



LOWER RIO GRANDE

Public Water Works Authority

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

www.LRGauthority.org

Sign In Sheet

Page 1 of

Date: 3-21-19

Time: 9:30

Places: Vado Office

Event: Regular Board Mtg

SIGNATURE	Print Name, Title, Company	Contact Information Phone Number	Email Address
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	Kallie Jackson LRG-PWWA Finance Manager	(575) 640-4330	
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	Espy Holguin	(575) 644-9543	Espy@lrg.org

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

Draft Minutes —REGULAR BOARD OF DIRECTORS MEETING

9:30 a.m. Thursday, March 21, 2019 at our Office, 325 Holguin Road, Vado, NM

Agendas are final 72 hours prior to the meeting and may be obtained at any LRGPWWA Office or at www.LRGauthority.org/noticesavisos.html. Call 575-233-5742 or email board@LRGauthority.org for information

- I. **Call to Order, Roll Call to Establish Quorum:** Vice Chairman Mr. Smith called the meeting to order at 9:31 a.m. and called roll. Mr. Sanchez representing District #1 was absent, District #2 is vacant, Mr. Evaro representing District #3 was present, Mrs. Holguin representing District #4 was present, Mr. Magallanez representing District # 5 was present, Mr. McMullen representing District #6 was absent, Mr. Smith representing District #7 was present. Staff members present were General Manager Martin Lopez, Projects Manager Karen Nichols, Finance Manager Kathi Jackson, Finance Assistant John Schroder, Operations Manager Mike Lopez, Projects Specialist Patricia Charles and Guest Phyllis J. Smith.
- II. **Pledge of Allegiance:** Mr. Smith led the pledge of Allegiance.
- III. **Motion to approve Agenda (VIII A. may be postponed):** Mr. Lopez requested that after IV we proceed to IX New Business items A, B, C & D. Mrs. Holguin made the motion to approve the agenda with the changes suggested by Mr. Lopez. Mr. Evaro seconded the motion, the motion passed with all in favor.
- IV. **Approval of Minutes – Motion to approve the minutes of the February 20, 2019 Regular Board Meeting:** Mrs. Holguin made the motion to approve the minutes for the February 20, 2019 Regular Board Meeting. Mr. Magallanez seconded the motion, the motion passed with all in favor.
- V. **Presentations:** none
- VI. **Public Input:** none
- VII. **Managers' Reports**
 - A. **General Manager:** Mr. Lopez provided a report and stood for questions. Mr. Lopez informed the board that the 4 new trucks were picked up in Los Lunas on March 14th. 2 were authorized on the general budget, 1 was purchased with proceeds from the equipment auction and 1 was purchased with a partial grant from USDA-RD. The \$144.00 connection fee for the Sewer Project Phase 1 will have to rescinded at the next Board meeting. The project is out for bid now and the connection fee will be at what ever cost the contractor provides. The \$144.00 connection fee will be available to customers for Phase 2.
 - B. **Operations:** Mr. Mike Lopez provided a report and stood for questions. Mr. Lopez mentioned that we used 2 million gallons more in February, 2019 over February 2018. This is mostly because of the addition of High Valley. Mr. Smith asked if Dona Ana County was still going to install a dam in the East Mesa area. Mr. Lopez said they will be installing a series of 3 dams/ponds in the East Mesa area.

- C. **Finance:** Ms. Jackson provided a report and stood for questions. Ms. Jackson said LRG took in \$333,000.00 and spent \$227,628.00. 130 meters were replaced in February. Same amount will be replaced this month. LRG will be replacing meters until all the old ones are replaced.
- D. **Projects:** Ms. Nichols provided a report and stood for questions. No one had any questions regarding the report. She mentioned that EBID would give this board an update on the Kinder Morgan Gas Spill presentation at the May meeting. The presentation is on the Board member website for review. Mr. Martin Lopez wanted to congratulate Ms. Nichols and her staff for the capital outlay requests. All Capital Outlay requests were funded, some for more funds than we requested.

VIII. Unfinished Business

- A. **Appointment of Director for District 2 – this item may be postponed**

IX. New Business

- A. **Motion to adopt Resolution FY2019-26 Authorizing Local Government Planning Grant Agreement 3804-PG:** Mr. Lopez said this resolution is for processing the reimbursement on the East Mesa Environmental Document. LRG will be receiving between \$47,000.00 - \$48,000.00 in reimbursements. Mrs. Holguin made the motion to adopt Resolution FY2019-26 authorizing Local Government Planning Grant Agreement 3804-PG. Mr. Magallanez seconded the motion, the motion passed with all in favor.
- B. **Motion to commit up to \$50,000 of LRGPWWA Operating Funds in conjunction with CDBG or NMFA Planning Grant to complete Water Master Plan:** Mr. Lopez reminded the board that LRG had applied for \$100,000.00 in funding from CDBG. But the most they could Award was \$50,000.00. Mrs. Holguin made the motion to commit up to \$50,000.00 of LRGPWWA operating funds in conjunction with CDBG or NMFA Planning Grant to complete Water Master Plan. Mr. Magallanez seconded the motion, the motion passed with all in favor.
- C. **Motion to authorize termination of membership for delinquent accounts:** Mr. Lopez told the board they were provided with a list of customers accounts that have gone thru the Collections process and have not paid the delinquent accounts. Termination of membership is the last step of the Collections process. Some accounts will have to be written off and some have had liens placed on customers properties. Mr. Magallanez made the motion to authorize termination of membership for delinquent accounts. Mrs. Holguin seconded the motion, the motion passed with all in favor.
- D. **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 regarding the acquisition of real property or water rights.** At 9:40 a.m. Mrs. Holguin made the motion to convene in closed session. Mr. Magallanez seconded the motion. Mr. Lopez requested that Staff and guests present at meeting be allowed to stay thru closed session. Vice Chair Smith granted the request. Mrs. Holguin amended the motion to include the presence of Staff and guests in closed session. Mr. Magallanez amended his motion. The motion passed with all in favor.

- i. **Roll Call Vote:** Vice Chair Mr. Smith called roll for closed session District #1, Mr. Sanchez was absent, District #2 is vacant, District #3, Mr. Evaro voted yes, District #4, Mrs. Holguin voted yes, District #5, Mr. Magallanez voted yes, District #6, Mr. McMullen was absent, District #7, Mr. Smith voted yes. Motion carried on a vote of 4-0.
 - ii. **Motion to reconvene in open session:** at 9:49 a.m. Mrs. Holguin made the motion to reconvene in open session. Mr. Evaro seconded the motion, the motion passed with all in favor.
 - iii. **Statement by the Chair:** Vice Chair Mr. Smith stated that the matters discussed in the closed meeting were limited only to those specified in the motion for closure.
 - iv. Mrs. Holguin made the motion to approve, based on the project engineer's recommendation, the acquisition of a portion of the property located on NM Highway 192 and owned by AGRI SUN, Inc. in the event that an EBID Special Use Permit cannot be obtained for their property along Hwy. 192 at Hess Spur Drain because the location of the property is necessary to the completion of the Mesquite-Brazito Wastewater System Improvements Project. *(NOTE: if an EBID Special Use Permit can be obtained, there will be no need for this property acquisition)*. Mr. Magallanez seconded the motion, the motion passed with all in favor.
- X. **Other discussion and agenda items for next meeting at 9:30 a.m. Wednesday, April 17, 2019 at the East Mesa Office.**
 - A. **Have any Board Members participated in training? If so, please give us a copy of your certificate**
 - B. **PM Legislative Report as of end of session, report will be final after the Pocket Veto Date**
- XI. **Motion to Adjourn:** Mrs. Holguin made the motion to adjourn the board meeting at 10:00 a.m. Mr. Magallanez seconded the motion, the motion passed with all in favor.

ABSENT

Michael McMullen, Chairman (District 6)

Furman Smith, Vice-Chairman (District 7)

Esperanza Holguin, Secretary (District 4)

ABSENT

Raymundo Sanchez, Director (District 1)

Joe Evaro, Director (District 3)

Henry Magallanez, Director (District 5)

VACANT

Director (District 2)

DRAFT

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

Meeting Notice & Agenda—REGULAR BOARD OF DIRECTORS MEETING

9:30 a.m. Thursday, March 21, 2019 at our Office, 325 Holguin Road, Vado, NM

Agendas are final 72 hours prior to the meeting and may be obtained at any LRGPWWA Office or at www.LRGauthority.org/noticesavisos.html. Call 575-233-5742 or email board@LRGauthority.org for information

- I. Call to Order, Roll Call to Establish Quorum: District #1 (Mr. Sanchez) __, #2 (Vacant) __, #3 (Mr. Evaro) __, #4 (Mrs. Holguin) __, # 5 (Mr. Magallanez) __, #6 (Mr. McMullen) __, #7 (Mr. Smith) __
- II. Pledge of Allegiance
- III. Motion to approve Agenda (VIII A. may be postponed)
- IV. Approval of Minutes – Motion to approve the minutes of the February 20, 2019 Regular Board Meeting.
- V. Presentations: none
- VI. Public Input—15 minutes are allotted for this item, 3 minutes per person
- VII. Managers’ Reports
 - A. General Manager
 - B. Operations
 - C. Finance
 - D. Projects
- VIII. Unfinished Business
 - A. Appointment of Director for District 2 – this item may be postponed
- IX. New Business
 - A. Motion to adopt Resolution FY2019-26 Authorizing Local Government Planning Grant Agreement 3804-PG
 - B. Motion to commit up to \$50,000 of LRGPWWA Operating Funds in conjunction with CDBG or NMFA Planning Grant to complete Water Master Plan
 - C. Motion to authorize termination of membership for delinquent accounts
 - D. 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 regarding the acquisition of real property or water rights.
 - i. Roll Call Vote: District #1 (Mr. Sanchez) ____, #2 (Vacant) ____, #3 (Ms. Evaro) ____, #4 (Mrs. Holguin) ____, #5 (Mr. Magallanez) ____, #6 (Mr. McMullen) ____, #7(Mr. Smith) __
 - ii. Motion to reconvene in open session.

- iii. Statement by the Chair: *The matters discussed in the closed meeting were limited only to those specified in the motion for closure.*
- iv. Motion to approve, based on the project engineer's recommendation, the acquisition of a portion of the property located on NM Highway 192 and owned by _____ in the event that an EBID Special Use Permit cannot be obtained for their property along Hwy. 192 at Hess Spur Drain because the location of the property is necessary to the completion of the Mesquite-Brazito Wastewater System Improvements Project. (*NOTE: if an EBID Special Use Permit can be obtained, there will be no need for this property acquisition*)

X. Other discussion and agenda items for next meeting at 9:30 a.m. Wednesday, April 17, 2019 at the East Mesa Office.

- A. Have any Board Members participated in training? If so, please give us a copy of your certificate**
- B. PM Legislative Report as of end of session, report will be final after the Pocket Veto Date**

XI. Motion to Adjourn

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

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

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

Minutes for REGULAR BOARD OF DIRECTORS MEETING

9:30 a.m. Wednesday, February 20, 2019 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 or at www.LRGauthority.org/noticesavisos.html. Call 575-233-5742 or email board@LRGauthority.org for information

- I. **Call to Order, Roll Call to Establish Quorum:** Chairman Mr. Mike McMullen called the meeting to order at 9:36 a.m. and called roll. Mr. Sanchez representing District #1 was absent, District #2 is vacant, Mr. Evaro representing District #3 was present, Mrs. Holguin representing District #4 was present, Mr. Magallanez representing District # 5 was absent, Mr. McMullen representing District #6 was present, Mr. Smith representing District #7 was present. Staff members present were General Manager Martin Lopez, Projects Manager Karen Nichols, Projects Specialist Patricia Charles, Finance Manager Kathi Jackson, Operations Manager Mike Lopez and Brad Watts, CPA of Watts CPA.
- II. **Pledge of Allegiance:** Mr. McMullen led the pledge of Allegiance.
- III. **Motion to approve Agenda (VIII A. may be postponed, consider moving IX.A Audit approval to follow V. Audit Presentation):** Mr. Smith made the motion to approve the agenda with the changes stated above. Mrs. Holguin seconded the motion, the motion passed with all in favor.
- IV. **Approval of Minutes – Motion to approve the minutes of the January 16, 2019 Regular Board Meeting:** Mrs. Holguin made the motion to approve the minutes of the January 16, 2019 regular board meeting. Mr. Evaro seconded the motion, the motion passed with all in favor.
- V. **Presentations: Brad Watts, CPA of Watts CPA, PC to present the LRGPWWA FY2018 audit:** Mr. Brad Watts was present to give the board a summary of the LRGPWWA FY2018 audit. The State auditor now requires that the audit be presented to the board members at a board meeting. Mr. Watts sent in the audit to the state on November 30, 2018 and was approved a couple of weeks ago. The independent auditors report on page 2 states the auditor’s opinion after reviewing all materials he stated that the financials are correct. Mr. Watts said he would provide highlights. He stated that page 5 contains the Balance Sheet information, total assets have decreased by \$400,000 mostly due to depreciation. Mr. Smith asked if all assets depreciate at the same rate. Mr. Watts said that all assets have a set rate of depreciation which is based on the estimated useful life of the asset for example buildings & improvements have a life of 5 to 40 years, land improvements 7 to 20 years, water and sewer systems 5 to 15 years, furniture, fixtures and equipment 5 to 10 years and vehicles 5 to 15 years. He said assets mostly stayed the same. Liabilities are down a bit due to the payoff of some notes. Net position is the company’s assets are at 57 million which are primarily capital assets. Operating revenue was 3.29 million up from 3.28 million previous year due to the addition of more customers. The biggest operating expense is salaries and wages the increase there is due to the HIDTA grant. Depreciation was 1.8 million, the operating loss was 2.8 million and was due mostly to depreciation. Page 13 is about cash in the bank the 2.1 million pledged collateral held by the pledging bank’s trust meets regulation. Page 17 includes long term obligations, which include a list of 7 loan agreements with New Mexico Finance Authority. Ms. Nichols asked Mr. Watts if it would be possible to add a note in the Fiscal Agent section on page 20 the amount of the HIDTA pass thru. Funding agencies always want to know that amount. Ms. Nichols said it would be nice to have that amount spelled out in that

section, Mr. Watts said he would make that change on next years audit. Page 25 addresses the auditing standards which includes compliance issues. Mr. Watts informed the board that there are no compliance issues and no findings. Page 32 and 33 includes the schedule of findings and questioned costs. Mr. Watts indicated that there were no findings and/or questioned costs found.

VI. Public Input: none

VII. Managers' Reports

- A. General Manager:** Mr. Lopez provided a written report and stood for questions. He also gave an update on Kinder-Morgan gasoline leak. Due to the spread of contaminated soil, they have inquired about removing and replacing our water line on Three Saints Road near the spill at their expense. We have customer lines there but they are not active, there is about 1,000 feet of water line there. He will keep the board updated as soon as he has more information. Mr. Lopez would like the board to consider a user rate increase adjustment for the upcoming fiscal year. A water side adjustment of \$.62 to customers using 6,000 gallons per month from \$33.80 to \$34.44 and on the sewer side an adjustment of \$3.00 is required by USDA RD for Mesquite-Brazito Phase I project, from \$22.50 to \$25.50 based on 6,000 gallons. The state average for 2017 for water per 6,000 gallons is \$35.63 and for sewer average is \$28.61. Mrs. Holguin said she would have no problem with the increase as long as the increase is not too high. Mrs. Holguin informed the board that she thought there was going to be additional money for Capital Outlay this year.
- B. Operations:** Mr. Mike Lopez provided a written report and stood for questions. Mr. McMullen requested that we spray the weeds around the Brazito office. Mr. Evaro asked how the new trucks are running. Mr. Mike Lopez said they are working very well. Mr. Martin Lopez said the alignment was a problem but that is due to the roads we have to drive. Mr. Mike Lopez said there was an increase in the water usage he believes its due to adding High Valley to the Authority.
- C. Finance:** Ms. Jackson provided the January Income Statement and stood for questions. Ms. Jackson informed the board that we brought in \$230,000.00 and spent \$268,000.00. A transfer from reserves had to be made. One of the reasons for the overage in spending is that we are over budget on overtime. Maintenance and Repairs we spent \$44,000.00 because of the installation of 2 gas chlorine systems and we also spent \$10,000.00 for work on Berry Patch Road. 497 meters will be replaced, they will be replaced with radio read meters. Most are old anyway so this is a good time to replace them. Ms. Jackson and her staff will be attending a couple of trainings, one training is with Tyler and the other is for Purchasing Procurement.
- D. Projects:** Ms. Nichols provided a written report and stood for questions. Mesquite-Brazito Sewer Project 1 has been authorized to bid has been issued by USDA-RD. The bid ad will be in the paper on Sunday, February 24, 2019. Mesquite-Brazito Sewer Project 2 Design, including easement and property acquisition, will be 95% complete by next month. The final of 3 meetings identified for the programming phase of the central office building project was held on 2/19/19. Mr. Lopez said Larry McDonald from Wilson & Company left the company and was replaced with Marvin Chavez. This project has gone from one building to two buildings for cost

savings and practical reasons. Mr. Lopez said once the plans are updated further, he will have Mr. Chavez give the board a presentation. Ms. Nichols said our statute is being amended as part of the Election Act cleanup. We have two items on the agenda today, one is to extend board member terms from April 2019 to December 31, 2019. Mr. McMullen would like us to do some research regarding the possibility of having term limits for the officers, terms until retirement and removal for cause. Mrs. Holguin said that the only entities that have term limits are Counties. The removal for cause is already included in state and county statutes. Mr. Lopez said he will have to look at our statute and governance policies to see what will have to be changed. Ms. Nichols got an email on Tuesday, February 19, 2019 from the Colonia's Program, we will have 3 projects to present at their meeting in T or C on March 19 & 20, 2019. We should know by then if we have Capital Outlay for Jacquez Road project, and if so, we will pull that application. The other two are East Mesa Design and High Valley Phase II Project. East Mesa environmental documents are complete and approved, we had a public meeting on February 12, 2019 at the East Mesa office that included Notice of Intent to Apply to USDA Rural Development for project funding.

VIII. Unfinished Business

A. Appointment of Director for District 2 – this item may be postponed:

B. 2019 Election:

- i. Motion to comply with the Local Election Act (LEA) requirements and to extend the terms of board members up for election in 2019 until December 31, 2019 and extend the terms of Board members up for election in 2021 until December 21, 2021 in order to meet the requirement to hold elections in November of each year:** Mrs. Holguin made the motion to comply with local elections act requirements. Mr. Smith seconded the motion. The motion passed with all in favor.
- ii. Motion to rescind 10/17/18 approval of proposed amendment to the Governance Document to be placed on the April 2019 ballot for member approval and direct staff to draft new amendments in accordance with the LEA for board approval:** Mrs. Holguin made the motion to rescind 10/17/18 approval of proposed amendment. Mr. Evaro seconded the motion, after some discussion the motion passed with all in favor. Mr. Lopez said this amendment was approved to give us the ability to appoint members from other districts where needed. As indicated by Senator Ivy-Soto in a previous conversation with him that is not allowed under the LEA. Ms. Nichols said the new amendments will largely be to delete verbiage in our governance documents about the LEA and just reference it. It should then just indicate that we fall under the LEA.

IX. New Business

- A. Motion to accept and approve the FY2018 audit:** Mr. Watts had given a presentation at the beginning of this board meeting. Mr. Smith made the motion to accept and approve the FY2018 Audit. Mrs. Holguin seconded the motion. The motion passed with all in favor.
- B. Motion to adopt Resolution FY2019-25 Amending Resolution FY2019-21 to reflect the loan subsidy amount:** Ms. Nichols said when closing on the Drinking Water Loan they had to make

corrections on the loan amount. Mr. Lopez said the original amount was 1.7 million, but because of the subsidies the actual loan was to be 1.3 million. Mrs. Holguin made the motion to adopt resolution FY2019-25 amending resolution FY2019-21. Mr. Evaro seconded the motion, the motion passed with all in favor.

X. Other discussion and agenda items for next meeting at 9:30 a.m. Wednesday, March 20, 2019 at the Vado Office. Mr. Lopez wanted to let the board know that the Colonias Infrastructure Presentations have been rescheduled for March 20 & 21, 2019, and that will conflict with our next board meeting. Mr. Lopez said we have a meeting request with EBID regarding a lift station on March 13, 2019 at 9:30 a.m. After some discussion consensus was for changing the board meeting date from March 20, 2019 to March 27, 2019.

A. Have any Board Members participated in training? If so, please give us a copy of your certificate: Ms. Nichols asked board members if anyone had attended trainings and had certificates. No one had attended any trainings.

B. PM Legislative Report and upcoming NM Legislative session: Ms. Nichols said the legislative report will be updated after this meeting and will be updated on the Directors Only web page.

C. Closing documents for E. Mesa EID planning grant: Mr. Lopez said we should have closing documents on this grant which will include about \$47,000.00 in reimbursements.

XI. Motion to Adjourn: Mrs. Holguin made the motion to adjourn the board meeting at 10:54 a.m. Mr. Evaro seconded the motion, the motion passed with all in favor.

Minutes approved March 21, 2019

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)

ABSENT
Henry Magallanez, Director (District 5)

VACANT
Director (District 2)

LRGPWWA
Manager's Report
March 21, 2019

- Picked up the 4 trucks in Los Lunas on March 14th
- Karen and I attended the Colonias Presentations on March 20th in Truth or Consequences
- Legislative Requests all funded (some had additional funds beyond request)
- One operator passed his water level 2; operator with broken hand is off light duty; another one cut his finger- no medical restrictions
- Staff/legal continues to try and resolve meter failure with Master Meter
- Update on Liens: 66 have recorded, 2 Release of Lien; numerous accounts have been resolved
- Sewer Project Phase I connection fee (\$144.00) will have be rescinded at next Board meeting-project is out to bid cost will be dependent on contractor price

Lower Rio Grande PWWA

Operators Report

March 21, 2019

System Problems and Repairs.

- Backflow inspections are Current. (Mesquite District)
- For the month of February, we were issued 510 work and service orders.
- For the month of January, we were issued 374 work and service orders.
- For the month of February, we installed 7 new water service connections.
- The two Gas Chlorine Units are in operation and working very well, we will save a lot of Chlorine by changing to Gas.
- We had one main line break at Alto De Los Flores.
- We had two small line breaks at the East Mesa.
- We had two main line breaks at Talavera which were caused by the contractor.
- We had a huge service line leak on a customer's side in Talavera.
- We installed a new GE ultrasonic water meter at well # 12.

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

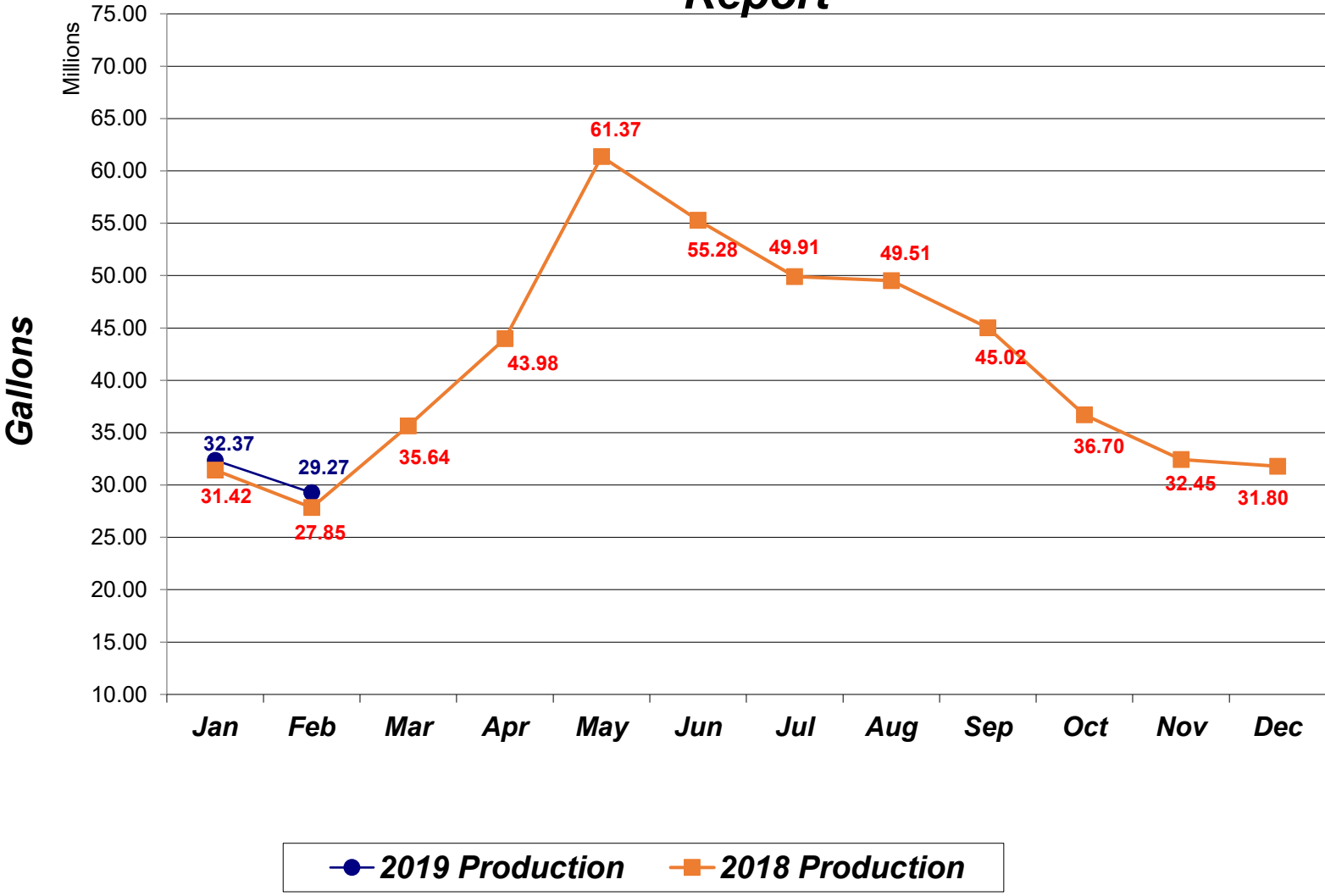
Mesquite district Wetlands: NMED is going to require us to drill 3 monitoring wells as the existing are dry.

Mesquite and Organ Sewer Reports. The Organ Wastewater and the Mesquite wastewater reports were sent February 1st.

Chlorine: No problems.

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

Lower Rio Grande PWWA Water Production Report





Lower Rio Grande Public Water Works Authority

Income Statement

Group Summary

For Fiscal: FYE 2019 Period Ending: 02/28/2019

AcctNumber	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Revenue				
40000 - Operating Revenue	2,861,000.00	195,371.33	2,083,791.37	777,208.63
40001 - Activation & Connection Fees-Sewer	1,300.00	-	-	1,300.00
40002 - Installation Fees	25,000.00	11,328.09	67,232.23	(42,232.23)
40003 - Activation & Connection Fees-Water	3,600.00	1,108.34	5,491.70	(1,891.70)
40004 - Meter Relocation	1,500.00	-	-	1,500.00
40005 - Backflow Testing	3,500.00	250.00	3,950.00	(450.00)
40006 - Tampering Fee/Line Breaks	1,500.00	109.37	2,864.19	(1,364.19)
40007 - Delinquency Fee	20,000.00	5,550.00	59,850.00	(39,850.00)
40008 - Penalties-Water	50,000.00	6,996.10	69,909.41	(19,909.41)
40009 - Membership Fees	3,000.00	650.00	5,000.00	(2,000.00)
40010 - Impact Fees	20,000.00	2,091.68	33,424.99	(13,424.99)
40011 - Returned Check Fees	1,500.00	-	490.00	1,010.00
40012 - Credit Card Fees	6,000.00	786.00	7,168.00	(1,168.00)
40013 - Miscellaneous Revenue	500.00	30.00	235.00	265.00
40015 - Penalties-Sewer	5,200.00	638.36	4,731.20	468.80
40016 - Meter Test Fee	500.00	-	(2,174.56)	2,674.56
40017 - Hydrant Meter Rental Fee	2,000.00	-	1,000.00	1,000.00
40018 - Permit Fees	1,100.00	-	-	1,100.00
40019 - DAC Trash Coupons	900.00	54.00	422.00	478.00
40020 - Miscellaneous Revenue-Sewer	1,500.00	41.29	(990.20)	2,490.20
45000 - Tower Rent	15,000.00	250.00	2,000.00	13,000.00
45001 - Billing Adjustments-Water	-	(1,100.09)	(13,794.76)	13,794.76
45005 - Fiscal Agent Fees	35,000.00	4,465.77	38,879.48	(3,879.48)
45010 - Interest	600.00	42.27	325.14	274.86
45015 - Copy/Fax	400.00	37.00	166.75	233.25
45020 - Other Income	10,000.00	1,209.00	50,121.74	(40,121.74)
45025 - Contract Services	50,000.00	3,017.81	35,896.82	14,103.18
45030 - Transfers In	-	100,000.00	100,000.00	(100,000.00)
49000 - Recovered Bad Debts	-	100.00	250.00	(250.00)
Revenue Total:	3,120,600.00	333,026.32	2,556,240.50	564,359.50
Expense				
60010 - Audit	15,000.00	-	8,410.00	6,590.00
60020 - Bank Service Charges	15,000.00	1,100.83	10,394.50	4,605.50
60025 - Cash Short/Over	300.00	-	35.23	264.77
60030 - Dues and Subscriptions	5,000.00	-	3,444.55	1,555.45
60035 - Engineering Fees	-	-	9,542.65	(9,542.65)
60045 - Late Fees	1,000.00	-	28.11	971.89
60050 - Legal Fees	-	303.82	2,209.22	(2,209.22)
60055 - Legal Notices	2,500.00	-	77.21	2,422.79
60060 - Licenses & Fees	5,000.00	786.00	7,820.00	(2,820.00)
60065 - Meals	2,500.00	106.04	1,221.62	1,278.38
60075 - Permit Fees	-	-	6,015.62	(6,015.62)
60080 - Postage	30,500.00	7.06	1,824.64	28,675.36
60090 - Professional Fees-Other	600.00	-	379.09	220.91
60115 - Talavera Expenses	-	-	889.57	(889.57)
60116 - Alto De Las Flores Expenses	-	-	72.39	(72.39)
60120 - Retirement Account Fees	2,500.00	665.18	4,325.07	(1,825.07)
60130 - Training	5,000.00	170.00	3,164.85	1,835.15
60140 - Travel:Airfare Per Diem	-	-	506.87	(506.87)
60150 - Travel:Lodging Per Diem	5,000.00	-	4,189.90	810.10
60155 - Travel:Meals Per Diem	5,000.00	-	727.11	4,272.89
60160 - Travel:Mileage/Parking Per Diem	-	-	620.11	(620.11)
60165 - Travel:Vehicle Rental Per Diem	-	-	163.49	(163.49)
60175 - Fixed Asset Disposal Fees	1,500.00	-	-	1,500.00
60600 - Debit Service	148,000.00	4,794.64	87,603.46	60,396.54

60625 - Interest paid to NMED	-	-	1,907.90	(1,907.90)
60650 - Interest paid to NMFA	37,000.00	-	15,154.88	21,845.12
60675 - Interest paid to USDA	130,000.00	10,629.36	105,024.59	24,975.41
63000 - Regular Pay	885,000.00	80,657.29	619,068.18	265,931.82
63001 - Overtime	30,000.00	3,422.66	24,819.49	5,180.51
63006 - Holiday Pay	55,000.00	4,506.37	37,991.58	17,008.42
63007 - Sick Pay	60,000.00	4,250.51	28,423.27	31,576.73
63008 - Annual Leave Pay	80,000.00	1,312.27	42,410.81	37,589.19
63010 - 401K 10% Company Contribution	101,500.00	-	-	101,500.00
63030 - Accrued Leave	75,000.00	-	-	75,000.00
63060 - Contract Labor	10,000.00	-	2,412.58	7,587.42
63070 - Employee Benefits-401K Contrib	41,000.00	2,696.46	21,209.37	19,790.63
63090 - HISC-Blue Medicare Rx.	500.00	-	-	500.00
63100 - Insurance-Dental	15,000.00	1,161.78	8,464.20	6,535.80
63110 - Insurance-Health	175,000.00	22,882.55	181,371.34	(6,371.34)
63115 - Salaries: Insurance - Work Comp	20,000.00	1,846.00	11,587.00	8,413.00
63125 - Insurance: Life & Disability	-	0.09	(32.69)	32.69
63130 - Mileage	1,500.00	-	524.06	975.94
63135 - Drug Testing	1,500.00	-	-	1,500.00
63160 - Payroll Taxes-Medicare	18,500.00	1,365.11	10,914.53	7,585.47
63170 - Payroll Taxes-Social Security	73,000.00	5,837.21	46,668.23	26,331.77
63195 - Taxes, Liability, Insurance: Cobra Fee	1,000.00	-	-	1,000.00
63200 - Vision Insurance	5,000.00	338.44	2,574.47	2,425.53
64100 - Sewer:DAC Waste Water Flow Charge	40,000.00	-	24,439.58	15,560.42
64200 - Sewer:Electricity-Sewer	9,000.00	705.42	5,965.32	3,034.68
64300 - Sewer:Lab & Chemicals-Sewer	10,000.00	608.95	7,819.25	2,180.75
64500 - Sewer:Supplies & Materials	-	-	220.00	(220.00)
65010 - Automobile Repairs & Maint.	40,000.00	5,104.82	39,524.51	475.49
65230 - Computer Maintenance	58,000.00	2,073.67	48,911.70	9,088.30
65240 - Equipment Rental	2,500.00	-	1,006.18	1,493.82
65250 - Fuel	60,000.00	3,880.62	46,976.49	13,023.51
65270 - Lab Chemicals-Water	5,000.00	-	838.63	4,161.37
65275 - SCADA Maintenance Fee	2,000.00	-	-	2,000.00
65276 - Test Equipment Calibration	2,000.00	-	-	2,000.00
65277 - Generator Maintenance Contract	3,000.00	-	-	3,000.00
65278 - Meter Testing/Repair/Replacement	36,000.00	4,618.48	6,118.48	29,881.52
65280 - Lab Chemicals-Water:Chemicals	35,000.00	1,309.44	22,515.67	12,484.33
65300 - Locates	6,000.00	-	-	6,000.00
65310 - Maint. & Repairs-Infrastructure	84,000.00	1,147.48	12,845.40	71,154.60
65320 - Maint. & Repairs-Office	10,000.00	-	14,862.20	(4,862.20)
65330 - Maintenance & Repairs-Other	120,500.00	16,319.01	181,612.58	(61,112.58)
65340 - Materials & Supplies	45,000.00	(817.96)	41,832.39	3,167.61
65345 - Non Inventory-Consumables	65,000.00	3,196.60	26,750.19	38,249.81
65350 - Office Supplies	5,000.00	303.28	6,901.24	(1,901.24)
65360 - Printing and Copying	20,000.00	158.66	24,480.06	(4,480.06)
65370 - Tool Furniture	5,000.00	-	5,294.35	(294.35)
65390 - Uniforms-Employee	11,200.00	624.48	9,370.54	1,829.46
65490 - Cell Phone	20,000.00	-	7,849.85	12,150.15
65500 - Electricity-Lighting	6,000.00	389.14	4,170.33	1,829.67
65510 - Electricity-Offices	15,000.00	642.98	9,557.65	5,442.35
65520 - Electricity-Wells	211,000.00	11,300.82	135,227.37	75,772.63
65530 - Garbage Service	2,500.00	219.58	4,266.55	(1,766.55)
65540 - Natural Gas	3,000.00	334.51	1,285.61	1,714.39
65550 - Security/Alarm	5,000.00	-	2,886.02	2,113.98
65560 - Telephone	20,000.00	15,515.86	28,598.18	(8,598.18)
65561 - Telstar Maintenance Contract	7,000.00	-	-	7,000.00
65570 - Wastewater	2,000.00	181.12	1,444.24	555.76
66100 - Government Penalties & Interest	-	-	5.00	(5.00)
66200 - Insurance-General Liability	75,000.00	-	52,697.00	22,303.00
66500 - Property Taxes	-	-	346.04	(346.04)
66700 - Water Conservation Fee	20,000.00	971.08	10,026.54	9,973.46
00000 - To Reserves	-	10,000.00	187,243.95	(187,243.95)
Expense Total:	3,120,600.00	227,627.71	2,288,048.14	832,551.86
Total Surplus (Deficit):	-	105,398.61	268,192.36	(268,192.36)

**LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY
PROJECTS REPORT – 3/21/19**

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, Colonia's Grants of \$6,356,474 & \$119,407 – Project is out to bid. Pre-bid meeting was held 3/13/19. 13 contractors are on the bidders list as of 3/15/19. Bid opening is 2 pm on 3/27/19 at the La Mesa Office.

LRG-17-01 – Mesquite-Brazito Sewer Project 2 – Bohannon Huston, Inc. – Planning Stage – USDA-RD LOC \$15,030,780 – Letter of Conditions was issued by USDA-RD on 3/5/18 for \$6,189,000 loan and \$8,030,000 Colonia's Grant. 7th Request for Funds from RCAC bridge loan has been submitted and funds from Request #6 were received. Design, including easement & property acquisition, is at 60% completion and review meeting was held 1/25/19. 95% scheduled for 4/12/19

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

LRG-11-05 – South Valley Water Supply & Treatment Project WTB #252– Bohannon Huston - Design stage - \$750,000 WTB – 10% Loan 10% Match: USDA-RD format PER, and it has been submitted to USDA-RD, comments received and addressed and approval is pending, Environmental Report has been submitted, and a funding application is ongoing at their online application site. Ms. Alarcon sent over the 15-day letter, and those documents have been provided. She is working toward issuing an LOC as we are completing application documents.

LRG-17-01 – Water Master Plan – WTB #252: CDBG Public Hearing was held 1/9/18. Ms. Goolsby, SCCOG, has submitted the application for \$100k planning grant for this project. NM DFA-LGD staff denied our waiver request, and we will be editing the application to apply for \$50k. NMFA Local Planning would let us apply for \$50k to complete the needed funding for this plan in conjunction with a CDBG grant, but NM DFA-LGD considers that to be “double-dipping” and does not allow it. There is a request on today's agenda to commit LRGPWWA funds in addition to a planning grant to complete the plan.

LRG-17-02 – Central Office Building – DW-4213 \$3,285,619: Current work is in the Programming Phase of the project which is to be complete in Feb 2019. The final of 3 meetings identified for the Programming Phase of the project was held on 2/19/19. Architect is developing 2 buildings to equal a total of roughly 8,715 sf on a single site to consolidate LRG's services: Building 1 (approx. 5,835 sf) – Primary office functions; modular building construction and Building 2 (approx. 2,880 sf) – Operations; pre-engineered metal building. Engineering Agreement amendments for scope modification to address the two-building concept and to move on to the design phase are in development.

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

LRG-13-03 – Valle Del Rio Water System Project – Construction Stage & Ph. II Design - \$1,197,708 DWSRLF funding - \$898,281 principal forgiveness – 299,427 loan repayment – Souder, Miller & Associates: Contractor is waiting on materials to arrive for the installation of the new pumps and VFD drives. Installation is expected to be completed in the first of May. SMA is working with the Contractor to complete the project closeout documents. Requisition #17/Pay App. #6 has been paid. Change Order #7

for purchase of the VFD that is currently in use has been approved. Phase II funding is closed. Preliminary plan layout is underway.

LRG-17-03 – Planning Documents for East Mesa Water System Improvements Project – NMFA 3803-PG & 3804-PG – Planning –PER Planning Grant closing is complete, ePER is in progress. EID is approved and EID Planning Grant Closing is on today’s Agenda. Presentation for Colonia’s funding for Phase I Design is set for 3/20/19. Application to USDA-RD for Phase I funding has been initiated.

LRG-18-01 – High Valley Water System Improvements Project – NMFA 4645-CIF18 – Design & Construction – Souder, Miller & Assoc.– Site visit has been completed, SMA expects to complete the preliminary design just prior to this meeting. Phase II presentation for Colonia’s Infrastructure Fund application is set for 3/20/19

LRG-18-02 – Stern Drive Waterline Extension Project – Design/Build - \$150,000 SAP – SMA expect to submit preliminary design just prior to board meeting. SMA received ROW documents from NMDOT and is submitting for environmental clearance and permit. Fiber optic utility locates are completed.

LRG-18-03 – Jacquez Waterline Extension Project – Design/Build - \$50,000 SAP – Wilson & Co. – Jacquez Road easement has been fully executed and filed, bid documents are nearing completion and should be submitted NMED-CPB by 3/19/19. NM Legislature approved \$139k in Capital Outlay funds for the project.

LRG-19-09 – S. Valley Service Area Line Extensions – The Legislature appropriated \$3 million to the Local Government Planning fund at NMFA, and that bill has been signed by the governor. When we are ready to

Other projects:

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. No bins been sent out for shredding in the past month.

Website and Email – Notices and Board Minutes pages are current. Sullivan Design is continuing to work on migrating our website to a WordPress platform. Current website will remain in place until it goes live. 2nd Draft has been reviewed and discussed with Mr. Sullivan, and further edits are ongoing.

Source Water Protection Plan Update - NMED has authorized technical assistance from D.B. Stephens & Associates to update the plan to incorporate High Valley. I made some edits to the current plan at the beginning, Patty is coordinating this on our end. First draft of the updated plan was submitted back to us on 2/20/19, and JJ has provided some updated data.

Training – Patty, Mike Lopez & 5 additional members of the Operations Staff attended the Emergency Response & Operations & Maintenance Plan- Training on February 27, 2019, Patty, Angie, Mike, JJ, Ramon and I attended the AWWA Water Loss Audit Training on February 28, 2019.

Lower Rio Grande Water Users Organization – nothing new to report

As Needed Engineering Services - Currently we have three active Task Orders: One with Vencor for NM DOT permit work on Stern Drive on hold pending a State Land Office permit, one with BHI for securing the SLO Permit, and one with Vencor for GIS Ph. VII.

Collection & Lien Procedures - Third set of liens have been filed, certified letters have been sent out for a fourth set. 48 first notifications, 135 certified letters have been sent and 66 liens have been filed to date. Angie & Patty are working on the next set of liens.

NM Legislature – Session ended 3/16/19. Legislative Report is up to date, but won't be final until after the Pocket Veto date on 4/5/19.

LRGPWWA 2019 Election – We have provided our Voting District Maps to a contractor at UNM working for the NM Secretary of State Office, and Vencor is providing additional data.

Water Audits – Water Audit data collection is ongoing and will be useful in updating the Source Water Protection Plan. Water Audits for calendar 2018 will be scheduled soon.

**RECORD OF PROCEEDINGS RELATING TO THE ADOPTION OF
RESOLUTION NO. FY2019-26 OF THE BOARD OF DIRECTORS OF THE
LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY
MARCH 21, 2019**

STATE OF NEW MEXICO)
) ss.
COUNTY OF DONA ANA)

The Board of Directors (the "Governing Body") of Lower Rio Grande Public Water Works Authority (the "Grantee") met in a regular session in full conformity with the law and the rules and regulations of the Governing Body at 325 Holguin Rd., Vado, New Mexico 88072, being the meeting place of the Governing Body for the meeting held on the 21st day of March 2019 at the hour of 9:30 a.m. Upon roll call, the following members and officers were found to be present:

- Present: Mike McMullen, Board Chair
- Furman Smith, Vice-Chair
- Esperanza Holguin, Secretary
- Joe Evaro, Director
- Henry Magallanes, Director
- Absent: Raymundo Sanches, Director
- _____
- Also Present: Martin Lopez, General Manager
 Karen Nichols, Projects Manager
 Kathi Jackson, Finance Manager
 Mike Lopez, Operations Manager
 Patty Charles, Projects Specialist
 John Schroder, Accounting Assistant

Thereupon, there was officially filed with the Grantee's Secretary a copy of a proposed Resolution in final form, as follows:

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY
RESOLUTION NO. FY2019-26

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOCAL GOVERNMENT PLANNING GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), AND LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY (THE "GRANTEE"), IN THE AMOUNT OF FORTY THREE THOUSAND THREE HUNDRED SIX DOLLARS AND SEVENTY THREE CENTS (\$43,306.73) EVIDENCING AN OBLIGATION OF THE GRANTEE TO UTILIZE THE GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF THE ENVIRONMENTAL INFORMATION DOCUMENT AND SOLELY IN THE MANNER DESCRIBED IN THE GRANT AGREEMENT; CERTIFYING THAT THE GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE GRANT AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in Section 1 of the Resolution unless the context requires otherwise.

WHEREAS, Grantee is a legally and regularly created, established, organized and existing special water district created pursuant to law, more specifically Section 73-26-1, NMSA 1978, as amended and supplemented; and

WHEREAS, the Grantee is qualified to receive the Planning Grant pursuant to the Finance Authority's Rules Governing the Local Government Planning Fund and NMSA 1978, § 6-21-6.4, as amended; and

WHEREAS, the Governing Body hereby determines that the Project may be financed with amounts granted pursuant to the Grant Agreement, that the Grant Amount, together with and other moneys available to the Grantee, is sufficient to complete the Project, and that it is in the best interest of the Grantee and the public it serves that the Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Grant Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Grant Agreement, accept the Grant Amount and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, the Grantee acknowledges and understands that the Planning Grant must be expended and a Planning Document must be completed within one (1) year from the Closing

Date, or the Grantee will forfeit the ability to draw Grant funds from the Local Government Planning Fund; and

WHEREAS, the Grant Agreement shall not constitute a general obligation of the Grantee or a debt of pledge of the faith and credit of the Grantee, the Finance Authority or the State; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the Grantee's Secretary this Resolution and the form of the Grant Agreement which is incorporated by reference and made a part hereof; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Grant Amount for the purposes described and according to the restrictions set forth in the Grant Agreement; and (ii) the authorization, execution and delivery of the Grant Agreement which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY:

Section 1. Definitions. All terms used herein have the same definition as contained in the draft Grant Agreement, dated March 28, 2019.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Grantee and officers of the Grantee, directed toward the Project and the execution and delivery of the Grant Agreement, shall be and the same hereby is ratified, approved and confirmed.

Section 3. Authorization of the Project and the Grant Agreement. The Project and the method of funding the Project through execution and delivery of the Grant Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Grantee and the public it serves.

Section 4. Findings. The Governing Body on behalf of the Grantee hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to address land use, floodplains, wetlands, water sources and mitigation of environmental impacts.

B. The costs of the Project are beyond the local control and resources of the Grantee.

C. The Project and the execution and delivery of the Grant Agreement pursuant to the Act to provide funds for the financing of the Project are in the interest of the public health, safety and welfare of the public served by the Grantee.

D. The Grantee will perform (or cause to be performed) the Project with the proceeds of the Planning Grant, and will utilize the Project for the purposes set forth in the Grant Agreement.

E. The Grantee will forfeit the Planning Grant if the Grantee fails to utilize the Grant Amount within one (1) year of the Closing Date.

Section 5. Grant Agreement—Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of majority of a quorum of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Grantee and performing the Project, it is hereby declared necessary that the Grantee execute and deliver the Grant Agreement evidencing the Grantee's acceptance of the Grant Amount of Forty Three Thousand Three Hundred Six Dollars and Seventy Three Cents (\$43,306.73) to be utilized solely for the Project and solely in the manner and according to the restrictions set forth in the Grant Agreement, the execution and delivery of which are hereby authorized. The Grantee shall use the proceeds of the Grant to finance the performance of the Project. The Project will be owned by the Grantee and will be utilized by the Grantee as set forth in the Grant Agreement.

B. Detail. The Grant Agreement shall be in substantially the form of the Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of Forty Three Thousand Three Hundred Six Dollars and Seventy Three Cents (\$43,306.73).

Section 6. Approval of Grant Agreement. The form of the Grant Agreement as presented at the meeting of the Governing Body at which this Resolution was adopted is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Grant Agreement with such changes, insertions, and deletions as may be approved by such individual Authorized Officers, and the Secretary is hereby authorized to affix the seal of the Grantee on the Grant Agreement and attest the same. The execution of the Grant Agreement shall be conclusive evidence of such approval.

Section 7. Disposition of Proceeds; Completion of Acquisition of the Project.

A. Grant Account. The Grantee hereby consents to creation of the Grant Account by the Finance Authority and approves of the deposit of the Grant Amount into the Grant Account. Until the Completion Date, the money in the Grant Account shall be used and paid out solely for the purpose of the Project in compliance with applicable law and the provisions of the Grant Agreement.

B. Completion of Acquisition of the Project. The Grantee shall proceed to acquire and complete the Project with all due diligence. Upon the Completion Date, the Grantee shall execute a certificate substantially in the form attached as Exhibit "C" to the Grant

Agreement stating that acquisition of and payment for the Project have been completed. As soon as practicable and, in any event, not more than sixty (60) days after the Completion Date, any balance remaining in the Grant Account shall be transferred and returned to the Local Government Planning Grant Fund.

C. Finance Authority Not Responsible. The Finance Authority shall in no manner be responsible for the application or disposal by the Grantee or by the officers of the Grantee of the funds derived from the Grant Agreement or of any other funds held by or made available to the Grantee's in connection with use of the Project.

Section 8. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Grant Agreement, and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution and the Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Grant Agreement, including, but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Grant Agreement.

Section 9. Amendment of Resolution. This Resolution after its adoption may be amended without receipt by the Grantee of any additional consideration, but only with the prior written consent of the Finance Authority.

Section 10. Resolution Irrepealable. After the Grant Agreement has been executed and delivered, this Resolution shall be and remain irrepealable until all obligations of the Grantee under the Grant Agreement shall be fully discharged, as herein provided.

Section 11. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 12. Repealer Clause. All bylaws, orders, resolutions, ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 13. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Grantee kept for that purpose, authenticated by the signatures of the Chairman and Secretary of the Grantee, and this Resolution shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Resolution, this Resolution shall be effective upon adoption of this Resolution by the Governing Body.

Section 14. Execution of Agreements. The Lower Rio Grande Public Water Works Authority through its Governing Body agrees to authorize and execute all such agreements with the Finance Authority as are necessary to consummate the Grant contemplated herein and consistent with the terms and conditions attached hereto.

PASSED, APPROVED AND ADOPTED THIS 21ST DAY OF MARCH 2019.

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

By _____
Mike McMullen
Chairman

[SEAL]

ATTEST:

By _____
Esperanza Holguin
Secretary

[Remainder of page intentionally left blank.]

Governing Body Member _____ then moved adoption of the foregoing Resolution, duly seconded by Governing Body Member _____.

The motion to adopt said Resolution, upon being put to a vote was passed and adopted on the following recorded vote:

Those Voting Aye: Mike McMullen
 Furman Smith
 Esperanza Holguin
 Joe Evaro
 Henry Magallanes

Those Voting Nay: _____

Those Absent: Raymundo Sanchez

_____ (___) members of the Governing Body having voted in favor of said motion, the Grantee’s President declared said motion carried and said Resolution adopted, whereupon the Grantee’s President and the Grantee’s Secretary signed the Resolution upon the records of the minutes of the Governing Body.

After consideration of matters not relating to the Resolution, the meeting on motion duly made, seconded and carried, was adjourned.

[Signature page follows.]

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

By _____
Mike McMullen
Chairman

[SEAL]

ATTEST:

By _____
Esperanza Holguin
Secretary

[Remainder of page intentionally left blank.]

STATE OF NEW MEXICO)
) ss.
COUNTY OF DONA ANA)

I, Esperanza Holguin, the duly qualified and acting Secretary of Lower Rio Grande Public Water Works Authority (the “Grantee”), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the Board of Directors of the Grantee constituting the Governing Body of the Grantee, had and taken at a duly called regular meeting held at 325 Holguin Rd., Vado, New Mexico 88072, on March 21, 2019, at the hour of 9:30 a.m., insofar as the same relate to the adoption of Resolution No. FY2019-26 and the execution and delivery of the proposed Grant Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in the offices of the Grantee. None of the action taken in the said proceedings has been rescinded, repealed or modified.

2. Said proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.

3. Notice of said meeting was given in compliance with the permitted methods of giving notice of regular meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, § 10-15-1, as amended, including, Grantee’s Open Meetings Resolution No. FY2018-18 dated May 16, 2018 and presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of March 2019.

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

By _____
Esperanza Holguin, Secretary

[SEAL]

EXHIBIT “A”

Notice of Meeting

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

Meeting Notice & Agenda—REGULAR BOARD OF DIRECTORS MEETING

9:30 a.m. Thursday, March 21, 2019 at our Office, 325 Holguin Road, Vado, NM

Agendas are final 72 hours prior to the meeting and may be obtained at any LRGPWWA Office or at www.LRGauthority.org/noticesavisos.html. Call 575-233-5742 or email board@LRGauthority.org for information

- I. Call to Order, Roll Call to Establish Quorum: District #1 (Mr. Sanchez) __, #2 (Vacant) __, #3 (Mr. Evaro) __, #4 (Mrs. Holguin) __, # 5 (Mr. Magallanez) __, #6 (Mr. McMullen) __, #7 (Mr. Smith) __
- II. Pledge of Allegiance
- III. Motion to approve Agenda (VIII A. may be postponed)
- IV. Approval of Minutes – Motion to approve the minutes of the February 20, 2019 Regular Board Meeting.
- V. Presentations: none
- VI. Public Input—15 minutes are allotted for this item, 3 minutes per person
- VII. Managers’ Reports
 - A. General Manager
 - B. Operations
 - C. Finance
 - D. Projects
- VIII. Unfinished Business
 - A. Appointment of Director for District 2 – this item may be postponed
- IX. New Business
 - A. Motion to adopt Resolution FY2019-26 Authorizing Local Government Planning Grant Agreement 3804-PG
 - B. Motion to commit up to \$50,000 of LRGPWWA Operating Funds in conjunction with CDBG or NMFA Planning Grant to complete Water Master Plan
 - C. Motion to authorize termination of membership for delinquent accounts
 - D. 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 regarding the acquisition of real property or water rights.
 - i. Roll Call Vote: District #1 (Mr. Sanchez) ____, #2 (Vacant) ____, #3 (Ms. Evaro) ____, #4 (Mrs. Holguin) ____, #5 (Mr. Magallanez) ____, #6 (Mr. McMullen) ____, #7(Mr. Smith) ____
 - ii. Motion to reconvene in open session.

- iii. Statement by the Chair: *The matters discussed in the closed meeting were limited only to those specified in the motion for closure.*
- iv. Motion to approve, based on the project engineer's recommendation, the acquisition of a portion of the property located on NM Highway 192 and owned by _____ in the event that an EBID Special Use Permit cannot be obtained for their property along Hwy. 192 at Hess Spur Drain because the location of the property is necessary to the completion of the Mesquite-Brazito Wastewater System Improvements Project. (*NOTE: if an EBID Special Use Permit can be obtained, there will be no need for this property acquisition*)

X. Other discussion and agenda items for next meeting at 9:30 a.m. Wednesday, April 17, 2019 at the East Mesa Office.

- A. Have any Board Members participated in training? If so, please give us a copy of your certificate**
- B. PM Legislative Report as of end of session, report will be final after the Pocket Veto Date**

XI. Motion to Adjourn

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

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

constitutes valid and sufficient legal authority for the Grantee to carry out and enforce the provisions of the Grant Agreement.

7. No event will result from the execution and delivery of the Grant Agreement that constitutes a default or an Event of Default under either the Grant Agreement or the Resolution, and no Event of Default and no default under the Grant Agreement or the Resolution has occurred and is continuing on the date of this Certificate.

8. The Grantee has duly authorized and approved the consummation by it of all transactions, and has complied with all requirements and satisfied all conditions, which are required by the Grant Agreement to have been authorized, approved, performed or consummated by the Grantee at or prior to the date of this Certificate. The Grantee has full legal right, power and authority to carry out and consummate the transactions contemplated by the Resolution and the Grant Agreement.

9. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the enforceability of the Grant Agreement or any of the actions required to be taken by the Resolution or the Grant Agreement to the date of this Certificate have been obtained and are in full force and effect.

10. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the completion of the Project have been obtained and are in full force and effect.

11. Neither the Grantee's adoption of the Resolution nor any action contemplated by or pursuant to the Resolution or the Grant Agreement conflicts or will conflict with, or constitute a breach by the Grantee of, or default by the Grantee under any law, court decree or order, governmental regulation, rule or order, resolution, agreement, indenture, mortgage or other instrument to which the Grantee is subject or by which it is bound.

12. There is no actual or threatened action, suit, proceeding, inquiry or investigation against the Grantee, at law or in equity, by or before any court, public board or body, nor to the Grantee's knowledge is there any basis therefore, affecting the existence of the Grantee or the titles of its officials to their respective offices, or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Grantee, (b) the use of the proceeds of the Grant Agreement for the Project, (c) the validity or enforceability of the Grant Agreement or any proceedings of the Grantee with respect to the Grant Agreement or the Resolution, (d) the execution and delivery of the Grant Agreement or (e) the power of the Grantee to carry out the transactions contemplated by the Grant Agreement or the Resolution.

13. From at least October 1, 2018, to and including the date of this Certificate, the following were and now are the duly chosen, qualified and acting officers and members of the Governing Body of the Grantee:

Mike McMullen, Chair

Furman Smith, Vice-Chair

Esperanza Holguin, Secretary

Raymundo Sanchez, Director

Joe Evaro, director

Henry Magallanez, Director

14. To the best of our knowledge and belief after due investigation, none of the Events of Default referred to in Article IX of the Grant Agreement has occurred.

15. The Grantee has complied with all the covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof, and the representations and warranties of the Grantee contained in the Grant Agreement and in the Resolution are true and correct as of the date of this Certificate.

16. Grantee's Chair, the Secretary, any member of the Governing Body, nor any other officer, employee or other agent of the Grantee is interested (except in the performance of his or her official rights, privileges, powers and duties), directly or indirectly, in the profits of any contract, or job for work, or services to be performed and appertaining to the Project.

17. The meeting at which the Resolution was adopted was held at 325 Holguin Rd., Vado, New Mexico 88072, the principal meeting place of the Grantee.

18. The Grantee's Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Grantee's Governing Body in connection with the Grant Agreement. The Open Meetings Act Resolution No. FY2018-18 (the "Open Meetings Act Resolution") adopted and approved by the Governing Body on May 16, 2018 establishes notice standards as required by Section 10-15-1, NMSA 1978, as amended and supplemented. The Open Meetings Act Resolution has not been amended or repealed. All action of the Governing Body with respect to the Grant Agreement and Resolution was taken at meetings held in compliance with the Open Meetings Act Resolution.

19. The Chairman and the Secretary of the Governing Body, on the date of the signing of the Grant Agreement and on the date of this Certificate, are the duly chosen, qualified and acting officers of the Grantee authorized to execute the Grant Agreement.

20. This Certificate is for the benefit of the Finance Authority.

21. This Certificate may be executed in counterparts.

WITNESS our signatures and the seal of the Grantee this 28th day of March 2019.

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

By _____
Mike McMullen
Chairman

[SEAL]

ATTEST:

By _____
Esperanza Holguin
Secretary

\$43,306.73

PLANNING GRANT AGREEMENT

dated

March 28, 2019

by and between

NEW MEXICO FINANCE AUTHORITY

and

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

PLANNING GRANT AGREEMENT

THIS PLANNING GRANT AGREEMENT (the “Grant agreement”), March 28, 2019, is entered into by and between the NEW MEXICO FINANCE AUTHORITY (the “Finance Authority”) and the LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY (the “Grantee”).

WITNESSETH:

WHEREAS, the Finance Authority is a public body politic and corporate, separate and apart from the State of New Mexico (the “State”), constituting a governmental instrumentality, duly organized and created under and pursuant to the laws of the State, particularly NMSA 1978 §§ 6-21-1 through 6-21-31, as amended, (the “New Mexico Finance Authority Act”); and

WHEREAS, NMSA 1978, § 6-21-6.4, as amended, creates the Local Government Planning Fund to be administered by the Finance Authority to make Grants to qualified entities to evaluate and to estimate the costs of implementing the most feasible alternatives for meeting water and/or wastewater public project needs, and pay administrative costs of the local government planning fund program; and

WHEREAS, Grantee is a legally and regularly created, established, organized and existing special water district created pursuant to law, more specifically Section 73-26-1, NMSA 1978, as amended and supplemented; and

WHEREAS, the Grantee is qualified to receive the Planning Grant pursuant to the Finance Authority’s Rules and NMSA 1978, § 6-21-6.4, as amended; and

WHEREAS, the Grantee has applied to the Finance Authority for Planning Grant (as defined below) funding and has determined that it is in the best interest of the Grantee and the public it serves that the Grantee enter into this Grant Agreement with the Finance Authority and accept a grant in the amount of Forty Three Thousand Three Hundred Six Dollars and Seventy Three Cents (\$43,306.73) from the Finance Authority to carry out the Project, as more fully described in Exhibit “A” attached hereto; and

WHEREAS, the Grantee acknowledges and understands that the Planning Grant must be expended and the Planning Documents must be completed within one (1) year from the Closing Date, or the Grantee will forfeit the ability to draw Grant funds from the Local Government Planning Fund; and

WHEREAS, the Grantee is prepared to perform all its obligations and to observe and obey all restrictions on the use of the Grant set forth in this Grant Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual promises and covenants contained herein, the parties hereto agree:

ARTICLE I: DEFINITIONS

As used in this Agreement, including the foregoing recitals, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

“Agreement Term” means the term of this Grant Agreement as provided under Article III of this Grant Agreement.

“Authorized Officers” means in the case of the Grantee any one of the Chairman, Vice Chair and Secretary of the Governing Body, and in the case of the Finance Authority the Chairperson, Vice-Chairperson and Secretary of the Board of Directors and the Chief Executive Officer, or any other officer or employee of the Finance Authority designated in writing by an Authorized Officer.

“Closing Date” means the date of execution, delivery and funding of this Grant Agreement.

“Event of Default” means one or more events of default as defined in Article IX of this Grant Agreement.

“Finance Authority” means the New Mexico Finance Authority.

“Force Majeure” means any act of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorder, strikes, lockouts or other labor difficulties, or any law, rule, regulation, order or other action adopted or taken by any federal, state or local government authority, or any other cause not reasonably within such party’s control.

“Governing Body” means the Board of Directors of the Grantee, or any future governing body of the Grantee.

“Grant or Grant Amount” means the sum of Forty Three Thousand Three Hundred Six Dollars and Seventy Three Cents (\$43,306.73).

“Grant Account” means the account in the name of the Grantee established pursuant to this Grant Agreement and held by the Finance Authority for deposit of the Grant Amount for disbursement to the Grantee for payment of the costs of the Project.

“Grant Agreement” means this grant agreement and any amendments or supplements hereto, including the Exhibits attached hereto.

“Grantee” means the Lower Rio Grande Public Water Works Authority, Dona Ana County, New Mexico.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove,” “hereafter” and similar words refer to this entire Grant Agreement and not solely to the particular section or paragraph of this Grant Agreement in which such word is used.

“Local Government Planning Fund” means the fund of the same name created pursuant to the Act and held and administered by the Finance Authority.

“Local Match” means \$0.

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented.

“Planning Document” means a written document in the form of an environmental information document, created for the purpose of evaluating and estimating the costs of alternatives to meet the Grantee’s public project needs, namely land use, floodplains, wetlands, water sources and mitigation of environmental impacts.

“Planning Grant” or “Grant” means the amount provided to the Grantee pursuant to the Grant Agreement for the purpose of funding the Project, and is equal to the Grant Amount.

“Policy” or “Policies” means the New Mexico Finance Authority Local Government Planning Fund Project Management Policies.

“Project” means the preparation of the Planning Document as more particularly described in Exhibit “A” hereto.

“Resolution” means the Grantee’s Resolution No FY2019-26 adopted on March 21, 2019, authorizing the Grantee’s acceptance of the terms and conditions of this Grant Agreement.

“Rules” mean the Rules governing the Local Government Planning Fund as adopted by the Board of Directors of the Finance Authority, as amended and supplemented from time to time.

ARTICLE II: REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 2.1. Representations, Warranties and Covenants of the Grantee. The Grantee represents, warrants and covenants as follows:

(a) Binding Nature of Covenants. All covenants, stipulations, obligations and agreements of the Grantee contained in this Grant Agreement and the Resolution shall be deemed to be the covenants, stipulations, obligations and agreements of the Grantee to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Grantee and its successors and upon any board or body to which any powers or duties affecting such covenants, stipulations, obligations and agreement shall be transferred by or in accordance with law. Except as otherwise provided in this Grant

Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Grantee by the provisions of this Grant Agreement and the Resolution shall be exercised or performed by the Grantee or by such residents, officers, or officials of the Grantee as may be required by law to exercise such powers and to perform such duties.

(b) Personal Liability. No covenant, stipulation, obligation or agreement contained in this Grant Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any officer, agent or employee of the Grantee or member of the Governing Body in his or her individual capacity, and neither the members of the Governing Body nor any officer executing this Grant Agreement shall be liable personally on this Grant Agreement or be subject to any personal liability or accountability by reason of the execution and delivery thereof.

(c) Authorization of Grant Agreement. The Grantee is a special water district created pursuant to law, duly organized and existing under the statutes and laws of the State, specifically Section 73-26-1, NMSA 1978, as amended and supplemented. Pursuant to the laws of the State, as amended and supplemented from time to time, the Grantee is authorized to enter into the transactions contemplated by this Grant Agreement and to carry out its obligations hereunder. The Grantee has duly authorized and approved the execution and delivery of this Grant Agreement and the other documents related to the transaction.

(d) Use of Grant Agreement Proceeds. The Grantee shall apply the proceeds of the Grant solely to the acquisition and completion of the Project, shall not use the Grant proceeds for any other purpose, and shall comply with all applicable ordinances and regulations, if any, and any and all applicable laws relating to the Project. The Grantee shall immediately apply all Grant proceeds disbursed to it toward the Project. The Grantee shall use the Grant proceeds and complete the Planning Document within one (1) year of the Closing Date or shall forfeit the full amount of the Grant.

(e) Selection of Contractors. All contractors providing services or materials in connection with the Project shall be selected in accordance with applicable provisions of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or, if the Grantee is not subject to the New Mexico Procurement Code, shall be selected in accordance with a documented procurement process duly authorized and established pursuant to laws and regulations applicable to the Grantee.

(f) Completion of Project. The Project will consist of the preparation of the Planning Document to address operational efficiency of the water systems in the East Mesa Service Area, and will be completed so as to comply with all applicable ordinances and regulations, if any, and any and all applicable laws, rules, and regulations of the State relating to the acquisition and completion of the Project and to the use of the Grant proceeds. If requested by the Finance Authority, the Grantee will allow the Office of the State Engineer, the New Mexico Environment Department or other appropriate agency of the State, or the Finance Authority to assist with completion of the Project and to review the Project as completed to assure compliance with applicable laws, rules and regulations of the State. The completed Planning Document must be in a form acceptable to and approved by the Finance Authority, in its sole discretion.

(g) Necessity of Project. The completion of the Project under the terms and conditions provided in this Grant Agreement is necessary, convenient and in furtherance of the governmental purposes of the Grantee and is in the best interest of the Grantee and the public it serves.

(h) Legal, Valid and Binding Obligation. The Grantee has taken all required action necessary to authorize the execution and delivery of this Grant Agreement and this Grant Agreement constitutes a legal agreement of the Grantee enforceable in accordance with its terms.

(i) Benefit to Grantee. The Project will at all times be used for the purpose of benefiting the Grantee and the members it serves as a whole.

(j) Grant Amount Does Not Exceed Project Cost. The Grant Amount as provided herein does not exceed the cost of the Project.

(k) No Breach or Default Caused by Grant Agreement. Neither the execution and delivery of this Grant Agreement, nor the fulfillment of or compliance with the terms and conditions in this Grant Agreement, nor the consummation of the transactions contemplated herein conflicts with or results in a breach of any terms, conditions or provisions of, or any restrictions contained in, any agreement or instrument to which the Grantee is a party or by which the Grantee is bound or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Grantee or its properties are subject, or constitutes a default under any of the foregoing.

(l) Irrevocability of Grant Agreement. The terms of this Grant Agreement shall be irrevocable until the Project has been fully acquired and completed, and shall not be subject to amendment or modification in any manner which would result in any use of the proceeds of this Grant Agreement in a manner not permitted or contemplated by the terms hereof.

(m) No Litigation. To the best knowledge of the Grantee, no litigation or proceeding is pending or threatened against the Grantee or any other person affecting the right of the Grantee to execute this Grant Agreement or to comply with its obligations under this Grant Agreement. Neither the execution of this Grant Agreement by the Grantee nor compliance by the Grantee with the obligations hereunder requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(n) Occurrence of Event of Default. No event has occurred and no condition exists which, upon the execution and delivery of this Grant Agreement, would constitute an Event of Default on the part of the Grantee hereunder.

(o) Grantee's Existence. The Grantee will maintain its legal identity and existence for the Agreement Term, unless another political subdivision by operation of law succeeds to the liabilities, rights, and duties of the Grantee without adversely affecting to any substantial degree the privileges and rights of the Finance Authority.

(p) Reports to Finance Authority. The Grantee shall report at least semi-annually to the Finance Authority on the status of the Planning Document.

(q) Records. The Grantee shall properly maintain separate project accounts in accordance with generally accepted accounting principles and conduct an annual audit or review of the Grantee's financial records related to the Project.

Section 2.2. Representations, Warranties and Covenants of the Finance Authority. The Finance Authority represents, warrants and covenants as follows:

(a) The Finance Authority is a public body politic and corporate, separate and apart from the State, constituting a governmental instrumentality duly organized, existing and in good standing under the laws of the State, has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Grant Agreement and, by proper action, has duly authorized the execution and delivery of this Grant Agreement.

(b) This Agreement constitutes a legal, valid and binding obligation of the Finance Authority enforceable in accordance with its terms.

ARTICLE III: AGREEMENT TERM

The Agreement Term shall commence on the Closing Date and shall terminate upon the earliest of the following events: a determination by the Finance Authority that (a) the Grantee is unable to proceed with the Project for the foreseeable future or has failed to commence the Project in a reasonably timely manner, (b) the Grant or any portion thereof is not necessary for the Project (in which case the Grant Amount may be modified by the Finance Authority) or (c) the Grantee has failed to utilize the Planning Grant to complete the Planning Document within one year of the Closing Date.

ARTICLE IV: GRANT; APPLICATION OF MONEYS

On the Closing Date, the Finance Authority shall transfer the amount shown on Exhibit "A" into the Grant Account to be disbursed by the Finance Authority pursuant to Section 6.2 of this Grant Agreement at the direction of the Grantee, as needed by the Grantee to acquire and complete the Project.

ARTICLE V: GRANT TO THE GRANTEE

Section 5.1. Grant to the Grantee. The Finance Authority hereby grants and the Grantee hereby accepts an amount equal to the Grant Amount. The Finance Authority shall establish and maintain, on behalf of the Grantee, a Grant Account, which Grant Account shall be kept separate and apart from all other accounts of the Finance Authority. The Grantee hereby pledges to the Finance Authority all its rights, title and interest in the funds held in the Grant Account for the purpose of securing the Grantee's obligations under this Grant Agreement. Funds in the Grant Account shall be disbursed as provided in Sections 6.2 and 6.3 hereof.

Section 5.2. No General Obligation. No provision of this Grant Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Grantee within the meaning of any constitutional or statutory debt limitation.

Section 5.3. Investment of Moneys in Grant Account. Money on deposit in the Grant Account may be invested by the Finance Authority for the credit of the Local Government Planning Fund.

ARTICLE VI: THE PROJECT

Section 6.1. Agreement to Acquire and Complete the Project. The Grantee hereby agrees that in order to effectuate the purposes of this Grant Agreement and to acquire and complete the Project it shall take such steps as are necessary and appropriate to acquire and complete the Project lawfully, efficiently and within one (1) year of the Closing Date.

Section 6.2. Disbursements from the Grant Account. So long as no Event of Default shall occur, the Finance Authority shall disburse moneys from the Grant Account, either to the Grantee or to vendors and contractors, as determined by the Finance Authority in its sole discretion, upon receipt by the Finance Authority of a requisition substantially in the form of Exhibit "B" attached hereto signed by an Authorized Officer of the Grantee, supported by certification by the Grantee's project architect, engineer, or other such authorized representative of the Grantee acceptable to the Finance Authority that the amount of the disbursement request represents the progress of completion, acquisition or other Project related activities accomplished as of the date of the disbursement request. The Grantee shall provide such records or access to the Project as the Finance Authority, in its sole discretion, may request in connection with the approval of the Grantee's disbursement requests made hereunder. No disbursement from the Grant Account may be made without receipt of evidence of the Local Match.

Section 6.3. Determination of Eligibility as condition Precedent to Disbursement. Prior to the disbursement of the Grant Amount or any portion thereof, the Finance Authority shall have determined that the Grantee has met the readiness to proceed requirements established for the Grant by the Finance Authority and no Event of Default shall have occurred. No disbursement shall be made from the Grant Account except upon a determination by the Finance Authority that such disbursement is for payment of Project expenses, and that the disbursement does not exceed any limitation upon the amount payable.

Section 6.4. Reimbursement for Prior Expenditures. The Finance Authority, so long as no Event of Default shall occur and upon presentation of the Grantee's disbursement request with such certification and records as are required in accordance with Section 6.2 hereof, may disburse moneys from the Grant Account for reimbursement of Project expenses incurred after the Finance Authority Board of Directors approved the grant on September 28, 2017.

Section 6.5. Completion of Disbursement of Grant Funds. Upon completion of disbursement of the Grant Amount, an Authorized Officer of the Grantee shall deliver a certificate of completion, substantially in the form attached to this Grant Agreement as Exhibit "C", to the Finance Authority stating that, to the best of the Authorized Officer's knowledge the

Project has been completed and the entire Grant Amount has been disbursed in accordance with the terms of this Grant Agreement. If any portion of the Grant Amount remains upon the delivery of the certificate of completion, the Finance Authority may, in its sole discretion, modify this Grant Agreement and reduce the amount of the Grant.

ARTICLE VII: COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 7.1. Further Assurances and Corrective Instruments. The Finance Authority and the Grantee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the terms and intention hereof.

Section 7.2. Finance Authority and Grantee Representatives. Whenever under the provisions of this Grant Agreement the approval of the Finance Authority or the Grantee is required, or the Grantee or the Finance Authority is required to take some action at the request of the other, such approval or such request shall be given for the Finance Authority or for the Grantee by an Authorized Officer of the Finance Authority or the Grantee, as the case may be, and any party hereto shall be authorized to act or rely on any such approval or request.

Section 7.3. Requirements of Law. During the Agreement Term, the Grantee shall observe and comply promptly with all applicable federal, State and local laws and regulations affecting the Project, and all current and future orders of all courts and agencies of the State having jurisdiction over the Project and matters related to the Project.

ARTICLE VIII: NON-LIABILITY OF FINANCE AUTHORITY FOR ACTS OR OMISSIONS OF THE GRANTEE; INDEMNIFICATION

Section 8.1. Non-Liability of Finance Authority. The Finance Authority shall not be liable in any manner for the Project, Grantee's use of the Grant, the ownership, operation or maintenance of the Project, or any failure to act properly by the owner or operator of the Project.

Section 8.2. Indemnification of Finance Authority. The Finance Authority shall not be responsible for any act or omission of the Grantee upon which any claim, by or on behalf of any person, firm, corporation or other legal entity may be made, whether arising from the establishment or modification of the Project or otherwise. To the extent permitted by law, the Grantee shall and hereby agrees to indemnify and save harmless the Finance Authority and its designee, if any, from all claims by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition and completion of the Project. In the event of any action or proceeding brought on any such claim, upon notice from the Finance Authority or its designee, Grantee shall defend the Finance Authority and its designee, if any, in any such action or proceeding.

ARTICLE IX: EVENTS OF DEFAULT AND REMEDIES

Section 9.1. Events of Default Defined. Any one of the following shall be an Event of Default under this Agreement:

(a) Use of the Grant Amount, or any portion thereof, by the Grantee for purposes other than the Project;

(b) Failure by the Grantee to utilize the Grant proceeds to complete the Project within one (1) year of the Closing Date;

(c) Failure by the Grantee to observe and perform any other covenant, condition or agreement on its part to be observed or performed under this Grant Agreement for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Grantee by the Finance Authority, unless the Finance Authority shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Finance Authority, but cannot be cured within the applicable thirty (30) day period, the Finance Authority will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Grantee within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of Force Majeure the Grantee is unable to carry out the agreements on its part herein contained, the Grantee shall not be deemed in default under this paragraph during the continuance of such inability (but Force Majeure shall not excuse any other Event of Default); or

(d) Any warranty, representation or other statement by or on behalf of the Grantee contained in this Grant Agreement or in any instrument furnished in compliance with or in reference to this Grant Agreement is false or misleading in any material respect.

Section 9.2. Remedies on Default. Whenever any Event of Default has occurred and is continuing, and subject to Section 9.3 hereof, the Finance Authority may take whatever of the following actions may appear necessary or desirable to enforce performance of any agreement of the Grantee in this Grant Agreement:

(a) File a mandamus proceeding or other action or proceeding or suit at law or in equity to compel the Grantee to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein;

(b) Terminate this Grant Agreement;

(c) Cease disbursing any further amounts from the Grant Account;

(d) Demand that the Grantee immediately repay the Grant Amount or any portion thereof if such funds were not utilized in accordance with this Grant Agreement;

(e) File a suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Finance Authority; or

(f) Take whatever other action at law or in equity may appear necessary or desirable to enforce any other of its rights hereunder.

The Grantee shall be responsible for reimbursing the Finance Authority for any and all fees and costs incurred in enforcing the terms of this Grant Agreement.

Section 9.3 Limitations on Remedies. A judgment requiring repayment of money entered against the Grantee may reach any available funds of the Grantee to the extent permitted by law.

Section 9.4. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Finance Authority is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Finance Authority to exercise any remedy reserved in this Article IX, it shall not be necessary to give any notice, other than such notice as may be required in this Article IX.

Section 9.5. Waivers of Events of Default. The Finance Authority may in its sole discretion waive any Event of Default hereunder and the consequences of such an Event of Default; provided, however, all expenses of the Finance Authority in connection with such Event of Default shall have been paid or provided for. Such waiver shall be effective only if made by written statement of waiver issued by the Finance Authority. In case of any such waiver or rescission, or in case any proceeding taken by the Finance Authority on account of any Event of Default shall have been discontinued or abandoned or determined adversely, then the Finance Authority and the Grantee shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 9.6. No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE X: MISCELLANEOUS

Section 10.1. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Grantee, then to:

Lower Rio Grande Public Water Works Authority
Attn.: General Manager
P.O. Box 2646
Anthony, New Mexico 88021

And if to the Finance Authority, then to:

New Mexico Finance Authority
Attn.: Chief Executive Officer
207 Shelby Street
Santa Fe, New Mexico 87501

The Grantee and the Finance Authority may, by written notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 10.2. Binding Effect. This Grant Agreement shall inure to the benefit of and shall be binding upon the Finance Authority, the Grantee and their respective successors and assigns, if any.

Section 10.3. Amendments. This Grant Agreement may be amended only with the written consent of the Finance Authority and the Grantee.

Section 10.4. No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Grant Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Finance Authority, or against any officer, employee, director or member of the Grantee, past, present or future, as an individual so long as such individual was acting in good faith and within the scope of his or her duties. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Grantee or of the Finance Authority is hereby expressly waived and released by the Grantee and by the Finance Authority as a condition of and in consideration for the execution of this Agreement.

Section 10.5. Grantee Compliance. The Finance Authority shall not be responsible for assuring the Grantee's use of the Grant Amount or the Project for its intended purpose and shall have no obligation to monitor compliance by the Grantee with the provisions of this Grant Agreement.

Section 10.6. Severability. In the event that any provision of this Grant Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.7. Execution in Counterparts. This Grant Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.8. Applicable Law. This Grant Agreement shall be governed by and construed in accordance with the laws of the State.

Section 10.9. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Grant Agreement.

[Remainder of page intentionally left blank.]

[Signature pages follow.]

IN WITNESS WHEREOF, the Finance Authority, on behalf of itself, and as authorized by the Finance Authority Board of Directors on September 28, 2017, has executed this Grant Agreement in its corporate name with its corporate seal hereunto affixed and attested by its duly Authorized Officers; and the Grantee has caused this Grant Agreement to be executed in its corporate name and the seal of the Grantee affixed and attested by its duly Authorized Officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By _____
Chief Executive Officer or Designee

[SEAL]

ATTEST:

By _____

Approved for Execution by Officers of the
New Mexico Finance Authority:

By _____
Daniel C. Opperman, General Counsel

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

By _____
Mike McMullen
Chairman

[SEAL]

ATTEST:

By _____
Esperanza Holguin
Secretary

EXHIBIT “A”

TERM SHEET

Grantee: LOWER RIO GRANDE PUBLIC WATER WORKS
AUTHORITY

Project Description: Preparation of a Planning Document consisting of the environmental information document addressing land use, floodplains, wetlands, water sources and mitigation of environmental impacts.

Total Grant Amount: Forty Three Thousand Three Hundred Six Dollars and Seventy Three Cents (\$43,306.73)

Local Match: \$0

Closing Date: March 28, 2019

EXHIBIT "B"
FORM OF REQUISITION

RE: Forty Three Thousand Three Hundred Six Dollars and Seventy Three Cents (\$43,306.73) Planning Grant Agreement (the "Grant Agreement") by and between the New Mexico Finance Authority ("Finance Authority") and the Lower Rio Grande Public Water Works Authority ("Grantee"), Finance Authority Grant Number 3804-PG (the "Grant Agreement").

Closing Date: March 28, 2019

TO: NEW MEXICO FINANCE AUTHORITY

You are hereby authorized to disburse funds from the Grant Account, with regard to the above-referenced Grant Agreement, the following:

NAME AND ADDRESS OF PAYEE: Lower Rio Grande Public Water Works Authority
325 Holguin Road
Vado, NM 88072

AMOUNT OF PAYMENT: \$ 43,306.73

PURPOSE OF PAYMENT: Completion of an EID by Vencor Engineering, LLC
Invoices #18-028, #18-039, #18-050, #19-003

WIRING INFORMATION

BANK NAME:	Citizens Bank of Las Cruces
ACCOUNT NUMBER:	01206266501
ROUTING NUMBER:	112201289

Each obligation, item of cost or expense mentioned herein is for the Grant made by the New Mexico Finance Authority pursuant to the Grant Agreement to the Grantee, within the State of New Mexico, is due and payable, has not been the subject of any previous requisition and is a proper charge against the Grant Account held on behalf of the Grantee. All representations contained in the Grant Agreement and the related closing documents remain true and correct and the Grantee is not in breach of any of the covenants contained therein.

Capitalized terms used herein are used as defined or as used in the Grant Agreement.

DATED: March 28, 2019

By: _____
Authorized Officer of the Grantee

Title: Mike McMullen, Board Chair

EXHIBIT "C"

FORM OF CERTIFICATE OF COMPLETION

RE: Forty Three Thousand Three Hundred Six Dollars and Seventy Three Cents (\$43,306.73) Planning Grant Agreement (the "Grant Agreement") by and between the New Mexico Finance Authority ("Finance Authority") and the Lower Rio Grande Public Water Works Authority ("Grantee"), Finance Authority Grant Number 3804-PG (the "Grant Agreement").

Closing Date: March 28, 2019

TO: NEW MEXICO FINANCE AUTHORITY

I, Mike McMullen, the Board Chair of
[Name] [Title or position]

the Grantee, hereby certify as follows:

1. The project described in the Grant Agreement (the "Project") was completed and placed in service by the Grantee on December 18, 2018.
2. The total cost of the Project was \$ 43,306.73.
3. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Grant Agreement.

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

By: _____

Its: Mike McMullen, Board Chair

LRGPWWA Termination of Membership List for Board Approval

March 20, 2019

	Customer Account	Customer Name	Address	City & Zip Code	Current Balance	Lien Filed Write off
1	09-08393-00	Nieves Armendariz	212 Vargas	Berino, 88024	\$ 1,548.62	Write off
2	08-07240-00	Helen Burciaga	2863 Nanez	Anthony, 88021	\$ 1,408.78	Write off
3	09-08964-00	Del Norte Masonry	640 W. Berino Road	Berino, 88024	\$ 451.11	Write off
4	09-08654-00	Monica Dominguez	116 E. Berino Road	Berino, 88024	\$ 854.88	Write off
5	07-07743-00	Jose Antonio Gallegos	760-B E. Sloan Road	La Mesa, 88044	\$ 1,035.06	Write off
6	03-09225-00	Jose Luna	33 Lirio	Mesquite, 88048	\$ 510.69	Write off
7	08-08003-00	Octavio Melendez	685 Lipps Road	Anthony, 88021	\$ 448.12	Write off
8	04-01964-01	Regina Meza	20-4 McCrimon Street	Vado, 88072	\$ 793.53	Write off
9	04-01902-00	Caroline Robledo	46 Fuentes Lane	Mesquite, 88048	\$ 500.56	Write off
10	11-09379-00	Miguel Salazar	28 Delicias	Berino, 88024	\$ 712.60	Write off
11	13-05333-00	Jana Tyler	15658 Furnace Street	Organ, 88052	\$ 1,151.12	Write off
12	03-20000-00	Jose Ramon Garcia	107-B Swannack Rd	Vado, 88072	\$ 899.15	Lien filed
13	08-08042-00	Ernesto Mendoza	2918 Nanez Street	Anthony, 88021	\$ 1,121.50	Lien filed
14	10-08632-00	Maria Ontiveros	627 E. Berino Road	Berino, 88024	\$ 826.14	Lien filed
15	14-20004-00	David Bonner	9733 Butterfield Blvd.	Las Cruces, 88011	\$ 982.94	Lien filed
16	04-01829-00	Emilio Paloma	41 McCrimon Street	Vado, 88072	\$ 672.42	Lien filed
17	11-07259-00	Jim Quinones	3209-1 Anthony Drive	Anthony, 88021	\$ 1,338.11	Lien filed
18	13-05358-00	Jack Schubbe Estate of Johnnie B.	15625 Organ Path Lane	Organ, 88052	\$ 1,641.77	Lien filed
19	13-05337-00	Wilcox	16030 Furnace Street	Organ, 88052	\$ 1,045.43	Lien filed
20	01-09772-00	Teresa Zamora	190-C Ward Road	Vado, 88072	\$ 830.13	Lien filed
21	09-09133-00	Jorge Corral	1094 McAnally Ave.	Berino, 88024	\$ 541.01	Lien filed
22	11-08080-00	Sandra Martinez	11-B Jamaica Road	Anthony, 88021	\$ 1,231.88	Lien filed