administrative

- The 72% increase is caused by the addition of an inventory adjustment account in this group. Prior to the conversion to Tyler Incode V10 all of our inventory was expensed as it was purchased.
- Inventory is an Asset and is a Balance Sheet account.
- We are still working on the set up of the inventory system so this line item could change and will most likely be grouped in the Materials and Supplies Category

Debt Service

Loans Paid Off in FY2017

- 9/9/16 USDA 91-29 Brazito Water \$68,510
- 1/9/17 USDA 97-25 Truck Loan \$89,947

Total Debit Retired in FY2017 \$158,457

Salaries & Benefits

13% increase(\$182,500)

- 5% for Merit or Cost of Living Increase(\$69,300)
- Remainder is for potential additions to staff and increases in health insurance premiums

Sewer Expenses

2% Change

- The system is still new and functioning well
- No significant changes in cost of chemicals

Materials & Supplies

45% Change

- In prior years we did not have line items in the budget for planned Fixed Asset repairs and maintenance, funds were just held in the Reserve Account
- This year we have add lines to the budget for each planned project
- The change in procedure skews the percentage for FY2018 but will smooth out in future years

Expenses

Utilities

- 8% increase for potential rise in prices from service providers

Taxes, Insurance & Reserves

20% Increase

Potential increase in General Liability Policy

Line item added for monthly transfer to Reserves and Debt Service Retirement

Questions?



LOWER RIO GRANDE

Public Water Works Authority

325 Holguin Road

Vado, New Mexico 88072

(575) 233-5742

www.LRGauthority.org

**Special District of Lower Rio Grande Public Water Works Authority
County of Doña Ana
Resolution Number FY2017-18**

**A RESOLUTION
ADOPTING AN INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP)**

WHEREAS, the special district of Lower Rio Grande Public Water Works Authority recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and

WHEREAS, this process contributes to local and regional efforts in project identification and selection in short and long range capital planning efforts.

NOW, THEREFORE, BE IT RESOLVED BY THE SPECIAL DISTRICT LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY that:

1. The special district has adopted the attached FY 2019-2023 Infrastructure Capital Improvement Plan, and
2. It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.
3. This Resolution supersedes Resolution No. FY2016-13

PASSED, APPROVED and ADOPTED by the governing body at its meeting of May 17, 2017.


Mike McMullen, Board Chair

New Mexico

ATTEST:


Esperanza Holguin, Secretary

Infrastructure Capital Improvement Plan FY 2019-2023

Lower Rio Grande Public Water Works Authority Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2019	2020	2021	2022	2023	Total Project Cost		Amount Not Yet Funded	Phases?
											Cost	Funded		
22905	2019	001	Water System Rehabilitation & Improvements	Water Supply	1,185,606	2,101,573	2,179,347	3,275,671	0	0	8,742,197	7,556,591	Yes	
30435	2019	002	Central Office & Warehouse Facility	Adm/Service Facilities (local)	0	180,000	3,020,000	0	0	0	3,200,000	3,200,000	Yes	
21300	2019	003	Water Supply and Treatment Plant	Water Supply	961,684	5,000,000	0	0	0	0	5,961,684	5,000,000	No	
29104	2019	004	PER and Environmental Documents for East Mesa	Water Supply	0	150,000	0	0	0	0	150,000	150,000	No	
21301	2019	005	Authority Brazito Sewer Project	Wastewater	8,774,860	826,000	0	0	0	0	9,600,860	826,000	No	
24026	2019	006	System-Wide Information Technology Standardization	Other	1,027,500	680,000	150,000	100,000	250,000	0	2,207,500	1,180,000	Yes	
19248	2019	007	Authority Interconnect Looping Project	Water Supply	112,563	2,040,000	1,000,000	1,000,000	1,000,000	0	5,152,563	5,040,000	Yes	
30447	2019	008	Water Master Plan	Water Supply	63,000	137,000	0	0	0	0	200,000	137,000	Yes	
25096	2019	009	Heavy Equipment Purchase	Water Supply	104,115	571,000	100,000	100,000	100,000	100,000	1,075,115	971,000	Yes	
30449	2019	010	Iron & Manganese Removal	Water Supply	0	600,000	600,000	600,000	0	0	1,800,000	1,800,000	Yes	
25937	2020	001	40 Year Water Plan Update	Water Rights	0	0	75,000	0	0	0	75,000	75,000	No	
22906	2020	002	Light Equipment Purchase	Water Supply	160,145	0	140,000	105,000	105,000	0	510,145	350,000	Yes	
22911	2020	003	Vado Area Water System Improvements	Water Supply	0	0	100,000	1,480,000	0	0	1,580,000	1,580,000	Yes	
25097	2021	001	Sewer Service Extension to Unserved Areas	Wastewater	0	0	0	100,000	600,000	1,500,000	2,200,000	2,200,000	Yes	

Infrastructure Capital Improvement Plan FY 2019-2023

27612	2023	001	Green Projects	Clean Energy	0	0	0	0	0	0	100,000	100,000	100,000	No
25920	2023	002	Water Rights Purchase	Water Rights	0	0	0	0	0	0	1,800,000	1,800,000	1,800,000	Yes

Number of projects:			16														
Funded to date:			12,389,473	Year 1:	12,285,573	Year 2:	7,364,347	Year 3:	6,760,671	Year 4:	2,055,000	Year 5:	3,500,000	Total Project Cost:	44,355,064	Total Not Yet Funded:	31,965,592

11. PURCHASING POLICY

The Authority shall follow all of the requirements of the New Mexico Procurement Code. Whenever advantageous, the Authority shall take advantage of State Purchasing contracts. Authority purchases shall be made through and tracked by the Purchasing Specialist except when it is necessary or advantageous to make use of an Authority credit card.

12. TRAVEL POLICY

The Authority shall adhere to the requirement of the New Mexico Mileage & Per Diem Act NMSA 1978 10-8-4 [and Administrative Code NMAC 2.42.2](#). Travel should be booked through the [Purchasing Specialist Finance Department](#) with as much advanced notice as possible and must be authorized [in writing](#) by the General Manager. [Employees traveling on LRGPPWA business must submit a Leave Form indicating Administrative Leave. For reimbursement for actual expenses as per NMSA 1978 10-8-4 K., employees must submit a written request and turn in an Employee Reimbursement Form with detailed receipts attached and indicating the reason for travel.](#)

13. CELL PHONE, OFFICE PHONE AND PERSONAL CALLS POLICY

13.01 Cell Phone Safety:

Refraining from using cell phones in a hand-held position while operating Authority vehicles and equipment will lower the employee's risk of causing or becoming involved in an accident. If use of a cell phone is necessary while driving an Authority vehicle, hands-free cell phone accessories shall be used in areas where required by law.

Cell phones equipped with cameras shall not be used in situations where any individual may have an expectation of privacy. This includes but is not limited to restrooms, locker rooms and training rooms.

13.02 Authority Issued Cell Phones:

The Authority recognizes that certain job functions require that an employee be accessible when away from the office or during times outside scheduled working hours. For this reason, the Authority will provide cell phones to select employees.

Authority cell phones may be assigned to employees provided at least one of the following two criteria is met:

1. The job function of the employee requires considerable time outside of their assigned office or work area and it is important to the Authority that they are accessible during those times,
2. The job function of the employee requires them to be accessible outside of scheduled or normal working hours.

Simple convenience is not a criterion for cell phone need. It is the responsibility of the General Manager to make the determination whether an Authority cell phone is warranted and the type of cell phone plan that is required.

Misuse or inappropriate use of Authority cell phones as determined by management shall be grounds for revocation of Authority cell phone privileges and other disciplinary action.

13.03 Financial Responsibility For Cell Phone Equipment / Net Books / Wi-Fi Cards / Data plans:

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.

17. 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.

18. 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.

19. Employee Forms:

Various employee forms are made available in the Shared Documents on the Authority's computer network and on the Employees Only webpage. All employees must have an Emergency Information Form on file with the Authority and must complete a form indicating their status with regard to Section 2.03 of this Employee Policy Manual. Employees who are issued Authority credit cards, phones or other equipment for which they are assigned responsibility must complete the appropriate forms acknowledging that responsibility. Employees seeking reimbursement or per diem must complete the appropriate forms to document the expenses and acknowledge receipt of payment. Employees engaged in procuring equipment or services for the Authority must complete the appropriate forms to document procurement procedures and expenditures.

APPENDIX A

2011-02 Board Policy Regarding Use of Authority-Issued Credit Cards

The Authority will issue credit cards to certain employees/board members for use in their jobs; this policy sets out the acceptable and unacceptable uses of such credit cards. Use of Authority-issued credit cards is a privilege, which the Authority may withdraw in the event of serious or repeated abuse.

The board is responsible for granting credit card privileges to its members as necessary to carry out board duties. The General Manager is responsible for granting credit card privileges to staff and revoking the credit card privileges of any staff or board member who fails to comply with this policy.

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR STUDY AND REPORT
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of [] (“Effective Date”) between [Lower Rio Grande Public Water Works Authority (LRGPWWA)] (“Owner”) and [Bohannon Huston Inc.] (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: [LRGPWWA Wastewater System Improvements – Project 2 Preliminary Engineering Report] (“Project”).

Engineer’s services under this Agreement are generally identified as follows: [Project 2 Preliminary Engineering Report] (“Study and Report Services”).

Other terms used in this Agreement are defined in Article 7.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A and Appendix 1 to Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall pay Engineer as set forth in Article 4 and Appendix 2.
- B. Owner shall provide Engineer with all criteria and full information as to Owner’s requirements for the Study and Report Services, including but not limited to design objectives and constraints; space, capacity and performance requirements; flexibility and expandability goals; any anticipated funding sources; and budgetary limitations.
- C. Owner shall furnish to Engineer all existing studies, reports, and other available information pertinent to the Engineer’s performance of the Study and Report Services, including reports and data relative to previous designs, construction, or investigation at or adjacent to any Site under consideration.
- D. Following Engineer’s assessment of initially-available Project data and information, and receipt of Engineer’s advice regarding the need (if any) for additional Project-related data and information, Owner shall either (1) authorize Engineer to undertake Additional Services necessary to obtain such additional Project-related data and information, or (2) obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related data and information. Such additional data and information would generally include the following:
 - Property descriptions.
 - 1. Zoning, deed, and other land use restrictions.
 - 2. Utility information, reports, and mapping.

3. Property, boundary, easement, right-of-way, topographic, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or adjacent to a Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at a Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site(s), and adjacent areas.
 6. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Owner shall advise Engineer of the identity and scope of services of any independent consultants retained by Owner to perform or furnish services pertinent to the Study and Report Services.
 - F. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
 - G. Owner shall inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to any Site under study.
 - H. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
 - I. Owner shall inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
 - J. Owner shall advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
 - K. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall provide, as required for Engineer's performance of its Study and Report Services:
 1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, 2010, and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, or Engineer reasonably requests.
 - L. Owner shall be responsible for all requirements and instructions that it furnished to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
 - M. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 1. any development that affects the scope or time of performance of Engineer's services;

2. the presence of any Constituent of Concern at any Site; or
3. any relevant, material defect or nonconformance in Engineer's services or Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of this Article and Appendix 2. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make payments due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

4.03 Payment for Basic Services (Lump Sum Basis) and Additional Services

- A. Using the procedures set forth in this Article, Owner shall pay Engineer for Basic Services as follows:
 1. A Lump Sum amount of \$[19,000 not including tax].
 2. In addition to the Lump Sum amount, reimbursement for the following expenses: [\$500, reproduction of construction documents, postage/shipping, mileage and newspaper advertisements]

- B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the Study and Report Services actually completed during the billing period.
- C. For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged to providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services (including but not limited to expenses in the categories listed on the reimbursable expenses schedule in Appendix 2) and Engineer's Consultants' charges, if any.
- D. Engineer's standard hourly rates and reimbursable expenses schedule are set forth in Appendix 2.

ARTICLE 5 – OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because of the limited and preliminary nature of the Study and Report Services, and because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' 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 requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. *Standard of Care:* The standard of care for 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 the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- E. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- F. Engineer shall not have any construction-related duties under this Agreement. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at any Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- G. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- H. Engineer's services do not include providing legal advice or representation.
- I. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

6.02 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Study and Report Services or the Project is completed.
- B. Owner may make and retain copies of Documents solely for Owner's information and reference in connection with the specific subject matter of the Documents, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use by Owner unless completed by Engineer; (2) if Engineer has completed a Report under this Agreement, and received full payment for such Report, then the Owner may furnish copies of the completed Report to Owner's consultants and design professionals for their reference in proceeding with design or similar services, provided that the Owner informs such consultants and design professionals of Engineer's ownership interests in the Report, and includes with the Report all Engineer's written statements regarding the purpose, scope, use, and limitations of the Report; (3) the Documents are not design or construction documents, (4) no Document shall be altered, modified, or reused by Owner or any third party for any purpose except with Engineer's express written consent; (5) any use, reuse, alteration, or modification of the Documents, except as authorized in this Agreement or by Engineer's written consent, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (6) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any unauthorized use, reuse, alteration, or modification of the Documents; and (7) nothing in this paragraph shall create any rights in third parties.

6.03 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.04 *Insurance*

- A. Engineer will maintain insurance coverage for Workers' Compensation, General Liability, Professional Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request.

6.05 *Termination*

- A. *Termination:* The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services are delayed for more than 90 days for reasons beyond Engineer's control.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - 2. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 6.05.A.1.a or 6.05.A.1.b.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- B. *Termination for Convenience:* Owner may terminate the Agreement for Owner's convenience effective upon the Engineer's receipt of written notice from Owner.
- C. The terminating party under Paragraphs 6.05.A or 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose

value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

- D. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.
- E. In the event of termination by Owner for convenience, or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Article 4 and Appendix 2.

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state in which the subject matter of the Study and Report Services is located.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the 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 to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. 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 Constructor, or other third-party 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 the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party. Any and all Documents prepared by Engineer, including but not limited to the Report to be prepared pursuant to Exhibit A, are prepared solely for the use and benefit of Owner, unless expressly agreed otherwise by Engineer.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.09 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to any Site under study.

- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at any Site under study, 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.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action, or provide notice to the owner of the Site.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent 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 such portion of the Project is no longer affected.
- E. If the presence at any 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 seven 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 "owner" "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 any Site under study in connection with the Study and Report Services.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages and judgments (including reasonable consultants' and attorneys' fees) arising from third-party claims or actions relating to the Agreement, the Study and Report Services, or the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations.

In addition, to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, Consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Study and Report Services, the Agreement, or the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, consultants,

employees, or others retained by or under contract to the Owner with respect to the Project.]

- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site under study, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, 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 Agreement, the Study and Report Services, or the Project, from any cause or causes.

6.11 *Limitation of Engineer's Liability*

- A. To the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, members, employees, agents, and Consultants, or any of them, to Owner and anyone claiming by, through, or under Owner, for any and all injuries, losses, damages and expenses whatsoever arising out of, resulting from, or in any way related to the Study and Report Services this Agreement, or the Project from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability, or breach of contract or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, members, employees, agents, or Consultants, or any of them, shall not exceed the total amount of \$100,000 or the total compensation paid to Engineer under this Agreement, whichever is greater.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

- B. *Survival*: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability*: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of completion of the Study and Report Services.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits and Appendix) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
 1. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 2. *Agreement*—This written contract for study and report professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 3. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 4. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 5. *Construction Cost*—The cost to Owner of the construction of a recommended solution presented in the Report furnished by Engineer under Exhibit A, or of a specific portion of the Project for which Engineer has agreed to provide opinions of cost. Construction Cost includes the cost of construction labor, services, materials, equipment, insurance, and bonding, and allows for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

6. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner’s work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
7. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Agreement as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
8. *Documents*—Data, studies, reports (including the Report referred to in Exhibit A), and other deliverables, whether in printed or electronic format, provided or furnished by Engineer to Owner pursuant to this Agreement.
9. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
10. *Engineer*—The individual or entity named as such in this Agreement.
11. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
12. *Owner*—The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed.
13. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Study and Report Services to be performed or furnished by Engineer under this Agreement are a part.
14. *Site*—One or more lands or areas that Engineer studies as the location or possible location of the Project.
15. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer and other design professionals and consultants, together with such other Project-related costs that Owner furnishes to Engineer for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to property, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

- A. Exhibit A, Engineer’s Services.
- B. Appendix 1, Scope of Services and Fee Schedule
- C. Appendix 2, Standard Hourly Rates and Reimbursable Expenses

8.02 Total Agreement

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This

Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Agreement on behalf of the respective party that the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 *Special Provisions: Electronic File Transfer Clause*

- A. This Contract Agreement is amended to include the following provisions between the mentioned parties:
 - 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 (i.e., AutoCad files, water & wastewater models, GIS/GPS data files, technical specifications, MicroSoft Word files, etc.) shall be submitted in their original electronic working formats. In addition, final project Planning Reports and Preliminary Engineering Reports (PER) shall be provided in their original electronic working formats to facilitate the use of specific excerpts by the Lower Rio Grande Public Water Works Authority (LRGPWWA) for such reports assembled for grant and other funding applications, presentations to Legislative Committees or similar uses as deemed necessary by the LRGPWWA. Final electronic working reports will not be stamped or signed by the Engineer of Record.
 - 2. The reports, plans, specifications and other engineering products created by Bohannon Huston Inc. and its subconsultants, are created specifically for the project and are intended to be used only for this project. The LRGPWWA agrees, to the fullest extent permitted by law, to indemnify and hold Bohannon Huston Inc. and its subconsultants harmless from any claim, liability or cost (including reasonable attorney fees and defense costs) arising or allegedly arising out of any reuse or modification to the approved final plans and specifications by the LRGPWWA or any person or entity that acquires the approved final plans and specifications from or through the LRGPWWA.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:
Lower Rio Grande Public Water Works Authority
By: _____
Print name: _____
Title: President
Date Signed: _____

Engineer:
Bohannon-Huston Inc.
By: [Signature]
Print name: Matthew R. Thompson
Title: Senior Vice President
Date Signed: 5-3-17

Engineer License or Firm's Certificate No. (if required):
13868
State of: New Mexico

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:
425 S. Thelshor Blvd., Suite C-103
Las Cruces, NM 88011

Designated Representative (Paragraph 8.03.A):

Title: _____
Phone Number: _____
E-Mail Address: _____

Designated Representative (Paragraph 8.03.A):
Tyler Hopkins
Title: Project Manager
Phone Number: (575) 532-8670
E-Mail Address: thopkins@bhinc.com

This is **EXHIBIT A**, Engineer's Services, referred to in and part of the Agreement between Owner and Engineer for Study and Report Professional Services dated _____, _____.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

Engineer shall provide Basic Services and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Services

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: **[refer to Exhibit A – Appendix 1]**
 - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
 - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site(s) to review existing conditions and facilities, unless Owner and Engineer agree that such visits are not necessary or applicable to meeting the Study and Report objectives.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner those solution(s) which in Engineer's judgment meet Owner's requirements for the Project.

7. Advise Owner of any need for Owner to provide data or services of the types described in Article 2 of the Agreement which are not part of Engineer's Basic Services.
8. Identify and analyze relevant requirements of governmental authorities having jurisdiction to review or approve the Report to be prepared by Engineer, or having jurisdiction over the Project; consult with such governmental authorities as necessary.
9. Review any environmental assessments and impact statements furnished by Owner, and analyze the effect of any such environmental documents (including any mitigation measures identified in the documents) on the Project, including the contemplated design and construction.
10. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services; and, on the basis of information furnished by Owner, a tabulation of summary of allowances for other items and services included within the definition of Total Project Costs.
11. In the Report, advise Owner of any limitations on the use or applicability of the Report.
12. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph is referred to as "Project Strategies, Technologies, and Techniques."
13. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project.
14. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
15. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
16. Perform or provide the following other Study and Report Services: [N/A]

A1.02 *Times for Rendering Services*

- A. Furnish [3] review copies and one PDF copy of the Report and any other Study and Report Services deliverables to Owner within [60] calendar days of the Effective Date and review it with Owner. Within [30] calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.

- B. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish [3] copies and one PDF copy of the revised Report and any other Study and Report Services deliverables to the Owner within [15] calendar days of receipt of Owner's comments.
- C. Engineer's Study and Report Services will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
 - 1. Preparation of applications and supporting documents for private or governmental grants, loans, or advances in connection with the Project.
 - 2. Preparation of environmental assessments and impact statements; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 - 3. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 - 4. Provide necessary field surveys and topographic and utility mapping to be used for design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.14 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
 - 5. Services resulting from significant changes in the scope, extent, or character of the Project including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising the Report or other deliverables when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 - 6. Services resulting from Owner's request to evaluate additional potential solutions beyond those identified in Paragraph A1.01.A.1.
 - 7. Services required as a result of Owner providing incomplete or incorrect information to Engineer.
 - 8. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 - 9. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;

- b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
10. Providing assistance in responding to or investigating the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
 12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, or other documents as a result of such review processes.
 13. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
 14. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

This is **Appendix 1 to EXHIBIT A**, Engineer's Services, referred to in and part of the Agreement between Owner and Engineer for Study and Report Professional Services dated _____.

Engineering Professional Services Agreement

SCOPE OF SERVICES AND FEE SCHEDULE

This Scope of Services for the Lower Rio Grande Public Water Works Authority (LRGPWWA) is for work associated with the Mesquite-Brazito Sanitary Sewer Project #2.

This Scope of Services defines the work, deliverables, and related fees for each project work task. Tasks of the individual phases are described in detail below. It is anticipated that this project will be funded exclusively with state and federal funding.

Throughout this document the terminology "OWNER" refers to LRGPWWA and "ENGINEER" refers to BHI.

A. PROJECT SCOPE DESCRIPTION

An overall exhibit has been created to clarify the project work area extents and the expected related infrastructure, and is titled "Exhibit A – Project Area Map". Work associated with Project #1 is complete, this scope of work applies to Project #2 areas only. The currently assumed project infrastructure work scope consists of the following:

The Project Scope of Services for LRGPWWA is for work associated with the LRGPWWA Wastewater System Improvements. It is based on the planning portion of the project and includes a Preliminary Engineering Report (PER) in accordance with USDA-Rural Development bulletin 1780-2. The PER will be for evaluating gravity collection pipelines, primary sewer lift stations, grinder pump stations, grinder station pressure collection piping, abandoning residential septic tanks, and SCADA radio telemetry units (RTU).

A previous environmental Information Document (EID) in accordance with NMED State Environmental Review Process (SERP) was prepared and approved by the funding agency.

The ENGINEER will identify, study, and evaluate multiple potential alternative solutions available to the OWNER. The number of alternative solutions will be appropriate to the specific project as concurred by the OWNER and funding agency. The PER will meet the customary professional standards as required by 7 CFR 1780.55 and concurred by NMED and other funding agencies. The number of alternative solutions should be appropriate to the specific project as concurred by the OWNER and Agency.

This project phase of professional services is broken down into several distinct tasks identified below in a work task outline:

B. PLANNING PHASE

Task 1: Project Communication and Management

Objective: Provide effective communications, coordination, meetings and project management for this planning phase of the Project.

Approach: ENGINEER will conduct an initial Project Kick-off Meeting with the OWNER and other stakeholders to obtain additional Project information, to obtain OWNER input, and to develop critical success factors for design and implementation of the Project. As part of this meeting, OWNER goals and constraints will be identified to assist the ENGINEER in screening and evaluation of preliminary planning alternatives in order to provide relevant improvements in the PER and ultimately construct facilities while continuing to maintain efficient operation.

The ENGINEER and OWNER will have regular conference calls and email communications to keep the OWNER informed of the Project's progress and obtain additional input from the OWNER. The ENGINEER will provide a monthly progress report attached to monthly invoicing that summarizes the work completed since the last report, work to be completed during the next period, budget status, issues and concerns, and schedule status. The ENGINEER shall attend OWNER scheduled meetings on an as requested basis to update OWNER board or staff members on the current status of specific project activities and get input needed to maintain the project schedule.

ENGINEER will create a project specific website to manage project deliverables in ArcGIS and/or Adobe PDF format, and manage OWNER review comments on-line. Other project management responsibilities to be completed under this task include management of subcontracts, project accounting, scheduling and budget tracking, and maintenance of project files.

Assumptions:

1. An initial kick-off meeting will be held at the OWNER's offices with OWNER staff, ENGINEER's project team, and other stakeholders that may be identified by the OWNER.
2. Project Progress meetings shall be held at the OWNER's office during the planning phase to facilitate continued progress on the PER OWNER requirements.

Deliverables:

1. Kick-off meeting agenda and meeting minutes
2. Monthly progress reports – delivered via e-mail
3. Monthly invoices for ENGINEER's services

Task 2: Preliminary Engineering Report

Objective: Complete a new Preliminary Engineering Report (PER) to determine what infrastructure elements are needed for an effective wastewater collection system.

Approach: ENGINEER will conduct the following subtasks for this PER:

1. Conduct field investigations to confirm current ground conditions by reviewing all utility corridors to be involved in the construction and then confirming that information with OWNER staff.
2. Review previously designed sewer improvements project with OWNER staff to determine if the proposed alignments, and lift stations are relevant with OWNER'S goals and expectations.
3. ENGINEER will evaluate collection system layout to eliminate individual simplex grinder pump stations located on residential property.
4. ENGINEER will evaluate collection system construction cost according to recent bid tabulations and expected costs.
5. ENGINEER will prepare project financing tables for expected capital costs, operation and maintenance costs, and life cycle costs.
6. ENGINEER will evaluate the incorporation of Supervisory Control and Data Acquisition (SCADA) system to enable OWNER staff emergency notification of status from 6 new sanitary sewer lift stations. A radio path survey will also be completed at this time to support expected antenna heights and directional paths.
7. ENGINEER will create a PER addressing all viable alternatives and will be compliant with USDA-RD expectations.

Assumptions:

1. Existing 2014 County two-foot contour mapping will be used for simple elevation data analysis.
2. ENGINEER will incorporate all existing planimetric feature data previously acquired.
3. Coordination with OWNER personnel will be conducted to ensure all data conforms to available utility GIS systems.

Deliverables:

1. PER document in Adobe PDF form and three (3) paper bound copies.

C. SERVICE FEES

Compensation for services of ENGINEER/SURVEYOR (including direct costs, markups and cost of subcontracted services) will be as outlined below. All amounts shown are exclusive of New Mexico Gross Receipts Tax.

Invoicing will be based on percent complete of task or cumulative completion of subtasks associated with the work under the task. All amounts shown below are lump sum except tasks indicated to be time and materials not-to-exceed (T&M NTE). Lump sum amounts shown include all direct costs, markups, and cost of subcontracted services associated with the task. Changes to these amounts will only be accomplished by written amendment to this scope and approved by the OWNER.

PLANNING PHASE:

<u>Task</u>	<u>Description</u>	<u>Type</u>	<u>Fee Amount</u>
1	Project Communication and Management	Lump Sum	2,000
2	Preliminary Engineering Report	Lump Sum	\$17,000

REIMBURSABLE EXPENSES:

Reimbursable expenses including: reproduction of construction documents, postage/shipping, mileage, and newspaper advertisements will be invoiced at cost with no markups or fee added.

Reimbursable Expenses (Time and Materials Not to Exceed) **\$ 500**

TOTAL PROJECT PHASE FEE (Exclusive of NMGR) **\$19,500**

D. PROJECT SCHEDULE

See detailed project schedule with date listings. The days shown are working days not calendar days. The estimated completion dates are based on the timely completion of the preceding tasks.

This is **Appendix 2**, Standard Hourly Rates and Reimbursable Expenses, referred to in and part of the Agreement Between Owner and Engineer for Study and Report Professional Services dated [REDACTED].

Part One: Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article 4 of the Agreement, and are subject to annual review and adjustment.

B. *Schedule:*

Hourly rates for services performed on or after the Effective Date are:

BOHANNAN HUSTON, INC.
FEE SCHEDULE
DECEMBER 3, 2016

PROFESSIONAL	HOURLY RATES / LEVEL						
	1	2	3	4	5	6	7
Engineer	\$95	\$110	\$130	\$150	\$170	\$210	\$235
Surveyor	\$95	\$110	\$130	\$150	\$170	\$210	\$235
Photogrammetrist	\$95	\$105	\$125	\$145	\$165	\$205	\$235
Programmer/Analyst	\$110	\$120	\$135	\$155	\$175	\$210	\$250
Technical Manager Computer, CADD, Spatial Data, Photogrammetric, Multi-Media	\$105	\$115	\$130	\$150	\$170	\$210	\$235
Architect / Planner	\$90	\$100	\$115	\$130	\$145	\$175	\$205
Technical Analyst Computer Systems, Help Desk Support	\$70	\$85	\$100	\$115	\$130	\$150	\$185
Engineering Technician Engineering Designer, CADD Consultants	\$70	\$75	\$80	\$90	\$100	\$115	\$135
Construction Observer	\$70	\$75	\$80	\$90	\$105	\$120	\$160
Graphics Specialist Multimedia, Animation, Visualization Specialist	\$70	\$75	\$80	\$90	\$100	\$120	\$135
Geospatial Analyst Mapping, Photogrammetry, GIS Specialist	\$70	\$75	\$80	\$90	\$100	\$115	\$135
Survey Technician Party Chief, Instrument Person, Survey Specialist	\$70	\$75	\$80	\$90	\$100	\$115	\$135
Materials Technician	\$55	\$60	\$65	\$70	\$75	\$80	\$85
Administrative Professional/Manager Marketing Coordinator, Technical Writer, HR Professional, Accountant	\$105	\$115	\$125	\$140	\$160	\$210	\$235
Administrative Assistants Clerical, Administrative Assistants	\$55	\$65	\$75	\$85	\$95	\$105	\$120

MATERIALS AND REIMBURSABLE EXPENSES

Plotting, Printing and Binding – As invoiced at cost of labor and materials.

Courier / Delivery Service - As invoiced by provider.

Mileage – Two-Wheel Drive Vehicle rate as published for the IRS Standard Mileage Rate.

Four-Wheel Drive Vehicle rate is the IRS Standard Mileage Rate plus \$0.10 per mile.

Per Diem/Travel – Field personnel in accordance with the latest GSA Schedule based on location of service.

Office/Professional staff travel costs, meals and lodging will be billed at cost.

Survey Equipment Charge - \$25.00/Hour.

Survey Material Charge - \$1.50/Hour.

Expert Witness - Rates shall be \$300.00/Hour with a minimum of four hours while in court.

Other Direct Project Expenses - At Cost.

Overtime - Performed upon request of the client; will be invoiced at 1.30 times the standard hourly rate.

Applicable Gross Receipts or Sales and Use Tax - Added to all fees charged for professional services unless they are exempt and official documentation is on file with Bohannon Huston, Inc.

Exhibit A – Engineer’s Services.

EJCDC® E-525, Agreement Between Owner and Engineer for Study and Report Professional Services.

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Part Two: Reimbursable Expenses Factors

1. Engineer shall be entitled to reimbursement of expenses under Parts Two and Three only as specified in Article 4 of the Agreement.
2. Owner shall reimburse Engineer for the expenses listed in Part Three below subject to an administrative factor of 1.0, unless another factor is indicated for a specific Reimbursable Expense.
3. Owner shall reimburse Engineer for Engineer's Consultant's charges subject to an administrative factor of 1.

Part Three: Reimbursable Expenses Schedule

Reimbursable Expenses rates are subject to annual review and adjustment. Rates and charges for Reimbursable Expenses as of the Effective Date are:

PROJECT SCHEDULE

ID	Task Name	Duration	Start	Finish	2017				
					May	Jun	Jul	Aug	Sep
1	Mesquite-Brazito Project #2 Management	75 days	Mon 5/8/17	Fri 8/18/17					
2	PLANNING PHASE	75 days	Mon 5/8/17	Fri 8/18/17					
3	Contract Award Notice	0 days	Mon 5/8/17	Mon 5/8/17					
4	Project Kickoff Meeting	5 days	Mon 5/8/17	Fri 5/12/17					
5	Preliminary Engineering Report	70 days	Mon 5/15/17	Fri 8/18/17					
6	Draft Report	40 days	Mon 5/15/17	Fri 7/7/17					
7	USDA Review	20 days	Mon 7/10/17	Fri 8/4/17					
8	Fnal Report	10 days	Mon 8/7/17	Fri 8/18/17					

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY Mesquite-Brazito Wastewater System Improvements	Task		Project Summary		Inactive Task		Duration-only		Finish-only		Deadline
	Split		External Tasks		Inactive Milestone		Manual Summary Rollup		Progress		
	Milestone		External Milestone		Inactive Summary		Manual Summary		Deadline		
	Summary		Inactive Task		Manual Task		Start-only				