



LOWER RIO GRANDE

Public Water Works Authority

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

www.LRGauthority.org

Sign In Sheet

Page 1 of 1

Date: 7/17/19

Time: 9:30

Places: Vado

Event: Regular Board mtg

SIGNATURE	Print Name, Title, Company	Contact Information Phone Number	Email Address
	Patty Charles	575-233-5742	patty.charles@lrgauthority.org
	MARTIN G LOPEZ	575 571-3622	martinlopez@lrgauthority.org
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	KORMAN SMITH	382 5982	SAME
	John R. Evans	575 618 0182	
	Karen Nichols LRG PWWA Proj Mgr	715 203 2057	karen.nichols@lrgauthority.org
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LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

Draft Minutes — REGULAR BOARD OF DIRECTORS MEETING

9:30 a.m. Wednesday, July 17, 2019 at our Office, 325 Holguin Rd, 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:** Chairman McMullen called the meeting to order at 9:30 a.m. and called order. 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 present, and Mr. Smith representing District #7 was present. Staff members present were General Manager Martin Lopez, Projects Manager Karen Nichols, Project Specialist Patricia Charles, Finance Manager Kathi Jackson, Operations Manager Mike Lopez and Accounting Assistant John Schroder.
- II. **Pledge of Allegiance:** Mr. McMullen led the pledge of Allegiance.
- III. **Motion to approve Agenda (VIII A. may be postponed):** Mr. Smith made the motion to approve the agenda with VIIIA postponed. Mrs. Holguin seconded the motion, the motion passed with all in favor.
- IV. **Approval of Minutes – Motion to approve the minutes of the June 19, 2019 Regular Board Meeting:** Mr. Smith made the motion to approve the minutes for June 19, 2019 Regular Board Meeting. Mr. Evaro seconded the motion, the motion passed with all in favor.
- V. **Presentations:** none
- VI. **Public Input:** none
- VII. **Managers' Reports**
 - A. **General Manager:** Mr. Lopez provided a written report and stood for questions. We have received the annual payment for the Vado land rent and the annual payment for the Truck Stop tank rent (for AT&T antenna). Senior staff met with DAC staff to discuss a sewer billing partnership and provided them with a copy of the AWSO agreement. Ms. Jackson also requested DAC look at partnering with us in any area paving work. Mr. Lopez also said other entities had already asked DAC for a partnership regarding paving. We hired someone for the Meter Mechanic position to address meter register replacement. Ms. Jackson said we had just received a shipment of replacement registers. Mr. Lopez said we have replaced several hundred but about 3700 that still need to be replaced.
 - B. **Operations:** Mr. Mike Lopez provided a written report and stood for questions. There were some electrical problems at well #2 and #3 on the East Mesa. After inspection it was determined the problem was El Paso Electric's, they had a faulty regulating switch. June's total production was 57.49 million gallons 2.2 million gallons higher than last year.

C. Finance: Ms. Jackson provided a written report and stood for questions. She said the original budget about was \$3,700,000.00. YTD revenue was approximately \$3,780,000.00 and expenses were approximately \$3,543,000.00 which left approximately \$237,000.00. The original budget was \$3,120,000.00 and was increased through the year to \$3,567,592.00.

D. Projects: Ms. Nichols provided a written report and stood for questions. She said on the agenda today is the Loan Agreement for the East Mesa Design and the Engineering Agreement. We have executed 2 SAP funding's and are pending 2 other SAP funding's. The Mesquite-Brazito Sewer Project is underway and under construction. We have had a couple of Customer complaints but nothing critical.

VIII. Unfinished Business

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

IX. New Business

- A. Motion to approve a 2 year extension for the Talavera MDWCA O & M Contract (Expires July 31, 2019):** Mr. Lopez said Mike Lopez and his operations crew assisted with the line replacement taking place at Talavera. Mr. Lopez recommended extending the O & M Contract for 2 years, after discussions with the Operations Staff. Mr. Smith made the motion to approve a 2 year extension for Talavera MDWCA Contract. Mrs. Holguin seconded the motion, the motion passed with all in favor.
- B. Motion to adopt Resolution #FY2020-01 Authorizing CIF-4915 Loan-Grant Agreement:** Ms. Nichols said this is the Loan Agreement with NMFA for Colonia's funding for the East Mesa Water System Improvements Project Design. Vencor is the Engineer on this Project, this Project is closing today. There will be a 30 day waiting period for public comment, after that we can proceed with the Project. Mr. Lopez said the amount of the Loan –Grant Agreement is \$247,152.00 of which \$207,608.00 is Grant and \$39,544.00 is a Loan. Mr. Magallanez made the motion to adopt Resolution #FY2020-01 authorizing CIF-4915 Loan-Grant Agreement. Mrs. Holguin seconded the motion, the motion passed with all in favor.
- C. Motion to adopt Resolution #FY2020-02 adopting FY2019 4th Quarter Budget:** Ms. Jackson indicated that this is the 2019 4th quarter that was presented earlier as the financial manager's report. Mr. Magallanez made the motion to adopt Resolution #FY2020-02 adopting FY2019 4th Quarter Budget. Mrs. Holguin seconded the motion, the motion passed with all in favor.
- D. Motion to adopt Resolution #FY2020-03 adopting Final ICIP for FY2021-2025:** Mr. Lopez said #1 on the list is general water system rehab. & improvements. #2 Central Office & Warehouse facility has been funded but will probably request Capital Outlay funding buildings, furniture, solar panels. #3 Berino Water Supply & Treatment Plant has been funded but will probably also need additional funding. #4 Brazito Sewer Project is funded but we know we will need additional funds. Phase I is under construction and Phase II is 95% designed, waiting on securing some of the final properties. #5 is System wide information technology standardization, which includes additional SCADA for

existing lift stations, upgrade from Windows 7 (Windows 7 will not be supported after 2020. Mrs. Holguin suggested we put all the additional funding needed into one lump sum and share with our representatives. Mr. Lopez said he would get Mrs. Holguin so numbers together. Mrs. Holguin made the motion to adopt Resolution #FY2020-03 adopting Final ICIP for VY2021-2025. Mr. Magallanez seconded the motion, the motion passed with all in favor.

- E. Motion to approve Engineering Services Agreement with Vencor Engineering for E. Mesa Water System Improvements Project:** Mr. Lopez said this Engineering Contract is for the East Mesa Water System Improvements – Phase I Design. The contract is with Vencor Engineering, LLC and is for transmission lines along Highway 70 and for new water tanks. Mr. Magallanez made the motion to approve the Engineering Services Agreement with Vencor Engineering. Mr. Evaro seconded the motion, the motion passed with all in favor.
- F. Motion to adopt Resolution #FY2020-04 approving the SCCOG membership:** Mr. Lopez said this is the annual membership renewal. They help us with technical, grant program planning and lobbying. In the past we appointed Ms. Jackson to be the designated representative and Mrs. Holguin the alternate. We would like to request the appointments the same, if Ms. Jackson and Mrs. Holguin do not have any objections. Ms. Jackson and Mrs. Holguin said they were fine with being appointed the same way again. Mrs. Holguin made the motion to adopt Resolution #FY2020-04 approving the SCCOG membership. Mr. Smith seconded the motion, the motion passed with all in favor.
- G. Motion to adopt Resolution #FY2020-05 adopting FY2019 Budget Adjustments:** Ms. Jackson informed the board that there was an error in the budget adjustments as presented. The Debt Service line item was \$10,000.00 short, but was going to make the correction and update the Budget Adjustments for FY2019. She said a loan had been paid off that was not included. The budget increased and was at \$446,992.00. Mr. Magallanez made the motion to adopt Resolution #FY2020-05 adopting FY2019 Budget Adjustments with the amendments stated. Mr. Smith 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, August 21, 2019 at the Vado Office:**
- A. Have any Board Members participated in training? If so, please give us a copy of your certificate
 - B. RCAC Training Saturday, July 20, 2019 in Las Cruces
 - C. Rate Scale for Employee Pay – possible agenda item for discussion
 - D. Rate Study
- XI. Motion to Adjourn:** Mr. Smith made the motion to adjourn the board meeting at 10:28 a.m. Mr. Magallanez seconded the motion, the motion passed with all in favor.

Minutes approved August 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)

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. Wednesday, July 17, 2019 at our Office, 325 Holguin Rd, 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 June 19, 2019 Regular Board Meeting.
- V. Presentations:
- 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 approve a 2 year extension for the Talavera MDWCA O & M Contract (Expires July 31, 2019)
 - B. Motion to adopt Resolution #FY2020-01 Authorizing CIF-4915 Loan-Grant Agreement
 - C. Motion to adopt Resolution #FY2020-02 adopting FY2019 4th Quarter Budget
 - D. Motion to adopt Resolution #FY2020-03 adopting Final ICIP for FY2021-2025
 - E. Motion to approve Engineering Services Agreement with Vencor Engineering for E. Mesa Water System Improvements Project
 - F. Motion to adopt Resolution #FY2020-04 Approving the SCCOG membership
 - G. Motion to adopt Resolution #FY2020-05 adopting FY2019 Budget Adjustments

X. Other discussion and agenda items for next meeting at 9:30 a.m. Wednesday, August 21, 2019 at the Vado Office.

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

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

Draft Minutes—REGULAR BOARD OF DIRECTORS MEETING

9:30 a.m. Wednesday, June 19, 2019 at our 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 McMullen called the meeting to order at 9:39 a.m. and called order. 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, and Mr. Smith representing District #7 was present. Staff members present were General Manager Martin Lopez, Projects Manager Karen Nichols, Accounting Assistant John Schroder and Projects Specialist Patricia Charles.
- II. **Pledge of Allegiance:** Mr. McMullen led the pledge of Allegiance.
- III. **Motion to approve Agenda (VIII A. may be postponed):** Mrs. Holguin made the motion to approve the agenda with VIII A postponed. Mr. Evaro seconded the motion, the motion passed with all in favor.
- IV. **Approval of Minutes – Motion to approve the minutes of the May 15, 2019 Regular Board Meeting:** Mr. Evaro made the motion to approve the minutes for May 15, 2019 regular board meeting. Mr. Smith seconded the motion, the motion passed with all in favor.
- V. **Presentations:** none
- VI. **Public Input:** none
- VII. **Managers’ Reports:**
 - A. **General Manager:** Mr. Lopez provided a written report and stood for questions. We are in the process of transferring a BLM permit from Organ Water to the LRGPWWA for the pipe line to Tierra Alta. Mr. Smith said he did not know there had to be a permit there. The Talavera MDWA O&M contract expires on July 31, 2019, it will be on the agenda in July for Board action. The elevated tank in Del Cerro was graffitied, we are in the process of getting a contractor to remove or paint over it. The tank was not tampered with. We have already installed barbed and razor wire to the top of the fencing. The La Mesa office will be closed for customer service the week of June 17, 2019. Due to the requests from employees for time off on July 5, our offices will be closed July 4-5 2019. Mr. Lopez will be on vacation the week of July 1, 2019. Mrs. Holguin mentioned that the NM Emergency Management may be able to provide funding for lighting and may be cameras. It’s a small application and is for the safety and welfare of the community. Mr. Lopez mentioned that Patty and Kathi have been selected to attend the NADB Utility Management Institute in San Antonio, TX on July 23-26, 2019. Flights, rooms and meals will be paid by NADB. Mr. Lopez received an email from the county requesting a meeting next week to talk about the possibility of LRG handling the billing for their sewer customers.

- B. Operations:** Mr. Mike Lopez provided a written report but was unable to attend the board meeting. He and JJ had to attend meetings with NM Water Association in Ruidoso. Mr. Mike Lopez wanted to highlight the usage for May. It shows approximately 9 million gallons less used this May than last year. Mr. Evaro asked if Mr. Mike Lopez had a list of all hydrants in the La Mesa area. Mr. Lopez said we do have hydrant maintenance documentation. Mr. Evaro also asked why the hydrants have different colored caps, Mr. Lopez said they are color coded according to the flow capacity of each fire hydrant. That way the fire department knows what flow capacity to expect from each hydrant. Mr. Lopez said he will get together with Mr. Mike Lopez and look at the hydrant maintenance records. It will take some time because the Operations dept. is short-handed due to two operators leaving LRG.
- C. Finance:** Ms. Jackson provided a written report but was unable to attend the meeting. Mr. Schroder reported that approximately \$288,000 was brought in the month of May 2019. \$100,000 was transferred from reserves. The surplus is misleading because it is part of the money transferred from reserves. Mr. Lopez said that money will most likely not be returned to reserves, but will be used to cover 401K's due July 15th, 2019.
- D. Projects:** Ms. Nichols provided a written report and stood for questions. She said there was a long list of Capital Outlay Grant Agreements on the agenda today. She got notification of readiness to proceed on Colonia's funding. Sandra from USDA is reviewing the request for permission for additional indebtedness and will notify us by today or tomorrow. Mr. Lopez wanted to inform the board members that Ms. Nichols was able to secure the funding for the South Valley Water Supply & Treatment Project, after Mr. Lopez and Ms. Jackson reviewed the water audit numbers of users and gallons sold so that Sandra could recalculate the EDUs. The funding acquired consists of roughly \$1 million loan, \$300,000 Colonia's Grant and just under \$4 million in grant money from the Persistent Poverty Grant. Ms. Nichols said we will have to review how we collect data for the water audit report. Mr. Lopez said we had to convince USDA that the reserves that we have are actually reinvested into the system. That is why we have an Asset Management Plan and reserves. Mr. Evaro asked about the graffiti on Yucca Road and asked if the sewer project was ready to begin. Mr. Lopez said he received the notice to proceed for June 17th from the Contractor at the preconstruction meeting, but the contractor had not requested his Traffic Control Plan approved by DAC. The traffic flows have not been identified yet, but they will have to give access to the customers there.

VIII. Unfinished Business

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

IX. New Business:

- A. Motion to adopt Resolution FY2019-32 Signatory Authority for SAP 19-D2448-GF (\$100,000):** Mr. Lopez told the board members that this signatory authorization is to purchase and equip a Dump truck. Mr. Smith made the motion to adopt resolution FY2019-32. Mrs. Holguin seconded the motion, the motion passed with all in favor. Mrs. Holguin requested to make a block motion for the next four resolutions. Mr. Smith asked if that could be done; Mr. Lopez said yes, it is valid. Mrs.

Holguin made a blanket motion to adopt resolutions FY2019-33 (item 9B), FY2019-34 (item 9C), FY2019-35 (item 9D), FY2019-36 (item 9E). Mr. Smith seconded the blanket motion, the motion passed with all in favor.

- B. Motion to adopt Resolution FY2019-33 Signatory Authority for SAP 19-D2446-GF (\$250,000.00):** This signatory authorization is for the closure of Mesquite Wetlands wastewater facility. (See item 9A for motion)
- C. Motion to adopt Resolution FY2019-34 Signatory Authority for SAP 19-D2450-GF (\$139,000.00):** This signatory authorization is for the planning, designing and construction of a water line extension for Jacquez Road. (See item 9A for motion)
- D. Motion to adopt Resolution FY2019-35 Signatory Authority for SAP 19-D2451-GF (\$120,000.00):** This signatory authorization is to purchase and equip a mini excavator. (See item 9A for motion)
- E. Motion to adopt Resolution FY2019-36 Signatory Authority for SAP 19-D2452-GF (\$50,000.00):** This signatory authorization is to purchase, install and implement information technology and related equipment for a radio-read water meter system. (See item 9A for motion)
- F. Motion to adopt Resolution FY2019-37 Final FY2020 Budget:** Mr. Lopez said this is the proposed budget for next fiscal year in the amount of \$3,872,000. Mrs. Holguin made the motion to adopt Resolution FY2019-37 final FY2020 budget. Mr. Evaro seconded the motion, the motion passed with all in favor.
- G. Motion to adopt Resolution FY2019-38 Adopting Amended FY2019 Budget Detailing Match Funds for CIF-4915, CIF-4916 & CIF-4917:** Mrs. Holguin made the motion to adopt Resolution FY2019-38 adopting amended FY2019 budget detailing match funds. Mr. Smith seconded the motion, the motion passed with all in favor.
- H. Discussion and board input for 2021-2025 ICIP:** Mr. Lopez wanted board input on the ICIP Plan provided at this meeting. Mrs. Holguin asked what the cost is on the first four projects on the list. Mr. Lopez said it was approximately 2.4 million dollars. Mrs. Holguin suggested put it all together in one large request to our representatives. Mr. Lopez suggested removing 003 (Water Supply & Treatment Plant because it has been funded and move everything below that up. Mr. Lopez said he wanted to focus on getting equipment for the building and SCADA for the Mesquite Lift Station. The board members were in agreement with Mr. Lopez on the changes he requested on the ICIP.
- I. Motion to adopt Signature Stamp Policy:** Mr. Lopez said Mr. Schroder had been working with Tyler to setup Mr. McMullen with a stamp signature to be used for LRG expenses and payroll. This will keep Mr. McMullen from having to sign every check. He will review and sign off on all invoices, but will not have to sign the actual checks. Mr. Smith made the motion to adopt the Signature Stamp Policy. Mr. Evaro seconded the motion, the motion passed with all in favor.
- J. Motion to approve granting easement to Doña Ana County for flood control berm at East Mesa Well #4 site:** Ms. Nichols informed the board members that the drawing included in the packet is not an easement document for well #EM4. The easement document will be available in the next

couple of weeks. She contacted Jenifer Hill with DB Stevens and Jill Turner from the Environment department who have assisted us in updating our Source Water Protection Plan. They both noted that the retention pond will be a Potential Source of Contamination within the well head protection zone. They recommended that there be a maintenance agreement utilizing BEST MANAGEMENT PRACTICES put in place with the easement for the berm. Mrs. Holguin made the motion to approve granting easement to Dona Ana County for flood control berm at East Mesa Well #4 to include a maintenance agreement utilizing BEST MANAGEMENT PRACTICES put in place. Mr. Evaro seconded the motion, the motion passed with all in favor.

K. Motion to adopt RUS Bulletin 1780-28 Loan Resolution Security Agreement for South Valley Water Supply & Treatment Project: Mr. Lopez said this agreement is a component to the 5 million-dollar funding package South Valley Water Supply & Treatment Project. The interest rate will be 2.5% unless we get a lower interest rate at closing. We also have to set aside \$334.00 per month until we reach \$40,000.00 for reserves. Mrs. Holguin made the motion to adopt RUS Bulletin 1780-28 Loan Resolution Security Agreement. Mr. Evaro seconded the motion, the motion passed with all in favor.

L. Motion to approve Legal Service Agreement with Watson Smith Law Office for South Valley Water Supply & Treatment Project: Ms. Nichols informed the board that this agreement is specifically for the South Valley Water Supply & Treatment Project. Mrs. Holguin made the motion to approve the Legal Service Agreement with Watson Smith Law Office for South Valley Water Supply & Treatment Project. Mr. Smith seconded the motion, the motion passed with all in favor.

M. Motion to approve application to USDA Community Facilities Program for funding to purchase 4 pickup trucks and authorize public meeting regarding the application: Mr. Lopez said he was informed that there was additional funding for vehicles. We want to continue upgrading the LRG fleet. We are looking at possibly placing the same order as last year. Ms. Nichols said the date she is looking at for the public meeting is July 9th. Mr. Smith made the motion to approve the application to USDA Community Facilities Program for funding to purchase 4 pickup trucks and authorizing July 9, 2019 for the public meeting regarding the application. Mrs. Holguin 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, July 17, 2019 at the Vado Office.

A. Have any Board Members participated in training? If so, please give us a copy of your certificate: No board members had participated in any training.

B. Adopt final ICIP by Resolution

C. Adopt 4th Q budget

D. Adopt FY2019 budget amendments if needed

E. Review of the Talavera MDWCA O&M contract due to expire July 31, 2019.

XI. Motion to Adjourn: Mr. Smith made the motion to adjourn the board meeting at 10:27 a.m. Mrs. Holguin seconded the motion, the motion passed with all in favor.

Minutes approved July 17, 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
July 17, 2019

- We have received the annual payment for the Vado land rent
- We have received the annual payment for the Truck Stop Tank rent
- Senior staff met with DAC staff to discuss a sewer billing partnership, provided them a copy of the AWSD agreement
- Additionally requested a possible agreement for paving work with DAC
- Hired an employee as a meter mechanic to address meter register replacement

Lower Rio Grande PWWA

Operators Report

July 17 , 2019

System Problems and Repairs.

- Backflow inspections are Current. (Mesquite District)
- For the month of May, we were issued 494 work and service orders.
- For the month of June, we were issued ??? work and service orders.
- For the month of June, we installed 6 new water service connections.
- We did not have any main or service line breaks at Alto De Los Flores.
- We did not have any main or service line breaks at the East Mesa.
- We did not have any main or service line breaks at Talavera.
- Renegade construction installed a New 6" water line crossing Soledad Canyon Rd. from north to south at Cueva Mine trail. We collected the Bac-T and Renegade tied in the 2" line on the south side.

- We started having electrical problems at well #2 and #3 on the east mesa, and it was on EPE's side they had a faulty regulating switch.

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

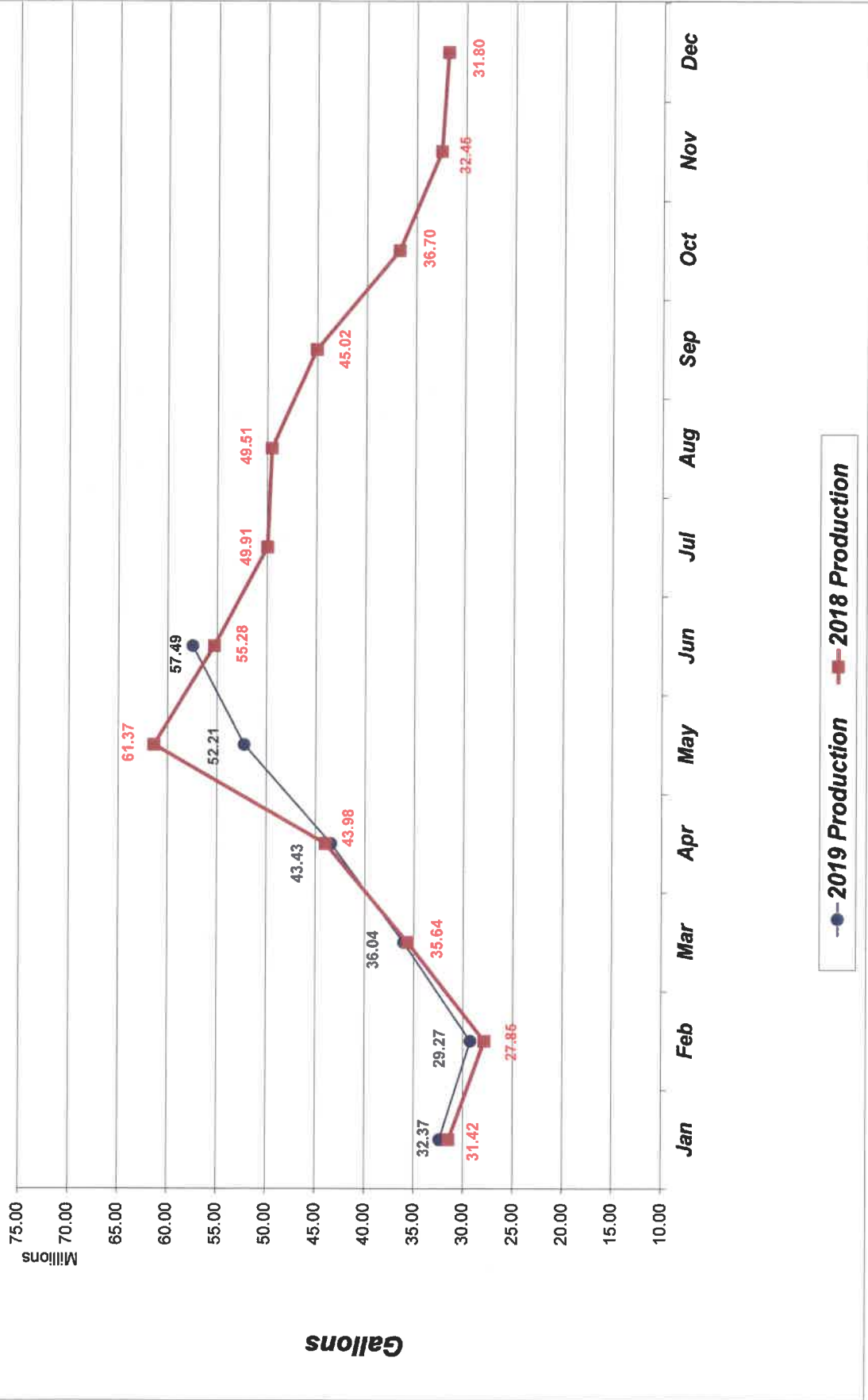
Mesquite district Wetlands: NMED is going to require us to drill 3 monitoring wells as the existing are dry.

Mesquite and Organ Sewer Reports. The Organ Wastewater and the Mesquite wastewater reports are due July 1st.

Chlorine: No problems.

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

Lower Rio Grande PWWA Water Production Report





Income Statement

Lower Rio Grande Public Water Works Authority

Group Summary

For Fiscal: FYE 2019 Quarter Ending: 06/30/2019

AcctNumber	Current Total Budget	MTD Activity	QTD Activity	YTD Activity	Budget Remaining	
Revenue						
40000 - Operating Revenue	2,981,000.00	266,570.36	710,948.89	2,986,388.61	-5,388.61	
40001 - Activation & Connection Fees-Sewer	200.00	141.67	283.34	283.34	-83.34	
40002 - Installation Fees	122,800.00	5,691.43	23,137.62	124,153.40	-1,353.40	
40003 - Activation & Connection Fees-Water	8,100.00	458.33	1,454.82	8,216.66	-116.66	
40004 - Meter Relocation	0.00	0.00	71.63	71.63	-71.63	
40005 - Backflow Testing	5,175.00	375.00	1,225.00	5,175.00	0.00	
40006 - Tampering Fee/Line Breaks	5,600.00	1,266.21	2,583.52	5,642.47	-42.47	
40007 - Delinquency Fee	84,400.00	5,850.00	17,750.00	84,350.00	50.00	
40008 - Penalties-Water	95,500.00	8,540.07	21,677.82	95,502.69	-2.69	
40009 - Membership Fees	7,600.00	550.00	2,150.00	7,650.00	-50.00	
40010 - Impact Fees	72,600.00	20,053.31	31,161.04	74,274.34	-1,674.34	
40011 - Returned Check Fees	1,000.00	35.00	245.00	980.00	20.00	
40012 - Credit Card Fees	10,400.00	820.00	2,538.00	10,578.00	-178.00	
40013 - Miscellaneous Revenue	300.00	0.00	25.00	310.00	-10.00	
40015 - Penalties-Sewer	6,440.00	509.09	1,464.79	6,523.11	-83.11	
40016 - Meter Test Fee	0.00	0.00	0.00	100.00	-100.00	
40017 - Hydrant Meter Rental Fee	1,500.00	250.00	250.00	1,500.00	0.00	
40018 - Permit Fees	0.00	0.00	0.00	0.00	0.00	
40019 - DAC Trash Coupons	632.00	56.00	166.00	634.00	-2.00	
40020 - Miscellaneous Revenue-Sewer	825.00	41.29	123.87	-825.04	1,650.04	
45000 - Tower Rent	18,000.00	15,342.74	15,842.74	18,092.74	-92.74	
45001 - Billing Adjustments-Water	-22,000.00	-309.45	-6,118.52	-21,876.32	-123.68	
45005 - Fiscal Agent Fees	58,000.00	5,270.67	17,077.74	60,945.88	-2,945.88	
45010 - Interest	445.00	58.38	137.27	503.14	-58.14	
45015 - Copy/Fax	225.00	7.00	37.50	227.25	-2.25	
45020 - Other Income	50,350.00	77.92	166.10	50,375.57	-25.57	
45022 - Annual Farm Rental	7,500.00	7,500.00	7,500.00	7,500.00	0.00	
45025 - Contract Services	50,000.00	1,982.04	9,138.63	51,876.87	-1,876.87	
45030 - Transfers In	0.00	0.00	0.00	200,000.00	-200,000.00	
49000 - Recovered Bad Debts	1,000.00	100.00	700.00	1,050.00	-50.00	
	Revenue Total:	3,567,592.00	341,237.06	861,737.80	3,780,203.34	-212,611.34
Expense						
60001 - Transfer to Reserves	150,000.00	10,000.00	73,306.73	213,306.73	-63,306.73	
60010 - Audit	15,000.00	0.00	0.00	13,666.25	1,333.75	
60020 - Bank Service Charges	20,000.00	1,263.02	6,324.52	18,523.49	1,476.51	
60025 - Cash Short/Over	500.00	80.00	96.00	117.23	382.77	
60030 - Dues and Subscriptions	1,500.00	0.00	0.05	1,191.05	308.95	
60035 - Engineering Fees	10,000.00	0.00	0.00	5,989.77	4,010.23	
60045 - Late Fees	50.00	0.00	0.00	28.11	21.89	
60050 - Legal Fees	10,000.00	0.00	321.69	4,530.28	5,469.72	
60055 - Legal Notices	500.00	0.00	0.00	77.21	422.79	
60060 - Licenses & Fees	4,000.00	80.00	130.00	3,677.00	323.00	
60065 - Meals	3,500.00	30.72	178.02	1,481.27	2,018.73	
60075 - Permit Fees	16,000.00	0.00	4,922.05	10,937.67	5,062.33	
60080 - Postage	3,000.00	0.00	379.70	2,548.76	451.24	
60100 - Project Development	0.00	166,655.00	166,655.00	166,655.00	-166,655.00	
60115 - Talavera Expenses	0.00	-911.22	-896.64	0.00	0.00	
60116 - Alto De Las Flores Expenses	0.00	-72.39	-72.39	0.00	0.00	
60120 - Retirement Account Fees	3,000.00	724.92	-629.26	3,695.81	-695.81	
60130 - Training	6,750.00	84.48	3,259.48	6,574.33	175.67	
60140 - Travel:Airfare Per Diem	950.00	0.00	0.00	815.83	134.17	
60150 - Travel:Lodging Per Diem	10,250.00	0.00	1,502.26	6,095.90	4,154.10	
60155 - Travel:Meals Per Diem	2,500.00	17.42	343.02	1,150.00	1,350.00	
60160 - Travel:Mileage/Parking Per Diem	5,000.00	0.00	0.00	620.11	4,379.89	
60165 - Travel:Vehicle Rental Per Diem	350.00	0.00	138.01	301.50	48.50	
60175 - Fixed Asset Disposal Fees	0.00	0.00	0.00	0.00	0.00	
60600 - Debit Service	148,000.00	30,355.38	56,754.17	153,817.77	-5,817.77	
60625 - Interest paid to NMED	1,950.00	0.00	0.00	1,907.90	42.10	
60650 - Interest paid to NMFA	46,550.00	3,869.17	6,572.63	25,573.69	20,976.31	

60675 - Interest paid to USDA		147,600.00	10,629.36	31,888.08	147,542.03	57.97
63000 - Regular Pay		995,000.00	73,673.61	233,888.37	978,069.11	16,930.89
63001 - Overtime		53,000.00	2,006.36	6,214.65	35,128.84	17,871.16
63006 - Holiday Pay		49,900.00	4,532.13	6,262.92	49,694.11	205.89
63007 - Sick Pay		50,000.00	3,578.52	15,095.84	48,439.75	1,560.25
63008 - Annual Leave Pay		100,000.00	8,481.58	18,062.98	62,946.53	37,053.47
63010 - 401K 10% Company Contribution		98,100.00	98,040.75	98,040.75	98,040.75	59.25
63030 - Accrued Leave		0.00	0.00	0.00	0.00	0.00
63060 - Contract Labor		2,450.00	0.00	0.00	2,412.58	37.42
63070 - Employee Benefits-401K Contrib		33,700.00	2,790.33	8,418.20	33,641.47	58.53
63090 - HISC-Blue Medicare Rx.		0.00	0.00	0.00	0.00	0.00
63100 - Insurance-Dental		13,000.00	1,089.62	3,341.02	12,967.02	32.98
63110 - Insurance-Health		271,400.00	22,055.27	67,058.10	271,386.90	13.10
63115 - Salaries: Insurance - Work Comp		19,000.00	1,845.00	5,535.00	18,968.00	32.00
63125 - Insurance: Life & Disability		150.00	-46.03	-86.29	-118.89	268.89
63130 - Mileage		1,350.00	126.63	799.83	1,333.47	16.53
63135 - Drug Testing		0.00	0.00	0.00	0.00	0.00
63160 - Payroll Taxes-Medicare		17,250.00	1,337.94	4,053.09	17,027.21	222.79
63170 - Payroll Taxes-Social Security		72,950.00	5,720.89	17,330.53	72,805.26	144.74
63195 - Taxes, Liability, Insurance: Cobra Fee		0.00	0.00	0.00	0.00	0.00
63200 - Vision Insurance		3,900.00	318.24	974.92	3,887.83	12.17
64100 - Sewer:DAC Waste Water Flow Charge		38,100.00	0.00	6,792.46	38,030.88	69.12
64200 - Sewer:Electricity-Sewer		8,000.00	56.20	1,971.74	7,937.06	62.94
64300 - Sewer:Lab & Chemicals-Sewer		12,000.00	608.95	3,261.20	11,980.95	19.05
64500 - Sewer:Supplies & Materials		300.00	0.00	0.00	220.00	80.00
65010 - Automobile Repairs & Maint.		72,150.00	4,088.28	15,403.81	60,044.96	12,105.04
65230 - Computer Maintenance		100,000.00	2,699.45	12,573.79	66,730.86	33,269.14
65240 - Equipment Rental		1,050.00	0.00	0.00	1,006.18	43.82
65250 - Fuel		70,550.00	6,275.22	18,428.59	70,518.52	31.48
65270 - Lab Chemicals-Water		2,050.00	15.00	276.30	2,021.52	28.48
65275 - SCADA Maintenance Fee		0.00	0.00	0.00	0.00	0.00
65276 - Test Equipment Calibration		0.00	0.00	0.00	0.00	0.00
65277 - Generator Maintenance Contract		12,000.00	0.00	0.00	10,288.42	1,711.58
65278 - Meter Testing/Repair/Replacement		9,000.00	0.00	0.00	8,393.04	606.96
65280 - Lab Chemicals-Water:Chemicals		35,450.00	1,944.25	11,156.04	35,408.23	41.77
65300 - Locates		2,900.00	0.00	640.64	2,894.19	5.81
65310 - Maint. & Repairs-Infrastructure		26,350.00	6,266.52	8,833.40	27,299.99	-949.99
65320 - Maint. & Repairs-Office		21,600.00	46.01	1,932.55	18,489.49	3,110.51
65330 - Maintenance & Repairs-Other		176,900.00	-49,952.40	-39,811.21	121,071.91	55,828.09
65340 - Materials & Supplies		106,942.00	4,669.19	37,340.66	89,392.20	17,549.80
65345 - Non Inventory-Consumables		47,400.00	816.73	19,403.95	47,327.51	72.49
65350 - Office Supplies		19,150.00	1,252.14	2,959.75	12,541.93	6,608.07
65360 - Printing and Copying		41,550.00	3,573.36	10,557.89	41,520.67	29.33
65370 - Tool Furniture		7,400.00	1,010.45	1,410.41	5,194.34	2,205.66
65390 - Uniforms-Employee		12,650.00	1,069.53	2,512.23	12,642.20	7.80
65490 - Cell Phone		11,150.00	0.00	3,296.71	11,146.56	3.44
65500 - Electricity-Lighting		6,300.00	-424.30	1,788.33	6,282.96	17.04
65510 - Electricity-Offices		13,600.00	1,270.63	3,051.41	13,581.43	18.57
65520 - Electricity-Wells		191,000.00	16,980.45	41,991.84	190,928.58	71.42
65530 - Garbage Service		5,050.00	183.58	550.74	5,036.87	13.13
65540 - Natural Gas		1,850.00	105.52	418.09	1,829.78	20.22
65550 - Security/Alarm		3,250.00	0.00	334.68	3,220.70	29.30
65560 - Telephone		31,050.00	2,170.24	7,690.66	31,028.03	21.97
65561 - Telstar Maintenance Contract		6,700.00	0.00	0.00	6,693.23	6.77
65570 - Wastewater		2,050.00	181.12	483.92	2,018.72	31.28
66100 - Government Penalties & Interest		100.00	0.00	0.00	5.00	95.00
66200 - Insurance-General Liability		68,850.00	0.00	16,136.00	68,833.00	17.00
66500 - Property Taxes		150.00	0.00	0.00	117.76	32.24
66700 - Water Conservation Fee		14,900.00	1,566.24	3,950.49	14,855.01	44.99
	Expense Total:	3,567,592.00	454,829.06	1,031,500.10	3,543,987.31	23,604.69
	Surplus (Deficit):	0.00	-113,592.00	-169,762.30	236,216.03	-236,216.03

**LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY'S
PROJECTS REPORT – 7/17/19**

LRG-11-02.2 – Mesquite-Brazito Sewer Project – Bohannon Huston, Inc. & File Construction – Construction – 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 – First progress meeting was held on 7/1/19, and first Pay App has been submitted. Contractor began work at Lift Station 14 and has had difficulty getting the Traffic Control Plan approved by DAC Engineering.

LRG-17-01 – Mesquite-Brazito Sewer Project 2 – Bohannon Huston, Inc. – Design 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. 12th Request for Funds from RCAC bridge loan has been submitted, 95% submittal was scheduled for 4/12/19, but is delayed to 7/12/19 due to issues in acquiring 2 of the lift station sites. Attorney is working with one of them, BHI is working on the documents for the second. BHI is revising the construction cost estimate in light of bids received on Project 1, and has requested an extension on the Letter Of Conditions. RD granted an extension to 8/1/19, and we expect to meet that.

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 has issued a Letter of Conditions for a \$1,014,000 loan, \$3,629,065 Persistent Poverty Grant and \$323,335 Colonia's Grant, and we are working on completing the LOC requirements. BHI is still working on the Engineering Agreement, and the Legal Services Agreement is pending RD approval. BHI will be scheduling a kick-off meeting with LRG staff.

LRG-17-01 – Water Master Plan – WTB #252: CDBG Public Hearing was held 1/9/18. Ms. Goolsby, SCCOG, is working on our revised application. NM DFA returned the original application; the new one has been submitted, and there are currently no planning funds available.

LRG-17-02 – Central Office Building – DW-4213 \$3,285,619: Engineering Agreement amendment for scope modification to address the two-building concept and to move on to the design phase has been submitted to NMED-CPB and not approved. Modifications & resubmission are pending.

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: Phase I has been closed out, engineer is beginning design for Phase II. Final Contract Docs will be submitted by 7/15/19.

LRG-17-03 –East Mesa Water System Improvements Project – NMFA 3803-PG & 3804-PG, 4915-CIF – Design – Colonia's funding resolution and Engineering Services Agreement are on today's agenda.

LRG-18-01 – High Valley Water System Improvements Project – NMFA 4645-CIF18 – Design & Construction – Souder, Miller & Assoc. – Ph. I preliminary design plans have been reviewed by Operations and submitted to NMED-CPB. Engineering Services Amendment #3 has been submitted as well. Readiness-To-Proceed items for Ph. II CIF funding have been submitted.

LRG-18-02 – Stern Drive Waterline Extension Project – Design/Build - \$150,000 SAP – Owner comments have been incorporated into the design. SMA has the design package to NMED-CPB and NMED-DWB for review. CPB comments were received 5/22/19, and the engineering is working on a response pending review by NM DOT and NMED-DWB.

LRG-18-03 – Jacquez Waterline Extension Project – Design/Build - \$50,000 SAP – Wilson & Co. – Bid documents have been approved by NMED-CPB. Readiness-To-Proceed items for CIF funding and SAP documents have been submitted, but the gentleman who sold us the easement misplaced the check. A new check has been provided, and once he cashes it, we can provide the canceled check to NMFA to complete the RTP items. CIF closing documents and executed SAP agreements are pending at the funding agencies.

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. We are considering applying for PER funding.

Other projects:

Infrastructure Capital Improvements Plan 2021-2025: Public Input meetings were held on 5/21 at the East Mesa office and 5/22/19 at the La Mesa Office, staff input meeting was held 5/16/19. The Board reviewed the Draft ICIP last month, and Resolution adopting the ICIP is on today's agenda. We are grateful for the assistance of Tiffany Goolsby, SCCOG with the ICIP preparation and submission.

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. One bin has been sent out for shredding in the past month.

Website and Email – Notices and Minutes pages are up to date. We received a detailed report on website traffic from Sullivan Design, and their maintenance contract began 7/1/19.

Source Water Protection Plan Update - DBSA has completed the final version. Patty contacted NMED to find out how to proceed to finalize and adopt the plan. They had no further comments on the plan, and it will be on the next board agenda to be adopted by resolution.

Training – Patty & I attended the Colonia's Infrastructure Fund training on 7/11/19.

Lower Rio Grande Water Users Organization – nothing new to report

As Needed Engineering Services - Currently we have two active Task Orders: BHI for securing the SLO Permit, and BHI for transferring a BLM permit from Organ WSA to the LRGPWWA.

Collection & Lien Procedures - 164 first notifications, 95 certified letters have been sent and 74 liens have been filed to date. 12 liens have been released following payment in full of the account.

LRGPWWA 2019 Election –I submitted notice to the NM SOS on 6/8/19 of the positions to be filled and question for the 2019 ballot. We were contacted by DAC Elections Bureau about district maps, and I

sent them the KML & shape files we had Vencor update along with the map created by the NM SOS and the Governance Document amendments for the ballot question.

Water Audits – Staff met to review data collection procedures, and Water Audits for calendar 2018 will be scheduled soon.

August 1, 2019

Sandra Alarcon
Loan Specialist
USDA Rural Development
2510 North Telshor Blvd.
Las Cruces, NM 88011

RE: Letter for request of approval for an Emergency O & M Interagency Agreement between the Talavera MDWCA and the Lower Rio Grande Public Water Works Authority

Dear Ms. Alarcon:

The Board of Directors for the Lower Rio Grande Public Water Works Authority (Authority) would like to request Rural Development's approval for an Operation and Maintenance (O & M) Interagency Agreement (Agreement) between the Talavera Mutual Domestic Water Consumers Association and the Authority.

The LRGPWWA Board is requesting approval from your agency for entities indebted to the United State Government through Rural Development.

Regards,

Martin G. Lopez, GM
Lower Rio Grande PWWA

**2019-2021 INTERAGENCY AGREEMENT FOR OPERATION AND MAINTENANCE
AND SYSTEM MANAGEMENT
OF WATER SYSTEM FOR THE**

**Talavera
Mutual Domestic Water Consumers Association**

BY

Lower Rio Grande Public Water Works Authority

This Interagency Agreement, hereinafter refer to as Agreement, made and entered into this **1st** day of **August, 2019**, by and between the Board of Directors of the **Talavera Mutual Domestic Water Consumers Association**, hereinafter designated as the **Owner**, and **Lower Rio Grande Public Water Works Authority**, hereinafter designated as the **Certified Operator**, pursuant to a Motion duly passed by the Board of Directors of the Lower Rio Grande Public Water Works Authority.

Whereas, the Owner and Certified Operator have this date mutually agreed that the Certified Operator shall provide management and waterworks operation and maintenance services for the Owners water system, and the Owner agrees to pay for the services performed under the terms and conditions established by this agreement.

NOW THEREFORE, in consideration of the agreement contained herein, the parties hereby covenant, agree and contract as follows:

1. The Owner shall provide the following to the Certified Operator:
 - a. The Owner shall pay \$1,000.00 per month for all routine operation and maintenance services outlined in 4.a.i. through 4.a.xii. and 4.b.vi.
 - b. The Owner shall pay \$50.00 per hour for all required and/or requested operation and maintenance services outlined in 4.b.i. through 4.b.vi., if said activities do not require equipment such as a backhoe or trencher. When equipment is necessary, including emergency responses which require equipment, the cost per hour for services to be paid by Owner shall be \$100.00. Rental expense if equipment is rented.
 - c. The Owner shall bear full responsibility for the costs associated with materials, supplies and permits for all aspects of the operation and maintenance, including the need for special equipment such as boring machines.
 - d. The Owner shall remit payment in full within thirty (30) days of receipt of a monthly billing statement from Certified Operator. Any amounts billed and

disputed by Owner shall be identified by Owner at the time of payment and said funds shall be placed in escrow by Certified Operator, at Owner's expense, pending resolution of the billing dispute.

- e. The Owner shall advise the Certified Operator of all Federal financial assistance it receives and any impact that funding has on the performance of Certified Operator.
 - f. The Owner shall add Certified Operator as an additional insured on their liability insurance policy. A copy of said policy, confirming the addition of Certified Operator as an insured shall be provided to Certified Operator semi-annually during the life of this contract and shall be in an amount not less than \$1,000,000.00.
 - g. The Owner shall indemnify and hold harmless the Certified Operator from any and all legal matters, including personal injury and property damage claims, which arise out of the operation and maintenance of the water system
- 2. The Certified Operator will not be held responsible nor assume any of the present or past liabilities and/or debts of the Talavera Mutual Domestic Water Consumers Association.
 - 3. The Certified Operator shall provide transportation necessary to perform the services required of it for section 4.a.i. through 4.b.vi.
 - 4. The Certified Operator shall provide the following services which will be billed to and paid by Owner at the rates set forth in paragraph 1.a. above:
 - a. Provide the following to the Owner:
 - i. Daily inspection of facilities;
 - ii. Use of On-call and Back-up staff and phone number;
 - iii. Maintain daily log sheets;
 - iv. Collect and submit monthly microbiological samples to lab;
 - v. Analyze and record daily chemical handling, dosage, recordkeeping and residuals;
 - vi. Operation of Treatment Facilities;
 - vii. Prepare annual Consumer Confidence Reports;

- viii. Prepare and submit chlorine residuals report to NMED;
 - ix. Prepare and submit chlorine residuals report to NMED as part of compliance with Chlorine Byproducts Rule of EPA if such rule is ever implemented;
 - x. Line Location and marking in compliance with New Mexico Excavation Law.
 - xi. Read meters on or about the 1st of each month, but no later than the 5th of the month;
 - xii. Association Management to maintain compliance with State and Federal drinking water regulations along with all other applicable state and federal statutes and regulations including attendance of board meeting.
- b. The following additional services will be billed to and paid by Owner at the rates set forth in paragraph 1.b. above:
- i. Monthly hydrant flushing, flush-out flushing, and Well Drawdown;
 - ii. Quarterly storage tank flushing and Cathodic Protection;
 - iii. Annual exercise of isolation valves;
 - iv. As needed or requested, paint storage tanks impacted by graffiti, cut weeds at facilities, maintain facility free of debris, install and test back flow preventers for commercial meter sites;
 - v. Operation and maintenance arising in an emergency situation will be performed only upon the request of Owner, or at the request of NMED to maintain compliance with State and Federal drinking water regulations;
 - vi. Compliance with New Mexico Excavation Law including underground facility location and marking as requested by other utility companies or for work to be completed by Certified Operator. Owner shall provide a system map to Certified Operator.
- c. Comply with all requirements of any Federal financial assistance obtained by Owner, as if it were the recipient of the assistance.

- d. Ensure that the water system is operated in a manner that meets all Federal, State and local government requirements, including securing and maintaining required licenses, certifications, and accreditation for the staff fulfilling the responsibilities of this contract as may be necessary to operate, maintain and manage the system. The system shall be operated in compliance with the requirements of the New Mexico Environment Department, the Safe Drinking Water Act, and all other relevant local, state and Federal requirements.
 - e. At the Owners request the Certified Operator shall remove and install meters due to new service connections; meters identified as inoperative and/or inaccurate; and illegal and/or unauthorized service including delinquency.
 - f. The Certified Operator shall conduct required standard testing, monitoring, and reporting of water quality as necessary and required by the New Mexico Environment Department. Water test kits and testing equipment shall be supplied by the Owner if available. If outside services are required for non-recurring and one time analysis of water, the Owner will be billed for those operating expenses.
 - g. The Certified Operator will perform preventive maintenance procedures and services for all wells, pumps, tanks, chemical feeders, and other equipment and infrastructure of Owner.
 - h. The Certified Operator shall acquire and maintain any and all license and/or certification requirements as required by the New Mexico Environment Department or relevant funding entities and shall provide the Owner with proof of such license and/or certification.
 - i. The Certified Operator shall attend such regular board meeting or other special meetings as requested by the Owner.
 - j. Meters shall be removed, replaced or re-installed at Owner's request within seven business days of receipt of such request in writing.
 - k. New meter shall be installed at Owner's request within 30 business days of receipt of such request in writing to include requirement of the New Mexico One-Call.
5. The costs associated with extra labor or services and equipment needed by the Certified Operator to make emergency repairs deemed necessary to properly and adequately maintain the Owner's water system in a state of good repair, including repairs to water lines, wells, equipment, appurtenances and also including installing new customer service taps will be the responsibility of the Owner.

6. This Agreement is subject to approval of the servicing USDA/RD office.
7. The terms of this Agreement shall be for a **two (2) year period**. Either party may terminate this Agreement, with or without cause, by providing at least sixty days advanced written notice prior to termination date. In the event of termination, the Certified Operator shall be paid for services completed.
8. Both parties acknowledge that Certified Operator is protected from liability associated with the operation and maintenance of water systems within the State of New Mexico and confirm that this contract is not intended to waive the protections against liability provided by the laws of the State of New Mexico.
9. All correspondence or notices required under this Agreement shall be sent to:

Lower Rio Grande Public Water Works Authority
PO Box 2646
Anthony, NM 88021
10. This Agreement shall not be amended except by written instrument executed by the parties.
11. Should either party have to enforce this Agreement in a court of law, the costs and fees of the prevailing party shall be paid in full by the other party.

This agreement made and entered into by and between the Board of Directors of the **Talavera Mutual Domestic Water Consumers Association and the Lower Rio Grande Public Water Works Authority.**

Talavera MDWCA

Signed By: _____

Title: _____

Date: _____

APPROVED BY: USDA, RD

By: _____

Title: _____

Date: _____

Lower Rio Grande PWWA

Signed By: _____

Title: _____

Date: _____



LOWER RIO GRANDE

Public Water Works Authority

325 Holguin Road

Vado, New Mexico 88072

(575) 233-5742

2019-2021 MANAGEMENT AND O&M INTERAGENCY AGREEMENT

Services (routine) at \$1,000.00 per month.

- Daily inspection of facilities
- Use of On-call and Back-up staff and phone number
- Maintain daily log sheets
- Collect and submit monthly microbiological samples to lab
- Analyze and record daily chemical handling, dosages, recordkeeping, and residuals
- Operation of Treatment Facilities
- Prepare annual Consumer Confidence Report
- Prepare and submit chlorine residuals report to NMED (Chlorine By Products Rule)
- Prepare and submit chlorine residuals report to NMED as part of compliance in with Chlorine By Products Rule (Near Future requirement by USEPA)
- Line Location and marking in compliance with New Mexico Excavation Law
- Read meters on or about the **1st** of each month, but no later than the **5th** of the month
- Association Management to maintain compliance with State and Federal drinking water regulations along with all other applicable state and federal statutes and regulations

Services provided at \$50.00 per hour:

- Any and all other required and/or requested operation and maintenance services to not outlined as routine including



LOWER RIO GRANDE

Public Water Works Authority

emergency responses in which no equipment (backhoe, trencher) is required.

Services provided at \$100.00 per hour (rental expense if equipment is rented):

- Any and all other required operation and maintenance services not outlined as routine including emergency responses in which equipment (backhoe, trencher) is required.

Talavera MDWCA is responsible for materials and supply cost for all aspects of operation and maintenance including the need for special equipment (Example-boring machine). Complete documentation will be provided for operation and maintenance cost reflecting the type of operation and maintenance performed; materials, supplies and equipment used (if any); including date, time and location.

Operation and maintenance which will need to be performed, but not considered routine:

- Monthly-Estimate 2 hours per month
 - Hydrant flushing
 - Flush-out flushing
 - Well Drawdown
- Quarterly-Estimate 2 hours per quarter
 - Storage tanks flushing
 - Cathodic Protection
- Annual-Estimate 8 hours per year
 - Exercise isolation valves
- As-need or requested-Estimate 8 hours per quarter



LOWER RIO GRANDE

Public Water Works Authority

- Paint storage tanks Graffiti
- Cut weeds at facility
- Maintain facility free of debris
- Installation and testing of back preventers for commercial meter site if not so equipped
- Media change-out and waste disposal

Any and other operation and maintenance services will only be performed if needed in emergency situations (line breaks, etc.), if requested by Talavera MDWCA or if requested or needed by NMED to maintain compliance with state and federal drinking water regulations.

**RECORD OF PROCEEDINGS RELATING TO THE ADOPTION OF
RESOLUTION NO. FY2020-01 OF THE BOARD OF DIRECTORS
OF THE LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY,
DOÑA ANA COUNTY, NEW MEXICO
JULY 17, 2019**

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

The Board of Directors (the "Governing Body") of the Lower Rio Grande Public Water Works Authority (the "Borrower/Grantee") met in a regular session in full conformity with the law and the rules and regulations of the Governing Body at 325 Holguin Road, Vado, New Mexico 88072, being the meeting place of the Governing Body for the meeting held on the 17th day of July, 2019, at the hour of 9:30 a.m. Upon roll call, the following members were found to be present:

Present:

Absent:

Also Present:

Thereupon, there were officially filed with the Secretary copies of a proposed Resolution and Colonias Infrastructure Project Fund Loan/Grant Agreement in final form, the proposed Resolution being as hereinafter set forth:

[Remainder of page intentionally left blank.]

**LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY
RESOLUTION NO. FY2020-01**

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT AGREEMENT BY AND AMONG THE NEW MEXICO COLONIAS INFRASTRUCTURE BOARD (“CIB”) AND THE NEW MEXICO FINANCE AUTHORITY (“FINANCE AUTHORITY,” AND COLLECTIVELY WITH THE CIB, THE “LENDERS/GRANTORS”) AND THE LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY (THE “BORROWER/GRANTEE”), FOR THE BENEFIT OF THE COLONIAS OF BRAZITO, MESQUITE, DEL CERRO, LA MESA, VADO, BERINO, MONTANA VISTA, JOY DRIVE SUBDIVISION, LAS PALMERAS, ORGAN, MOUNTAIN VIEW, BUTTERFIELD PARK, CATTLELAND AND A PORTION OF ANTHONY, IN THE TOTAL AMOUNT OF \$247,152, EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF DESIGNING EAST MESA SERVICE AREA WATER SYSTEM IMPROVEMENTS, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT OF \$39,544 SOLELY FROM NET SYSTEM REVENUES AND ACCEPTANCE OF A GRANT AMOUNT OF \$207,608; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/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 LOAN/GRANT AGREEMENT.

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

WHEREAS, the CIB is a public body duly organized and created under and pursuant to the laws of the State of New Mexico (the “State”), particularly the Colonias Infrastructure Act, NMSA 1978, §§ 6-30-1 through 6-30-8, as amended, (the “Colonias Infrastructure Act” or the “Act”); and

WHEREAS, the Finance Authority is a public body politic and corporate, separate and apart from 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 “Finance Authority Act”); and

WHEREAS, the Borrower/Grantee is a Political Subdivision of the State, being a legally and regularly created, established, organized and existing public water works authority under the

general laws of the State and more specifically, NMSA 1978, § 73-26-1, as amended; and

WHEREAS, the Act creates the Colonias Infrastructure Project Fund (the “Fund”) in the Finance Authority, to be administered by the Finance Authority to originate grants or loans to Qualified Entities for Qualified Projects recommended by the CIB; and

WHEREAS, there exists within the boundaries of the Borrower/Grantee, Brazito, Mesquite, Del Cerro, La Mesa, Vado, Berino, Montana Vista, Joy Drive Subdivision, Las Palmeras, Organ, Mountain View, Butterfield Park, Cattleland, and a portion of Anthony, communities that have been designated as Colonias within the meaning of the Act; and

WHEREAS, the Borrower/Grantee will be receiving the Loan/Grant for the benefit of Brazito, Mesquite, Del Cerro, La Mesa, Vado, Berino, Montana Vista, Joy Drive Subdivision, Las Palmeras, Organ, Mountain View, Butterfield Park, Cattleland, and a portion of Anthony and the constituencies they serve; and

WHEREAS, the Borrower/Grantee submitted an application dated December 12, 2018, for the Project; and

WHEREAS, the CIB has determined that the Project is a qualifying Project and that the Borrower/Grantee is a Qualified Entity under the Board Rules; and

WHEREAS, the CIB on April 30, 2019, recommended to the Finance Authority that the Borrower/Grantee receive financial assistance from the Fund in the form of the Loan/Grant, for the benefit of the Colonia and the CIB has recommended that the Finance Authority enter into and administer this Agreement; and

WHEREAS, the Finance Authority approved the Loan/Grant Amount from the Fund to the Borrower/Grantee on May 23, 2019; and

WHEREAS, the Borrower/Grantee has determined that it is in the best interests of the Borrower/Grantee and Brazito, Mesquite, Del Cerro, La Mesa, Vado, Berino, Montana Vista, Joy Drive Subdivision, Las Palmeras, Organ, Mountain View, Butterfield Park, Cattleland, and a portion of Anthony, that the Borrower/Grantee enter into an Agreement with the Lenders/Grantors to borrow \$39,544 from the Lenders/Grantors and to accept a grant in the amount of \$207,608 from the Lenders/Grantors to finance the costs of designing East Mesa service area water system improvements, this project being more particularly described in the Term Sheet; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts granted and loaned pursuant to the Loan/Grant Agreement, that the Loan/Grant Amount, together with the Local Match and other moneys available to the Borrower/Grantee, is sufficient to complete the Project, and that it is in the best interest of the Borrower/Grantee and Brazito, Mesquite, Del Cerro, La Mesa, Vado, Berino, Montana Vista, Joy Drive Subdivision, Las Palmeras and project locations: Organ, Mountain View, Butterfield Park, Cattleland, and a portion of Anthony and the constituent public they serve that the

Loan/Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Loan/Grant Agreement; and

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

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

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

WHEREAS, the Governing Body hereby determines that the Local Match is now available to the Borrower/Grantee to complete the Project; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Loan/Grant Amount for the purposes described, and according to the restrictions set forth, in the Loan/Grant Agreement; (ii) the availability of other moneys necessary and sufficient, together with the Loan/Grant Amount, to complete the Project; and (iii) the authorization, execution and delivery of the Loan/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 GOVERNING BODY OF LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY, DOÑA ANA COUNTY, NEW MEXICO:

Section 1. Definitions. Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Agreement unless the context clearly requires otherwise. Capitalized terms not defined in the recitals and defined in this Article I shall have the same meaning when used in this Agreement including the foregoing recitals, unless the context clearly requires otherwise. Capitalized terms not defined herein shall have the meaning given them by the Loan/Grant Agreement.

“Agreement” or “Loan/Grant Agreement” means the Loan/Grant Agreement and any amendments or supplements thereto, including the Exhibits attached thereto.

“Authorized Officers” means, any one or more of the Chairman, the Finance Manager, the General Manager and Secretary thereof.

“Borrower/Grantee” means the Lower Rio Grande Public Water Works Authority in Doña Ana, New Mexico.

“CIB” means the Colonias Infrastructure Board created by the Act.

“Closing Date” means the date of execution of the Loan/Grant Agreement by the Borrower/Grantee, the CIB and the Finance Authority.

“Colonia” or “Colonias” means a Colonia as defined in the Act, and more particularly in NMSA 1978, § 6-30-3(C), as amended, and particularly Brazito, Mesquite, Del Cerro, La Mesa, Vado, Berino, Montana Vista, Joy Drive Subdivision, Las Palmeras, Organ, Mountain View, Butterfield Park, Cattleland, and a portion of Anthony.

“Colonias Infrastructure Project Fund” or “Fund” means the fund of the same name created pursuant to the Act and held and administered by the Finance Authority.

“Conditions” has the meaning given to that term in the Loan/Grant Agreement.

“Completion Date” means the date of final payment of the cost of the Project.

“Eligible Fiscal Agent Fees” means fees and costs incurred by a fiscal agent for the administration of Project funds, including the collection and reporting of Project information as required by the Agreement, in an amount not exceeding five percent (5%) of the Loan/Grant Amount. “Eligible Items” has the meaning given to that term in the Loan/Grant Agreement.

“Eligible Items” means eligible Project costs for which loans/grants may be made pursuant to Title 2, Chapter 91, Part 2 NMAC, the Board Rules and applicable Policies, and includes costs of acquiring and constructing the Project, and, without limitation, Eligible Legal Costs and Eligible Fiscal Agent Fees.

“Eligible Legal Costs” means legal fees and costs for services rendered by legal counsel on behalf of the Borrower/Grantee for transaction of the Project and those directly associated with the qualified project, in an amount not exceeding ten percent (10%) of the Loan/Grant Amount, but does not include adjudication services.

“Finance Authority” means the New Mexico Finance Authority.

“Fiscal Year” means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Borrower/Grantee as its fiscal year.

“Generally Accepted Accounting Principles” means the officially established accounting principles applicable to the Borrower/Grantee consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the Finance Authority establishing accounting principles applicable to the Borrower/Grantee.

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

“Grant” or “Grant Amount” means the amount provided to the Borrower/Grantee as a grant pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall equal 90% of the Amount disbursed not to exceed \$207,608.

“Gross Revenues” has the meaning given to that term in the Loan/Grant Agreement.

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

“Lenders/Grantors” means the CIB and the Finance Authority.

“Loan” or “Loan Amount” means 10% of the amount disbursed to the Borrower/Grantee as a loan pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal more than \$39,544.

“Loan/Grant” or “Loan/Grant Amount” means the amount provided to the Borrower/Grantee as the Grant Amount and borrowed by the Borrower/Grantee as the Loan Amount pursuant to the Loan/Grant Agreement for the purpose of funding the Project. The value of the Loan/Grant shall not equal more than \$247,152.

“Local Match” means the amount determined pursuant to the Policies to be provided by the Borrower/Grantee which includes the total value of the soft or hard match (each as defined in the Policies) which, in combination with the Loan/Grant Amount and other monies available to the Borrower/Grantee, is sufficient to complete the Project. The Local Match is \$9,562.

“Net System Revenues” means the Gross Revenues of the System minus Operation and Maintenance Expenses, indirect charges, amounts expended for capital replacements and repairs, required set asides for debt and replacement requirements, and any other payments from the gross revenues reasonably required for operation of the System.

“NMAC” means the New Mexico Administrative Code.

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

“Operation and Maintenance Expenses” has the meaning given to that term in the Loan/Grant Agreement.

“Pledged Revenues” means the Net System Revenues of the Borrower/Grantee pledged to the payment of the Loan Amount pursuant to this Resolution and the Loan/Grant Agreement and described in the Term Sheet.

“Policies” means the Colonias Infrastructure Project Fund Project Selection and Management Policies, approved by the CIB.

“Political Subdivision of the State” means a municipality, a county, water and sanitation district, an association organized and existing pursuant to the Sanitary Projects Act, NMSA 1978, § 3-29-1 through § 3-29-21, as amended, or any other entity recognized by statute as a political subdivision of the State.

“Project” means the project described in the Term Sheet.

“Project Account” means the book account, if any, established by the Finance Authority in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the Finance Authority.

“Qualified Entity” means a county, municipality, or other entity recognized as a Political Subdivision of the State pursuant to NMSA 1978, § 6-30-3(F), as amended.

“Qualified Project” means a capital outlay project recommended by the CIB to the Finance Authority for financial assistance that is primarily intended to develop Colonias infrastructure. A Qualified Project may include a water system, a wastewater system, solid waste disposal facilities, flood and drainage control, roads or housing infrastructure pursuant to NMSA 1978, § 6-30-3(G), as amended, but does not include general operation and maintenance, equipment, housing allowance payments or mortgage subsidies.

“Resolution” means this Resolution as it may be supplemented or amended from time to time.

“Rules” means Review and Selection of Colonias Infrastructure Projects, New Mexico Colonias Infrastructure Board, Sections 2.91.2.1 through 2.91.2.18 NMAC.

“State” means the State of New Mexico.

“System” means the water utility system of the Borrower/Grantee, owned and operated by the Borrower/Grantee, and of which the Project, when completed, will form part.

“Term Sheet” means Exhibit “A” attached to the Loan/Grant Agreement.

“Useful Life” means the period during which the Project is expected to be usable for the purpose for which it was acquired, which is 12.0 years.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Borrower/Grantee and officers of the Borrower/Grantee directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues to payment of amounts due under the Loan/Grant Agreement, and the execution and delivery of the Loan/Grant Agreement shall be, and the same hereby is, ratified, approved and

confirmed.

Section 3. Authorization of the Project and the Loan/Grant Agreement. The acquisition and completion of the Project and the method of funding the Project through execution and delivery of the Loan/Grant Agreement and the other documents related to the transaction are hereby authorized and ordered. The Project is for the benefit and use of the Borrower/Grantee and Brazito, Mesquite, Del Cerro, La Mesa, Vado, Berino, Montana Vista, Joy Drive Subdivision, Las Palmeras, Organ, Mountain View, Butterfield Park, Cattleland, and a portion of Anthony and the public they serve.

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

A. The Project is needed to meet the needs of the Borrower/Grantee and Brazito, Mesquite, Del Cerro, La Mesa, Vado, Berino, Montana Vista, Joy Drive Subdivision, Las Palmeras, Organ, Mountain View, Butterfield Park, Cattleland, and a portion of Anthony and the constituent public they serve.

B. Moneys available and on hand for the Project from all sources other than the Loan/Grant are not sufficient to defray the cost of acquiring and completing the Project but, together with the Loan/Grant Amount, are sufficient to complete the Project.

C. The Project and the execution and delivery of the Loan/Grant Agreement pursuant to the Act to provide funds for the financing of the Project are necessary, convenient and in furtherance of the governmental purposes of the Borrower/Grantee, and in the interest of the public health, safety, and welfare of the constituent public served by the Borrower/Grantee.

D. The Borrower/Grantee will acquire and complete the Project with the proceeds of the Loan/Grant, the Local Match and other amounts available to the Borrower/Grantee, and except as otherwise expressly provided by the Loan/Grant Agreement, will utilize, operate and maintain the Project for the duration of its Useful Life.

E. Together with the Loan/Grant Amount, and other amounts available to the Borrower/Grantee, the Local Match is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project.

F. The Lenders/Grantors shall maintain on behalf of the Borrower/Grantee a separate Project Account as a book account only on behalf of the Borrower/Grantee and financial records in accordance with Generally Accepted Accounting Principles during the construction or implementation of the Project.

G. The Borrower/Grantee has title to or easements or rights of way on the real property upon which the Project is being constructed or located.

Section 5. Loan/Grant Agreement—Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of at least a majority 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 Borrower/Grantee and acquiring and completing the Project, it is hereby declared necessary that the Borrower/Grantee execute and deliver the Loan/Grant Agreement evidencing the Borrower/Grantee's acceptance of the Grant Amount of \$207,608 and borrowing the Loan Amount of \$39,544 to be utilized solely for Eligible Items necessary to complete the Project, and solely in the manner and according to the restrictions set forth in the Loan/Grant Agreement, the execution and delivery of which is hereby authorized. The Borrower/Grantee shall use the Loan/Grant Amount to finance the acquisition and completion of the Project.

B. Detail. The Loan/Grant Agreement shall be in substantially the form of the Loan/Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of \$207,608 and the Loan shall be in the amount of \$39,544. Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid principal balance of the Loan Amount.

Section 6. Approval of Loan/Grant Agreement. The form of the Loan/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 Loan/Grant Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the Secretary is hereby authorized to attest the Loan/Grant Agreement. The execution of the Loan/Grant Agreement shall be conclusive evidence of such approval.

Section 7. Security. The Loan Amount shall be solely secured by the pledge of the Pledged Revenues herein made and as set forth in the Loan/Grant Agreement.

Section 8. Disposition of Proceeds: Completion of the Project.

A. Project Account. The Borrower/Grantee hereby consents to creation of the Project Account by the Finance Authority and further approves of the deposit or crediting of a portion of the Loan/Grant Amount to pay expenses. Until the Completion Date, the amount of the Loan/Grant credited to the Project Account shall be used and paid out solely for Eligible Items necessary to acquire and complete the Project in compliance with applicable law and the provisions of the Loan/Grant Agreement.

B. Completion of the Project. The Borrower/Grantee shall proceed to complete the Project with all due diligence. Upon the Completion Date, the Borrower/Grantee shall execute a certificate stating that completion of and payment for the Project has been completed. Following the Completion Date or the earlier expiration of the time allowed for disbursement of Loan/Grant funds as provided in the Loan/Grant Agreement, any balance remaining in the Project Account shall be transferred and deposited into the Colonias Infrastructure Project Fund or otherwise distributed as provided in the Loan/Grant Agreement.

C. CIB and Finance Authority Not Responsible. Borrower/Grantee shall

apply the funds derived from the Loan/Grant Agreement as provided therein, and in particular Article V of the Loan/Grant Agreement. Neither the CIB nor the Finance Authority shall in any manner be responsible for the application or disposal by the Borrower/Grantee or by its officers of the funds derived from the Loan/Grant Agreement or of any other funds held by or made available to the Borrower/Grantee in connection with the Project. Lenders/Grantors shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the Finance Authority for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

Section 9. Payment of Loan Amount. Pursuant to the Loan/Grant Agreement, the Borrower/Grantee shall pay the Loan Amount directly from the Pledged Revenues to the Finance Authority as provided in the Loan/Grant Agreement in an amount sufficient to pay principal and other amounts due under the Loan/Grant Agreement and to cure any deficiencies in the payment of the Loan Amount or other amounts due under the Loan/Grant Agreement. The Borrower/Grantee hereby consents to the creation of an ACH authorization agreement to facilitate regular electronic payments of the Loan Amount and Administrative Fee.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan/Grant Agreement, the Loan/Grant Agreement constitutes an irrevocable lien (but not an exclusive lien) upon the Pledged Revenues to the extent of the Loan Amount, the priority of which is consistent with that shown on the Term Sheet.

Section 11. 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 Loan/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 Loan/Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Loan/Grant Agreement including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan/Grant Agreement.

Section 12. Amendment of Resolution. This Resolution after its adoption may be amended without receipt by the Borrower/Grantee of any additional consideration, but only with the prior written consent of the CIB and the Finance Authority.

Section 13. Resolution Irrepealable. After the Loan/Grant Agreement has been executed and delivered, this Resolution shall be and remain irrepealable until all obligations due under the Loan/Grant Agreement shall be fully discharged, as herein provided.

Section 14. 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 15. Repealer Clause. All bylaws, orders, ordinances, resolutions, 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 16. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Borrower/Grantee kept for that purpose, authenticated by the signatures of the Chairman and Secretary of the Borrower/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 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Resolution shall be published in substantially the following form:

[Remainder of page intentionally left blank.]

[Form of Notice of Adoption of Resolution for Publication]

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY
Notice of Adoption of Resolution

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. FY2020-01, duly adopted and approved by the Board of Directors of Lower Rio Grande Public Water Works Authority on July 17, 2019. A complete copy of the Resolution is available for public inspection during normal and regular business hours in the office of the Secretary, at 325 Holguin Road, Vado, New Mexico 88072.

The title of the Resolution is:

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY
RESOLUTION NO. FY2020-01

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT AGREEMENT BY AND AMONG THE NEW MEXICO COLONIAS INFRASTRUCTURE BOARD (“CIB”) AND THE NEW MEXICO FINANCE AUTHORITY (“FINANCE AUTHORITY,” AND COLLECTIVELY WITH THE CIB, THE “LENDERS/GRANTORS”) AND THE LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY (THE “BORROWER/GRANTEE”), FOR THE BENEFIT OF THE COLONIAS OF BRAZITO, MESQUITE, DEL CERRO, LA MESA, VADO, BERINO, MONTANA VISTA, JOY DRIVE SUBDIVISION, LAS PALMERAS, ORGAN, MOUNTAIN VIEW, BUTTERFIELD PARK, CATTLELAND AND A PORTION OF ANTHONY, IN THE TOTAL AMOUNT OF \$247,152, EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF DESIGNING EAST MESA SERVICE AREA WATER SYSTEM IMPROVEMENTS, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT OF \$39,544 SOLELY FROM NET SYSTEM REVENUES AND ACCEPTANCE OF A GRANT AMOUNT OF \$207,608; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/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 LOAN/GRANT AGREEMENT.

A general summary of the subject matter of the Resolution is contained in its title. This notice constitutes compliance with NMSA 1978, § 6-14-6, as amended.

[End of Form of Notice of Adoption for Publication]

PASSED, APPROVED AND ADOPTED THIS 17TH DAY OF JULY, 2019.

LOWER RIO GRANDE PUBLIC WATER
WORKS AUTHORITY, DONA ANA COUNTY,
NEW MEXICO

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

Those Voting Aye:

Those Voting Nay:

Those Absent:

_____ () Members of the Governing Body having voted in favor of the motion, the Chairman declared the motion carried and the Resolution adopted, whereupon the Chairman and 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 upon motion duly made, seconded and carried, was adjourned.

LOWER RIO GRANDE PUBLIC WATER
WORKS AUTHORITY, DONA ANA COUNTY,
NEW MEXICO

By _____
Mike McMullen, Chairman

[SEAL]

ATTEST:

By _____
Esperanza Holguin, Secretary

[Remainder of page intentionally left blank.]

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

I, Esperanza Holguin, the duly qualified and acting Secretary of the Lower Rio Grande Public Water Works Authority (the “Borrower/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 Borrower/Grantee (the “Governing Body”), had and taken at a duly called regular meeting held at 325 Holguin Road, Vado, New Mexico 88072, on July 17, 2019, at the hour of 9:30 a.m., insofar as the same relate to the adoption of Resolution No. FY2020-01 and the execution and delivery of the proposed Loan/Grant Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

2. The 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 the meeting was given in compliance with the permitted methods of giving notice of meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, § 10-15-1, as amended, including the Borrower/Grantee's open meetings Resolution No. FY2020-01, adopted and approved on May 15, 2019, in effect on the date of the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of July, 2019.

LOWER RIO GRANDE PUBLIC WATER WORKS
AUTHORITY, DONA ANA COUNTY, NEW MEXICO

By _____
Esperanza Holguin, Secretary

EXHIBIT "A"

Notice of Meeting, Meeting Agenda

\$247,152

**COLONIAS INFRASTRUCTURE PROJECT FUND
LOAN/GRANT AGREEMENT**

Dated

August 23, 2019

By and Among the

**COLONIAS INFRASTRUCTURE BOARD
and the
NEW MEXICO FINANCE AUTHORITY,
as Lenders/Grantors,**

and the

**LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY
Doña Ana County, New Mexico,
as Borrower/Grantee.**

**COLONIAS INFRASTRUCTURE PROJECT FUND
LOAN/GRANT AGREEMENT**

THIS LOAN/GRANT AGREEMENT (the “Agreement”) dated August 23, 2019, is entered into by and among the **COLONIAS INFRASTRUCTURE BOARD** (the “CIB”) and the **NEW MEXICO FINANCE AUTHORITY** (the “Finance Authority”) (collectively, the “Lenders/Grantors”), and the **LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY** in Doña Ana County, New Mexico, (the “Borrower/Grantee”) for the benefit of the Colonias of Brazito, Mesquite, Del Cerro, La Mesa, Vado, Berino, Montana Vista, Joy Drive Subdivision, Las Palmeras, Organ, Mountain View, Butterfield Park, Cattleland, and a portion of Anthony (the “Colonias”).

W I T N E S S E T H:

WHEREAS, the CIB is a public body duly organized and created pursuant to the laws of the State of New Mexico (the “State”), particularly the Colonias Infrastructure Act, NMSA 1978, §§ 6-30-1 through 6-30-8, as amended (the “Colonias Infrastructure Act” or the “Act”); and

WHEREAS, the Finance Authority is a public body politic and corporate, separate and apart from 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 “Finance Authority Act”); and

WHEREAS, the Act creates the Colonias Infrastructure Project Fund (the “Fund”) in the Finance Authority, to be administered by the Finance Authority to originate grants or loans to Qualified Entities for Qualified Projects recommended by the CIB; and

WHEREAS, the Borrower/Grantee is a Political Subdivision of the State, being a legally and regularly created, established, organized and existing public water works authority under the general laws of the State and more specifically, NMSA 1978, § 73-26-1, as amended; and

WHEREAS, there exists within the boundaries or service area of the Borrower/Grantee, the Colonias, communities that have been designated as Colonias within the meaning of the Act; and

WHEREAS, the Borrower/Grantee will be receiving the Loan/Grant for the benefit of the Colonia and the public the Borrower/Grantee serves; and

WHEREAS, pursuant to the Act, Board Rules and the Policies, the CIB and the Finance Authority are authorized to make loans/grants to Qualified Entities from the Fund for Qualified Projects; and

WHEREAS, the Borrower/Grantee submitted an application dated December 12, 2019, for the Project; and

WHEREAS, the CIB has determined that the Project is a qualifying Project and that the Borrower/Grantee is a Qualified Entity under the Board Rules; and

WHEREAS, the CIB on April 30, 2019, recommended to the Finance Authority that the Borrower/Grantee receive financial assistance from the Fund in the form of the Loan/Grant, for the benefit of the Colonias and the CIB has recommended that the Finance Authority enter into and administer this Agreement; and

WHEREAS, the Finance Authority approved the Loan/Grant Amount from the Fund to the Borrower/Grantee on May 23, 2019; and

WHEREAS, pursuant to the Board Rules and the Policies, the Borrower/Grantee will receive ten percent (10%) of its funding as a loan, in order to ensure the long-term solvency of the Fund by providing annual streams of revenue available to fund additional Qualified Projects; and

WHEREAS, the Borrower/Grantee is willing to pledge the Pledged Revenues to the payment of the Loan and grant a lien to the Finance Authority on the Pledged Revenues subordinate to all other liens thereon present and future, except that any present and future loans from the Finance Authority to the Borrower/Grantee pursuant to the Act or the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, as amended, shall be on a parity with this Loan/Grant; and

WHEREAS, the obligation of the Borrower/Grantee under this Agreement shall constitute a special, limited obligation of the Borrower/Grantee, limited to the Pledged Revenues, and shall not constitute a general obligation or other indebtedness of the Borrower/Grantee or a charge upon the general credit or ad valorem taxing power of the Borrower/Grantee, or the State; and

WHEREAS, the execution, performance, and delivery of this Agreement have been authorized, approved, and directed by the Governing Body pursuant to the Resolution; and

WHEREAS, the execution and performance of this Agreement have been authorized, approved, and directed by all necessary and appropriate action of the CIB and the Finance Authority and their respective officers.

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

ARTICLE I DEFINITIONS

Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Agreement unless the context clearly requires otherwise. Capitalized terms not defined in the recitals and defined in this Article I shall have the same meaning when used in this Agreement including the foregoing recitals, unless the context clearly requires otherwise.

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

“Application” means the Colonias Infrastructure Project Fund Application for Funding dated December 12, 2018, of the Borrower/Grantee and pursuant to which the Borrower/Grantee requested funding for the Project.

“Authorized Officers” means, with respect to the Borrower/Grantee, any one or more of the Chairman, the Finance Manager, the General Manager and Secretary thereof; with respect to the Finance Authority, the Chairman, Vice-Chairman 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; and with respect to the CIB, any one or more of the Chairperson or the Vice-Chairperson, Secretary and the Treasurer thereof, and any other officer or employee of the Finance Authority or of the CIB designated in writing by an Authorized Officer thereof.

“Board Rules” means Review and Selection of Colonias Infrastructure Projects, New Mexico Colonias Infrastructure Board, Sections 2.91.2.1 through 2.91.2.18 NMAC.

“Closing Date” means the date of execution of this Agreement by the Borrower/Grantee, the CIB, and the Finance Authority.

“Colonia” or “Colonias” means a Colonia as defined in the Act, and more particularly in NMSA 1978, § 6-30-3(C), as amended, and particularly the Colonias of Brazito, Mesquite, Del Cerro, La Mesa, Vado, Berino, Montana Vista, Joy Drive Subdivision, Las Palmeras, Organ, Mountain View, Butterfield Park, Cattleland, and a portion of Anthony.

“Conditions” means (1) all readiness to proceed requirements established for the Loan/Grant by the Finance Authority and the CIB; (2) all requirements set forth in the Term Sheet; (3) all requirements outlined in Section 2.1(p) and Section 5.1; (4) a determination that the disbursement applied for does not exceed any limitation upon the amount payable for any Eligible Item pursuant to the Act, the Board Rules, and the Policies.

“Department of Finance and Administration” or “DFA” means the department of finance and administration of the State.

“Eligible Fiscal Agent Fees” means fees and costs incurred by a fiscal agent for the administration of Project funds, including the collection and reporting of Project information as required by this Agreement in an amount not exceeding five percent (5%) of the Loan/Grant Amount.

“Eligible Items” means eligible Project costs for which loans/grants may be made pursuant to Title 2, Chapter 91, Part 2 NMAC, the Board Rules and applicable Policies, and includes costs of acquiring and constructing the Project, and, without limitation, Eligible Legal Costs and Eligible Fiscal Agent Fees.

“Eligible Legal Costs” means legal fees and costs for services rendered by legal counsel on behalf of the Borrower/Grantee for transaction of the Project and those directly associated with the Qualified Project in an amount not exceeding ten percent (10%) of the Loan/Grant Amount, but does not include adjudication services.

“Event of Default” means one or more events of default as defined in Section 9.1 of this Agreement.

“Final Debt Service Schedule” means the schedule of Loan Payments due on this Agreement following the Final Requisition, as determined on the basis of the Loan Amount.

“Final Requisition” means the final requisition of moneys to be submitted by the Borrower/Grantee, which shall be submitted by the Borrower/Grantee on or before the expiration of the Interim Period as provided in Section 4.4 of this Agreement. .

“Fiscal Year” means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Borrower/Grantee as its fiscal year.

“Force Majeure” means acts of God and natural disasters; strikes or labor disputes; war, civil strife or other violence; an order of any kind of the Government of the United States or of the State or civil or military authority or any court of competent jurisdiction; or any other act or condition that was beyond the reasonable control of, without fault or negligence of, or not reasonably foreseeable by the party claiming the Force Majeure event; except for (i) general economic conditions; or (ii) an inability of a party claiming the Force Majeure event to pay any debts when due.

“Generally Accepted Accounting Principles” means the officially established accounting principles applicable to the Borrower/Grantee consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the Finance Authority establishing accounting principles applicable to the Borrower/Grantee.

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

“Grant” or “Grant Amount” means the amount provided to the Borrower/Grantee as a grant pursuant to this Agreement for the purpose of funding the Project and shall equal 84% of the amount disbursed during the Interim Period not to exceed \$207,608.

“Gross Revenues” means all income and revenues directly or indirectly derived by the Borrower/Grantee from the operation and use of the System for any particular Fiscal Year or period to which term is applicable. In the event there is a conflicting description of Gross

Revenues in any Ordinance or Resolution of the Borrower/Grantee, the language of such Ordinance or Resolution shall control.

“Hardship Waiver” means a determination by the Finance Authority pursuant to Section 4.1(a)(ii) herein that the annual principal payment by the Borrower/Grantee should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves.

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

“Interest Component” means the portion of each Loan Payment paid as interest on this Agreement, if any, as shown on Exhibit “C” hereto.

“Interim Debt Service Schedule” means the anticipated schedule of Loan Payments due on this Agreement following the Final Requisition, assuming disbursement of the entire Loan Amount within twenty four (24) months of the Closing Date. The Interim Debt Service Schedule is attached hereto as Exhibit “C”.

“Interim Period” means the period no greater than twenty four (24) months, unless a longer period is approved by the Finance Authority as provided in Section 4.4 of this Agreement, beginning on the Closing Date, during which the Finance Authority will disburse moneys to the Borrower/Grantee to pay costs of the Project.

“Lenders/Grantors” means the CIB and the Finance Authority.

“Loan” or “Loan Amount” means 16% of the amount disbursed to the Borrower/Grantee as during the Interim Period for the purpose of funding the Project and shall not equal more than \$39,544.

“Loan/Grant” or “Loan/Grant Amount” means the combined amount distributed to the Borrower/Grantee during the Interim Period partially as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to this Agreement for the purpose of funding the Project and shall not equal more than \$247,152.

“Loan Payments” means, collectively, the Principal Component and interest, if any, to be paid by the Borrower/Grantee as payment of this Agreement as shown on Exhibit “C” hereto.

“Local Match” means the amount determined pursuant to the Policies to be provided by the Borrower/Grantee which includes the total value of the soft or hard match (each as defined in the Policies) which, in combination with the Loan/Grant Amount and other monies available to the Borrower/Grantee, is sufficient to complete the Project. The Local Match is \$9,562.

“Net System Revenues” means the Gross Revenues of the System minus Operation and Maintenance Expenses, indirect charges, amounts expended for capital replacements and repairs,

required set asides for debt and replacement requirements, and any other payments from the gross revenues reasonably required for operation of the System.

“NMAC” means the New Mexico Administrative Code.

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

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System. In the event there is a conflicting description of Operation and Maintenance Expenses in any Ordinance or Resolution of the Borrower/Grantee, the language of such Ordinance or Resolution shall control.

“Parity Obligations” means this Agreement, and any other obligations, now outstanding or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on parity with this Agreement, as shown on the Term Sheet.

“Pledged Revenues” means the Net System Revenues of the Borrower/Grantee pledged to the payment of the Loan Payments pursuant to the Resolution and this Agreement and described in the Term Sheet.

“Policies” means the Colonias Infrastructure Project Fund Project Selection and Management Policies, approved by the CIB.

“Political Subdivision of the State” means a municipality, a county, water and sanitation district, an association organized and existing pursuant to the Sanitary Projects Act, NMSA 1978, § 3-29-1 through § 3-29-21, as amended, or any other entity recognized by statute as a political subdivision of the State.

“Principal Component” means the portion of each Loan Payment paid as principal on this Agreement as shown on Exhibit “C” attached hereto.

“Project” means the project described on the Term Sheet.

“Project Account” means the book account, if any, established by the Finance Authority in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, which shall be kept separate and apart from all other accounts of the Finance Authority.

“Qualified Entity” means a county, municipality, or other entity recognized as a Political Subdivision of the State pursuant to NMSA 1978, § 6-30-3(F), as amended.

“Qualified Project” means a capital outlay project recommended by the CIB to the Finance Authority for financial assistance that is primarily intended to develop Colonias

infrastructure. A Qualified Project may include a water system, a wastewater system, solid waste disposal facilities, flood and drainage control, roads or housing infrastructure pursuant to NMSA 1978, § 6-30-3(G), as amended, but does not include general operation and maintenance, equipment, housing allowance payments or mortgage subsidies.

“Resolution” means the Borrower/Grantee Resolution No. FY2020-01 adopted by the Governing Body on July 17, 2019, authorizing the acceptance of the Loan/Grant, approving this Agreement and pledging the Pledged Revenues to the payment of the Loan Payments as shown on the Term Sheet.

“Senior Obligations” means the USDA Loan 91-02BP, maturing in 2040; USDA Loan 93-09/93-27, maturing in 2052; USDA Loan 91-14, maturing in 2049; USDA Loan 91-04, maturing in 2052; USDA Loan 92-13, Matures in 2052; USDA Loan 91-15, Matures in 2052; USDA Loan 92-19, maturing in 2052; USDA Loan 91-02LRG, maturing in 2054; and NMFA PPRF-2601, maturing in 2041; and any other obligations hereafter issued with a superior lien on the Pledged Revenues as defined in the Term Sheet, and meeting the requirements of the Agreement applicable to the issuance of Senior Obligations.

“State” means the State of New Mexico.

“System” means the water utility system of the Borrower/Grantee, owned and operated by the Borrower/Grantee, and of which the Project, when completed, will form part.

“Term Sheet” means Exhibit “A” attached to this Agreement.

“Useful Life” means the period during which the Project is expected to be usable for the purpose for which it was acquired, which is 12.0 years.

ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES OF THE BORROWER/GRANTEE

Section 2.1 Representations, Covenants and Warranties of the Borrower/Grantee: The Borrower/Grantee represents, covenants and warrants for the benefit of the Finance Authority as follows:

(a) Binding Nature of Covenants; Enforceability. All representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee contained in this Agreement shall be deemed to be the representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee to the full extent authorized or permitted by law, and such representations, covenants, stipulations, obligations and agreements shall be binding upon the Borrower/Grantee and its successors and enforceable in accordance with their terms, and upon any board or body to which any powers or duties affecting such representations, covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

(b) Authorization of Agreement. The Borrower/Grantee is a Qualified Entity as defined in the Act and the Board Rules. Pursuant to the laws of the State and in particular, the laws governing its creation and existence, as amended and supplemented from time to time, the Borrower/Grantee is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. The Borrower/Grantee has duly authorized and approved its acceptance of the Loan/Grant and the execution and delivery of this Agreement and the other documents related to the transaction described in this Agreement, and this Agreement and the other documents related to the transaction to which the Borrower/Grantee is a party constitute legal, valid and binding special obligations of the Borrower/Grantee enforceable against the Borrower/Grantee in accordance with their respective terms.

(c) Necessity of Project. The completion and operation of the Project under the terms and Conditions provided in this Agreement are necessary, convenient, and in furtherance of the governmental purposes of the Borrower/Grantee and are in the best interest of the Borrower/Grantee and the Colonias and the constituent public the Borrower/Grantee serves.

(d) Useful Life. The Agreement Term is not greater than the Useful Life of the Project, and in any event shall not exceed thirty (30) years.

(e) Nature and Use of Agreement Proceeds. The Borrower/Grantee acknowledges that the proceeds of the Loan/Grant Amount shall be distributed pro rata as the Loan Amount and Grant Amount. The Borrower/Grantee shall apply the proceeds of the Loan/Grant solely to Eligible Items that will facilitate the completion of the Project, and shall not use the Loan/Grant proceeds for any other purpose. The Loan/Grant Amount, together with the Local Match and other moneys reasonably expected to be available to the Borrower/Grantee, is sufficient to complete the Project in its entirety.

(f) Lien. The Loan Payments constitute an irrevocable lien on the distribution on the Pledged Revenues, the priority of which is consistent with that shown on the Term Sheet.

(g) Payment of Loan Amount. The Borrower/Grantee shall promptly pay the Loan Payments as provided in this Agreement, except when a Hardship Waiver is obtained pursuant to Section 4.1(a)(ii) of this Agreement. The Loan Payments shall be payable solely from Pledged Revenues and nothing in this Agreement shall be construed as obligating the Borrower/Grantee to make the Loan Payments from any general or other fund of the Borrower/Grantee other than the Pledged Revenues; however, nothing in this Agreement shall be construed as prohibiting the Borrower/Grantee in its sole and absolute discretion, from making such payments from any moneys which may be lawfully used, and which are legally available, for that purpose.

(h) No Breach or Default Caused by Agreement. Neither the execution and delivery of this Agreement and the other documents related to the transaction, nor the fulfillment of or compliance with the terms and Conditions in this Agreement and the other documents related to the transaction, nor the consummation of the transactions contemplated herein and therein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Borrower/Grantee is a party or by which the

Borrower/Grantee is bound, or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Borrower/Grantee or its properties are subject, or constitutes a default under any of the foregoing.

(i) Irrevocable Enactments. While this Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for payment of this Agreement, including the Resolution, shall be irrevocable until the Project has been fully acquired and completed, and the Loan Amount, including all principal and interest that has been repaid, or provision made for payment thereof, shall not be subject to amendment or modification in any manner which would result in any use of the proceeds of this Agreement in a manner not permitted or contemplated by the terms hereof. The Borrower/Grantee shall not impair the rights of the Finance Authority or of any holders of bonds or other obligations payable from the Pledged Revenues while this Agreement is outstanding.

(j) No Litigation. To the knowledge of the Borrower/Grantee, no litigation or proceeding is pending or threatened against the Borrower/Grantee or any other person affecting the right of the Borrower/Grantee to execute or deliver this Agreement and the other documents related to the transaction or to comply with its obligations under this Agreement and the other documents related to the transaction.

(k) Agency Approval. Neither the execution and delivery of this Agreement and the other documents related to the transaction by the Borrower/Grantee nor compliance by the Borrower/Grantee with the obligations under this Agreement and the other documents related to the transaction, 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.

(l) No Event of Default. No event has occurred and no condition exists which, with the giving of notice or the passage of time or upon the execution and delivery of this Agreement or the other documents related to the transaction, would constitute an Event of Default on the part of the Borrower/Grantee under this Agreement and the other documents related to the transaction.

(m) Pledged Revenues Not Budgeted. The portion of the Pledged Revenues necessary to pay the Loan Payments, as and when due, is not needed or budgeted to pay current or anticipated Operation and Maintenance Expenses or other expense of the Borrower/Grantee.

(n) Borrower/Grantee's Existence. The Borrower/Grantee will maintain its legal identity and existence so long as this Agreement remains outstanding unless another Political Subdivision of the State, State agency, or other entity by operation of law succeeds to the liabilities, rights and duties of the Borrower/Grantee under this Agreement without adversely affecting to any substantial degree the privileges and rights of the Lenders/Grantors.

(o) Budgeting of Pledged Revenues. The Pledged Revenues will be sufficient to make the Loan Payments, as and when due. The Borrower/Grantee will adequately budget for the Loan Payments and other amounts payable by the Borrower/Grantee under this Agreement.

(p) Use of Project; Continuing Covenant. During the Agreement Term, the Borrower/Grantee will at all times use the Project for the benefit of the Borrower/Grantee and the public it serves. The engineering design or engineering feasibility reports shall not involve or anticipate a sale, lease, mortgage, pledge, or the relocation or disposal of any part of the product or system designed during its Useful Life; provided, however, that if the Project is a joint project of the Borrower/Grantee and other qualifying entities (as defined by the Act), the Borrower/Grantee and the other qualifying entities may, with the express written approval of the Finance Authority and not otherwise, enter into an agreement allocating ownership and operational and maintenance responsibilities for the Project during the term of the Agreement. Any such agreement shall provide that the Lenders/Grantors, or either of them, shall have the power to enforce the terms of this Agreement, without qualification, as to each and every qualifying entity (as defined by the Act) other than the Borrower/Grantee, owning or operating any portion of the Project during the term of the Agreement. The Borrower/Grantee will operate and maintain the Project, so that it will function properly over its Useful Life.

(q) Expected Coverage Ratio. The Pledged Revenues are reasonably expected to equal or exceed—from the Fiscal Year in which the Closing Date occurs and, on an ongoing basis during each Fiscal Year of the Agreement Term—one hundred percent (100%) of the maximum annual principal and interest due on all outstanding obligations of the Borrower/Grantee payable from the Pledged Revenues.

(r) Right to Inspect. The Finance Authority shall have the right to inspect at all reasonable times all records, accounts and data relating to the System and to inspect the System and all properties comprising the System, and the Borrower/Grantee shall supply such records, accounts, and data as are requested by the Finance Authority, within thirty (30) days of receipt of such request, written or oral.

(t) Records and Reporting. The Borrower/Grantee shall maintain financial records in accordance with Generally Accepted Accounting Principles throughout the Agreement Term, and in the event that the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14 does not apply, conduct an audit of the Project's financial records if requested by the CIB or the Finance Authority and provide any and all other information and access to the Project as requested by the CIB or the Finance Authority.

(u) Acquisition and Completion. The Borrower/Grantee shall proceed expeditiously to complete the Project and shall commence the Project in a commercially reasonable timeframe following the Closing Date. Further, the Borrower/Grantee hereby agrees that in order to effectuate the purposes of this 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 and efficiently in accord with all applicable laws, ordinances, resolutions and regulations relating to the acquisition and completion of the Project and use of the Loan/Grant proceeds. The plans and specifications for the Project shall incorporate available technologies and operational design for water use efficiency described in the approved plans and specifications. No Loan/Grant funds shall be used for items not constituting Eligible Items.

(v) Use of Grant Proceeds for Construction; Other Qualified Entities. If any of the proceeds of the Loan/Grant are used for construction, the Borrower/Grantee shall operate and maintain the Project in good operating condition and repair at all times during the Useful Life of the Project, so that the Project will function properly over the Useful Life of the Project; provided, that if any portion of the Project will be constructed, installed, located, completed or extended on real property owned by a Qualified Entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may, prior to any use of the Loan/Grant funds for the Project on such real property, obtain the written agreement of such other Qualified Entity to perform these obligations with respect to such real property (and the portion of the Project to be constructed, installed, located, completed or extended on such real property), which written agreement shall be subject to approval by the Lenders/Grantors and shall include an express statement by such other Qualified Entity that the Lenders/Grantors are third party beneficiaries of such written agreement.

(w) Local Match. The Local Match is legally available for the Project, has been applied or set aside by the Borrower/Grantee solely for the purposes of the Project and sufficient evidence of the Local Match has been provided and will be continued to be provided as part of the Borrower/Grantee's quarterly reporting as outlined in Section 7.1 and as otherwise requested by the Finance Authority.

(x) Rate Covenant. The Borrower/Grantee covenants that it will at all times fix, charge and collect such rates and charges as shall be required in order that in each Fiscal Year in which the Loan is outstanding the Gross Revenues shall at least equal the Operation and Maintenance Expenses of the System for the Fiscal Year, plus one hundred percent (100%) of the maximum annual principal and interest payments due on all outstanding obligations payable from the Pledged Revenues.

(y) Audit Requirement. During the Agreement Term the Borrower/Grantee shall comply with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, as amended, and upon request, provide the Finance Authority with a copy of any review or audit, report of agreed upon procedures, or any other document prepared pursuant to or required by the State Audit Act.

(z) Executive Order 2013-006 Requirements. The Borrower/Grantee has and will meet the requirements of Executive Order 2013-006 prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and the readiness to proceed requirements established for the Loan/Grant by the Finance Authority and the CIB.

(aa) Other Liens. Other than as provided in the Term Sheet, there are no liens or encumbrances of any nature, whatsoever, on or against the System or the revenues derived from the operation of the same.

ARTICLE III AGREEMENT TERM

The Agreement Term shall commence on the Closing Date and shall terminate upon the earliest of the following events: (a) submission and acceptance of a completed Form of Certificate of Completion, Exhibit “D”, and repayment of the Loan Amount and Interest or (b) the exercise by the Finance Authority to terminate the Agreement pursuant to an Event of Default as outlined in Section IX of this Agreement.

ARTICLE IV LOAN/GRANT TO THE BORROWER/GRANTEE; INVESTMENT OF MONEYS

Section 4.1 Loan and Grant to the Borrower/Grantee.

(a) Loan to the Borrower/Grantee. The Finance Authority hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from and agrees to pay to the order of the Finance Authority, an amount equal to the Loan Amount, with the principal amount of the Loan Amount being payable as provided by Article VI and Exhibit “C” of this Agreement. The Loan Amount shall be pre-payable by the Borrower/Grantee at the conclusion of the Interim Period without penalty.

(i) Subordinate Nature of Loan Amount Obligation. The obligation of the Borrower/Grantee to make the Loan Payments shall be subordinate to all other indebtedness secured by the Pledged Revenues existing on the Closing Date and, further, that may in the future be secured by the Pledged Revenues; except, however, that the obligation of the Borrower/Grantee to make the Loan Payments shall be on parity with any other obligation, present or future, of the Borrower/Grantee to repay a loan provided by the Finance Authority pursuant to the Act or the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, as amended.

(ii) Hardship Waivers of Payment. Each year while any portion of the Loan Amount remains outstanding, if a Borrower/Grantee has encountered an unforeseeable hardship, the Borrower/Grantee may apply in writing on or before April 1st to the Finance Authority for forgiveness of the annual Loan Payment coming due on June 1 of the same year. The Borrower/Grantee shall submit its application to the Finance Authority for a determination by the Finance Authority, in cooperation with DFA, and shall submit sufficient documentation of the existence of the unforeseeable hardship as is reasonably required by the Finance Authority, in cooperation with DFA, to make a determination. The Borrower/Grantee shall promptly respond to additional requests for information from the Finance Authority or DFA. Such application for a Hardship Waiver shall be executed by the Authorized Officers of the Borrower/Grantee. The Finance Authority shall communicate the decision to the Borrower/Grantee in writing. In the event of a determination of unforeseeable hardship, the Loan Payment otherwise due on June 1 of that year shall be forgiven. If no unforeseeable hardship is found to exist, the Loan Payment shall remain outstanding and due and payable in accordance with the terms of this Agreement.

(iii) Constitutional and Statutory Debt Limitations. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the CIB, the Finance Authority, the State or the Borrower/Grantee within the meaning of any constitutional or statutory debt limitation.

(b) Grant to the Borrower/Grantee. The Lenders/Grantors hereby grant to the Borrower/Grantee and the Borrower/Grantee hereby accepts from the Lenders/Grantors an amount equal to the Grant Amount subject to the terms of this Agreement.

(c) Project Account. The Finance Authority may establish and maintain the Project Account as a book account only, on behalf of the Borrower/Grantee, which account shall be kept separate and apart from all other accounts of the Finance Authority.

Section 4.2 Investment of Borrower/Grantee's Accounts. Money on deposit in the Borrower/Grantee's accounts created hereunder and held by the Finance Authority may be invested by the Finance Authority for the credit of the Fund.

Section 4.3 Loan/Grant Amount Does Not Exceed Total Cost. The sum of the Grant Amount, the Loan Amount, and the Local Match (and as set forth on the Term Sheet) does not exceed the cost of the Project, which, along with other moneys reasonably expected to be available to the Borrower/Grantee, is sufficient to complete the Project.

Section 4.4 Final Requisition. The Final Requisition shall be submitted by the Borrower/Grantee within the Interim Period. The Interim Period may be extended only as approved in writing by an Authorized Officer of the Finance Authority, based on the Borrower/Grantee's demonstration, to the reasonable satisfaction of the Authorized Officer of the Finance Authority that unanticipated circumstances resulted in delaying the acquisition and completion of the Project, and submission of the Borrower/Grantee's Final Requisition.

ARTICLE V LOAN/GRANT AMOUNT DISBURSEMENT CONDITIONS

Section 5.1 Conditions Precedent to Disbursement of Loan/Grant Amount. Prior to the payment of any requisition of the Loan/Grant Amount or any portion thereof by the Finance Authority from the Fund, the following conditions shall be satisfied:

(a) The Finance Authority shall have determined that the Borrower/Grantee has met the Conditions established for the Loan/Grant; and

(b) Prior to disbursement of any portion of the Loan/Grant Amount for planning and design, the Borrower/Grantee shall have provided written assurance addressed to the Finance Authority and signed by an attorney (or shall have provided a title insurance policy) that the Borrower/Grantee has proper title to or easements, rights of way, or permits on the real property upon or through which the planning and design phase is to be conducted, or if acquisition and completion of the Project does not require physical or visual access to existing lands or facilities, the Borrower/Grantee shall have provided written assurance addressed to the Finance Authority and signed by an attorney certifying that no title to, easements, rights of way, or permits are necessary to acquire and complete the Project; and

(c) If any portion of the Project will be installed, constructed, located, completed or extended on real property owned by a Qualified Entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee shall have provided written assurance addressed to the Finance Authority and signed by an attorney (or shall have provided a title insurance policy) that such other Qualified Entity has proper title to such real property; and

(d) The Borrower/Grantee shall be in compliance with the provisions of this Agreement; and

(e) No Event of Default has occurred; and

(f) The Borrower/Grantee shall have provided any other information requested by the Finance Authority or CIB in its absolute discretion including documentation sufficient to make a determination whether any requested disbursement is for payment of Eligible Items and is fully consistent with the Act, the Board Rules, and the Policies, as applicable.

Section 5.2 Accounting for Amounts Credited to the Project Account. So long as Section 5.1 has been complied with and all Conditions to the disbursement of the Loan/Grant Amount have been satisfied (including approval of all plans and specifications), 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 Borrower/Grantee, supported by certification by the Borrower/Grantee's project architect, engineer, or such other authorized representative of the Borrower/Grantee that the amount of the disbursement request represents the progress of design, acquisition or other Project-related activities accomplished as of the date of the disbursement request, the Finance Authority shall seek funds sufficient to satisfy the request and, upon receipt of those funds disburse from the Fund, amounts which together are sufficient to pay the requisition in full or that portion approved by the Finance Authority in its sole discretion. The certification provided pursuant to this Section 5.2 in support of the requisition must be acceptable in form and substance to the Finance Authority. The Borrower/Grantee shall provide such records or access to the Project as the Finance Authority, and, at its request, the CIB, in the discretion of each, may request in connection with the approval of the Borrower/Grantee's requisition requests made hereunder.

Section 5.3 Acknowledgment and Non-liability for Funding Interruption. The Borrower/Grantee hereby acknowledges that the Finance Authority may be required to seek or request funds to satisfy the request outlined in Section 5.2 from an agency, instrumentality or other Political Subdivision of the State and that the Lenders/Grantors may have no control or authority over those entities. The Borrower/Grantee hereby agrees to waive on behalf of itself and indemnify and hold the Lenders/Grantors harmless from any and all third party claims, liability or damage that may or could be caused as a result of a delay or denial of funds related to or arising from the procedure described above or any other mechanism necessary or required to request, secure or process funds.

Section 5.4 No Disbursement for Prior Expenditures Except upon Approval. No disbursement shall be made from the Fund, of the Loan/Grant Amount, or any portion thereof,

without the approval of the Finance Authority to reimburse any expenditure made prior to the approval date of the award by the Finance Authority Board.

Section 5.5 Completion of Disbursement of Loan/Grant Funds. Upon completion of the Project an Authorized Officer of the Borrower/Grantee shall deliver a certificate to the Finance Authority and the CIB, substantially in the form of Exhibit "E" attached hereto, stating that, to his or her knowledge, that the Project has been completed. No portion of the Loan/Grant Amount shall be disbursed after the expiration of the Interim Period.

Section 5.6 Application of Project Account Subsequent to Disbursement of Loan/Grant Amount; Termination of Pledge. Upon the first to occur of either (a) completion of the disbursement of the Loan/Grant Amount as signified by delivery of the completion certificate contemplated in Section 5.5 hereof; or (b) the earlier expiration of the time allowed for disbursements of Loan/Grant funds as provided in Section 5.5 hereof, the Finance Authority shall transfer the amounts remaining on deposit in the Project Account, if any, to such other fund permitted by law. Upon such entry, the pledge of the Project Account, if any, established in this Agreement shall terminate.

ARTICLE VI LOAN PAYMENTS BY THE BORROWER/GRANTEE

Section 6.1 Loan to the Borrower/Grantee; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The Finance Authority hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from the Finance Authority an amount not to exceed the Loan Amount. The Borrower/Grantee promises to pay, but solely from the sources pledged herein, the Loan Payments and other amounts owed by the Borrower/Grantee as herein provided. Subject to any outstanding Parity Obligations and Senior Obligations, the Borrower/Grantee does hereby grant a lien on and a security interest in and does hereby convey, assign and pledge unto the Finance Authority and unto its successors in trust forever all right, title and interest of the Borrower/Grantee in and to (i) the Pledged Revenues to the extent required to pay the Loan Payments, and other amounts owed by the Borrower/Grantee as herein provided, subject to and subordinate to all other pledges of the Pledged Revenues existing on the Closing Date and, further, that may exist in the future (except only that the pledge of the Pledged Revenues herein shall be on a parity with any other pledge of the Pledged Revenues by the Borrower/Grantee to repay any obligations issued by the Lender/Grantor pursuant to the Act or the Water Project Finance Act); (ii) the Loan/Grant Amount including the Project Account; and (iii) all other rights hereinafter granted, for the securing of the Borrower/Grantee's obligations under this Agreement, including payment of the Loan Payments and other amounts owed by the Borrower/Grantee as herein provided, however, that if the Borrower/Grantee, its successors or assigns, shall pay, or cause to be paid, all Loan Payments at the time and in the manner contemplated by this Agreement, and shall pay all other amounts due or to become due under this Agreement in accordance with its terms and provisions then, upon such final payment, this Agreement and the rights created thereby shall terminate; otherwise, this Agreement shall remain in full force and effect.

The schedule of Loan Payments, assuming the disbursement of the entire Loan/Grant Amount within twenty-four (24) months after the Closing Date, identified as the Interim Debt Service Schedule, is attached to this Agreement as Exhibit “C”. Within thirty (30) days after the Final Requisition is made, the Finance Authority shall provide a Final Debt Service Schedule, reflecting the amount of the Loan/Grant Amount actually disbursed to the Governmental Unit pursuant to this Agreement. Such Final Debt Service Schedule shall supersede the schedule attached hereto as Exhibit “C”.

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Borrower/Grantee and the Finance Authority acknowledge and agree that the obligations of the Borrower/Grantee hereunder are limited to the Pledged Revenues; and that this Agreement with respect to the Loan Amount and other amounts owed by the Borrower/Grantee as herein provided, and that the Agreement shall constitute a special, limited obligation of the Borrower/Grantee. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Borrower/Grantee or the State within the meaning of any constitutional or statutory debt limitation. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Borrower/Grantee moneys other than the Pledged Revenues, nor shall any provision of this Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Borrower/Grantee moneys other than the Pledged Revenues. In addition, to the extent not required for the payment of obligations of the Borrower/Grantee hereunder, the Pledged Revenues may be utilized by the Borrower/Grantee for any other purposes permitted by law.

Section 6.2 Deposit of Payments of Loan Amount to Colonias Infrastructure Project Fund. All Loan Payments made by the Borrower/Grantee to the Finance Authority to repay the Loan Amount and interest thereon, if any, shall be deposited into the Colonias Infrastructure Project Fund.

Section 6.3 Manner of Payment. The Loan Amount shall be payable by the Borrower/Grantee to the Finance Authority in annual installments of principal payable on June 1 after expiration of the Interim Period and continuing through the expiration of the last Loan Payment due as outlined in the Final Debt Service Schedule. All payments of the Borrower/Grantee hereunder shall be paid in lawful money of the United States of America to the Finance Authority at the address designated in Section 10.1 of this Agreement. The obligation of the Borrower/Grantee to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder. Notwithstanding any dispute between the Borrower/Grantee and the Finance Authority, any vendor or any other person, the Borrower/Grantee shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Borrower/Grantee assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 6.4 Borrower/Grantee May Budget for Payments. The Borrower/Grantee may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally

available funds to make the Loan Payments and other amounts owed by the Borrower/Grantee hereunder; provided, however, the Borrower/Grantee has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

Section 6.5 Lender/Grantor's Release of Lien and Further Assurances. Upon payment in full of the Loan Amount and other amounts owed by the Borrower/Grantee as herein provided in this Agreement and upon written request from the Borrower/Grantee, the Finance Authority agrees to execute a release of lien and to give such further assurances as are reasonably necessary to ensure that the Finance Authority no longer holds or maintains any lien or claim against the Pledged Revenues.

ARTICLE VII ADMINISTRATION

Section 7.1 Borrower/Grantee Reporting to Lenders/Grantors. The Borrower/Grantee shall provide the Lenders/Grantors with a quarterly written report substantially in the form of Exhibit "D" attached hereto, or other report format as designated by the Finance Authority, and signed by an Authorized Officer of the Borrower/Grantee. The first quarterly report shall be due on September 30, and subsequent reports shall be due on each March 31, June 30, September 30 and December 31 thereafter until the report date next following final distribution of the Loan/Grant funds. The description of the status of the Project in each quarterly report shall include, among other information, (a) a comparison of actual and anticipated requests for distributions of Loan/Grant funds as of the report date with those anticipated as of the Closing Date, (b) a description of actual and anticipated changes in the cost estimates for the Project as of the report date compared with those anticipated as of the Closing Date, and (c) a description of the percentage of completion of the Project.

Section 7.2 Application of Project Account Subsequent to Disbursement of Loan/Grant Funds. Upon the completion of the Project as signified by delivery of the completion certificate required by Section 5.5 hereof, the Finance Authority shall determine, by reference to the Project Account, if any, whether any portion of the authorized Loan/Grant Amount remains unexpended. If any of the Loan/Grant Amount remains unexpended, the funds shall be transferred by the Finance Authority to the appropriate account or fund in accordance with applicable law and the Borrower/Grantee shall have no right to access the funds.

Section 7.3 Further Assurances and Corrective Instruments. The Lenders/Grantors and the Borrower/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 correcting any inadequate or incorrect description of the Project or of the Pledged Revenues and carrying out the intention hereof.

Section 7.4 Representatives of Lenders/Grantors or of Borrower/Grantee. Whenever under the provisions hereof the approval of the Lenders/Grantors, collectively or individually, or the Borrower/Grantee is required, or the Borrower/Grantee, or the Lenders/Grantors, collectively or individually, are required to take some action at the request of any of them, such approval or such request shall be given for the Lenders/Grantors, collectively or individually, or for the

Borrower/Grantee, by an Authorized Officer of the Lenders/Grantors, collectively or individually, or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 7.5 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 Borrower/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 Borrower/Grantee.

Section 7.6 Required Contract Provisions. The Borrower/Grantee shall require the following provisions in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party:

(a) There shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin;

(b) Any contractor or subcontractor providing construction services in connection with the Project shall post a performance and payment bond in accordance with the requirements of NMSA 1978, § 13-4-18, as amended; and

(c) Any contractor or subcontractor providing construction services in connection with the Project shall comply with the prevailing wage laws in accordance with the requirements of NMSA 1978, § 13-4-11, as amended.

Section 7.7 Little Miller Act. To the extent NMSA 1978, § 13-4-1 et seq., (the “Little Miller Act”) is applicable to the Project, the Borrower/Grantee shall comply with the requirements of the “Little Miller Act”. If bonding requirements of the Little Miller Act are not applicable to the Project, the Borrower/Grantee will require that the contractor to whom is given any contract for construction appertaining to the Project supply a performance bond or bonds satisfactory to the Borrower/Grantee. Any sum or sums derived from said performance bond or bonds shall be used within six (6) months after such receipt for the completion of said construction, and if not so used within such period, shall be treated as Gross Revenues.

ARTICLE VIII INSURANCE; NON-LIABILITY OF LENDERS/GRANTORS

Section 8.1 Insurance. The Borrower/Grantee shall carry general liability insurance or participate in the State’s risk-management program and, to the extent allowed by the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 through 41-4-30, as amended, shall and hereby agrees to name the Lenders/Grantors as additional insureds with respect to all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition, completion or implementation of the Project or otherwise during the Agreement Term; provided, that if any portion of the Project will be constructed, located, completed or extended on real

property owned by a Qualifying Entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may obtain the written agreement of such other Qualifying Entity to perform these insurance/risk-management program requirements for Borrower/Grantee with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall include an express statement by such other Qualifying Entity that the Lenders/Grantors are third party beneficiaries of such written agreement.

Section 8.2 Non-Liability of Lenders/Grantors.

(a) Lenders/Grantors shall not be liable in any manner for the Project, Borrower/Grantee's use of the Loan/Grant, the acquisition, implementation, construction, installation, ownership, operation or maintenance of the Project, or any failure to act properly by the Borrower/Grantee or any other owner or operator of the Project.

(b) Lenders/Grantors shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the Finance Authority for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

(c) To the extent permitted by law, the Borrower/Grantee shall and hereby agrees to indemnify and save the Finance Authority and the CIB harmless against and from all claims, by or on behalf of any person, firm, corporation, or other legal entity, arising from the acquisition or operation of the Project during the Agreement Term, from: (i) any act of negligence or other misconduct of the Borrower/Grantee, or breach of any covenant or warranty by the Borrower/Grantee hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition or operation of the Project in excess of the Loan/Grant Agreement proceeds and interest on the investment thereof. The Borrower/Grantee shall indemnify and save the Finance Authority and the CIB harmless, from and to the extent of the available Pledged Revenues, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the Finance Authority or the CIB, shall defend the Finance Authority or the CIB, as applicable, in any such action or proceeding.

ARTICLE IX EVENTS OF DEFAULT AND REMEDIES

Section 9.1 Events of Default Defined. For purposes of this Article IX, the term Lenders/Grantors shall mean the Finance Authority on behalf of the CIB pursuant to the Board Rules. Any one of the following shall be an "Event of Default" under this Agreement:

(a) Failure by the Borrower/Grantee to pay any amount required to be paid under this Agreement on the date on which it is due and payable; or

(b) Failure by the Borrower/Grantee to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement for a period

of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower/Grantee by the Lenders/Grantors, collectively or individually, unless the Lenders/Grantors, collectively or individually 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 Lenders/Grantors but cannot be cured within the applicable thirty (30) day period, the Lenders/Grantors, collectively or individually, will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Borrower/Grantee within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of Force Majeure the Borrower/Grantee is unable to carry out the agreements on its part herein contained, the Borrower/Grantee shall not be deemed in default under this paragraph 9.1(b) during the continuance of such inability (but Force Majeure shall not excuse any other Event of Default); or

(c) Any warranty, representation or other statement by or on behalf of the Borrower/Grantee contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement is determined to be false or misleading in any material respect in the sole discretion of the Finance Authority or CIB; or

(d) A petition is filed against the Borrower/Grantee under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the Finance Authority shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests; or

(e) The Borrower/Grantee files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or

(f) The Borrower/Grantee admits insolvency or bankruptcy or its inability to pay its debt as they become due or is generally not paying its debt as such debt become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Borrower/Grantee for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the Finance Authority shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests.

(g) Default by the Borrower/Grantee in performance or observance of any covenant contained in any other loan agreement, document or instrument of any type whatsoever evidencing or securing obligations of the Borrower/Grantee to the Finance Authority.

Section 9.2 Limitations on Remedies. A judgment requiring payment of money entered against the Borrower/Grantee shall be paid only from available Pledged Revenues unless the Borrower/Grantee in its sole discretion pays the judgment from other available funds.

Section 9.3 Remedies on Default. Whenever any Event of Default has occurred and is continuing, and subject to Section 9.4 hereof, the Lenders/Grantors, collectively or individually, may take whatever of the following actions may appear necessary or desirable to enforce performance of any agreement of the Borrower/Grantee in this Agreement:

- (a) File a mandamus proceeding or other action or proceeding or suit at law or in equity to compel the Borrower/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 Agreement;
- (c) Cease disbursing any further amounts from the Project Account;
- (d) Demand that the Borrower/Grantee immediately repay the Loan/Grant Amount or any portion thereof if such funds were not utilized in accordance with this Agreement;
- (e) File a suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Lenders/Grantors, collectively or individually; or
- (f) Intervene in judicial proceedings that affect this Agreement or the Pledged Revenues; or
- (g) Cause the Borrower/Grantee to account as if it were the trustee of an express trust for all of the Pledged Revenues; or
- (h) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Agreement or to enforce any other of their rights hereunder.

The Borrower/Grantee shall be responsible for reimbursing the Lenders/Grantors for any and all fees and costs incurred in enforcing the terms of this Agreement.

Section 9.4 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lenders/Grantors, collectively or individually, 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 Borrower/Grantee or the Lenders/Grantors 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 Lenders/Grantors, collectively or individually, may, in the respective discretion of each, waive any Event of Default hereunder and

the consequences of any such Event of Default; provided, however, all expenses of the Lenders/Grantors, collectively or individually, in connection with such Event of Default shall have been paid or provided for. Such waiver shall be effective only if made by a 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 Lenders/Grantors, collectively or individually, on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Lenders/Grantors 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.

Section 9.7 Agreement to Pay Attorneys' Fees and Expenses. In the event that the Borrower/Grantee shall default under any of the provisions hereof, and the Finance Authority or the CIB shall employ attorneys or incur other expenses for the collection of payments hereunder, or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower/Grantee herein contained, the Borrower/Grantee agrees that it shall, on demand therefor, pay to the Finance Authority or the CIB, as applicable, the fees of such attorneys and such other expenses so incurred, to the extent such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Borrower/Grantee under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues.

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 Borrower/Grantee, to:

Lower Rio Grande Public Water Works Authority
Attn: General Manager
325 Holguin Road
Vado, New Mexico 88072

If to the CIB or to the Finance Authority, to:

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

The Borrower/Grantee or the Lenders/Grantors may, by 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 Agreement shall inure to the benefit of and shall be binding upon the Lenders/Grantors and the Borrower/Grantee and their respective successors and assigns, if any.

Section 10.3 Integration. This Agreement and any other agreements, certifications and commitments entered into between the Lenders/Grantors and the Borrower/Grantee on the Effective Date constitute the entire agreement of the parties regarding the Loan/Grant and the funding of the Project through the Loan/Grant as of the Effective Date, and the terms of this Agreement supersede any prior applications, discussions, understandings or agreements between or among the parties in connection with the Loan/Grant, to the extent such prior applications, discussions, understandings or agreements are inconsistent with this Agreement.

Section 10.4 Amendments. This Agreement may be amended only with the written consent of all of the parties to this Agreement. The consent of the Finance Authority for amendments not affecting the terms of payment of the loan component of this Agreement may be given by an Authorized Officer of the Finance Authority. The execution of any such consent by an Authorized Officer of the Finance Authority shall constitute his or her determination that such amendment does not affect the terms of payment of the loan component of this Agreement.

Section 10.5 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Lenders/Grantors, either directly or through the Finance Authority or the CIB, or against any officer, employee, director or member of the Borrower/Grantee, past, present or future, as an individual so long as such individual was acting in good faith. 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 Borrower/Grantee, the CIB or of the Finance Authority is hereby expressly waived and released by the Borrower/Grantee, the CIB and the Finance Authority as a condition of and in consideration for the execution of this Agreement.

Section 10.6 Severability. In the event that any provision of this Agreement, other than the obligation of the Borrower/Grantee to make the Loan Payments, 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 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 Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. Pursuant to NMSA 1978, § 6-21-26, as

amended, the venue for any proceedings or any other action or procedure against the Finance Authority shall be in Santa Fe County.

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 Agreement.

Section 10.10 Application of Act and Board Rules. The Lenders/Grantors and the Borrower/Grantee expressly acknowledge that this Agreement is governed by provisions and requirements of the Act and the Board Rules, as amended and supplemented, and all applicable provisions and requirements of the Act and the Board Rules are incorporated into this Agreement by reference.

Section 10.11 CONSENT TO JURISDICTION. THE BORROWER/GRANTEE IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE DOCUMENTS SIGNED IN CONNECTION WITH THIS TRANSACTION WILL BE LITIGATED IN THE FIRST JUDICIAL DISTRICT COURT, SANTA FE COUNTY, NEW MEXICO, PURSUANT TO SECTION 6-21-26, NMSA.

[Remainder of page intentionally left blank.]

[Signature pages follow.]

IN WITNESS WHEREOF, the Finance Authority, on behalf of itself, and the CIB, on behalf of itself, each have executed this Agreement, which was approved by the CIB on April 30, 2019, and by the Finance Authority's Board of Directors on May 23, 2019, in their respective corporate names by their duly Authorized Officers; and the Borrower/Grantee has caused this Agreement to be executed and attested by duly Authorized Officers thereof. All of the above are effective as of the date first above written.

LENDERS/GRANTORS:

NEW MEXICO FINANCE AUTHORITY

By _____
Chief Executive Officer or Designee

COLONIAS INFRASTRUCTURE BOARD

By _____
Chairperson or Vice-Chairperson

Prepared for Execution by Officers of the
New Mexico Finance Authority and the
Colonias Infrastructure Board:

SUTIN, THAYER & BROWNE
A PROFESSIONAL CORPORATION

By _____
Suzanne Wood Bruckner

Approved for Execution by Officers of the
New Mexico Finance Authority and the
Colonias Infrastructure Board:

By _____
Daniel C. Opperman,
Finance Authority General Counsel

BORROWER/GRANTEE:

LOWER RIO GRANDE PUBLIC WATER
WORKS AUTHORITY, DONA ANA COUNTY,
NEW MEXICO

By _____
Mike McMullen, Chairman

[SEAL]

ATTEST:

By _____
Esperanza Holguin, Secretary

5142109.docx

EXHIBIT "A"

TERM SHEET

\$247,152 COLONIAS INFRASTRUCTURE PROJECT LOAN/GRANT TO THE
LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY,
DOÑA ANA COUNTY, NEW MEXICO

Project Description:	The Project is infrastructure development in accordance with the Act consisting of improvements to a water system, but does not include general operation and maintenance, equipment, housing allowance payments or mortgage subsidies and is more specifically described as design for the East Mesa Service area well improvements and shall include such other related work and revisions necessary to complete the Project.
Grant Amount:	\$207,608
Loan Amount:	\$39,544
Interest Component:	0%
Pledged Revenues:	Net System Revenues, as defined in the Resolution
Outstanding Parity Obligations for Pledged Revenues:	NMFA Loan DW-2710, maturing in 2034; NMFA Loan DW-3394, maturing in 2038; NMFA Loan DW-4213, maturing in 2050; and NMFA Loan DW-4796, maturing in 2041
Outstanding Senior Obligations for Pledged Revenues:	USDA Loan 91-02BP, maturing in 2040; USDA Loan 93-09/93-27, maturing in 2052; USDA Loan 91-14, maturing in 2049; USDA Loan 91-04, maturing in 2052; USDA Loan 92-13, maturing in 2052; USDA Loan 91-15, maturing in 2052; USDA Loan 92-19, maturing in 2052; USDA Loan 91-02LRG, maturing in 2054; and NMFA PRPF-2601, maturing in 2041
Outstanding Parity Obligations for Pledged Revenues: (Super Subordinate)	NMFA Loan WTB-0223, maturing in 2032; NMFA Loan WTB-0252, maturing in 2032; NMFA Loan CIF-2766, maturing in 2033; NMFA Loan CIF-3156, maturing in 234; and NMFA Loan CIF-3161, maturing in 2034

Authorizing Legislation: Borrower/Grantee Resolution No. FY2020-01, adopted July 17, 2019

Local Match: \$9,562 as calculated pursuant to Section 2.5 of the Policies

Closing Date: August 23, 2019

Project Account Deposit: \$247,152

Conditions to be satisfied prior to first disbursement of the Loan/Grant Amount:

Delivery to Finance Authority of (i) a copy of the agenda of the meeting of the Governing Body at which the Resolution was adopted and at which this Agreement, the Resolution and all other Loan/Grant documents were authorized by the Governing Body (the “Meeting”), certified as a true and correct copy by the Secretary of the Borrower/Grantee, (ii) a copy of the minutes or record of proceedings of the Meeting, approved and signed by the Chairman and attested to by the Secretary of the Borrower/Grantee, and (iii) a copy of the notice of meeting for the Meeting evidencing compliance with the Borrower/Grantee’s Open Meetings standards in effect on the date of the Meeting.

Other Conditions applicable to the Loan/Grant:

All Conditions defined in the Agreement.

EXHIBIT "B"

**FORM OF REQUISITION
(Colonias Infrastructure Project Fund)**

RE: \$247,152 Loan/Grant Agreement by and between the Colonias Infrastructure Board and the New Mexico Finance Authority, as Lender/Grantor, and the Lower Rio Grande Public Water Works Authority as Borrower/Grantee (the "Agreement").

Loan/Grant No. CIF-4915

Closing Date: August 23, 2019

TO: NEW MEXICO FINANCE AUTHORITY

You are hereby authorized to disburse from the Project Account - Lower Rio Grande Public Water Works Authority with regard to the above-referenced Agreement, the following:

I. PAYMENT INFORMATION

REQUISITION NO. _____ PAYMENT AMOUNT: \$ _____

PAYEE'S NAME: _____

PAYEE'S ADDRESS: _____

II. REQUISITION INFORMATION

If this Requisition includes multiple Vendors, Eligible Item Categories or Payment Purposes, please itemize below or attach separate page.

Vendor Name _____

Total Amount \$ _____ Invoice No.(s) _____

Purpose of Payment _____

Eligible Item Category _____

Vendor Name _____

Total Amount \$ _____ Invoice No.(s) _____

Purpose of Payment _____

Eligible Item Category _____

Vendor Name _____

Total Amount \$ _____ Invoice No.(s) _____

Purpose of Payment _____

Eligible Item Category _____

III. WIRING INFORMATION:

BANK NAME:	
ROUTING NUMBER:	
ACCOUNT NUMBER:	

IV. MATCH INFORMATION

AMOUNT OF LOCAL MATCH EXPENDED SINCE LAST REQUISITION: \$ _____
Attach proof of expenditures for hard match (cancelled check, wire transfer receipt) and written certification of type and value of any soft match.

AMOUNT OF LOCAL MATCH EXPENDED TO DATE: \$ _____
TOTAL: \$ _____

V. VERIFICATION AND AUTHORIZATION

Each obligation, item of cost or expense mentioned herein is for a loan/grant made by the Lender/Grantor pursuant to the Colonias Infrastructure Act to the Borrower/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 Project Account – Lower Rio Grande Public Water Works Authority. All representations contained in the Agreement, the related closing documents remain true and correct, and the Borrower/Grantee is not in breach of any of the covenants contained therein.

The proceeds of the Loan/Grant are to be used to pay the costs of Eligible Items, as defined in the Agreement. Eligible Items include (1) planning, designing, construction, improving or expanding a qualified project; (2) developing engineering feasibility reports for Qualified Projects; (3) inspecting construction of Qualified Projects; (4) providing professional services; (5) completing environmental assessments or archeological clearances and other surveys for Qualified Projects; (6) acquiring land, water rights, easements or rights of way; (7) eligible legal costs and eligible fiscal agent fees associated with development of Qualified Projects, within limits set by the Colonias Infrastructure Board (“CIB”).

All construction and all installation of equipment with proceeds of the Loan/Grant has or will be used in accordance with plans and/or specifications approved by all entities required by the CIB and the New Mexico Finance Authority in their sole discretion to approve such plans and specifications, has or will be acquired in compliance with applicable procurement laws and regulations and has or will be inspected and approved in accordance with applicable laws and regulations.

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

DATE: _____

AUTHORIZED OFFICER
(Chairman or Secretary)

Title: _____

EXHIBIT “C”

PAYMENT PROVISIONS OF THE LOAN

The Loan Amount shall be payable by the Borrower/Grantee to the Lenders/Grantors in twenty (20) annual installments of principal pursuant to the attached debt service schedule, beginning June 1, 2022 and ending June 1, 2041. The Loan Amount shall be pre-payable upon expiration of the Interim Period without penalty.

EXHIBIT "D"

**COLONIAS INFRASTRUCTURE PROJECT FUND STATUS REPORT
PREPARED FOR THE
NEW MEXICO FINANCE AUTHORITY**

Fund Recipient Names: Lower Rio Grande Public Water Works Authority	CIF Project Number: CIF-4915 CIF Project Name: East Mesa Service area water system improvements
Recipient Contact:	Project Type:
Phone Number:	
Quarterly Project Report <input type="checkbox"/> Final <input type="checkbox"/> Other <input type="checkbox"/> _____ Report Period: From - ____ / ____ / ____ To - ____ / ____ / ____	
Contract Expiration: _____ Total CIB Award: \$ _____ Current Balance: \$ _____ Loan % 16% Grant % 84% Local Match % _____ Expected CIF Award Expenditure Next Quarter: \$ _____ Amount of Local Match Expended to Date: \$ _____ Expected Local Match Expenditure Next Quarter: \$ _____ Project Phase: Planning <input type="checkbox"/> Design <input type="checkbox"/> Construction <input type="checkbox"/>	
PROJECT TIME: Original Completion Date: _____ Current Completion Date: _____ Days Remaining for Completion _____ Percent Project is Complete _____% On Schedule? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Briefly Describe Project Progress During This Reporting Period:	
Issues Addressed During This Period (Indicate any current and/or anticipated issues that remain unresolved):	

Goals/Milestones With Timeline or Dates For The Next Reporting Period:	
Name and Title of Authorized Representative: <i>(Print)</i> Date: _____	Authorized Representative Signature:

EXHIBIT "E"

FORM OF CERTIFICATE OF COMPLETION

RE: \$247,152 Agreement by and between the Colonias Infrastructure Board and the Finance Authority, as Lenders/Grantors, and the Lower Rio Grande Public Water Works Authority, as Borrower/Grantee (the "Agreement")

Loan/Grant No. CIF-4915

Closing Date: August 23, 2019

TO: NEW MEXICO FINANCE AUTHORITY

I, _____, the _____ of the
[Name] [Title or position]

Borrower/Grantee, hereby certify as follows:

1. The project described in the Agreement (the "Project"), or the applicable phase of the project if funding was for a phased Project, was completed and placed in service on _____, 20__.

2. The total cost of the Project was \$ _____.

3. Cost of the Project paid from the Loan/Grant Amount was \$ _____.

4. The portion of the Loan/Grant Amount unexpended for the Project is \$ _____.

5. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Agreement.

This certificate shall not be deemed to prejudice or affect any rights of or against third parties which exist at the date of this certificate or which may subsequently come into being.

LOWER RIO GRANDE PUBLIC WATER WORKS
AUTHORITY, DONA ANA COUNTY, NEW MEXICO

By _____

Its _____

EXHIBIT “F”

DOCUMENTS

1. Open Meetings Act Resolution No. FY2019-30 adopted by the Borrower/Grantee on May 15, 2019;
2. Resolution No. FY2020-01 adopted on July 17, 2019, Agenda, and Affidavits of Publication of Notice of Adoption of Resolution in the *Las Cruces Sun News*;
3. Loan/Grant Agreement
4. General and No Litigation Certificate of the Borrower/Grantee;
5. Delivery, Deposit and Cross-Receipt Certificate;
6. Right of Way Certificate (to be executed prior to construction funding)
7. Borrower’s Counsel Opinion
8. Approving Opinion of Sutin, Thayer & Browne A Professional Corporation, Loan/Grant Counsel to the Finance Authority
9. Finance Authority Application and Project Approval (informational only)
10. Written consent of existing lenders to Colonias loan, if required.



www.lrgauthority.org

LOWER RIO GRANDE

Public Water Works Authority

Resolution #FY2020-02

Approving Fourth Quarter Budget for Fiscal Year 2019

Whereas, in order to comply with Sections 6-6-1 and 6-6-2 NMSA 1978 and to apply for CDBG funding, the Board of Directors wishes to adopt and pass a resolution to approve the FY2019 Fourth Quarter Budget on July 17, 2019.

Therefore, be it resolved, the Board of Directors adopts and passes this resolution to approve the FY2019 Fourth Quarter Budget officially approved on July 17, 2019.

PASSED, APPROVED, AND ADOPTED: July 17, 2019

Mike McMullen, Chairman

Seal:

Esperanza Holguin, Secretary



LOWER RIO GRANDE

Public Water Works Authority

Special District of
LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

COUNTY OF DONA ANA

Resolution No. FY2020-03

A
RESOLUTION
ADOPTING THE FY 2021-2025 INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN
(ICIP)

- WHEREAS, the county/municipality/tribal entity/chapter/special district of Lower Rio Grande Public Water Works Authority recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and
- WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and
- WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and
- WHEREAS, this process contributes to local and regional efforts in project identification and selection in short and long range capital planning efforts.

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

1. The special district has adopted the attached FY 2021-2025 Infrastructure Capital Improvement Plan, and
2. It is intended that the Plan be a working document and is the first of many steps toward improving rational, long- range capital planning and budgeting for New Mexico's infrastructure.
3. This Resolution supersedes Resolution No. FY2019-02.

PASSED, APPROVED and ADOPTED by the governing body at its meeting of July 17, 2019.

Mike McMullen, Board Chair

SEAL:

ATTEST:

Esperanza Holguin, Secretary

Infrastructure Capital Improvement Plan FY 2021-2025

ICIP for Lower Rio Grande Public Water Works Authority

Contact: Martin G. Lopez
325 Holguin Road Box C
Vado, NM 88072

Telephone No.: 575-571-3628

Email Address: martin.lopez@lrgauthority.org

County: Dona Ana

Entity Type: SD

Procurement Officer Name: Kathi Jackson

Telephone No.: 575-233-3947

Email Address: kathi.jackson@lrgauthority.org

Financial Officer Name: Kathi Jackson

Telephone No.: 575-233-3947

Email Address: kathi.jackson@lrgauthority.org

Executive Order 2013-006 Compliance

Is your entity compliant with Executive Order 2013-006? Yes

Does your entity have an asset management plan and/or inventory listing of capital assets? Yes

Entity Planning: Process, Nature/Effect/Options/Recommendations of Trends

Process

The Lower Rio Grande Public Water Works Authority represents the successful grassroots regionalization effort of nine mutual domestic associations in southern Dona Ana County. The five original mutual domestics that joined together in this effort are the Berino MDWC & MSWA, Desert Sands MDWCA, La Mesa MDWCA, Mesquite MDWC & MSWA, and Vado MDWCA. The Butterfield Park, Organ, and Brazito mutual domestics merged with the Authority in 2012, and the Valle Del Rio Water System was purchased by the Authority in 2016. The High Valley MDWCA merged with the Lower Rio Grande PWWA in 2018. This regional effort currently serves a combined total of more than 500 wastewater and 5,000 residential water connections plus four schools, several dairies, and various small commercial enterprises in fourteen federally-designated Colonias, including Las Palmeras, Montana Vista, the Joy Drive Subdivision, Vado, Del Cerro, La Mesa, Berino, Mesquite, Brazito, Organ, Butterfield Park, Moongate, Cattleland, Mountainview, and Brazito. The Authority has established an emergency back-up water interconnect with the Alto de las Flores MDWCA in San Miguel and provides contract O&M for the system. The Authority also provides contract O&M for the Talavera MDWCA.

The Authority holds public meetings for public input regarding capital improvements. Capital improvements are also discussed at monthly meetings of the Board of Directors. Staff and management provide input. The Board of Directors chooses projects based on critical needs of the system.

The Authority has submitted funding applications for projects but will not know about funding decisions prior to the ICIP adoption date.

Goals

The goals of the Lower Rio Grande Public Water Works Authority include:

- *Developing a regional solution to water quality and availability issues by interconnecting and upgrading existing infrastructure.
- *Developing additional water supplies and treatment options for short-term and long-term sustainability.
- *Developing public and private partnerships to extend water and sewer service to unserved areas.
- *Developing partnerships in support of neighboring community water and sewer systems.
- *Continuing to develop partnerships to make high speed internet available.
- *Continuing to support economic development efforts, quality of life improvements, and energy efficiency upgrades.

Factors/Trends Considered

Residential, commercial, and industrial development of the communities served by the Lower Rio Grande Public Water Works Authority have been impeded by water quality and availability issues, including arsenic, nitrate, and fluoride contamination and poor fire flow. Additionally, there are 16 facilities, primarily dairies, in the process of submitting and implementing a plan to abate pollution of subsurface water in accordance with the requirements and provisions of 20.6.2.4000 through 20.6.2.4115 NMAC. It is the goal of the Lower Rio Grande PWWA to address these and other issues as much as possible to provide for the sustainable development of the communities served by the Authority. The Authority is also going into new areas with unknown environmental issues and concerns.

Infrastructure Capital Improvement Plan FY 2021-2025

Lower Rio Grande Public Water Works Authority Project Summary

ID	Year	Rank	Project Title	Category	Funded to date						Total Project Cost	Amount Not Yet Funded	Phases?
						2021	2022	2023	2024	2025			
22905	2021	001	Water System Rehabilitation & Improvements	Water - Water Supply	50,000	2,451,573	3,479,347	3,275,671	0	0	9,256,591	9,206,591	Yes
30435	2021	002	Central Office & Warehouse Facility	Facilities - Administrative Facilities	3,285,619	800,000	0	0	0	0	4,085,619	800,000	No
21300	2021	003	Water Supply and Treatment Plant	Water - Water Supply	961,684	5,000,000	0	0	0	0	5,961,684	5,000,000	No
21301	2021	004	Authority Brazito Sewer Project	Water - Wastewater	8,774,860	14,728,000	0	0	0	0	23,502,860	14,728,000	No
24026	2021	005	System-Wide Information Technology Standardization	Equipment - Other	67,000	1,080,000	150,000	100,000	250,000	0	1,647,000	1,580,000	Yes
30447	2021	006	Water Master Plan	Water - Water Supply	60,000	50,000	0	0	0	0	110,000	50,000	No
34438	2021	007	Close Wetlands	Water - Wastewater	250,000	50,000	0	0	0	0	300,000	50,000	No
19248	2021	008	Authority Interconnect Looping Project	Water - Water Supply	0	100,000	0	0	0	0	100,000	100,000	No
25096	2021	009	Heavy Equipment Purchase	Equipment - Other	220,000	571,000	100,000	100,000	100,000	100,000	1,191,000	971,000	Yes
30449	2021	010	Contaminant Removal Facilities and Equipment	Water - Water Supply	0	600,000	600,000	600,000	0	0	1,800,000	1,800,000	Yes
25937	2022	001	40 Year Water Plan Update	Water - Water Supply	0	0	75,000	0	0	0	75,000	75,000	No
22906	2022	002	Light Equipment Purchase	Equipment - Other	160,145	0	160,000	90,000	90,000	80,000	580,145	420,000	Yes
27612	2025	001	Green Projects	Other - Other	0	0	0	0	0	100,000	100,000	100,000	No
25920	2025	002	Water Rights Purchase	Water - Water Rights	0	0	0	0	0	1,800,000	1,800,000	1,800,000	Yes
34436	2025	003	Water Audit	Water - Water Supply	0	0	0	0	0	50,000	50,000	50,000	No

Infrastructure Capital Improvement Plan FY 2021-2025

34437	2025	004	Production Meters	Water - Water Supply	0	0	0	0	0	250,000	250,000	250,000	No
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Number of projects:	16												
	Funded to date:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:	Total Not Yet Funded:					
Grand Totals	13,829,308	25,430,572	4,564,347	4,165,671	440,000	2,380,000	50,809,896	36,980,592					

Infrastructure Capital Improvement Plan FY2021-2025

ICIP Capital Project Description

Year/Rank 2021 001 **Priority:** High **ID:**22905
Project Title: Water System Rehabilitation & Improvements **Class:** Renovate/Repair **Type/Subtype:** Water - Water Supply
Contact Name: Karen Nichols **Contact Phone:** 915-203-2057 **Contact E-mail:** karen.nichols@lrgauthority.org
Total project cost: 10,492,197 **Proposed project start date:** Summer 2020
Project Location: 325 Holguin Road Vado NM 88072 **Latitude:** 320705.25N **Longitude:** 1063946.02W
Legislative Language: To plan, design, construct, purchase and equip water system rehabilitation and improvements for the Lower Rio Grande Public Water Works Authority in Dona Ana County.
Scope of Work: This project will plan, design, and construct water system rehabilitation and system-wide improvements including rehab or replacement of aging and inadequate water system components including wells, booster pumping stations, tanks and other facilities, pipeline connections, looping, line extensions, replacing and upgrading existing water line, bores, and improvements at the neighborhood level, purchasing and installing valves, hydrants, equipment, and appurtenances. Phase I incl permit acquisition, PER amendment to include the Brazito water system and extending service to unserved areas, design, and construction for water line extensions to unserved areas, drying beds to the arsenic treatment facilities, and pump control valves. Phase II incl removing old tank and booster pump, rehab and improvement of wells, well houses, booster stations, power and control system upgrades and distribution line upgrades. Phase III incl tank rehab, valve and control optimization, well and well house rehab, distribution line upgrades, and more power and control system upgrades. Phase IV incl consolidating water rights for specific wells and relocating them, tank rehab, power and control system upgrades, and distribution line upgrades. A PER was completed by an engineer for some elements including some well and tank rehab. The PER will need to be amended to include all project elements. Archaeological and environmental studies, design, permit acquisition, and construction are still necessary. Funding has been received for some project elements as evidenced in project budget but those elements have not been completed yet.

Secured and Potential Funding Budget:						
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.						
Please complete table below with all secured and potential funding sources.						
Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	50,000	Yes	50,000	0	2018	
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	50,000		50,000	0		

Infrastructure Capital Improvement Plan FY2021-2025

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.									
		Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
				2021	2022	2023	2024	2025	
Water Rights	N/A	0	0	0	0	0	0	0	0
Easements and Rights of Way	No	0	32,258	10,756	26,891	0	0	0	69,905
Acquisition	N/A	0	0	0	0	0	0	0	0
Archaeological Studies	Yes	0	0	0	0	0	0	0	0
Environmental Studies	Yes	0	0	0	0	0	0	0	0
Planning	No	0	0	0	0	0	0	0	0
Design (Engr./Arch.)	No	50,000	448,304	297,834	433,780	0	0	0	1,229,918
Construction	No	0	1,971,011	3,170,757	2,815,000	0	0	0	7,956,768
Furnishing/Equipment	No	0	0	0	0	0	0	0	0
TOTALS		50,000	2,451,573	3,479,347	3,275,671	0	0	0	9,256,591
Amount Not Yet Funded			9,206,591						

PHASING BUDGET							
Can this project be phased? Yes							
Phasing: Stand Alone: No Multi-Phased: Yes							
A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.							
A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.							
If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.							
Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	2,451,573	No	Yes	Yes	No	Yes	12
2	3,479,347	No	Yes	Yes	No	Yes	12

Infrastructure Capital Improvement Plan FY2021-2025

3	3,275,671	No	Yes	Yes	No	Yes	12
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	9,206,591						

Has your local government/agency budgeted for operating expenses for the project when it is completed?							Yes
If no, please explain why:							
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL	
Annual Operating Expenses plus Debt Service	3,000	3,000	3,000	3,000	3,000	15,000	
Annual Operating Revenues	3,000	3,000	3,000	3,000	3,000	15,000	

Does the project lower operating costs?

Yes

If yes, please explain and provide estimates of operating savings

System upgrades will reduce future operation and maintenance costs.

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. The LRGPWWA is a regional water system.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. The project manager will be in charge of oversight for the project.

Infrastructure Capital Improvement Plan FY2021-2025

- (f) **Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy?** Yes
If yes, please explain. The availability of water is a prerequisite for economic growth and development.
- (g) **Does the project benefit all citizens within a recognized region, district or political subdivision?** Yes
If yes, please explain and provide the number of people that will benefit from the project. 4,000
- (h) **Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable?** No
Emergencies must be documented by a Subject Matter Expert.
If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

Infrastructure Capital Improvement Plan FY2021-2025

ICIP Capital Project Description

Year/Rank 2021 002 **Priority:** High **ID:**30435
Project Title: Central Office & Warehouse Facility **Class:** New **Type/Subtype:** Facilities - Administrative Facilities
Contact Name: Karen Nichols **Contact Phone:** 915-203-2057 **Contact E-mail:** karen.nichols@lrgauthority.org
Total project cost: 4,085,619 **Proposed project start date:** Summer 2020
Project Location: 325 Holguin Rd. Vado NM 88072 **Latitude:** 320721.87N **Longitude:** 1063931.32W
Legislative Language: To conduct environmental and archaeological studies, plan, design, construct, furnish, and equip a central office and warehouse facility for the Lower Rio Grande Public Water Works Authority in Dona Ana County.
Scope of Work: To plan, design, construct, furnish and equip a central office and warehouse facility, including landscaping, walkways, and site security, furnishings, information technology and communications equipment and related software, lab equipment, audio visual equipment, parking, solar parking shade structures, and storage buildings. The project is in design and will be put out to bid for construction upon completion of design.

Secured and Potential Funding Budget:						
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.						
Please complete table below with all secured and potential funding sources.						
Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	800,000	No	0	0		
NMFA	800,000	No	0	0		
FGRANT	800,000	No	0	0		
FLOAN	800,000	No	0	0		
NMFAL	800,000	No	0	0		
SLOAN	3,285,619	Yes	3,285,619	0	2018	
	0	No	0	0		
	0	No	0	0		
TOTALS	7,285,619		3,285,619	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.							
Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
		2021	2022	2023	2024	2025	

Infrastructure Capital Improvement Plan FY2021-2025

Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	No	15,000	0	0	0	0	0	15,000
Environmental Studies	No	15,000	0	0	0	0	0	15,000
Planning	No	50,000	0	0	0	0	0	50,000
Design (Engr./Arch.)	No	100,000	0	0	0	0	0	100,000
Construction	No	2,920,000	200,000	0	0	0	0	3,120,000
Furnishing/Equipment	No	185,619	600,000	0	0	0	0	785,619
TOTALS		3,285,619	800,000	0	0	0	0	4,085,619
Amount Not Yet Funded		800,000						

PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

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Has your local government/agency budgeted for operating expenses for the project when it is completed?	Yes					
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	20,000	20,000
Annual Operating Revenues	0	0	0	0	20,000	20,000

Does the project lower operating costs?

Yes

If yes, please explain and provide estimates of operating savings

Administrative and warehouse functions will be consolidations of other small facilities.

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) **How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement?** 16 years or more

(b) **Has the project had public input and buy-in?** Yes

(c) **Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele?** Yes

(d) **Regionalism - Does the project directly benefit an entity other than itself?** Yes

If yes, please list the other entity. The LRGPWWA is a regional organization.

(e) **Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget?** Yes

Please explain. The project manager will be in charge of oversight for the project.

(f) **Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy?** Yes

If yes, please explain. Water availability is a prerequisite for economic growth and development.

(g) **Does the project benefit all citizens within a recognized region, district or political subdivision?** Yes

If yes, please explain and provide the number of people that will benefit from the project. 5,000

(h) **Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and** No

Infrastructure Capital Improvement Plan FY2021-2025

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

Infrastructure Capital Improvement Plan FY2021-2025

ICIP Capital Project Description

Year/Rank 2021 003 **Priority:** High **ID:**21300
Project Title: Water Supply and Treatment Plant **Class:** New **Type/Subtype:** Water - Water Supply
Contact Name: Karen Nichols **Contact Phone:** 915-203-2057 **Contact E-mail:** karen.nichols@lrgauthority.org
Total project cost: 5,961,684 **Proposed project start date:** Summer 2020
Project Location: 325 Holguin Road Vado NM 88072 **Latitude:** 320721.87N **Longitude:** 1063931.32W
Legislative Language: To plan, design, construct, purchase, install, furnish and equip a water treatment plant for the Lower Rio Grande Public Water Works Authority in Dona Ana County.
Scope of Work: This project will plan, design, and construct a water treatment plant, including arsenic treatment, and a well. A water treatment plant and well will provide an additional source of water for many uses to the communities served by the Lower Rio Grande Public Water Works Authority. The PER has been approved and the design has been completed and approved.

Secured and Potential Funding Budget:						
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.						
Please complete table below with all secured and potential funding sources.						
Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
SGRANT	125,000	Yes	125,000	125,000	2009	
CAP	149,684	Yes	149,684	149,684	2009	
SGRANT	687,000	Yes	687,000	269,955	2012	
FGRANT	5,000,000	No	0	0		
CDBG	500,000	No	0	0		
NMFA	5,000,000	No	0	0		
CAP	5,000,000	No	0	0		
	0	No	0	0		
TOTALS	16,461,684		961,684	544,639		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.							
	Completed	Funded to Date	Estimated Costs Not Yet Funded				Total Project Cost
			2021	2022	2023	2024	
Water Rights	N/A	0	0	0	0	0	0

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Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	Yes	125,000	0	0	0	0	0	125,000
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	No	203,016	0	0	0	0	0	203,016
Design (Engr./Arch.)	No	633,668	0	0	0	0	0	633,668
Construction	No	0	5,000,000	0	0	0	0	5,000,000
Furnishing/Equipment	N/A	0	0	0	0	0	0	0
TOTALS		961,684	5,000,000	0	0	0	0	5,961,684
Amount Not Yet Funded		5,000,000						

PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: No Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

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Has your local government/agency budgeted for operating expenses for the project when it is completed?						Yes
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	10,000	10,000	10,000	10,000	10,000	50,000
Annual Operating Revenues	10,000	10,000	10,000	10,000	10,000	50,000

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

- (a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more
- (b) Has the project had public input and buy-in? Yes
- (c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes
- (d) Regionalism - Does the project directly benefit an entity other than itself? Yes
 If yes, please list the other entity. The LRGPWWA is a regional organization.
- (e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes
 Please explain. The project manager will be in charge of oversight for the project.
- (f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes
 If yes, please explain. Water availability is a prerequisite for economic growth and development.
- (g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes
 If yes, please explain and provide the number of people that will benefit from the project. 4,000
- (h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

Infrastructure Capital Improvement Plan FY2021-2025

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

Infrastructure Capital Improvement Plan FY2021-2025

ICIP Capital Project Description

Year/Rank 2021 004 **Priority:** High **ID:**21301
Project Title: Authority Brazito Sewer Project **Class:** New **Type/Subtype:** Water - Wastewater
Contact Name: Karen Nichols **Contact Phone:** 915-203-2057 **Contact E-mail:** karen.nichols@lrgauthority.org
Total project cost: 23,193,860 **Proposed project start date:** Summer 2020
Project Location: 885 Three Hawks Rd Mesilla Park NM 88047 **Latitude:** 321141.92N **Longitude:** 1064205.59W
Legislative Language: To acquire land, easements, and rights of way, and plan, design, construct, purchase and equip a sewer collection system extension for the Lower Rio Grande Public Water Works Authority in Dona Ana County.
Scope of Work: This project will acquire land, easements, and rights of way, plan, design, and construct a sewer collection system extension. This project will extend the sewer collection system from Mesquite to Brazito. This is a regional effort that began with a partnership between the Mesquite MDWCA, Brazito MDWCA, and Dona Ana County to extend sewer service from Mesquite to Brazito. The Colonia Community of Brazito has over 500 dwellings, all of which are on individual septic tanks and leach fields. This project will also extend sewer service to two neighborhoods in Mesquite that do not currently have sewer service. A PER and environmental documents are under review by Rural Development and may need to be amended. Phase 1 - easement, row, and permit acquisition, plan and design. Phases 2-4 - design and construct. The PER, environmental studies, and archaeological studies were completed by an engineering firm. The PER may need to be amended by an engineering firm. Funding has been acquired for easements, acquisition, design, and construction. Additional funding is needed for design, surveying, SCADA at ten lift stations in Mesquite, and a new tank and mixer for odor control at Lift Station #1.

Secured and Potential Funding Budget:						
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.						
Please complete table below with all secured and potential funding sources.						
Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	169,257	Yes	169,257	169,257	07 08 14	
FLOAN	8,027,134	Yes	8,027,134	0	2014	
NMFA	578,108	Yes	578,108	42,817	2013 2014	
LFUNDS	361	Yes	361	361	2013	
CAP	826,000	No	0	0		
CDBG	500,000	No	0	0		
FGRANT	8,030,000	Yes	0	0	2018	
FLOAN	6,189,000	Yes	0	0	2018	
TOTALS	24,319,860		8,774,860	212,435		

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Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.									
		Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
				2021	2022	2023	2024	2025	
Water Rights	N/A		0	0	0	0	0	0	0
Easements and Rights of Way	No		150,000	0	0	0	0	0	150,000
Acquisition	No		11,000	0	0	0	0	0	11,000
Archaeological Studies	Yes		21,513	0	0	0	0	0	21,513
Environmental Studies	Yes		21,513	0	0	0	0	0	21,513
Planning	No		85,453	0	0	0	0	0	85,453
Design (Engr./Arch.)	No		933,660	826,000	0	0	0	0	1,759,660
Construction	No		7,551,721	13,693,000	0	0	0	0	21,244,720
Furnishing/Equipment	N/A		0	209,000	0	0	0	0	209,000
TOTALS			8,774,860	14,728,000	0	0	0	0	23,502,860
Amount Not Yet Funded			14,728,000						

PHASING BUDGET							
Can this project be phased? No							
Phasing: Stand Alone: Yes Multi-Phased: No							
A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.							
A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.							
If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.							
Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0

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3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?							Yes
If no, please explain why:							
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL	
Annual Operating Expenses plus Debt Service	0	17,000	18,000	18,000	21,000	74,000	
Annual Operating Revenues	0	20,000	22,000	22,000	25,000	89,000	

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. The LRGPWWA is a regional organization.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. The project manager will be in charge of oversight for the project.

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- (f) **Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy?** Yes
If yes, please explain. Sewer service is necessary for economic development.
- (g) **Does the project benefit all citizens within a recognized region, district or political subdivision?** Yes
If yes, please explain and provide the number of people that will benefit from the project. 1,000
- (h) **Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.** No
If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

Infrastructure Capital Improvement Plan FY2021-2025

ICIP Capital Project Description

Year/Rank 2021 005 **Priority:** High **ID:**24026
Project Title: System-Wide Information Technology Standardization **Class:** New **Type/Subtype:** Equipment - Other
Contact Name: Karen Nichols **Contact Phone:** 915-203-2057 **Contact E-mail:** karen.nichols@lrgauthority.org
Total project cost: 2,607,500 **Proposed project start date:** Summer 2020
Project Location: 325 Holguin Road Vado NM 88072 **Latitude:** 320705.25N **Longitude:** 1063946.02W
Legislative Language: To plan, design, purchase, install, construct, furnish and equip system-wide information technology for the Lower Rio Grande Public Water Works Authority in Dona Ana County.
Scope of Work: This project will plan, design, purchase, construct/install system-wide standardized information technology to include computer hardware and software, GPS tracking for vehicles, SCADA system (for well/pump/tank control/lift stations), security fences and cameras, radio-read water meters, and associated technology, equipment, licenses, GIS, GPS, computers, printers, office equipment, module to email bills, pressure monitoring equipment, water quality analyzers, automatic shut of for gas equipment, new servers, desktop and laptop computers, and fixtures. This project will install SCADA in Butterfield Park to integrate with the Organ SCADA system. The Association received capital outlay funding towards meters and has budgeted local funds for the time clock.

Secured and Potential Funding Budget:						
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.						
Please complete table below with all secured and potential funding sources.						
Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LFUNDS	17,000	Yes	17,000	0	2019	
CAP	50,000	Yes	50,000	0	2019	
CAP	1,080,000	No	0	0		
FGRANT	1,080,000	No	0	0		
FLOAN	1,080,000	No	0	0		
SGRANT	1,080,000	No	0	0		
SLOAN	1,080,000	No	0	0		
CDBG	750,000	No	0	0		
TOTALS	6,217,000		67,000	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.
_____ Estimated Costs Not Yet Funded _____

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	Completed	Funded to Date	2021	2022	2023	2024	2025	Total Project Cost
Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	No	0	20,000	0	0	0	0	20,000
Design (Engr./Arch.)	No	0	60,000	0	0	0	0	60,000
Construction	No	0	400,000	0	0	0	0	400,000
Furnishing/Equipment	No	67,000	600,000	150,000	100,000	250,000	0	1,167,000
TOTALS		67,000	1,080,000	150,000	100,000	250,000	0	1,647,000
Amount Not Yet Funded		1,580,000						

PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: No Multi-Phased: Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	1,080,000	No	No	Yes	Yes	No	12
2	150,000	No	No	No	Yes	No	6
3	100,000	No	No	No	Yes	No	6
4	250,000	No	No	No	Yes	No	6
5	0	No	No	No	No	No	0

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TOTAL	1,580,000
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Has your local government/agency budgeted for operating expenses for the project when it is completed?							Yes
If no, please explain why:							
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL	
Annual Operating Expenses plus Debt Service	500	500	500	500	500	2,500	
Annual Operating Revenues	500	500	500	500	500	2,500	

Does the project lower operating costs?

Yes

If yes, please explain and provide estimates of operating savings

The information technology upgrades will allow the system to function more efficiently.

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) **How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement?** 16 years or more

(b) **Has the project had public input and buy-in?** Yes

(c) **Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele?** Yes

(d) **Regionalism - Does the project directly benefit an entity other than itself?** Yes

If yes, please list the other entity. The LRGPWWA is a regional organization.

(e) **Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget?** Yes

Please explain. The project manager will be in charge of oversight for the project.

(f) **Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy?** Yes

If yes, please explain. Water availability is a prerequisite for economic growth and development.

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(g) Does the project benefit all citizens within a recognized region, district or political subdivision?

Yes

If yes, please explain and provide the number of people that will benefit from the project.

5,000

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

Infrastructure Capital Improvement Plan FY2021-2025

ICIP Capital Project Description

Year/Rank 2021 006 **Priority:** High **ID:**30447
Project Title: Water Master Plan **Class:** New **Type/Subtype:** Water - Water Supply
Contact Name: Karen Nichols **Contact Phone:** 915-203-2057 **Contact E-mail:** karen.nichols@lrgauthority.org
Total project cost: 200,000 **Proposed project start date:** Immediately
Project Location: 325 Holguin Rd. Vado NM 88072 **Latitude:** 320721.87N **Longitude:** 1063931.32W
Legislative Language: To create a Water Master Plan for the Lower Rio Grande Public Water Works Authority in Dona Ana County.
Scope of Work: To create a Water Master Plan for the south valley and east mesa zones to include water modeling.

Secured and Potential Funding Budget:						
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.						
Please complete table below with all secured and potential funding sources.						
Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LFUNDS	60,000	Yes	60,000	0	2019	Match and leveraged funds
CDBG	50,000	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	110,000		60,000	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.							
	Completed	Funded to Date	Estimated Costs Not Yet Funded				Total Project Cost
			2021	2022	2023	2024	
Water Rights	N/A	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0

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Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	No	60,000	50,000	0	0	0	0	110,000
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnishing/Equipment	N/A	0	0	0	0	0	0	0
TOTALS		60,000	50,000	0	0	0	0	110,000
Amount Not Yet Funded		50,000						

PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

Infrastructure Capital Improvement Plan FY2021-2025

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why: N/A for a planning project.						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	LRGPWWA	LRGPWWA	LRGPWWA	N/A	LRGPWWA	LRGPWWA
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

- (a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years
- (b) Has the project had public input and buy-in? Yes
- (c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes
- (d) Regionalism - Does the project directly benefit an entity other than itself? Yes
 If yes, please list the other entity. The LRGPWWA is a regional organization.
- (e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes
 Please explain. The project manager will be in charge of oversight for the project.
- (f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes
 If yes, please explain. The availability of water is a prerequisite for economic growth and development.
- (g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes
 If yes, please explain and provide the number of people that will benefit from the project. 5,000
- (h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

Infrastructure Capital Improvement Plan FY2021-2025

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

Infrastructure Capital Improvement Plan FY2021-2025

ICIP Capital Project Description

Year/Rank 2021 007 **Priority:** High **ID:**34438
Project Title: Close Wetlands **Class:** Renovate/Repair **Type/Subtype:** Water - Wastewater
Contact Name: Karen Nichols **Contact Phone:** 9152032057 **Contact E-mail:** karen.nichols@lrgauthority.org
Total project cost: 250,000 **Proposed project start date:** Summer 2020
Project Location: 325 Holguin Rd. Vado NM 88072 **Latitude:** 320705.25N **Longitude:** 1063946.02W
Legislative Language: To plan, design, construct, purchase, and equip the closing of the wetlands for the Lower Rio Grande Public Water Works Authority in Dona Ana County.
Scope of Work: To design and construct the closing of the wetlands for the Lower Rio Grande Public Water Works Authority in Dona Ana County. The project will include filling five existing wells, drilling monitoring wells, and earthwork to create a pond for runoff.

Secured and Potential Funding Budget:						
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.						
Please complete table below with all secured and potential funding sources.						
Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	250,000	Yes	250,000	0	2019	
SGRANT	50,000	No	0	0		
CDBG	50,000	No	0	0		
NMFA	50,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	400,000		250,000	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.							
	Completed	Funded to Date	Estimated Costs Not Yet Funded				Total Project Cost
			2021	2022	2023	2024	
Water Rights	N/A	0	0	0	0	0	0

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Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	No	50,000	0	0	0	0	0	50,000
Construction	No	200,000	50,000	0	0	0	0	250,000
Furnishing/Equipment	N/A	0	0	0	0	0	0	0
TOTALS		250,000	50,000	0	0	0	0	300,000
Amount Not Yet Funded		50,000						

PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

Infrastructure Capital Improvement Plan FY2021-2025

Has your local government/agency budgeted for operating expenses for the project when it is completed?	Yes					
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	500	500	500	500	500	2,500
Annual Operating Revenues	500	500	500	500	500	2,500

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

- (a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more
- (b) Has the project had public input and buy-in? Yes
- (c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes
- (d) Regionalism - Does the project directly benefit an entity other than itself? Yes
 If yes, please list the other entity. The LRGPWWA is a regional organization.
- (e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes
 Please explain. The project manager will oversee the project.
- (f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes
 If yes, please explain. Protecting the region's water supply is necessary for economic growth and development.
- (g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes
 If yes, please explain and provide the number of people that will benefit from the project. 5,000
- (h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

Infrastructure Capital Improvement Plan FY2021-2025

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

Infrastructure Capital Improvement Plan FY2021-2025

ICIP Capital Project Description

Year/Rank 2021 008 **Priority:** High **ID:**19248
Project Title: Authority Interconnect Looping Project **Class:** New **Type/Subtype:** Water - Water Supply
Contact Name: Karen Nichols **Contact Phone:** 915-203-2057 **Contact E-mail:** karen.nichols@lrgauthority.org
Total project cost: 100,000 **Proposed project start date:** Summer 2020
Project Location: 325 Holguin Road Vado NM 88072 **Latitude:** 320705.25N **Longitude:** 1063946.02W
Legislative Language: To conduct archaeological and environmental reviews and to plan for water system improvements for the Lower Rio Grande Public Water Works Authority in Dona Ana County.
Scope of Work: This project will create a PER, environmental, and archaeological documents for large-diameter piping interconnections to loop the entire regional system. There are five sections involved: The first extends from Berino Rd, continuing south on Stern Dr, west on Ohara Rd, looping north up Hwy 460 to Stern Dr. The section extends from 460 west on Lipps, down Venadito, south to Ohara Rd, west to Hwy 478, and north to Joy Rd. The third extends from the East Side Canal in Berino west on Berino Rd to Hwy 28, north on Hwy 28 into La Mesa, along Castillo Rd to Archer Farms Rd. The fourth extends from Smokey Rd on Hwy 192 to Well #6 at John Grisham in Mesquite. The fifth extends from Hwy 478 to Stern on Lechuca Road. This project will be constructed in phases. Large-diameter pipeline will be installed in sections and sub-sections as funding permits. Upon funding availability, the Authority will follow state procurement to hire an engineering firm to complete the planning study.

Secured and Potential Funding Budget:						
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.						
Please complete table below with all secured and potential funding sources.						
Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CDBG	50,000	No	0	0		
NMFA	50,000	No	0	0		
FGRANT	100,000	No	0	0		
SLOAN	100,000	No	0	0		
CAP	100,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	400,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

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	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2021	2022	2023	2024	2025	
Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	No	0	15,000	0	0	0	0	15,000
Environmental Studies	No	0	15,000	0	0	0	0	15,000
Planning	No	0	70,000	0	0	0	0	70,000
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnishing/Equipment	N/A	0	0	0	0	0	0	0
TOTALS		0	100,000	0	0	0	0	100,000
Amount Not Yet Funded		100,000						

PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0

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5	0	No	No	No	No	No	0
TOTAL	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?							No
If no, please explain why: Not applicable for a planning project.							
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL	
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0	
Annual Operating Revenues	0	0	0	0	0	0	

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. The LRGPWWA is a regional organization.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. The project manager will be in charge of oversight for the project.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. The availability of water is a prerequisite for economic growth and development.

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(g) Does the project benefit all citizens within a recognized region, district or political subdivision?

Yes

If yes, please explain and provide the number of people that will benefit from the project.

5,000

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

Infrastructure Capital Improvement Plan FY2021-2025

ICIP Capital Project Description

Year/Rank 2021 009 **Priority:** High **ID:**25096
Project Title: Heavy Equipment Purchase **Class:** New **Type/Subtype:** Equipment - Other
Contact Name: Karen Nichols **Contact Phone:** 915-203-2057 **Contact E-mail:** karen.nichols@lrgauthority.org
Total project cost: 1,191,000 **Proposed project start date:** Summer 2020
Project Location: 325 Holguin Road Vado NM 88072 **Latitude:** 320705.25N **Longitude:** 1063946.02W
Legislative Language: To purchase equipment for the Lower Rio Grande Public Water Works Authority in Dona Ana County.
Scope of Work: This project will involve the purchase of heavy equipment including a vactor truck, a front end loader, one 3 ton truck with a crane, a grader, a water truck, trailer for portable generator, skid steer with attachments, and a large backhoe with a trailer.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s)	
					Received	Comment
CAP	571,000	No	0	0		
NMFAL	571,000	No	0	0		
NMFA	571,000	No	0	0		
LFUNDS	571,000	No	0	0		
CAP	120,000	Yes	120,000	0	2019	Mini excavator
CAP	100,000	Yes	100,000	0	2019	Dump truck
	0	No	0	0		
	0	No	0	0		
TOTALS	2,504,000		220,000	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2021	2022	2023	2024	2025	
Water Rights	N/A	0	0	0	0	0	0	0

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Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnishing/Equipment	No	220,000	571,000	100,000	100,000	100,000	100,000	1,191,000
TOTALS		220,000	571,000	100,000	100,000	100,000	100,000	1,191,000
Amount Not Yet Funded		971,000						

PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: No Multi-Phased: Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	571,000	No	No	No	Yes	No	2
2	100,000	No	No	No	Yes	No	2
3	100,000	No	No	No	Yes	No	2
4	100,000	No	No	No	Yes	No	2
5	100,000	No	No	No	Yes	No	2
TOTAL	971,000						

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Has your local government/agency budgeted for operating expenses for the project when it is completed?	Yes					
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	14,000	15,000	16,000	17,000	18,000	80,000
Annual Operating Revenues	14,000	15,000	16,000	17,000	18,000	80,000

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	LRGPWWA	LRGPWWA	LRGPWWA	N/A	LRGPWWA	LRGPWWA
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

- (a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years
- (b) Has the project had public input and buy-in? Yes
- (c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes
- (d) Regionalism - Does the project directly benefit an entity other than itself? Yes
 If yes, please list the other entity. The LRGPWWA is a regional organization.
- (e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes
 Please explain. The project manager will be in charge of oversight for the project.
- (f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes
 If yes, please explain. Water availability is a prerequisite for economic growth and development.
- (g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes
 If yes, please explain and provide the number of people that will benefit from the project. 5,000
- (h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

Infrastructure Capital Improvement Plan FY2021-2025

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

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Water Rights		0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	60,000	60,000	60,000	0	0	180,000
Design (Engr./Arch.)	No	0	68,000	68,000	68,000	0	0	204,000
Construction	No	0	332,000	332,000	332,000	0	0	996,000
Furnishing/Equipment	No	0	140,000	140,000	140,000	0	0	420,000
TOTALS		0	600,000	600,000	600,000	0	0	1,800,000
Amount Not Yet Funded		1,800,000						

PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: No Multi-Phased: Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	600,000	Yes	Yes	Yes	Yes	No	12
2	600,000	Yes	Yes	Yes	Yes	No	12
3	600,000	Yes	Yes	Yes	Yes	No	12
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	1,800,000						

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Has your local government/agency budgeted for operating expenses for the project when it is completed?	Yes					
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	30,000	60,000	90,000	90,000	90,000	360,000
Annual Operating Revenues	30,000	60,000	90,000	90,000	90,000	360,000

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<u>Fiscal Agent:</u>	<u>Own:</u>	<u>Operate:</u>	<u>Own Land:</u>	<u>Own Asset:</u>	<u>Maintain:</u>
	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

- (a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more
- (b) Has the project had public input and buy-in? Yes
- (c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes
- (d) Regionalism - Does the project directly benefit an entity other than itself? Yes
 If yes, please list the other entity. The LRGPWWA is a regional organization.
- (e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes
 Please explain. The project manager will be in charge of oversight for the project.
- (f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes
 If yes, please explain. The availability of water is a prerequisite for economic growth and development.
- (g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes
 If yes, please explain and provide the number of people that will benefit from the project. 5,000
- (h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

Infrastructure Capital Improvement Plan FY2021-2025

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

Infrastructure Capital Improvement Plan FY2021-2025

ICIP Capital Project Description

Year/Rank 2022 001 **Priority:** High **ID:**25937
Project Title: 40 Year Water Plan Update **Class:** Replace Existing **Type/Subtype:** Water - Water Supply
Contact Name: Karen Nichols **Contact Phone:** 915-203-2057 **Contact E-mail:** karen.nichols@lrgauthority.org
Total project cost: 75,000 **Proposed project start date:** Summer 2021
Project Location: 325 Holguin Road Vado NM 88072 **Latitude:** 320705.25N **Longitude:** 1063946.02W
Legislative Language: To update the 40 Year Water Plan for the Lower Rio Grande Public Water Works Authority in Dona Ana County.
Scope of Work: This project will update the 40 Year Water Plan in light of the new merger with the Organ Water & Sewer Association, the Butterfield Park MDWCA, the Brazito MDWCA, and the High Valley MDWCA, and the purchase of the Valle Del Rio water system. This is a planning project.

Secured and Potential Funding Budget:						
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.						
Please complete table below with all secured and potential funding sources.						
Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	75,000	No	0	0		
CDBG	50,000	No	0	0		
NMFA	75,000	No	0	0		
OTHER	75,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	275,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.							
	Completed	Funded to Date	Estimated Costs Not Yet Funded				Total Project Cost
			2021	2022	2023	2024	
Water Rights	N/A	0	0	0	0	0	0

Infrastructure Capital Improvement Plan FY2021-2025

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	No	0	0	75,000	0	0	0	75,000
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnishing/Equipment	N/A	0	0	0	0	0	0	0
TOTALS		0	0	75,000	0	0	0	75,000
Amount Not Yet Funded		75,000						

PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

Infrastructure Capital Improvement Plan FY2021-2025

Has your local government/agency budgeted for operating expenses for the project when it is completed?	No					
If no, please explain why: There are no operating expenses for this plan.						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	LRGPWWA	LRGPWWA	LRGPWWA	N/A	LRGPWWA	LRGPWWA
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

- (a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more
- (b) Has the project had public input and buy-in? Yes
- (c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes
- (d) Regionalism - Does the project directly benefit an entity other than itself? Yes
 If yes, please list the other entity. The LRGPWWA Is a regional organization.
- (e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes
 Please explain. The project manager will be in charge of oversight for the project.
- (f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes
 If yes, please explain. The availability of water is a prerequisite for economic growth and development.
- (g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes
 If yes, please explain and provide the number of people that will benefit from the project. 5,000
- (h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

Infrastructure Capital Improvement Plan FY2021-2025

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

Infrastructure Capital Improvement Plan FY2021-2025

ICIP Capital Project Description

Year/Rank 2022 002 **Priority:** High **ID:**22906
Project Title: Light Equipment Purchase **Class:** New **Type/Subtype:** Equipment - Other
Contact Name: Karen Nichols **Contact Phone:** 915-203-2057 **Contact E-mail:** karen.nichols@lrgauthority.org
Total project cost: 510,145 **Proposed project start date:** Summer 2021
Project Location: 325 Holguin Road Vado NM 88072 **Latitude:** 320705.25N **Longitude:** 1063946.02W
Legislative Language: To purchase and equip vehicles for the Lower Rio Grande Public Water Works Authority in Dona Ana County.
Scope of Work: This project will involve replacing old pickup trucks with new ones and the purchase of a ride on trencher, a backhoe with attachments and accessories, a skid steer, a trailer mounted compressor, and ATV off road vehicles.

Secured and Potential Funding Budget:						
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.						
Please complete table below with all secured and potential funding sources.						
Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
FGRANT	160,145	Yes	160,145	0	2016	Vehicles on order
NMFAL	160,000	No	0	0		
CAP	160,000	No	0	0		
LFUNDS	160,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	640,145		160,145	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.							
	Completed	Funded to Date	Estimated Costs Not Yet Funded				Total Project Cost
			2021	2022	2023	2024	
Water Rights	N/A	0	0	0	0	0	0

Infrastructure Capital Improvement Plan FY2021-2025

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnishing/Equipment	No	160,145	0	160,000	90,000	90,000	80,000	580,145
TOTALS		160,145	0	160,000	90,000	90,000	80,000	580,145
Amount Not Yet Funded		420,000						

PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: No Multi-Phased: Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	90,000	No	No	No	Yes	No	2
2	90,000	No	No	No	Yes	No	2
3	90,000	No	No	No	Yes	No	2
4	90,000	No	No	No	Yes	No	2
5	0	No	No	No	No	No	0
TOTAL	360,000						

Infrastructure Capital Improvement Plan FY2021-2025

Has your local government/agency budgeted for operating expenses for the project when it is completed?	Yes					
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	15,000	16,000	16,000	16,000	63,000
Annual Operating Revenues	0	15,000	16,000	16,000	16,000	63,000

Does the project lower operating costs?

Yes

If yes, please explain and provide estimates of operating savings

These vehicles will replace high mileage vehicles.

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	LRGPWWA	LRGPWWA	LRGPWWA	N/A	LRGPWWA	LRGPWWA
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

- (a) **How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement?** 10-15 years
- (b) **Has the project had public input and buy-in?** Yes
- (c) **Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele?** Yes
- (d) **Regionalism - Does the project directly benefit an entity other than itself?** Yes
If yes, please list the other entity. The LRGPWWA is a regional organization.
- (e) **Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget?** Yes
Please explain. The project manager will be in charge of oversight for the project.
- (f) **Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy?** Yes
If yes, please explain. Water availability is a prerequisite for economic growth and development.
- (g) **Does the project benefit all citizens within a recognized region, district or political subdivision?** Yes
If yes, please explain and provide the number of people that will benefit from the project. 5,000
- (h) **Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and** No

Infrastructure Capital Improvement Plan FY2021-2025

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

Infrastructure Capital Improvement Plan FY2021-2025

ICIP Capital Project Description

Year/Rank 2025 001 **Priority:** High **ID:**27612
Project Title: Green Projects **Class:** New **Type/Subtype:** Other - Other
Contact Name: Karen Nichols **Contact Phone:** 915-203-2057 **Contact E-mail:** karen.nichols@lrgauthority.org
Total project cost: 100,000 **Proposed project start date:** Summer 2024
Project Location: 325 Holguin Road Vado NM 88072 **Latitude:** 320705.25N **Longitude:** 1063946.02W
Legislative Language: To conduct planning/feasibility studies for green projects including solar installations, wind power, and water reclamation for the Lower Rio Grande Public Water Works Authority in Dona Ana County.
Scope of Work: To conduct planning/feasibility studies for green projects including solar installations, wind power, and water reclamation.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
FGRANT	100,000	No	0	0		
FLOAN	100,000	No	0	0		
CAP	100,000	No	0	0		
NMFA	100,000	No	0	0		
CDBG	50,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	450,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded				Total Project Cost
			2021	2022	2023	2024	
Water Rights	N/A	0	0	0	0	0	0

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Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	No	0	0	0	0	0	100,000	100,000
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnishing/Equipment	N/A	0	0	0	0	0	0	0
TOTALS		0	0	0	0	0	100,000	100,000
Amount Not Yet Funded		100,000						

PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

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Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why: This is a planning study.						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

- (a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more
- (b) Has the project had public input and buy-in? Yes
- (c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes
- (d) Regionalism - Does the project directly benefit an entity other than itself? Yes
 If yes, please list the other entity. The LRGPWWA is a regional organization.
- (e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes
 Please explain. The project manager will be in charge of oversight for the project.
- (f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes
 If yes, please explain. Water availability is a prerequisite for economic growth and development.
- (g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes
 If yes, please explain and provide the number of people that will benefit from the project. 5,000
- (h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and Yes

Infrastructure Capital Improvement Plan FY2021-2025

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

Infrastructure Capital Improvement Plan FY2021-2025

ICIP Capital Project Description

Year/Rank 2025 002 **Priority:** High **ID:**25920
Project Title: Water Rights Purchase **Class:** New **Type/Subtype:** Water - Water Rights
Contact Name: Karen Nichols **Contact Phone:** 915-203-2057 **Contact E-mail:** karen.nichols@lrgauthority.org
Total project cost: 1,800,000 **Proposed project start date:** Summer 2024
Project Location: 325 Holguin Road Vado NM 88072 **Latitude:** 320705.25N **Longitude:** 1063946.02W
Legislative Language: To purchase water rights for the Lower Rio Grande Public Water Works Authority in Dona Ana County.
Scope of Work: To purchase water rights for the Lower Rio Grande Public Water Works Authority water system. The Authority will look at the list of people who have water rights they would like to sell. When they have located the water rights they will check with the Office of the State Engineer to make sure they are permitted and to see if they can transfer them to a different site.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s)	
					Received	Comment
CAP	1,800,000	No	0	0		
FGRANT	1,800,000	No	0	0		
LFUNDS	1,800,000	No	0	0		
NMFA	1,800,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	7,200,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2021	2022	2023	2024	2025	
Water Rights	No	0	0	0	0	0	1,800,000	1,800,000

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Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnishing/Equipment	N/A	0	0	0	0	0	0	0
TOTALS		0	0	0	0	0	1,800,000	1,800,000
Amount Not Yet Funded		1,800,000						

PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: No Multi-Phased: Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

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If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	300,000	No	No	No	No	Yes	18
2	300,000	No	No	No	No	Yes	18
3	300,000	No	No	No	No	Yes	18
4	300,000	No	No	No	No	Yes	18
5	600,000	No	No	No	No	Yes	18
TOTAL	1,800,000						

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Has your local government/agency budgeted for operating expenses for the project when it is completed?	No					
If no, please explain why: There are no operating costs for water rights.						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

- (a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more
- (b) Has the project had public input and buy-in? Yes
- (c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes
- (d) Regionalism - Does the project directly benefit an entity other than itself? Yes
 If yes, please list the other entity. The LRGPWWA is a regional organization.
- (e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes
 Please explain. The project manager will be in charge of oversight for the project.
- (f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes
 If yes, please explain. The availability of water is a prerequisite for economic growth and development.
- (g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes
 If yes, please explain and provide the number of people that will benefit from the project. 5,000
- (h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

Infrastructure Capital Improvement Plan FY2021-2025

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

Infrastructure Capital Improvement Plan FY2021-2025

ICIP Capital Project Description

Year/Rank 2025 003 **Priority:** High **ID:**34436
Project Title: Water Audit **Class:** New **Type/Subtype:** Water - Water Supply
Contact Name: Karen Nichols **Contact Phone:** 915-203-2057 **Contact E-mail:** karen.nichols@lrgauthority.org
Total project cost: 50,000 **Proposed project start date:** Summer 2024
Project Location: 325 Holguin Rd. Vado NM 88072 **Latitude:** 320705.25N **Longitude:** 1063946.02W
Legislative Language: To conduct a water audit for the Lower Rio Grande Public Water Works Authority in Dona Ana County.
Scope of Work: To hire a consultant to conduct a water audit.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s)	
					Received	Comment
CDBG	50,000	No	0	0		
NMFA	50,000	No	0	0		
NMFAL	50,000	No	0	0		
OTHER	50,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	200,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2021	2022	2023	2024	2025	
Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0

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Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	No	0	0	0	0	0	50,000	50,000
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnishing/Equipment	N/A	0	0	0	0	0	0	0
TOTALS		0	0	0	0	0	50,000	50,000
Amount Not Yet Funded		50,000						

PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

Infrastructure Capital Improvement Plan FY2021-2025

Has your local government/agency budgeted for operating expenses for the project when it is completed?	No					
If no, please explain why: No operating costs for a planning project.						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	LRGPWWA	LRGPWWA	LRGPWWA	NA	LRGPWWA	LRGPWWA
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

- (a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years
- (b) Has the project had public input and buy-in? Yes
- (c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes
- (d) Regionalism - Does the project directly benefit an entity other than itself? Yes
 If yes, please list the other entity. The LRGPWWA is a regional organization.
- (e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes
 Please explain. The project manager will oversee the project.
- (f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes
 If yes, please explain. The availability of water is a prerequisite for economic growth and development.
- (g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes
 If yes, please explain and provide the number of people that will benefit from the project. 5,000
- (h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

Infrastructure Capital Improvement Plan FY2021-2025

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

Infrastructure Capital Improvement Plan FY2021-2025

ICIP Capital Project Description

Year/Rank 2025 004 **Priority:** High **ID:**34437
Project Title: Production Meters **Class:** Replace Existing **Type/Subtype:** Water - Water Supply
Contact Name: Karen Nichols **Contact Phone:** 915-203-2057 **Contact E-mail:** karen.nichols@lrgauthority.org
Total project cost: 250,000 **Proposed project start date:** Summer 2024
Project Location: 325 Holguin Rd. Vado NM 88072 **Latitude:** 320705.25N **Longitude:** 1063946.02W
Legislative Language: To plan, design, construct, purchase, install, and equip meters including production meters, booster meters, and interconnect meters for the Lower Rio Grande Public Water Works Authority in Dona Ana County.
Scope of Work: To design, construct, purchase, install, and equip meters including production meters, booster meters, and interconnect meters for the Lower Rio Grande Public Water Works Authority in Dona Ana County.

Secured and Potential Funding Budget:						
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.						
Please complete table below with all secured and potential funding sources.						
Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	250,000	No	0	0		
CDBG	250,000	No	0	0		
NMFA	250,000	No	0	0		
NMFAL	250,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	1,000,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.							
Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
		2021	2022	2023	2024	2025	
N/A							

Infrastructure Capital Improvement Plan FY2021-2025

Water Rights		0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	No	0	0	0	0	0	25,000	25,000
Construction	No	0	0	0	0	0	100,000	100,000
Furnishing/Equipment	No	0	0	0	0	0	125,000	125,000
TOTALS		0	0	0	0	0	250,000	250,000
Amount Not Yet Funded		250,000						

PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

Infrastructure Capital Improvement Plan FY2021-2025

Has your local government/agency budgeted for operating expenses for the project when it is completed?							No
If no, please explain why: No increase in operating expenses.							
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL	
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0	
Annual Operating Revenues	0	0	0	0	0	0	

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

- (a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more
- (b) Has the project had public input and buy-in? Yes
- (c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes
- (d) Regionalism - Does the project directly benefit an entity other than itself? Yes
 If yes, please list the other entity. The LRGPWWA is a regional organization.
- (e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes
 Please explain. The project manager will oversee the project.
- (f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes
 If yes, please explain. The availability of water is a prerequisite for economic growth and development.
- (g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes
 If yes, please explain and provide the number of people that will benefit from the project. 5,000
- (h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

Infrastructure Capital Improvement Plan FY2021-2025

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

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

THIS Agreement, made this 15th day of July 2019 (effective date) by and between Lower Rio Grande Public Water Works Authority hereinafter referred to as the OWNER, and VENCOR Engineering, LLC hereinafter referred to as the ENGINEER. This contract expires on February 28, 2020.

The OWNER intends to construct a Project consisting of Phase I proposed water system improvements as presented in the final approved Preliminary Engineering Report (PER) for the Lower Rio Grande Public Water Works Authority East Mesa Service Area.

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

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

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

SECTION A – GENERAL PROVISIONS

1. General

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

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

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

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

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

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

2. Approvals

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

(b) Review or approval of documents by or for the Funding Agency under this Agreement is for administrative purposes only and does not relieve the ENGINEER or OWNER of their responsibilities to design, construct and operate the Project as required under law, regulations, permits and good management practices.

3. Responsibilities of the ENGINEER

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

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

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

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

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

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

programs incident to the Contractor's work in progress, nor for any failure of the Contractor to comply with Laws and Regulations applicable to the Contractor's furnishing and performing the Work.

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

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

4. Responsibilities of the OWNER

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

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

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

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

5. Changes

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

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

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

6. Termination of Contract

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

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

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

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

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

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

7. Payment

(a) The ENGINEER will submit to the OWNER for services rendered an itemized bill showing charges for such services accompanied by any additional documentation requested by

the OWNER. Such invoices are limited to no more than one per month. Compensation will be based on the lump sum or standard hourly rate with a maximum method of payment as detailed in the Attachments.

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

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

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

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

8. Time

(a) PROGRESS AND COMPLETION

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

ENGINEER submits a progress report expressing an intention to achieve completion of the Work prior to the Contract Time and then is not able to achieve intended accelerated schedule regardless of the reason.

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

(b) CONTRACT TIME AND LIQUIDATED DAMAGES

1. The ENGINEER agrees that the Services being provided under this Agreement will be performed regularly, diligently and without interruption at such rate of progress as will provide for completion within the Contract Time. It is expressly understood and agreed, by and between the ENGINEER and the OWNER, that the Contract Time is a reasonable time for completion of the Services, taking into consideration the usual conditions for performing the Services. The ENGINEER agrees to promptly notify the OWNER of delays in completing the services under this Agreement that are beyond ENGINEER's control and for which a Contract Time extension will be requested. If the ENGINEER neglects, fails, or refuses to complete the Services within the Contract Time, including any time extension granted by the OWNER, then the ENGINEER agrees to pay the OWNER the amount specified in the Attachments, not as a penalty, but as liquidated damages.
2. The parties agree that the amount of the likely damages to the OWNER for such delay is difficult to ascertain at the time of execution of this Agreement, but that a reasonable estimate of such damages may be deducted from any monthly payments due to the ENGINEER, or from other monies being withheld from the ENGINEER, when a reasonable estimate of the expected date of completion can be determined by the OWNER.
3. Final accounting of liquidated damages shall be determined at completion and the ENGINEER shall be liable for any liquidated damages over and above unpaid balances held by the OWNER.
4. The OWNER and the ENGINEER agree that reasonable liquidated damages for delay (but not as a penalty) due from the ENGINEER to the OWNER are \$100 (minimum one-hundred dollars [\$100.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement until the Work is complete and accepted by the OWNER. The OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

9. Project Design

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

10. Audits and Access to Records

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

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

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

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

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

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

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

11. Subcontracts

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

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

12. Insurance

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

13. Environmental Condition of Site

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

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

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

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

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

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

14. Mutual Waiver

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

15. Independent Contractor

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

16. Equal Employment Opportunity

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

17. Gratuities

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

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

18. Covenant Against Contingent Fees

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

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

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

20. Remedies

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

21. Assurance Against Debarment

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

SECTION B –ENGINEERING SERVICES

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

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

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

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

None

See Exhibit A - Special Provisions: Electronic File Transfer Clause

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

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

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

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

1. PRIVITY OF CONTRACT

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

2. CHANGES

1. The OWNER may at any time, by written order make changes within the general scope of this contract in the services to be performed. If such changes cause an increase or decrease in the ENGINEER’S cost or time required to perform any services under this contract, whether or

not changed by any order, the OWNER shall make an equitable adjustment and modify this contract in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within 30 days from the date it receives the OWNER'S notification of change, unless the OWNER grants additional time before the date of final payment.

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

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

3. TERMINATION

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

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

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

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

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

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

4. REMEDIES

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

5. AUDIT; ACCESS TO RECORDS

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

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

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

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

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

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

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

6. COVENANT AGAINST CONTINGENT FEES

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

7. GRATUITIES

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

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

8. FINAL PAYMENT

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

9. 40 CFR Part 33

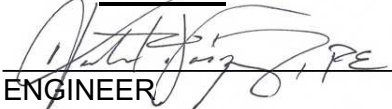
The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure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

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

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

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

By: _____ Date: July 17, 2019
OWNER
Type Name Mike McMullen / Lower Rio Grande Public Water Works Authority
Title Chairman

By:  _____ Date: 7/15/19
ENGINEER
Type Name Hector R. Vasquez, P.E. / VENCOR Engineering, LLC
Title CEO / President
Address 505 S. Main St, Ste 142
Las Cruces, NM 88001
575-652-3531

REVIEWED AND APPROVED: FUNDING AGENCY
AGENCY NAME: _____
By _____
Type Name _____
Date _____

EXHIBIT A

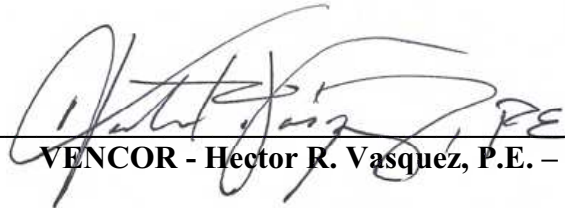
Special Provisions: Electronic File Transfer Clause

This Contract Agreement is amended to include the following provisions between the mentioned parties:

Final submittal of documents shall also be submitted in pdf format that can be transmitted electronically (i.e., files must be small enough to be transmitted by email and to be uploaded). All elements of the final submittal (i.e., AutoCad files, water & wastewater models, GIS/GPS data files, technical specifications, MicroSoft Word files, etc.) shall be submitted in their original electronic working formats. In addition, final project Planning Reports and Preliminary Engineering Reports (PER) shall be provided in their original electronic working formats to facilitate the use of specific excerpts by the Lower Rio Grande Public Water Works Authority (LRGPWWA) for such reports assembled for grant and other funding applications, presentations to Legislative Committees or similar uses as deemed necessary by the LRGPWWA. Final electronic working reports will not be stamped or signed by the Engineer of Record.

The reports, plans, specifications and other engineering products created by VENCOR Engineering, LLC and its subconsultants, are created specifically for the project and are intended to be used only for this project. The LRGPWWA agrees, to the fullest extent permitted by law, to indemnify and hold VENCOR Engineering, LLC and its subconsultants harmless from any claim, liability or cost (including reasonable attorney fees and defense costs) arising or allegedly arising out of any reuse or modification to the approved final plans and specifications by the LRGPWWA or any person or entity that acquires the approved final plans and specifications from or through the LRGPWWA.

Date: 7/15/19 Signature _____



VENCOR - Hector R. Vasquez, P.E. – CEO/President

ATTACHMENT I – Insurance

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



CERTIFICATE OF LIABILITY INSURANCE

VENCO-1

OP ID: EH

DATE (MM/DD/YYYY)

07/09/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Professional Liability Insurers, Inc. 6101 Moon St. NE, Suite 1000 Albuquerque, NM 87111 James Lyons	CONTACT NAME: RJ Dean & Associates PHONE (A/C, No, Ext): 505-822-8114 E-MAIL ADDRESS: ehughes@cressinsurance.com	FAX (A/C, No): 505-822-0341	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Vencor Engineering LLC P O Box 13485 Las Cruces, NM 88013-3485	INSURER A: Travelers P&C of America		22357
	INSURER B: Hartford Insurance Company		
	INSURER C: Navigators Insurance Company		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

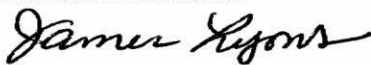
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		6806H677383	01/25/2019	01/25/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA3F119942	11/17/2018	11/17/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	34WECBI0530	10/01/2018	10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab			CM17DPL023595IV	02/09/2019	02/09/2020	Ea Claim 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is additional insured with respect to General Liability as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Lower Rio Grande Public Water Works Authority PO Box 2646 Anthony, NM 88021	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ATTACHMENT III – Engineering Services During the Design Phase

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 15th day of July, 2019 (effective date) by and between the Lower Rio Grande Public Water Works Authority, the OWNER, and VENCOR Engineering, LLC, the ENGINEER, the OWNER and ENGINEER agree this 19th day of August, 2019 (authorization to proceed date) that ENGINEER shall furnish ENGINEERING SERVICES During the Design Phase in accordance with the GENERAL PROVISIONS of the Agreement and OWNER shall compensate the ENGINEER for services described as set forth below:

A. Perform or provide the following tasks and/or deliverables:

As detailed in Exhibit B.1 - Scope of Services, provide design services for East Mesa Water System Improvements Phase I.

B. Cost Proposal – Include hourly breakdown for each task

As detailed in Exhibit B.2 - Cost Proposal.

C. Reimbursable Expense Schedule

As detailed in Exhibit B.2 - Cost Proposal.

D. Contract Time shall be 226 calendar days from the date of the OWNERS signature on Attachment III. Design phase services shall be completed and accepted by the OWNER by February 28, 2020 (DATE). If design phase services have not been completed and accepted by Lower Rio Grande Public Water Works Authority the ENGINEER shall pay the OWNER liquidated damages as outlined in the Agreement.

2. Compensation for ENGINEERING SERVICES During the Design Phase shall be by the

LUMP SUM method of payment. The total amount of compensation for ENGINEERING SERVICES During the Design Phase, as described, including reimbursable expenses shall not exceed \$198,819.34, excluding gross receipt tax.

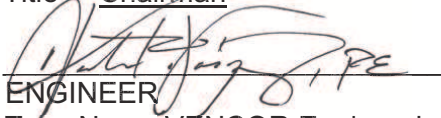
STANDARD HOURLY RATE WITH MAXIMUM method of payment. The total amount of hourly charges, including reimbursables, for ENGINEERING SERVICES During the Design Phase, as described, shall not exceed \$_____, excluding gross receipt tax, without prior written approval of the OWNER, with Funding Agency concurrence.

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

4. Signatures

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

By: _____ Date: July 17, 2019
OWNER
Type Name Mike McMullen / Lower Rio Grande Public Water Works Authority
Title Chairman

By:  _____ Date: 7/15/19
ENGINEER
Type Name VENCOR Engineering, LLC
Title CEO / President
Address 505 S. Main St., Suite 14
Las Cruces, NM 88001
575-652-3531

REVIEWED AND APPROVED: FUNDING AGENCY

AGENCY NAME: _____

By _____

Type Name _____

Date _____

VENCOR Engineering, LLC

505 South Main Street, Suite 142 · Las Cruces · New Mexico · 88001 · (575) 652-3531 · vencorllc.com

Exhibit B.1 – Scope of Services East Mesa Water System Improvements - Phase I Design

Project Background

The proposed project will unify the three Lower Rio Grande Public Water Works Authority (LRGPWWA) East Mesa system by adding a centralized storage tank and transmission lines, expanding the distribution system into an unserved area, and replacing aging and inadequate/undersize distribution system infrastructure; and it will ensure water supply resiliency and greatly enhanced operational efficiencies. The project will create an area wide clockwise looped transmission system, distinct from the distribution network, with the use of a 8” transmission line running parallel to US Highway 70 feeding the proposed 500 k gallon tank, west to east, which will in turn distribute into the rest of the system, east to west.

Phase I design includes:

- 500,000 Gallons Centralized Tank in Organ at Three Sisters Site
- Abandonment and/or removal of 3 existing storage tanks
- Replace remainder of aging & undersize pipeline in Organ
- Tierra Alta 6” Transmission Line Upgrade
- Replacement well at Well #E1 site, east end of Butterfield Boulevard
- Booster Upgrades at Butterfield Park and Mountain View
- SCADA Centralization/Relocation to Butterfield Park
- No easements are needed for Phase I; however, New Mexico Department of Transportation (NMDOT) and Dona Ana County (DAC) ROW permits and coordination with Bureau of Land Management (BLM) under an existing permit, will be necessary.

Phase I Design related tasks are outlined below:

Task 1 and 2: Project Management / Agency Involvement

- Perform continuous project phase coordination during design with Owner and other applicable local, state and federal review agencies.
- Manage progressive design phases of the Phase I project including sub-consultant administration, adherence to design completion scheduling and monthly invoicing.
- Design progress meetings with Owner and review agencies as deemed necessary. Develop Meeting Minutes and distribute to Team members within five (5) business days.
- Coordination/meetings with steel tank, well and water line manufacturers and suppliers.
- Coordinate and meet with applicable local (DAC Engineering), state (NMDOT) and federal (BLM) agencies with involvement in development, review and approval of the proposed project phase. After submittals, meet with agency representatives to review extent of the project phase, receive input and address issues/ concerns.
- Perform early project permit coordination with applicable local, state and federal agencies during the design of Phase I. Integrate reasonable/practical/Owner approved requests into Phase I design for successful permit processing and approval.
- As requested by Owner, prepare Right of Entry letter and obtain signatures from specific property owners for access to conduct field data collection.

Task 3: Survey Topo Data Collection

- Perform project records research to verify all recorded survey control and monumentation within Phase I, research all recorded public right-of-way information, boundaries, recorded easement information, etc.
- Call in design locates and obtain NM One-Call Confirmation Ticket for record files
- Using recorded survey monumentation, collect all above ground existing topographic features, inclusive of arroyos, waterway crossings, open channel crossings, dirt/paved roads, overhead electric, power poles, gates, driveways, fence lines, etc.
- Collect and record (photograph) all utility locates as marked by impacted Stakeholders
- Download all field collected data from Leica GPS units and begin conversion from data points to AutoCad Civil 3D environment for the purposes of design

Task 4: Soils Report

- Develop Soil Bore Map for drill rig operator
- Call NM811 prior to field explorations
- Soils Sub-Consultant to conduct soil bore excavations
- Soils Sub-Consultant to analyze collected soil bore information
- Soils Sub-Consultant to develop final Project Soils Report, inclusive of recommendations for trenching, excavation, backfilling, density requirements, compaction lifts, clay mitigation techniques, water table depths, etc.

Tasks 5 & 6: Preliminary Design Phase Services (30% and 60%)

- Perform Design Records Research to include New Mexico Department of Transportation (NMDOT) and Dona Ana County (DAC) Right-of-Way maps, filed plat records for adjacent properties, existing easements and available “As-Built” documentation applicable to the Phase I project. Related costs for copying charged by DAC are included in this scope of services proposal. Not included are related costs for title searches or warranty deed research.
- Existing Utility Mapping: compile all existing utility features marked in the field by utility stakeholders and add the recorded data information onto Phase I plan drawings. Only above ground utilities that were marked in the field will be placed onto the plan sets. Sub-surface utility potholing is not part of this scope of services; thus, related vertical elevation data per identified utility will not be shown in the profile plan sets.
- In AutoCad Civil 3D environment, create project surfaces from all field data collected and convert to Phase I Plan & Profile drawings.
- Check/re-calibrate Water Model prior to initiating Phase I Design.
- Design of Waterline Plan: prepare a preliminary horizontal alignment design for the proposed waterline(s) incorporating data recovered from records research, utility mapping, field data collected and possible road or property constraints.
- Design of Waterline Profile: prepare a preliminary vertical plan set design of the proposed profile for the waterline(s). Vertical profile plans will present the proposed water line with a depth of cover of not less than 3.5 feet and possible physical crossing constraints such as channels, arroyos, culverts, etc. In those cases, the vertical profile will also show proposed water line “dip” sections with appropriate vacuum release valves in position.

- Proposed Bore Crossings: prepare plan and profile plans for the proposed US 70 Highway horizontal bore crossing inclusive of carrier pipe, steel casing, upstream/downstream bore pits, vacuum valves, etc. Present plans to NMDOT for review and comments. Prepare A-63 NMDOT Utility Application Permit for processing of the proposed crossing.
- Prepare plans for 500,000 gallon Steel Tank. Incorporate recommendations of Project Soils Report for slab design, coordinate with steel tank manufacturer to ensure all American Water Works Association (AWWA) Manual M42 “Steel Water – Storage Tanks” Guidelines are followed per the most current version of the said guidelines. The use of the American National Standards Institute (ANSI) D103 guidelines for steel storage tanks will also be followed. A Site Plan will also be developed of the proposed tank site. The proposed steel tank will be installed at an already occupied tank site. Owner will decide whether to abandon in place the existing tanks or demolish the tanks. If demolition is elected, the demolition tasks will be performed by others. If Owner elects to abandon the existing tanks in place, an option to expand the tank site to the east could be explored. This scope of services includes the assembly of an exhibit to show the limits of the expansion and possible acquisition of the adjacent land parcel to accommodate the new tank, possible overflow pond and related features.
- Prepare plans for a Replacement Well. Prepare preliminary plans for installation of a new (replacement) well within a maximum distance of 100 feet from an existing/abandoned well at the existing Butterfield Tank site in Butterfield, NM. Follow the most current recommendations and guidelines from the New Mexico Environment Department (NMED)/ Construction Programs Bureau “Recommended Standards for Water Facilities”, specifically sections 3.2 and 3.2.5 “General Well Construction” as well as AWWA Standard A-100 guidelines. Assemble plan and profile drawings of the replacement well site, location, size, type, showing diameter and depth of drill holes, steel casing size, grouting depths, approximate water levels and other installation details vital to the installation of the replacement well. Additional design features will include well house, respective piping layout, chlorination storage, site fencing and related components.
- Booster Upgrades at Butterfield Park and Mountain View and SCADA Design Initiation.
- Preliminary Design Plans: prepare a preliminary design plan set to include all design elements listed above in order to assemble a Cover Sheet, General Notes, Vicinity Map with Survey Control Data, Utility Mapping, Plan & Profile (P&P) sheets, Standard Engineering Details, specific Engineering Details for the Proposed Tank< Replacement Well and Bore Crossing and NMDOT Traffic Control Sheets.
- **Engineer’s Opinion of Probable Construction Cost (EOPCC):** Once the preliminary design of Phase I is complete, estimated quantities for all proposed items will be prepared. Using the estimated quantities, a probable construction cost estimate will be assembled.
- **60% Level Only: prepare Contract Documents and Specifications:** prepare Contract Documents (CD’s) utilizing the Engineers Joint Contract Documents Committee (EJCDC) standard contract software templates. This task also includes preparation of technical specifications for all proposed work and related materials. These tasks will be performed at the preliminary and final design stages. **Internal Review and QA/QC**

- **Submission to Agencies:** submit preliminary plans, contract documents and technical specifications to the following Agencies for their review, concurrent with plan design review by Owner:
 - NM Environment Department (NMED) – Construction Programs Bureau (CPB)
 - NM Environment Department (NMED) – Drinking Water Bureau (DWB)
 - DAC Engineering Department & NMDOT District 1 – Deming.

In the interest of time, comments received will be addressed concurrently.
- **Right-of-Way Permits:** submit right-of-way A-63 permit applications with preliminary plans to NMDOT for proposed bore crossing at US Highway 70.
- **Design Review Meeting with Owner:** conduct a review meeting with the Owner’s representative to review preliminary design submittal. One hard copy (24”x36”) of the preliminary plan set will be provided for review and comment, where marked up set will be returned to VENCOR with redline comments.
- **Internal Review and QA/QC.**

Tasks 7 & 8: Pre-Final (90%) and Final (100%) Design Services

- **Address Comments / Revise Plans:** revise preliminary plans to incorporate received design review comments resulting from Owner and Agency reviews.
- **Revisions to Engineer’s Estimate:** update quantities and costs per received comments.
- **Revisions to Specifications:** update technical specifications per received comments.
- **Internal Review and QA/QC, submittal to agencies and ROW Permits.**
- **Deliverables:** produce 5 each - 11” x 17” (“mini-plans) with final stamped and sealed plan set and a final unbound set of the contract documents and specifications. **Deliver the five (5) hardcopies of the final plan set and final Engineer’s probable construction cost estimate (and links to ALL electronic working documents)** to the Owner.

Design Schedule

ID	Task Name	Duration (calendar days)	Estimated Start Date	Estimated Completion Date
1	Phase I Design Begins	-	8/19/19	-
2	Field Data Collection	16	8/19/19	9/3/19
3	Soils Report (Field & Final Report)	12	9/9/19	9/20/19
4	30% Preliminary Design	18	9/3/19	9/20/19
5	60% Preliminary Design Begins	40	9/23/19	11/01/19
6	60% Preliminary Design Submittal	-		11/01/19
7	60% Preliminary Design Comments Received	17	11/04/19	11/20/19
8	90% Pre-Final Design Begins	26	11/25/19	12/20/19
9	90% Pre-Final Design Submittal	-		12/20/19
6	90% Pre-Final Design Comments Received	-		1/15/20
7	Final Design Begins	16	1/16/20	1/31/20
8	Final Design Submittal	-		1/31/20
9	Phase I Design Ends	166 (calendar days) or 113 Business Days		1/31/20

Compensation

The total compensation for Phase I Design Tasks, **including reimbursable expenses but excluding NMGRT, is \$198,819.34**. See Exhibit B.2 for task itemization. NMGRT will be added to each invoice based on the current rate at the time of billing. The budgets for the design tasks will be billed on a lump sum basis; therefore, the invoices will not include an itemized breakdown of charges. Invoices will be issued on a monthly basis reflecting the percentage of each task completed to date.

Assumptions & Exceptions

VENCOR made the following assumptions to develop the fee for the above scope of services:

- no contamination exists within the limits of the project site. If contamination is found and an investigation is required, VENCOR will alert the Owner and an additional scope and fee will need to be negotiated with Owner.
- Owner holds titles or easements to any and all properties required for the project with the project limits. Any title searches, warranty deed research, boundary surveys or easement preparation are not part of these scope of services and will require an amendment to this scope of services and related fee proposal.
- Land purchases/acquisitions are not included in this scope of services or fee proposal.
- It is assumed the proposed waterline improvements will have enough horizontal area within the proposed horizontal alignment corridor to be installed. However, if existing utilities within the area of waterline installation prove otherwise, the existing utilities arrangement could need to be modified to accommodate the proposed waterline. In those cases, an additional engineering fee would be required to mitigate the existing utilities to develop a “best fit” for all existing utilities in conjunction with the new waterline.
- Any and all permit fees for any review agency (i.e., local, state and/or federal) required as part of this project to be paid by Owner.



VENCOR Engineering, LLC

505 S. Main St., Suite 142
Las Cruces, NM 88001

Exhibit B.2 - Summary of Cost Proposal

Professional Engineering Services and Expenses Breakdown

Project Description: East Mesa Water System Improvements - Phase I Design
Owner: Lower Rio Grande PWWA
Date of Submittal: 7/15/2019

Task / Description of Work		Professional Fees	Reimbursable Expenses	Subtotal	NMGRT @ 8.3125%	Total
1	Project Management	\$ 9,150.00	\$ -	\$ 9,150.00	\$ 760.59	\$ 9,910.59
2	Agency Involvement	\$ 5,000.00	\$ 156.60	\$ 5,156.60	\$ 428.64	\$ 5,585.24
3	Survey Topo Data Collection	\$ 29,440.00	\$ 3,517.34	\$ 32,957.34	\$ 2,739.58	\$ 35,696.92
4	Soils Report	\$ 7,050.00	\$ -	\$ 7,050.00	\$ 586.03	\$ 7,636.03
5	Preliminary Design & Specifications - 30%	\$ 43,050.00	\$ 81.20	\$ 43,131.20	\$ 3,585.28	\$ 46,716.48
6	Preliminary Design & Specifications - 60%	\$ 63,010.00	\$ 597.90	\$ 63,607.90	\$ 5,287.41	\$ 68,895.31
7	Pre-Final Design & Specifications - 90%	\$ 24,110.00	\$ 381.50	\$ 24,491.50	\$ 2,035.86	\$ 26,527.36
8	Final Design & Specifications - 100%	\$ 12,740.00	\$ 534.80	\$ 13,274.80	\$ 1,103.47	\$ 14,378.27
TOTALS:		\$ 193,550.00	\$ 5,269.34	\$ 198,819.34	\$ 16,526.86	\$ 215,346.20

Exhibit B.2 - Cost Proposal

Project Name: *East Mesa Water System Improvements - Phase I Design*
 Client: *Lower Rio Grande PWWA*
 Proposal Date: *7/15/2019*

		DESIGN CIVIL ENGINEERING TEAM					TOPOGRAPHIC SURVEY DATA COLLECTION TEAM		ADMINISTRATIVE TEAM		REIMBURSABLES								
Task Order Item	Job Description	Civil Project Manager	Staff Civil Engineer	Sr. Design Team Leader	Civil CAD Drafter	Research Assistant	2-Man Survey Data Collection Team	2-Man Survey Data Collection Team (Travel Time)	Project Accountant	Administrative Assistant	Mileage	Plots (Full Size - B/W)	Plots (Mini Size - B/W)	GPS Equipment Use	Other Direct Cost + 10% Markup (10% limit per contract)	Sub-Consultant Direct Cost + 10% Markup (10% limit per contract)	Total		
		\$ 150.00	\$ 130.00	\$ 90.00	\$ 70.00	\$ 50.00	\$ 150.00	\$ 90.00	\$ 90.00	\$ 50.00	0.58	\$ 7.00	\$ 2.50	\$ 20.00	\$ 1.10	\$ 1.10			
		Unit	Hr	Hr	Hr	Hr	Hr	Hr	Hr	Mile	Plan Sheet	Plan Sheet	Hr	Ea	Ea	\$			
1	Project Management																		
a	Project Phase Coordination		16.00																\$ 2,400.00
b	Manage Design Phases		32.00																\$ 4,800.00
c	Sub-Consultant Administration		8.00																\$ 1,200.00
d	Monthly Invoicing		2.00						5.00										\$ 750.00
Subtotal Task 1:			58.00	-	-	-	-	-	5.00	-	-	-	-	\$ -	\$ -				\$ 9,150.00
																	\$ 9,150.00	\$ -	
2	Agency Involvement																		
a	Meet/Interaction w/Applicable Review Agencies		8.00	8.00							120.00								\$ 2,309.60
b	Right of Entry Letter w/Signature			4.00							100.00								\$ 578.00
c	Project Permit(s) Coordination		8.00	8.00							50.00								\$ 2,269.00
Subtotal Task 2:			16.00	20.00	-	-	-	-	-	-	270.00	-	-	-	\$ -	\$ -			\$ 5,156.60
																	\$ 5,000.00	\$ 156.60	
3	Survey Topo Data Collection																		
a	Project Records Research			8.00		16.00													\$ 1,520.00
b	Utility Record Research			8.00		8.00													\$ 1,120.00
c	Design Locates Notification			2.00															\$ 180.00
d	Identify Known/Unknown Utilities		2.00	12.00															\$ 1,340.00
e	Field Survey Control						16.00	4.00			200.00		16.00						\$ 3,196.00
f	Field Topography Data Collection						32.00	8.00			500.00		32.00	\$ 263.04					\$ 6,739.34
g	Field Cross Sections Data Collection						35.00	8.00			500.00		35.00						\$ 6,960.00
h	Field Survey of Utility Locates						32.00	8.00			400.00		32.00						\$ 6,392.00
i	Field Data Compilation for Design		8.00	24.00	33.00														\$ 5,510.00
Subtotal Task 3:			-	10.00	54.00	33.00	24.00	115.00	28.00	-	1,600.00	-	-	115.00	\$ 263.04	\$ -			\$ 32,957.34
																	\$ 29,440.00	\$ 3,517.34	
4	Soils Report																		
a	Develop Soil Bore Map for Drill Rig Operator			3.00															\$ 270.00
b	Call NM811 prior to field explorations			2.00															\$ 180.00
c	Soils Report Sub-Consultant: Conduct Soil Bore Excavations, Analyze Collected Bore Information; Develop Final Project Soils Report (inclusive of recommendations for trenching, excavation, backfilling, density requirements, compaction lifts, clay mitigation techniques, water table depths, etc.)																		\$ 6,000.00
Subtotal Task 4:			-	-	5.00	-	-	-	-	-	-	-	-	\$ -	\$ 6,000.00				\$ 7,050.00
																	\$ 7,050.00	\$ -	
5	Preliminary Design & Specifications - 30%																		
a	Design Records Research			2.00		8.00					60.00								\$ 614.80
b	Existing Utility Mapping		2.00	24.00	16.00														\$ 3,540.00
c	Create 3D Project Surfaces		12.00	20.00															\$ 3,360.00
d	Check/Recalibrate Water Model		8.00																\$ 1,040.00
e	Preliminary Horizontal Alignment design for proposed waterline(s)		12.00	16.00	40.00														\$ 5,800.00

Exhibit B.2 - Cost Proposal

Project Name: *East Mesa Water System Improvements - Phase I Design*
 Client: *Lower Rio Grande PWWA*
 Proposal Date: *7/15/2019*

		DESIGN CIVIL ENGINEERING TEAM					TOPOGRAPHIC SURVEY DATA COLLECTION TEAM		ADMINISTRATIVE TEAM		REIMBURSABLES							
Task Order Item	Job Description	Civil Project Manager	Staff Civil Engineer	Sr. Design Team Leader	Civil CAD Drafter	Research Assistant	2-Man Survey Data Collection Team	2-Man Survey Data Collection Team (Travel Time)	Project Accountant	Administrative Assistant	Mileage	Plots (Full Size - B/W)	Plots (Mini Size - B/W)	GPS Equipment Use	Other Direct Cost + 10% Markup (10% limit per contract)	Sub-Consultant Direct Cost + 10% Markup (10% limit per contract)	Total	
		\$ 150.00	\$ 130.00	\$ 90.00	\$ 70.00	\$ 50.00	\$ 150.00	\$ 90.00	\$ 90.00	\$ 50.00	0.58	\$ 7.00	\$ 2.50	\$ 20.00	\$ 1.10	\$ 1.10		
		Unit	Hr	Hr	Hr	Hr	Hr	Hr	Hr	Hr	Hr	Mile	Plan Sheet	Plan Sheet	Hr	Ea	Ea	\$
5	Preliminary Design & Specifications - 30%																	
f	Preliminary Vertical Plan Set Design of proposed profile for the waterline(s)		12.00	16.00	30.00												\$ 5,100.00	
g	Proposed Bore Crossings plan and profile plans		2.00	8.00	8.00												\$ 1,540.00	
h	Tank Design/Booster Pump Upgrades/ Site Civil Design and related features	10.00	24.00	28.00													\$ 7,140.00	
i	Well Design/Well House/Piping Layout and related features	10.00	7.00	16.00													\$ 3,850.00	
j	Booster Upgrades at Butterfield Park & Mountain View/SCADA design initiation		32.00		10.00					80.00							\$ 4,906.40	
k	Engineering Details		4.00	8.00	24.00												\$ 2,920.00	
l	Traffic Control		2.00	8.00	8.00												\$ 1,540.00	
m	Internal Review	4.00	2.00	2.00	2.00												\$ 1,180.00	
n	QAQC	4.00															\$ 600.00	
	Subtotal Task 5:	28.00	119.00	148.00	138.00	8.00	-	-	-	-	140.00	-	-	-	\$ -	\$ -	\$ 43,131.20	
																	\$ 43,050.00	
																	\$ 81.20	
6	Preliminary Design & Specifications - 60%																	
a	Existing Utility Mapping		2.00	8.00	4.00												\$ 1,260.00	
b	Preliminary Horizontal Alignment design for proposed waterline(s)		16.00	40.00	8.00												\$ 6,240.00	
c	Preliminary Vertical Plan Set Design of proposed profile for the waterline(s)		12.00	30.00	4.00												\$ 4,540.00	
d	Proposed Bore Crossings plan and profile plans	1.00		8.00													\$ 870.00	
e	Tank Design/Booster Pump Upgrades/ Site Civil Design and related features	5.00	30.00	16.00													\$ 6,090.00	
f	Well Design/Well House/Piping Layout and related features	5.00	30.00	16.00													\$ 6,090.00	
g	Booster Upgrades at Butterfield Park & Mountain View		30.00							80.00							\$ 3,946.40	
h	SCADA Relocation/Design Integration		16.00		16.00					180.00							\$ 3,304.40	
i	Engineering Details		8.00	16.00	24.00												\$ 4,160.00	
j	Traffic Control		2.00	8.00	8.00												\$ 1,540.00	
k	Engineer's Opinion of Probable Construction Cost (EOPCC)	2.00	16.00	8.00													\$ 3,100.00	
l	Coordination with Manufacturers and Providers		16.00							160.00		10.00					\$ 2,197.80	
m	Prepare Contract Documents & Specifications	2.00	24.00						16.00								\$ 4,220.00	
n	Internal Review	8.00	4.00	4.00													\$ 2,080.00	
o	QAQC	8.00	4.00														\$ 1,720.00	
p	Submission to Agencies	2.00	4.00	4.00													\$ 1,180.00	
q	Right-of-Way Permits	4.00	24.00	40.00	32.00					15.00							\$ 9,568.70	
r	Design Review with Owner	2.00	4.00	4.00						70.00	40.00						\$ 1,500.60	
	Subtotal Task 6:	39.00	242.00	202.00	96.00	-	-	-	-	16.00	505.00	40.00	10.00	-	\$ -	\$ -	\$ 63,607.90	
																	\$ 63,010.00	
																	\$ 597.90	

Exhibit B.2 - Cost Proposal

Project Name: *East Mesa Water System Improvements - Phase I Design*
 Client: *Lower Rio Grande PWWA*
 Proposal Date: *7/15/2019*

DESIGN CIVIL ENGINEERING TEAM							TOPOGRAPHIC SURVEY DATA COLLECTION TEAM	ADMINISTRATIVE TEAM	REIMBURSABLES							Total	
Task Order Item	Job Description	Civil Project Manager	Staff Civil Engineer	Sr. Design Team Leader	Civil CAD Drafter	Research Assistant	2-Man Survey Data Collection Team	2-Man Survey Data Collection Team (Travel Time)	Project Accountant	Administrative Assistant	Mileage	Plots (Full Size - B/W)	Plots (Mini Size - B/W)	GPS Equipment Use	Other Direct Cost + 10% Markup (10% limit per contract)	Sub-Consultant Direct Cost + 10% Markup (10% limit per contract)	Total
	Billing Rate / Unit	\$ 150.00	\$ 130.00	\$ 90.00	\$ 70.00	\$ 50.00	\$ 150.00	\$ 90.00	\$ 90.00	\$ 50.00	0.58	\$ 7.00	\$ 2.50	\$ 20.00	\$ 1.10	\$ 1.10	\$
	Unit	Hr	Hr	Hr	Hr	Hr	Hr	Hr	Hr	Hr	Mile	Plan Sheet	Plan Sheet	Hr	Ea	Ea	\$
7	Pre-Final Design & Specifications - 90%																
a	Pre-Final Horizontal Alignment design for proposed waterline(s)		8.00	20.00													\$ 2,840.00
b	Pre-Final Vertical Plan Set Design of proposed profile for the waterline(s)		8.00	20.00													\$ 2,840.00
c	Proposed Bore Crossings plan and profile plans			2.00													\$ 180.00
d	Tank Design/Booster Pump Upgrades/ Site Civil Design and related features	2.00	10.00	4.00													\$ 1,960.00
e	Well Design/Well House/Piping Layout and related features	2.00	8.00	16.00													\$ 2,780.00
f	Booster Upgrades at Butterfield Park & Mountain View		8.00		4.00												\$ 1,320.00
g	SCADA Relocation/Design Integration		12.00		4.00						90.00						\$ 1,892.20
h	Engineering Details			8.00	16.00												\$ 1,840.00
i	Traffic Control			2.00	2.00												\$ 320.00
j	Engineer's Opinion of Probable Construction Cost (EOPCC)	2.00	6.00	4.00													\$ 1,440.00
k	Prepare Contract Documents & Specifications	2.00	8.00						8.00								\$ 1,740.00
l	Internal Review	3.00	3.00	3.00													\$ 1,110.00
m	QAQC	3.00	3.00														\$ 840.00
n	Submission to Agencies		4.00	4.00													\$ 880.00
o	Right-of-Way Permits			8.00	4.00						15.00						\$ 1,008.70
p	Design Review with Owner	2.00	4.00	4.00							70.00	40.00					\$ 1,500.60
	Subtotal Task 7:	16.00	82.00	95.00	30.00	-	-	-	-	8.00	175.00	40.00	-	-	\$ -	\$ -	\$ 24,491.50
																	\$ 24,110.00
																	\$ 381.50
8	Final Design & Specifications - 100%																
a	Address Final Comments Received from Review Agencies and Owner	4.00	22.00	28.00													\$ 5,980.00
b	Engineer's Opinion of Probable Construction Cost (EOPCC)	2.00	6.00	2.00													\$ 1,260.00
c	Revisions to Contract Documents & Specifications	2.00	10.00						4.00								\$ 1,800.00
d	Internal Review	4.00	2.00	2.00													\$ 1,040.00
e	QAQC	3.00	3.00														\$ 840.00
f	Submission to Agencies	1.00	2.00	2.00													\$ 590.00
g	Right-of-Way Permits	1.00		4.00													\$ 510.00
h	Deliverables Production			8.00							60.00		200.00				\$ 1,254.80
	Subtotal Task 8:	17.00	45.00	46.00	-	-	-	-	4.00	-	60.00	-	200.00	-	\$ -	\$ -	\$ 13,274.80
																	\$ 12,740.00
																	\$ 534.80
Total Hours / Reimbursables / Fees:		174.00	518.00	550.00	297.00	32.00	115.00	28.00	5.00	28.00	2,750.00	80.00	210.00	115.00	\$ 263.04	\$ 6,000.00	\$ 198,819.34
Plus: NMGRT @ 8.3125%:																	\$ 16,526.86
Grand Total Cost Proposal:																	\$ 215,346.20

RESOLUTION NO. 2020-04

**APPROVING PARTICIPATION IN THE PROGRAM OF THE
SOUTH CENTRAL COUNCIL OF GOVERNMENTS, INC.
FOR FISCAL YEAR 2019-2020**

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

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

- A. Implement the work program as established by the SCCOG Board of Directors for the 2019-2020 Fiscal Year.
- B. Provide the Member, when requested, with technical, grant program planning, economic development, strategic overall planning and management assistance.
- C. Address problems, issues and opportunities of a regional nature which go beyond single municipal or county jurisdictional boundaries and serve as a liaison and advocate for local governments within the region at the state and federal levels.
- D. Provide information dissemination about statewide regional and community initiatives to foster greater coordination and efficiency of the programs.

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

- A. To participate, through their designated representatives or alternate, in the SCCOG’s policy development process by attending meetings, helping formulate the annual work program, reviewing the SCCOG Goals and Objectives, and the District Comprehensive Economic Development Strategy (CEDS).
- B. To pay to the SCCOG the sum of **\$500.00** annual membership dues as payment of the aforementioned services for the period beginning July 1, 2019 and ending June 30, 2020.
- C. The Member hereby appoints _____, as their designated representative and _____ as alternate.

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

DONE this 17th day of July, 2019 at LRGPWWA Vado Office, New Mexico.

Attestation:

Member Government

Esperanza Holguin, Secretary, LRGPWWA

Mike McMullen, Board Chair, LRGPWWA

Attest :

South Central Council of Governments, Inc.

Jay Armijo, Executive Director

Chairwoman, Nora Barraza



South Central COUNCIL OF GOVERNMENTS

District 7

June 15, 2019

Members

State Legislator:
Senator Mary Kay Papen

Doña Ana County

City of Las Cruces

City of Sunland Park

City of Anthony

City of Socorro

Socorro County

City of Truth or Consequences

Sierra County

Town of Mesilla

Village of Hatch

Village of Magdalena

Village of Williamsburg

City of Elephant Butte

Lower Rio Grande Public
Water Works Authority

San Antonio Mutual Domestic
Water Consumer Association

Polyadera Mutual Domestic
Water Consumer Association

Doña Ana Mutual Domestic
Water Consumer Association

Anthony Water & Sanitation
District

Martin Lopez, General Manager
Lower Rio Grande PWWA
325 Holguin Road
Vado, NM 88072

Re: Request for Membership Dues for FY 2019-2020- Invoice

Dear Mr. Lopez:

This letter is a request to Lower Rio Grande PWWA for your membership in the South Central Council of Governments (SCCOG) for FY 19-20. Please find enclosed a membership dues invoice. This year's dues for Lower Rio Grande PWWA will remain the same in the amount of \$ 500.00.

It is required that your participation with the SCCOG be passed by resolution. For your convenience, a resolution is enclosed for the governing body's review and approval.

Your membership and participation in the SCCOG is crucial to our concerted efforts in the district. If you have any questions with respect to our request, please contact me at your earliest possible convenience.

Sincerely,


Katherine Gervasio
SCCOG Fiscal Administrator

Enclosure

Main Office
P.O. Box 1072
600 Hwy. 195, Suite B & C
Elephant Butte, NM 87935
Phone: 575-744-4857
Fax: 575-744-5021

Jay Armijo, Executive Director
Email: jarmijo@sccog-nm.com
Website: www.sccog-nm.com

Mesilla Office
P.O. Box 297
2231 Avenida de Mesilla
Mesilla, NM 88046-0297
Email: tigooolsby@sccog-nm.com
Ph: 575-524-3262 Ext. 110

South Central Council of Governments

INVOICE

South Central Council of Governments
P.O. Box 1072/600 Hwy 195, Suite C
Elephant Butte, NM 87935

06.15.19

INVOICE # SCCOG-06

BILL TO:

Martin Lopez, General Manager
Lower Rio Grande PWWA
325 Holguin Road
Vado, NM 88072

DESCRIPTION	AMOUNT
South Central Council of Governments Membership FY 19-20	\$ 500.00
<hr/> TOTAL	\$ 500.00



www.lrgauthority.org

LOWER RIO GRANDE

Public Water Works Authority

Resolution #FY2020-05

Adopting Budget Adjustments for FY2019

Whereas, in order to comply with Sections 6-6-1 and 6-6-2 NMSA 1978, the Board of Directors wishes to adopt and pass a resolution to approve the Budget Adjustments for FY2019 on July 17, 2019.

Therefore, be it resolved, the Board of Directors adopts and passes this resolution to Adopt the Budget Adjustments for FY2019 and is officially approved on July 17, 2019.

PASSED, APPROVED, AND ADOPTED: July 17, 2019.

Mike McMullen, Chairman

Seal:

Esperanza Holguin, Secretary

FY19 Year End Budget Adjustment

Account	Account Name	Original Budget	Budget Adjustments	Current Budget	Activity	Budget Remaining
	44010 Administrative Fees	\$ (8,400.00)	\$ (3,525.00)	\$ (11,925.00)	\$ (12,095.25)	\$ 170.25
	44190 Rental Fees	\$ (17,000.00)	\$ (2,500.00)	\$ (19,500.00)	\$ (19,592.74)	\$ 92.74
	44220 Water Use Fees	\$ (2,721,000.00)	\$ (98,000.00)	\$ (2,819,000.00)	\$ (2,819,780.80)	\$ 780.80
	44230 Utility Service Fees	\$ (143,600.00)	\$ (4,500.00)	\$ (148,100.00)	\$ (152,948.15)	\$ 4,848.15
	44240 Utility Connection Fees	\$ (27,800.00)	\$ (96,025.00)	\$ (123,825.00)	\$ (123,611.70)	\$ (213.30)
	44250 Utility Re- Connection Fees	\$ (71,200.00)	\$ (110,440.00)	\$ (181,640.00)	\$ (181,620.97)	\$ (19.03)
100-40010	44270 Impact Fees	\$ (20,000.00)	\$ (52,600.00)	\$ (72,600.00)	\$ (74,274.34)	\$ 1,674.34
	44990 Other Charges for Services	\$ (11,000.00)	\$ (4,475.00)	\$ (15,475.00)	\$ (15,775.88)	\$ 300.88
001-45010	46030 Interest	\$ (600.00)	\$ 155.00	\$ (445.00)	\$ (503.14)	\$ 58.14
	46900 Miscellaneous-Other	\$ (100,000.00)	\$ (75,082.00)	\$ (175,082.00)	\$ (180,032.32)	\$ 4,950.32
	Total Revenue:	\$ (3,120,600.00)	\$ (446,992.00)	\$ (3,567,592.00)	\$ (3,580,235.29)	\$ 12,643.29
150-80-63000	51020 Regular Pay-Sewer	\$ 10,000.00	\$ 6,750.00	\$ 16,750.00	\$ -	\$ 16,750.00
	51020 Regular Pay-Water	\$ 875,000.00	\$ 103,250.00	\$ 978,250.00	\$ 978,069.11	\$ 180.89
001-00-63060	51050 Contract Labor	\$ 10,000.00	\$ (7,550.00)	\$ 2,450.00	\$ 2,412.58	\$ 37.42
	51060 Overtime	\$ 30,000.00	\$ 23,000.00	\$ 53,000.00	\$ 35,128.84	\$ 17,871.16
	51900 Salaries-Other Wages	\$ 270,000.00	\$ (71,700.00)	\$ 198,300.00	\$ 161,080.39	\$ 37,219.61
	52010 Payroll Taxes-Social Security	\$ 73,000.00	\$ (50.00)	\$ 72,950.00	\$ 72,805.26	\$ 144.74
	52011 Payroll Taxes-Medicare	\$ 18,500.00	\$ (1,250.00)	\$ 17,250.00	\$ 17,027.21	\$ 222.79
	52020 Retirement	\$ 143,500.00	\$ (10,200.00)	\$ 133,300.00	\$ 133,878.03	\$ (578.03)
150-00-63010	52020 401K Annual Contribution	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -
100-60-63090	52021 HISC-Blue Medicare Rx. Mr. Ortega	\$ 500.00	\$ (500.00)	\$ -	\$ -	\$ -
001-00-63110	52030 Insurance-Health	\$ 175,000.00	\$ 96,400.00	\$ 271,400.00	\$ 271,386.90	\$ 13.10
001-00-63100	52050 Insurance-Dental	\$ 15,000.00	\$ (2,000.00)	\$ 13,000.00	\$ 12,967.02	\$ 32.98
001-00-63200	52060 Insurance-Vision	\$ 5,000.00	\$ (1,100.00)	\$ 3,900.00	\$ 3,887.83	\$ 12.17
	52080 Other Insurance Premiums	\$ 2,500.00	\$ (2,350.00)	\$ 150.00	\$ (118.89)	\$ 268.89
001-00-63115	52100 Work Comp Insurance	\$ 20,000.00	\$ (1,000.00)	\$ 19,000.00	\$ 18,968.00	\$ 32.00
	53030 Travel	\$ 10,000.00	\$ 9,050.00	\$ 19,050.00	\$ 8,983.34	\$ 10,066.66
001-00-63130	53050 Mileage	\$ 1,500.00	\$ (150.00)	\$ 1,350.00	\$ 1,333.47	\$ 16.53
	54030 Maintenance & Repairs	\$ 104,000.00	\$ 5,900.00	\$ 109,900.00	\$ 54,147.94	\$ 55,752.06
	54040 Automobile Repairs & Maint. LRG-00 Misc	\$ 40,000.00	\$ 32,150.00	\$ 72,150.00	\$ 60,044.96	\$ 12,105.04
	5499 Maintenance & Repairs-Water	\$ 103,500.00	\$ (7,300.00)	\$ 96,200.00		\$ 96,200.00
	5499 Maintenance & Repairs-Sewer	\$ 89,000.00	\$ (37,800.00)	\$ 51,200.00	\$ 147,167.15	\$ (95,967.15)
001-00-60010	55010 Audit	\$ 15,000.00	\$ -	\$ 15,000.00	\$ 13,666.25	\$ 1,333.75
	55030 Contract Services	\$ 65,000.00	\$ 61,700.00	\$ 126,700.00	\$ 83,944.14	\$ 42,755.86
	55999 Contract-Other Services	\$ 7,500.00	\$ 10,800.00	\$ 18,300.00	\$ 13,598.60	\$ 4,701.40
	56020 Office Supplies	\$ 5,000.00	\$ 14,150.00	\$ 19,150.00	\$ 12,541.93	\$ 6,608.07
	56030 Field Supplies	\$ 71,000.00	\$ (26,550.00)	\$ 44,450.00	\$ 43,801.27	\$ 648.73
150-00-64500	56030 Supplies & Materials	\$ -	\$ 300.00	\$ 300.00	\$ 220.00	\$ 80.00
001-00-65370	56040 Tool Furniture	\$ 5,000.00	\$ 2,400.00	\$ 7,400.00	\$ 5,194.34	\$ 2,205.66
001-10-65390	56110 Uniforms-Employee	\$ 11,200.00	\$ 1,450.00	\$ 12,650.00	\$ 12,642.20	\$ 7.80
001-10-65250	56120 Fuel	\$ 60,000.00	\$ 10,550.00	\$ 70,550.00	\$ 70,518.52	\$ 31.48
	5699 Inventory	\$ 110,000.00	\$ 44,342.00	\$ 154,342.00	\$ 136,950.01	\$ 17,391.99
150-70-60130	57050 Training	\$ -	\$ 100.00	\$ 100.00	\$ 30.00	\$ 70.00
	57050 Training	\$ 5,000.00	\$ 1,650.00	\$ 6,650.00	\$ 6,544.33	\$ 105.67
001-00-66200	57070 Insurance-General Liability	\$ 75,000.00	\$ (6,150.00)	\$ 68,850.00	\$ 68,833.00	\$ 17.00
	57080 Postage	\$ 30,500.00	\$ (27,500.00)	\$ 3,000.00	\$ 2,548.76	\$ 451.24

001-20-65360	57090 Printing and Copying	\$ 20,000.00	\$ 21,550.00	\$ 41,550.00	\$ 41,520.67	\$ 29.33
001-00-60030	57150 Dues and Subscriptions	\$ 5,000.00	\$ (3,500.00)	\$ 1,500.00	\$ 1,191.05	\$ 308.95
	57160 Telephone	\$ 40,000.00	\$ 2,200.00	\$ 42,200.00	\$ 42,174.59	\$ 25.41
	57170 Electricity	\$ 232,000.00	\$ (21,100.00)	\$ 210,900.00	\$ 210,792.97	\$ 107.03
150-00-64200	57170 Electricity-Sewer	\$ 9,000.00	\$ (1,000.00)	\$ 8,000.00	\$ 7,937.06	\$ 62.94
001-20-65540	57171 Natural Gas	\$ 3,000.00	\$ (1,150.00)	\$ 1,850.00	\$ 1,829.78	\$ 20.22
	57999 Other Operating Costs	\$ 38,300.00	\$ 48,950.00	\$ 87,250.00	\$ 78,148.12	\$ 9,101.88
150-00-60600	59010 Debt Service	\$ 20,000.00	\$ 44,000.00	\$ 64,000.00	\$ -	\$ 64,000.00
100-00-60600	59010 Debt Service	\$ 128,000.00	\$ (43,000.00)	\$ 85,000.00	\$ 5,804.05	\$ 79,195.95
	59020 Interest	\$ 151,000.00	\$ 29,200.00	\$ 180,200.00	\$ 159,134.11	\$ 21,065.89
150-00-60675	59020 Interest paid to USDA	\$ 16,000.00	\$ (100.00)	\$ 15,900.00	\$ 15,889.51	\$ 10.49
001-00-66500	Property Taxes	\$ -	\$ 150.00	\$ 150.00	\$ 117.76	\$ 32.24
001-00-60001	Transfers to Reserves	\$ -	\$ 150,000.00	\$ 150,000.00	\$ -	\$ 150,000.00
		\$ -	\$ 150,150.00	\$ 150,150.00	\$ 117.76	\$ 150,032.24

Total Expenses:	\$ 3,120,000.00	\$ 446,992.00	\$ 3,566,992.00	\$ 2,798,754.85	\$ 452,237.15
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\$ (3,120,600.00) \$ (446,992.00) \$ (3,567,592.00)

\$ (600.00) \$ - \$ (600.00)