

# 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: 1-15-20

Time: 9:30

Places: Vado Office

Event: Regular Board meeting

SIGNATURE	Print Name, Title, Company	Contact Information Phone Number	Email Address
	Patricia Charles LRG PWWA	575-233-5742	patty.charles@lrgauthority.org
	MARTIN Lopez Engineer	575 571-3628	martin.lopez@lrgauthority.org
	Kathi Jackson Financial Manager	(575) 640-4330	Kathi.jackson@lrgauthority.org
	Mike McMullen LRG Board Member		
	KIRKMAN SMITH LRG PWWA	382 5982	SAME
	JOSE R EVANS LRG PWWA	618 0182	
	Harry M. Johnson	505 9632	info@maysonary.com
	LRG. Espy Holger	575 644-9543	Espy@Q.com
	Karen Nichols LRG Proj. Mgr.	915 203 2057	karen.nichols@lrgauthority.org
	JOHN SCHROEDER LRG PWWA Accountant ASST.	575-233-5742	John.Schroeder@LRGAuthority.org
	Mike Lopez	(575) 635-3921	mike.lopez@lrgauthority.org
	Tiffany Goolsby SLCOG	575-740-2926	tigoolsby@slcog-nm.com

# LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

## Draft Minutes—REGULAR BOARD OF DIRECTORS MEETING

9:30 a.m. Wednesday, January 15, 2020 at our Vado Office, 325 Holguin Road, Vado

Agendas are final 72 hours prior to the meeting and may be obtained at any LRGPWVA Office or at [www.LRGauthority.org/noticesavisos.html](http://www.LRGauthority.org/noticesavisos.html). Call 575-233-5742 or email [board@LRGauthority.org](mailto: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. District #1 is vacant, 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, Mr. Smith representing District #7 was present. Staff Members present were General Manager Martin Lopez, Projects Manager Karen Nichols, Patricia Charles Projects Specialist, Finance Manager Kathi Jackson, Accounting Assistant John Schroder, Operations Manager Mike Lopez and Guest Tiffany Goolsby from SCCOG.
  - II. **Pledge of Allegiance:** Mr. McMullen led the pledge of allegiance.
  - III. **Motion to approve Agenda (VIII A. postponed):** Mrs. Holguin made the motion to approve the agenda with VIIIA postponed. Mr. Smith seconded the motion, the motion passed with all in favor.
  - IV. **Approval of Minutes**
    - A. **Motion to approve the minutes of the December 11, 2019 Regular Board Meeting:** Mrs. Holguin made the motion to approve the minutes of the December 11, 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. December billing was not received by some customers, primarily those receiving mail at the Organ Post Office. We are working with those affected to remove fees. Most customers called and got their balances over the telephone. HIDTA semi-annual certification is pending, they have a new Director. State Land Office annual lease payment for Organ property has been sent. 2019 Staff evaluations have been completed. One LRG Operator passed his water level 1 (Arturo Talamantes) in November 2019. Our current Operator Certifications are as follows  

Water 4 (3)	Waste Water 4 (3)
Water 3 (3)	Waste Water 3 (1)
Water 2 (3)	Waste Water 2 (4)
Water 1 (2)	Waste Water 1 (0)
- Ms. Nichols and Mr. Lopez are planning a trip to Santa Fe to the Legislative Session in support of our Capital Outlay Requests on Jan 28 & 29, 2020. Will also be attending the Colonia's Day on February 13, 2020. Mr. Lopez and Ms. Nichols attended the Legislator's meeting held at Del Cerro on January 8, 2020 which was mainly for Non-Profit groups. We will be keeping an eye

on HB82 introducing Minimum Wage increase, which will impact us. It will also impact our rates will keep the board posted. We were sad about the passing of Gabriel Gutierrez last week he was an Operator for LRGPWWA and Desert Sands and a on the Board of Director for LRGMDDWA and Berino. Mrs. Holguin wanted to thanks LRG staff for all the hard work and appreciates everything they do.

- B. Projects:** Ms. Nichols provided a written report and stood for questions. The East Mesa Water System Improvement Project update the 30% design submittal was received and is in review. We will have a conference call with DBSA this afternoon to discuss. Stern Drive line extension is substantially complete but we have not received a pay app. Yet. Contractor had some issues with DOT about re-seeding that they are working out. Martin had a call from Jason McClure inquiring about the cost of continuing the water line on Stern Drive all the way to the Mercantile. Ms. Nichols called them and said we have \$20,000.00 in remaining funds from the Project that we could possibly use. We prefer to put pipe in the ground so she is going to speak to Marty to get a quote for the cost of design and construction. It won't be cheap but \$20,000.00 will help. Jacquez Waterline Extension Project, Notice of Award and Notice to Proceed were issued to J29. They will break ground 1/27/20 they have 30 days for construction period but will probably take a week to complete. Ms. Nichols said she had updated the Legislative Report it is included in the Board Packet and is updated on the Board Member page on our website. Pre-file ends January 17, 2020 and opening day is January 21, 2020. Mrs. Holguin said she will be attending January 21 thru January 24, 2020. Then she will return to Legislative Session on January 27 thru January 31, 2020. Ms. Nichols said she would provide Mrs. Holguin with paper copies of all our Capital Outlay Requests to take with her. Ms. Nichols said all Capital Outlay Requests have been sent to Jay at SCCOG. Our request if for the Central Operations Facility, Ms. Nichols sent requests via email to all our Legislators. Ms. Nichols said we need to celebrate a decade in operation, we began in 2010.
- C. Operations:** Mr. Mike Lopez provided a written report and stood for questions. We were issued two violations from the Environment Dept. one was for a non-sampling Bac-T at Valle Del Rio, which we did sample but the name on the form was not completed. The other was for a non-sampling lead and Cooper for High Valley, again we did sample however the system name was incorrect. Mr. Martin Lopez mentioned there might be one more violation coming because a Nitrate sample was taken in December 2019 from the Brazito well by NMED, but the bottle was broken while in transit to the testing facility, which was beyond our control.
- D. Finance:** Ms. Jackson provided a written report and stood for questions. She provided the December Income Statement, which is the end of 2<sup>nd</sup> quarter report as well. We brought in \$943,000.00 in revenues. Year to date is under 2 million which is right in line with our budget our expenses were \$857,000.00 we paid off a loan in December 2019. Mr. Lopez said we paid off Colonia's 3156 in the amount of \$80,326.00. Our reserves are fully funded. The new Meter Mechanic is working out very well. Ms. Charles and Ms. Jackson will be attending the Third Module Training in San Antonio at the Utility Management Institute on February 4 – 7, 2020. We met with a company by the name of PDS we are working on having all our customer files scanned and loaded on to our computer system so they can be viewed electronically at any time without having to pull the paper file. Ms. Nichols asked if we had heard anything about the Rate Study, Ms. Jackson said she had not heard anything yet.

## VIII. Unfinished Business

- A. **Appointment of Director for District 2:** postponed

## IX. New Business

- A. **Motion to adopt Resolution FY2020-13 adopting FY2020 2<sup>nd</sup> Quarter Budget:** Ms. Jackson said this report is the mirror image of the 2<sup>nd</sup> Quarter Income Statement ending December 2019 just a different format. Mr. Magallanez made the motion to adopt Resolution FY2020-13 adopting FY2020 2<sup>nd</sup> Quarter Budget. Mrs. Holguin seconded the motion, the motion pass with all in favor.
- B. **Acceptance & approval of the FY2019 audit (in review @ NM OSA):** Mr. Lopez requested this item be postponed for the next board meeting. We did not get the Audit back from the State in time for this board meeting, it is complete and in review. Mrs. Holguin made the motion to postpone this item until next board meeting. Mr. Evaro seconded the motion, the motion passed with all in favor.
- C. **Designation of a Representative to vote in EBID elections:** Mr. Lopez said EBID sent him a letter requesting we have a Designated Representative to participate in their voting process, because we now have additional water rights acquired with the purchase of the land in Vado. Mrs. Holguin made the motion to designate Mr. McMullen as the LRGWWA Designated Representative. Mr. Smith seconded the motion, the motion passed with all in favor.
- D. **Motion to adopt Resolution FY2020-14 CDBG Conditions:** Ms. Nichols introduced Tiffany Goolsby from The South-Central Council of Governments to introduce this resolution. Ms. Goolsby said this resolution is needed every year as long as we apply and receive funding from CDBG, it's the Annual Certification and Commitments. Mr. Magallanez made the motion to adopt Resolution FY2020-14 CDBG Conditions. Mrs. Holguin seconded the motion, the motion passed with all in favor.
- E. **Motion to approve CDBG Grant Administration Contract for Water Master Plan with SCCOG:** Ms. Nichols explained that this contract allows SCCOG to administer the grant funding from CDBG for a fee of \$1,500.00. Mrs. Holguin made the motion to approve CDBG Grant Administration Contract for Water Master Plan with SCCOG. Mrs. Holguin said Ms. Goolsby has done an excellent job in the past. Mr. Smith seconded the motion, the motion passed with all in favor.
- F. **Motion to authorize closing the waiting list for Mesquite-Brazito Sewer Project 1:** Mr. Lopez consulted with the Engineers for this Project and found that the contingency funds are still available for additional connections. Mr. Lopez requested this item be postponed for another day, since we still have funds available. We may need to revisit closing the waiting list, if funds are not available. Mrs. Holguin made the motion to postpone closing the waiting list. Mr. Smith seconded the motion, the motion passed with all in favor.

**G. Motion to authorize issuing an RFP for the Water Master Plan Project:** Mr. Lopez said now that we have secured CDBG funding and have allocated \$50,000.00 of our own funds it is time to get a Contractor on board. Mr. Magallanez made the motion to authorize issuing an RFP for the Water Master Plan Project. Mrs. Holguin seconded the motion, the motion passed with all in favor.

**H. Motion to authorize issuance of Board Vacancy Notice for Districts 1 & 2:** Mr. Lopez said we would like to notify our members that we are in need of additional board members. They need to be from the District and have to be a qualified elector and be registered to vote. Mrs. Holguin said she had some people that might be interested. She will send the information to Mr. Lopez. Mrs. Holguin made the motion to authorize issuance of Board Vacancy Notice for District 1 & 2. Mr. Evaro seconded the motion, the motion passed with all in favor.

**X. Other discussion and agenda items for next meeting at 9:30 a.m. Wednesday, February 19, 2020 at the East Mesa Office.**

- A.** Have any Board Members participated in training? If so, please give us a copy of your certificate
- B.** Acceptance & approval of the FY2019 Audit
- C.** Authorize issuing RFP for Legal Services
- D.** Selection of Board of Directors Officers

**XI. Motion to Adjourn:** Mr. Smith made the motion to adjourn the meeting at 10:15 a.m., Mrs. Holguin seconded the motion the motion passed with all in favor.

**Minutes approved February 19, 2020**

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

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

\_\_\_\_\_  
Esperanza Holguin, Secretary (District 4)

\_\_\_\_\_  
VACANT  
Director (District 1)

\_\_\_\_\_  
Joe Evaro, Director (District 3)

\_\_\_\_\_  
Henry Magallanez, Director (District 5)

\_\_\_\_\_  
VACANT  
Director (District 2)

# LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

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

9:30 a.m. Wednesday, January 15, 2020 at our Vado Office, 325 Holguin Road, Vado

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

- I. Call to Order, Roll Call to Establish Quorum: District #1 (Vacant) \_\_, #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. postponed)
- IV. Approval of Minutes
  - A. Motion to approve the minutes of the December 11, 2019 Regular Board Meeting
- V. Presentations: NONE
- VI. Public Input—15 minutes are allotted for this item, 3 minutes per person
- VII. Managers' Reports
  - A. General Manager
  - B. Projects
  - C. Operations
  - D. Finance
- VIII. Unfinished Business
  - A. Appointment of Director for District 2 –postponed
- IX. New Business
  - A. Motion to adopt Resolution FY2020-13 adopting FY2020 2<sup>nd</sup> quarter Budget
  - B. Acceptance & approval of the FY2019 audit (in review @ NM OSA)
  - C. Designation of a Representative to vote in EBID elections
  - D. Motion to adopt Resolution FY2020-14 CDBG Conditions
  - E. Motion to approve CDBG Grant Administration Contract for Water Master Plan with SCCOG
  - F. Motion to authorize closing the waiting list for Mesquite-Brazito Sewer Project I
  - G. Motion to authorize issuing an RFP for the Water Master Plan Project
  - H. Motion to authorize issuance of Board Vacancy Notice for Districts 1 & 2
- X. Other discussion and agenda items for next meeting at 9:30 a.m. Wednesday, February 19, 2020 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

## Minutes—REGULAR BOARD OF DIRECTORS MEETING

9:30 a.m. Wednesday, December 11, 2019 at our Office, 521 St Valentine, La Mesa

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

- I. **Breakfast courtesy of Wilson & Company & presentation of Lower Rio Grande PWWA 2020 Legislative Priorities:** Ms. Nichols provided a presentation for LRGPWWA Legislative Priorities to State Representative Raymundo Lara and breakfast was provided by Wilson & Company.
- II. **Call to Order, Roll Call to Establish Quorum:** Chairman McMullen called the meeting to order at 10:33 a.m. and called roll.
- III. Mr. Sanchez representing District #1 was absent, District #2 is vacant, Mr. Evaro representing District #3 was present, Mrs. Holguin representing District #4 was present, Mr. Magallanez representing District # 5 was absent, Mr. McMullen representing District #6 was present, Mr. Smith representing District #7 was present. Staff members present were General Manager Martin Lopez, Projects Manager Karen Nichols, Finance Manager Kathi Jackson, Operations Manager Mike Lopez, Projects Specialist Patricia Charles, and Accounting Assistant John Schroder. Guests attending the meeting were Mrs. Phyllis J. Smith and NM State Representative Raymundo Lara.
- IV. **Pledge of Allegiance:** Mr. McMullen led the pledge of allegiance.
- V. **Motion to approve Agenda (VIII A. postponed):** Mrs. Holguin made the motion to approve the agenda with VIIIA postponed. Mr. Smith seconded the motion, the motion passed with all in favor.
- VI. **Approval of Minutes**
  - A. **Motion to approve the minutes of the November 13, 2019 Regular Board Meeting:** Mr. Smith made the motion to approve the minutes of the November 13, 2019 Regular Board Meeting. Mrs. Holguin seconded the motion, the motion passed with all in favor.
- VII. **Presentations:** NONE
- VIII. **Public Input:** NONE
- IX. **Managers' Reports**
  - A. **General Manager:** Mr. Lopez provided a written report and stood for questions. We have applied for extension of LRG 3338 for Beneficial Use (water rights) with NM Office of State Engineer. We paid off Loan# 3156-CIF for Veterans Road-Berino Bosque Water Project. Ms. Jackson ran the collection account numbers and the total was \$71,756.94. Ms. Charles and Ms. Meza have been working on filing liens and writing up payment agreements with our customer's we have collected about 17% of the original balance. Just this week we have collected between \$4000 and \$5000. Mr. Lopez met with RCAC and they have started a Rate Study, just to look at our rates. The SCCOG is hosting a Legislative meeting on December 17, 2019 in Mesilla, and staff will be providing a presentation. Our December-January office



schedule is as follows: our offices will be closed at 1:00 pm for employee training on Friday, December 13, 2019. The delinquency due date will be moved from December 15, 2019 to December 17, 2019. We will close all our offices at noon on December 24, 2019 and will be closed all day December 25, 2019. We will close all our offices at noon on December 31, 2019 and be closed all day January 1, 2020.

- B. Projects:** Ms. Nichols provided a written report and stood for questions. Mesquite-Brazito Sewer Project update, we have had many complaints regarding the wet roads. We are continuing to deal with the mud. We are working with the contractor to provide better access to the homeowners in the area. We have about 14-15 people on the waiting list for service. Mr. Lopez is now concerned with adding too many people to the list because of budgetary limits. We might have to make a decision about limiting the amount of people on the waiting list at our next board meeting. Mr. Lopez said we are still adding people to our waiting list for Mesquite-Brazito Sewer Project 2. Design revisions are being made for the South Valley Water Supply & Treatment Project, and RCAC interim loan is in process. Valle Del Rio Water System Project Construction Phase II Engineering Agreement Amendment is pending approval and project should be out to bid soon. 1<sup>st</sup> requisition was submitted for East Mesa Water System Project. Mr. Smith asked what this project entails, Ms. Nichols said it will include a Central storage tank, well, return line and booster upgrades. High Valley Water System Improvements Project phase I is close to bid. Stern Drive Waterline Extension Project and Jacquez Waterline Extension Project, award of contracts are pending NMED-CPB approval. 2020 Legislature pre-file period begins 12/16/19, Capital Outlay presentations- one was this morning and another is scheduled for 12/17/19 at the SCCOG event. 2019 Elections- Dona Ana Clerk will be holding the swearing-in ceremony on 12/30/19 at 10:30 am. Ms. Nichols wanted to remind everyone to be sure and input the data needed for the 2019 water audits. We are working on internal policies so we can score higher in the future. We will have an outside company do the Water Audits for 2019. Mr. Lopez wanted to add that the Ms. Jackson just hired a new individual for the Water Meter Mechanic. He said Mr. Jackson and Mr. Mike Lopez and their staffs are in the process of exchanging meters.
- C. Operations:** Mr. Mike Lopez provided a written report and stood for questions. The pump and motor have been installed at East Mesa well #2 and is working fine. Well #2 (Venadito) is almost ready to go back into service; it just needs to be shocked flushed before it goes online. Production was low due to the rain recently. Mr. Lopez said we are partnering with Dona Ana County on Berry Patch Road which is part of our East Mesa upgrades. We will be getting some numbers on the costs from the County to bury a dry line for future use. Mrs. Holguin wanted to make a request to take a look at maybe providing water services for the area around Pancho Place and Forest Road. The water in that area smells bad and is probably contaminated. Because of the increase in Pecan Orchards in the area it has caused a lack of potable water. Mr. Lopez said we have had a feasibility study done in the area but we have not moved forward with anything as of yet. Mrs. Holguin asked if maybe we could use emergency money because of the water contamination.
- D. Finance:** Ms. Jackson provided a written report and stood for questions. We took in \$272,285.12 and expenses totaled \$371,376.78 in the month of November. Included in the expenses are the purchase of the Radio Read System and the Mini Excavator, which will be

reimbursed soon. Once the funding for these items is received, we will have \$1,600.00 surplus. The Audit is in review at the state office.

**X. Unfinished Business**

**A. Appointment of Director for District 2 –postponed**

**XI. New Business**

**A. Motion to authorize Cost of Living &/or Merit pay increase for staff:** Mr. Lopez said that we have enough allocated in the budget to give a 5% increase. Mr. Evaro asked if the increase is going to be for cost of living or merit. He said everyone should get the cost of living. Mr. Lopez said what he has done in the past is give the cost of living which is 1.6% for the State and the rest up to 5% is for merit. Mrs. Holguin made the motion to authorize a cost of living and a merit pay increase for staff. Mr. Smith seconded the motion, the motion passed with all in favor.

**B. Motion to approve Engineering Services Agreement with Bohannon Huston, Inc. for Wetlands Closure Project contingent upon NMED-CPB approval:** Mr. Lopez said last month we went over the selection process. This is to approve the contract. We have included the cover letter in the packet. The entire contract is on the directors' page on our website. Mrs. Holguin made the motion to approve the Engineering Services Agreement with Bohannon Huston, Inc. for Wetlands Closure Project contingent upon NMED-CPB approval. Mr. Evaro seconded the motion, the motion passed with all in favor.

**C. Motion to approve Engineering Services Agreement amendment with Souder, Miller & Associates for High Valley Ph. II Project contingent upon NMED-CPB approval:** Ms. Nichols said the reason for bringing the amendment to the board is that this is actually for the beginning of Phase II, so it is a new contract. Mrs. Holguin made the motion to approve the Engineering Services Agreement amendment with Souder, Miller & Associates for High Valley Ph. II Project contingent upon NMED-CPB approval. Mr. Smith seconded the motion, the motion passed with all in favor.

**D. Motion to authorize termination of membership for delinquent accounts:** Mr. Lopez said all the letters have been sent to notify these customers and liens have been filed for the people that own the properties, the write offs are renters or accounts for people that have sold or lost their properties. Mrs. Smith made the motion to authorize termination of membership for delinquent accounts. Mrs. Holguin seconded the motion the motion passed with all in favor.

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

**i. Roll Call Vote: District #1 (Mr. Sanchez) absent, #2 Vacant, #3 (Mr. Evaro) YES, #4 (Mrs. Holguin) YES, #5 (Mr. Magallanez) ABSENT, #6 (Mr. McMullen) YES, #7 (Mr. Smith) YES.**

- ii. **Motion to reconvene in open session:** Mr. Smith made the motion to reconvene in open session at 11:19 am. Mrs. Holguin seconded the motion, the motion passed with all in favor.
- iii. Statement by the Chair: ***The matters discussed in the closed meeting were limited only to those specified in the motion for closure.*** Mr. McMullen made the statement regarding the matters discussed.
- iv. **Motion, if any related to closed session matters:** No motion was made related to closed session matters.

**XII. Other discussion and agenda items for next meeting at 9:30 a.m. Wednesday, January 15, 2020 at the Vado Office.**

- A. Have any Board Members participated in training? If so, please give us a copy of your certificate:** Mr. Evaro attended the DFA/LGD Budget Conference on November 13, 2019.
- B. Acceptance & approval of the FY2019 audit (in review @ NM OSA)**
- C. Disposition Committee Meeting, January 15, 2020, 15 minutes before Regular Board Meeting:** Mr. Lopez said the Disposition Committee would not need to meet on January 15, 2020.
- D. Designation of a Representative to vote in EBID elections**
- E. CDBG Resolutions**
- F. Approval of SCCOG Contract for Water Master Plan**
- G. Authorization for RFP for Master Plan Project**

**XIII. Motion to Adjourn:** Mr. Smith made the motion to adjourn the meeting at 11:34 am Mrs. Holguin seconded the motion. The motion passed with all in favor.

**Minutes approved January 15, 2020**

\_\_\_\_\_  
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**  
**January 15, 2020**

- December Billing-not received by some customers, primarily those receiving mail at the Organ Post Office-working with those affected to remove fees; billing vendor to provide list
- HIDTA Semi-Annual Certification is pending
- State Land Office annual lease payment for Organ property has been sent
- Staff 2019 evaluations are nearly complete
- One operator passed his water level 1 (Arturo Talamantes)
- Current Operator Staffing
  - Water 4 (3)      WW 4 (3)
  - Water 3 (3)      WW 3 (1)
  - Water 2 (3)      WW 2 (4)
  - Water 1 (2)      WW 1 (0)
  - WW staff are dual certified in water
- Legislative Session: Plan travel to Santa Fe in support of Colonias Day (February 13<sup>th</sup>) and Capital Outlay Request
- Legislator's meeting held at Del Cerro on January 8
- HB82 introduced-Minimum Wage
  - Current
    - \$10.50 per hour effective January 1, 2021
    - \$11.50 per hour effective January 1, 2022
    - \$12.00 per hour effective January 1, 2023
  - Proposed
    - \$10.50 per hour effective January 1, 2021
    - \$12.00 per hour effective January 1, 2022
    - \$15.00 per hour effective January 1, 2024
    - Additionally CPI increase annually-no decrease
- Gabriel Gutierrez passed last week: (LRGPWWA/Desert Sands-Operator; LRGMDWA/Berino-Board of Director)

**LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITIES  
PROJECTS REPORT – 1/15/20**

**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** – Seventh progress meeting was held on 1/6/20. 7<sup>th</sup> Contractor’s pay applications is in process. First Change Order has been approved. Second one is pending to address additional time needed due to utility conflicts. Contractor has done some road work to address complaints, and is continuing to provide 2-week look-ahead schedules which are posted on the Projects & Planning page at our website.

**LRG-17-01 – Mesquite-Brazito Sewer Project 2 – Bohannon Huston, Inc. – Design Stage – USDA-RD LOC \$15,030,780** – 17<sup>th</sup> Request for Funds from RCAC bridge loan is in preparation. BHI is working on USDA response to comments. Two easement appraisals have been received for easements that will be acquired by eminent domains along with one last parcel of land.

**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: 9/17/19 USDA signed engineering contract received, Schedule is being updated, and it will be about 2 weeks for resubmitting revised plans to NMED-DWB.

**LRG-17-01 – Water Master Plan – WTB #252**: Grant Agreement has been signed and sent back to Ms. Goolsby at SCCOG for submittal to CDBG.

**LRG-17-02 – Central Office Building – Wilson & Co. - DW-4213 \$3,285,619**: Architect is working on bid documents, and has been consulting with our IT firm and obtaining quotes for bringing fiber optic service to the site.

**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**: Engineer re-sent revised contract docs on 12/18/19 to NMED-CPB & DWB. DWB approval was received 11/12/19. Construction Phase Engineering Agreement Amendment is pending NMED-CPB approval.

**LRG-17-03 –East Mesa Water System Improvements Project – NMFA 3803-PG & 3804-PG, 4915-CIF – Design** – 1<sup>st</sup> Requisition was submitted on 12/2/19. 30% design submittal was received 12/19/19, and we have a conference call with DBSA this afternoon to discuss.

**LRG-18-01 – High Valley Water System Improvements Project – NMFA 4645-CIF18, 4915-CIF – Design & Construction – Souder, Miller & Assoc.** – CPB approval of Engineering Services Amendment #4 and final contract documents is still pending. Engineer addressed NMED-CPB comments and resubmitted on 11/12/19, additional comments were received 1/2/20.

**LRG-18-01 Ph. II – High Valley Water System Improvements Ph. II Project – NMFA 4916-CIF \$630,384 Grant, \$111,244 Loan – Design & Construction – Souder, Miller & Assoc.** – Funding closed 9/27/19, engineering agreement was submitted to NMED-CPB on 12/11/19 and is pending approval.

**LRG-18-02 – Stern Drive Waterline Extension Project – Design/Build – SMA - \$150,000 SAP** – Notice of Award and Notice to Proceed were issued to Highland Enterprises, and the construction is complete, but pay app and close-out documents are pending. Engineer is working up an estimate of cost to extend the line all the way up to Mesquite Mercantile since they have expressed an interest in contributing the necessary funds in excess of what remain in the SAP in order to do that.

**LRG-18-03 – Jacquez Waterline Extension Project – Design/Build - \$50,000 SAP – Wilson & Co.** – Notice of Award and Notice to Proceed were issued to J29, preconstruction conference was held 1/9/20, and construction will begin 1/27/20.

**LRG-19-09 – S. Valley Service Area Line Extensions - SMA** – We are considering applying to NMED Local Government Planning Fund for PER funding.

**LRG-20-01 – Mesquite Wetlands Closure – Plan/Design - BHI - \$250,000 SAP:** Project kick-off was held on 10/15/19. Contract proposal is pending.

#### **Other projects:**

**2020 Legislature:** 2020 Legislative Report is located on the Directors Only page and will continue to be updated thru the Pocket Veto Date. Capital Outlay Request for furniture, fixtures, equipment, and construction cost overruns has been submitted thru the Legislature website and by email to our legislators along with Reauthorization Requests to modify the scope of the 2019 Mini-Excavator and Jacquez Road SAP grants. These have also been sent to the SCCOG, and Martin & I are booked to head up to Santa Fe on the 28<sup>th</sup> to meet with our legislators. Colonia's Day is February 13<sup>th</sup>, and we have four rooms reserved. If any directors would like to attend, please let us know right away.

**2019 Election:** Mr. McMullen was sworn-in at the county ceremony, and a photo is posted on the Directors Only and Board & Elections pages at our website.

**Infrastructure Capital Improvements Plan 2021-2025:** Complete, submitted, and approved.

**Documents Retention & Destruction** – Sorting of old association documents for storage or destruction is ongoing, and staff is implementing approved retention/destruction schedules for LRGPWWA documents. No bins have been sent out for shredding in the past month.

**Website and Email** – Notices and Minutes pages are up to date.

**Training** – Patty attended the Colonia's Infrastructure Trust Fund training on 1/7/20 in Las Cruces.

**Lower Rio Grande Water Users Organization** – nothing new to report

**As Needed Engineering Services** - Currently we have two active Task Orders: BHI for transferring a BLM permit from Organ WSA to the LRGPWWA. The BLM permit fee has been paid, and the transfer paperwork is pending. Huitt Zollars Task Order for NM DOT permits for 3 new service installations has been issued, and they had to re-submit permit applications because they did not indicate the ROW on the map. We have a Task Order pending with BHI for plan review and construction oversight of the Berry Patch Road stub-out to be installed with a county paving project.

**Collection & Lien Procedures** - 213 first notifications, 119 certified letters have been sent and 83 liens have been filed to date. 14 liens have been released following payment in full of the account.

**Water Audits** –The Water Audit team met on 10/8/19 to work on policies, procedures, and planning to improve our data validity scores in future audits, and will meet again the first week of February to review progress.

## Lower Rio Grande PWWA

### Operators Report

January 15 , 2019

#### System Problems and Repairs.

- Backflow inspections are Current. (Mesquite District)
- For the month of December, we were issued 311 work and service orders.
- For the month of November, we were issued 508 work and service orders.
- For the month of Dec, we installed 4 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 MDWCA.
- We were issued two violations from the environment department, one was for a non-sampling Bac-T at Valle del Rio, which we did sample but the name on the form was not complete.



- The other was for a non-sampling Lead and copper for High Valley, again we did sample however the system name was incorrect.

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

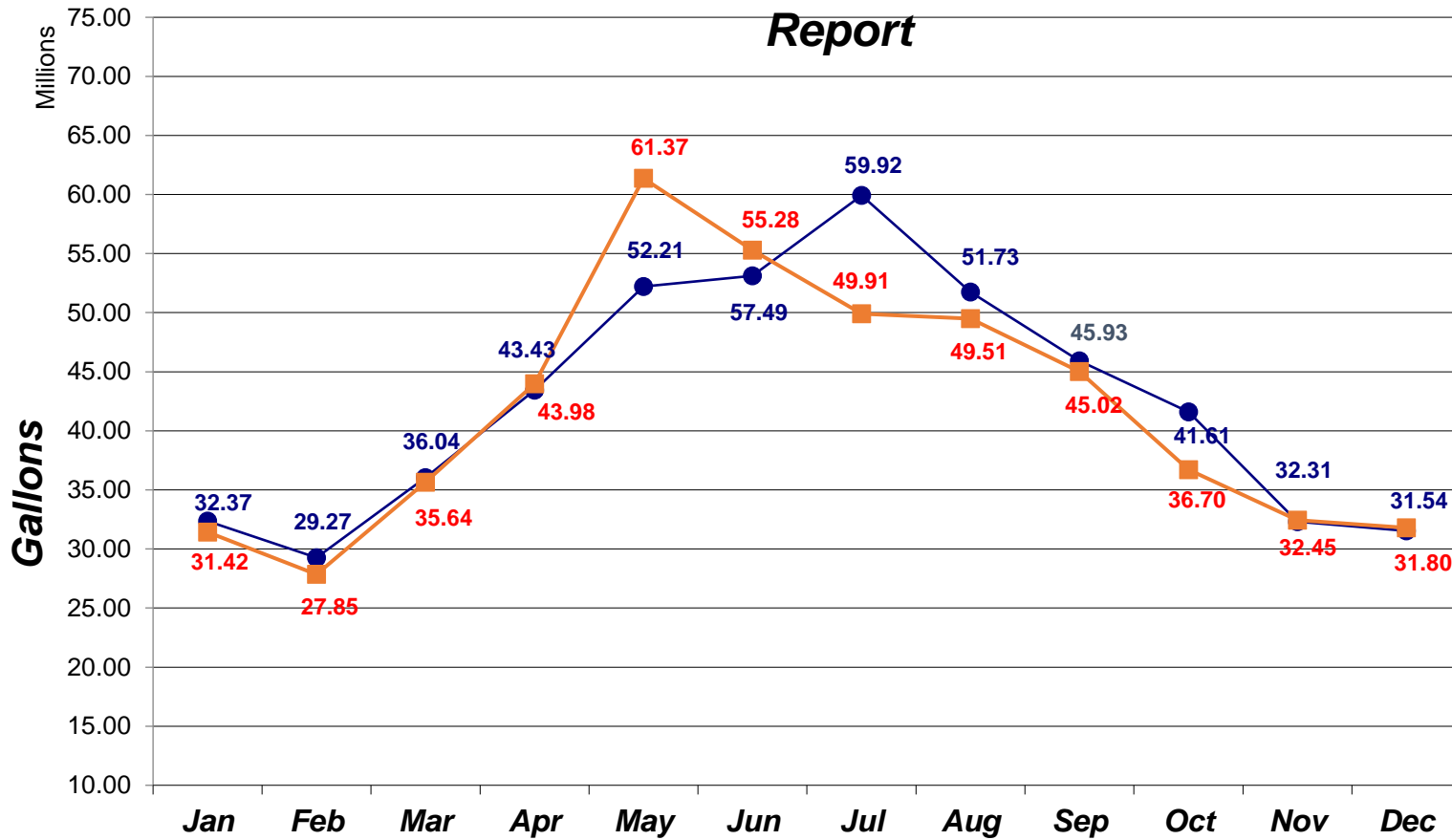
**Mesquite district Wetlands:** NMED is going to require us to drill 3 monitoring wells as the existing are dry.

**Mesquite and Organ Sewer Reports.** The Organ and the Mesquite wastewater reports are due and will be sent before the end of the week.

**Chlorine:** No problems.

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

# Lower Rio Grande PWWA Water Production Report



● 2019 Production    ■ 2018 Production



Lower Rio Grande Public Water Works Authority

# Income Statement

## Group Summary

For Fiscal: FYE 2020 Quarter Ending: 12/31/2019

AcctNumber	Current				Budget
	Total Budget	MTD Activity	QTD Activity	YTD Activity	Remaining
<b>Revenue</b>					
40000 - Operating Revenue	2,865,000.00	205,549.09	747,607.07	1,698,749.21	1,166,250.79
40001 - Activation & Connection Fees-Sewer	4,000.00	0.00	0.00	425.01	3,574.99
40002 - Installation Fees	57,500.00	2,159.02	7,845.84	30,062.08	27,437.92
40003 - Activation & Connection Fees-Water	7,500.00	557.22	1,879.38	3,304.37	4,195.63
40005 - Backflow Testing	7,000.00	0.00	1,125.00	1,750.00	5,250.00
40006 - Tampering Fee/Line Breaks	0.00	0.00	4,156.02	7,626.94	-7,626.94
40007 - Delinquency Fee	100,000.00	6,550.00	22,450.00	43,150.00	56,850.00
40008 - Penalties-Water	0.00	8,787.58	22,847.59	48,371.58	-48,371.58
40009 - Membership Fees	0.00	250.00	1,450.00	3,450.00	-3,450.00
40010 - Impact Fees	40,000.00	3,199.50	535.33	15,400.66	24,599.34
40011 - Returned Check Fees	0.00	70.00	315.00	595.00	-595.00
40012 - Credit Card Fees	10,000.00	934.00	2,836.00	5,536.00	4,464.00
40013 - Miscellaneous Revenue	0.00	25.00	70.00	493.05	-493.05
40015 - Penalties-Sewer	4,500.00	753.40	1,978.66	3,571.36	928.64
40017 - Hydrant Meter Rental Fee	15,000.00	500.00	500.00	1,500.00	13,500.00
40019 - DAC Trash Coupons	0.00	78.00	294.00	524.00	-524.00
40020 - Miscellaneous Revenue-Sewer	7,500.00	41.29	123.87	247.74	7,252.26
45000 - Tower Rent	0.00	500.00	1,250.00	2,000.00	-2,000.00
45001 - Billing Adjustments-Water	0.00	-4,047.07	-6,565.15	-71,228.24	71,228.24
45005 - Fiscal Agent Fees	0.00	4,438.25	16,096.81	29,885.32	-29,885.32
45010 - Interest	0.00	66.49	200.73	387.03	-387.03
45015 - Copy/Fax	0.00	22.05	44.30	123.05	-123.05
45020 - Other Income	45,000.00	0.00	25,850.83	40,130.32	4,869.68
45025 - Contract Services	50,000.00	2,871.52	9,746.74	24,643.95	25,356.05
45030 - Transfers In	0.00	80,326.00	80,326.00	80,326.00	-80,326.00
49000 - Recovered Bad Debts	0.00	200.00	400.00	1,200.00	-1,200.00
<b>Revenue Total:</b>	<b>3,213,000.00</b>	<b>313,831.34</b>	<b>943,364.02</b>	<b>1,972,224.43</b>	<b>1,240,775.57</b>
<b>Expense</b>					
60001 - Transfer to Reserves	0.00	10,000.00	30,000.00	60,021.65	-60,021.65
60005 - Accounting Fees	0.00	0.00	0.00	216.84	-216.84
60010 - Audit	15,000.00	0.00	9,429.71	9,429.71	5,570.29
60020 - Bank Service Charges	15,000.00	1,338.75	4,612.18	8,365.43	6,634.57
60025 - Cash Short/Over	300.00	24.09	44.09	2.87	297.13
60026 - Computer Hardware	0.00	0.00	1,971.90	1,971.90	-1,971.90
60030 - Dues and Subscriptions	5,000.00	-984.00	-774.00	-298.93	5,298.93
60035 - Engineering Fees	0.00	4,845.94	4,845.94	12,019.19	-12,019.19
60045 - Late Fees	1,000.00	0.00	0.00	0.00	1,000.00
60050 - Legal Fees	0.00	0.00	1,411.85	1,876.51	-1,876.51
60055 - Legal Notices	2,500.00	0.00	0.00	86.91	2,413.09
60060 - Licenses & Fees	5,000.00	1,125.00	4,866.69	5,216.69	-216.69
60065 - Meals	2,500.00	701.90	729.08	889.28	1,610.72
60075 - Permit Fees	1,500.00	25.00	50.00	450.00	1,050.00
60080 - Postage	30,500.00	38.97	675.61	1,123.74	29,376.26
60100 - Project Development	0.00	0.00	0.00	0.00	0.00
60115 - Talavera Expenses	0.00	0.00	0.00	0.00	0.00
60116 - Alto De Las Flores Expenses	0.00	0.00	0.00	0.00	0.00
60120 - Retirement Account Fees	2,500.00	693.95	2,049.89	4,112.27	-1,612.27
60125 - Easments & Leases	0.00	0.00	637.18	7,248.28	-7,248.28
60130 - Training	5,000.00	673.55	3,402.70	3,402.70	1,597.30
60140 - Travel:Airfare Per Diem	2,500.00	0.00	776.00	776.00	1,724.00
60150 - Travel:Lodging Per Diem	5,000.00	289.24	1,375.18	2,519.83	2,480.17
60155 - Travel:Meals Per Diem	2,500.00	38.31	418.12	628.53	1,871.47
60160 - Travel:Mileage/Parking Per Diem	1,500.00	0.00	280.43	555.83	944.17
60165 - Travel:Vehicle Rental Per Diem	0.00	0.00	211.47	241.47	-241.47
60600 - Debit Service	148,000.00	95,993.16	134,052.84	158,875.56	-10,875.56
60625 - Interest paid to NMED	0.00	0.00	12,435.44	12,435.44	-12,435.44

60650 - Interest paid to NMFA	37,000.00	3,932.31	8,039.60	11,954.68	25,045.32
60675 - Interest paid to USDA	130,000.00	10,570.29	33,762.81	68,551.59	61,448.41
63000 - Regular Pay	1,074,100.00	67,340.37	215,311.90	481,934.41	592,165.59
63001 - Overtime	70,000.00	2,723.83	8,638.92	18,979.45	51,020.55
63006 - Holiday Pay	55,000.00	8,549.37	18,166.01	27,047.00	27,953.00
63007 - Sick Pay	60,000.00	3,584.75	11,477.38	25,653.07	34,346.93
63008 - Annual Leave Pay	0.00	8,054.11	22,488.17	39,586.71	-39,586.71
63010 - 401K 10% Company Contribution	3,000.00	0.00	0.00	0.00	3,000.00
63020 - 401K Employee Contribution	61,700.00	0.00	0.00	0.00	61,700.00
63030 - Accrued Leave	75,000.00	0.00	0.00	0.00	75,000.00
63070 - Employee Benefits-401K Contrib	109,000.00	2,631.66	7,888.36	17,069.73	91,930.27
63100 - Insurance-Dental	18,000.00	1,096.88	3,113.77	6,386.26	11,613.74
63110 - Insurance-Health	272,000.00	23,772.36	63,350.44	129,627.49	142,372.51
63115 - Salaries: Insurance - Work Comp	20,000.00	0.00	3,031.00	6,721.00	13,279.00
63125 - Insurance: Life & Disability	21,000.00	1,490.10	4,908.94	9,799.58	11,200.42
63130 - Mileage	0.00	0.00	303.51	367.95	-367.95
63135 - Drug Testing	0.00	0.00	120.00	270.00	-270.00
63160 - Payroll Taxes-Medicare	19,860.00	1,308.63	4,003.18	8,601.35	11,258.65
63170 - Payroll Taxes-Social Security	77,440.00	5,595.65	17,117.10	36,778.37	40,661.63
63180 - Payroll Taxes-State Unemployem	0.00	25.00	25.00	25.00	-25.00
63200 - Vision Insurance	5,500.00	328.67	930.15	1,896.95	3,603.05
64100 - Sewer:DAC Waste Water Flow Charge	35,000.00	6,666.91	9,184.49	22,457.59	12,542.41
64200 - Sewer:Electricity-Sewer	9,000.00	674.41	2,706.59	4,892.53	4,107.47
64300 - Sewer:Lab & Chemicals-Sewer	42,000.00	317.40	317.40	2,105.47	39,894.53
65010 - Automobile Repairs & Maint.	40,000.00	924.08	7,745.56	15,665.33	24,334.67
65230 - Computer Maintenance	63,000.00	3,006.29	11,575.22	44,324.97	18,675.03
65240 - Equipment Rental	2,500.00	0.00	130.52	1,262.52	1,237.48
65250 - Fuel	60,000.00	4,604.21	16,288.79	34,228.64	25,771.36
65255 - GPS Insights Charges	7,000.00	478.75	1,974.85	2,972.25	4,027.75
65270 - Lab Chemicals-Water	5,000.00	52.26	313.56	540.40	4,459.60
65275 - SCADA Maintenance Fee	2,000.00	0.00	0.00	0.00	2,000.00
65276 - Test Equipment Calibration	2,000.00	0.00	0.00	0.00	2,000.00
65277 - Generator Maintenance Contract	3,000.00	0.00	0.00	0.00	3,000.00
65278 - Meter Testing/Repair/Replacement	0.00	0.00	237.81	312.81	-312.81
65280 - Lab Chemicals-Water:Chemicals	35,000.00	1,617.78	7,324.18	17,174.24	17,825.76
65300 - Locates	6,000.00	0.00	640.69	1,281.38	4,718.62
65310 - Maint. & Repairs-Infrastructure	0.00	165.35	19,364.47	56,142.50	-56,142.50
65320 - Maint. & Repairs-Office	10,000.00	665.88	1,098.77	3,957.31	6,042.69
65330 - Maintenance & Repairs-Other	1,500.00	197.05	5,288.73	11,157.98	-9,657.98
65340 - Materials & Supplies	45,000.00	1,707.94	7,618.06	25,439.74	19,560.26
65345 - Non Inventory-Consumables	65,000.00	242.02	6,523.86	20,976.20	44,023.80
65350 - Office Supplies	2,500.00	737.10	2,259.06	4,459.04	-1,959.04
65360 - Printing and Copying	20,000.00	3,309.86	10,794.10	21,597.64	-1,597.64
65370 - Tool Furniture	5,000.00	341.18	2,756.79	5,356.58	-356.58
65390 - Uniforms-Employee	10,400.00	1,628.33	6,037.19	8,180.34	2,219.66
65490 - Cell Phone	20,000.00	1,654.86	4,954.14	9,921.09	10,078.91
65500 - Electricity-Lighting	6,000.00	392.52	1,504.65	2,692.63	3,307.37
65510 - Electricity-Offices	15,000.00	831.31	3,315.53	7,789.79	7,210.21
65520 - Electricity-Wells	211,000.00	13,370.91	46,815.00	100,925.07	110,074.93
65530 - Garbage Service	2,500.00	36.00	1,058.24	1,485.40	1,014.60
65540 - Natural Gas	3,000.00	133.58	377.13	755.38	2,244.62
65550 - Security/Alarm	6,700.00	0.00	0.00	1,168.20	5,531.80
65560 - Telephone	20,000.00	1,649.21	4,659.60	8,845.07	11,154.93
65561 - Telstar Maintenance Contract	7,000.00	0.00	0.00	0.00	7,000.00
65570 - Wastewater	2,000.00	185.32	555.96	1,107.72	892.28
66200 - Insurance-General Liability	75,000.00	0.00	34,476.63	50,612.63	24,387.37
66700 - Water Conservation Fee	20,000.00	969.15	3,595.23	8,668.36	11,331.64
<b>Expense Total:</b>	<b>3,213,000.00</b>	<b>302,367.50</b>	<b>857,671.34</b>	<b>1,681,875.09</b>	<b>1,531,124.91</b>
<b>Total Surplus (Deficit):</b>	<b>0.00</b>	<b>11,463.84</b>	<b>85,692.68</b>	<b>290,349.34</b>	<b>-290,349.34</b>



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

# **LOWER RIO GRANDE**

---

## **Public Water Works Authority**

---

### **Resolution #FY2020-13**

### **Approving Second Quarter Budget for Fiscal Year 2020**

**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 FY2020 Second Quarter Budget on January 15, 2020.

**Therefore**, be it resolved, the Board of Directors adopts and passes this resolution to approve the FY2020 Second Quarter Budget officially approved on January 15, 2020.

PASSED, APPROVED, AND ADOPTED: January 15, 2020.

---

Mike McMullen, Chairman

Seal:

---

Esperanza Holguin, Secretary

**State of New Mexico**  
**Local Government Budget Management System (LGBMS)**

**Year-to-Date Actuals - Fiscal Year 2019-2020 - FY2020 Q2**  
**Lower Rio Grande Public WWA - Entity**  
**Summary Report Sorted by Fund and Department**

Printed from LGBMS on 2020-01-14 12:17:28

**11000 General Operating Fund**

**10000 Assets**

0001 No Department	Original	Adjustments	Adjusted	YTD	Balance	% Realized
10100 Cash Assets	1,033,655.00	0.00	1,033,655.00	1,033,655.00	0.00	100.00
<b>0001 Totals</b>	<b>1,033,655.00</b>	<b>0.00</b>	<b>1,033,655.00</b>	<b>1,033,655.00</b>	<b>0.00</b>	<b>100.00</b>
<b>10000 Assets Totals</b>	<b>1,033,655.00</b>	<b>0.00</b>	<b>1,033,655.00</b>	<b>1,033,655.00</b>	<b>0.00</b>	<b>100.00</b>

**40000 Revenues**

0001 No Department	Original	Adjustments	Adjusted	YTD	Balance	% Realized
46000 Miscellaneous Revenues	0.00	0.00	0.00	387.03	(387.03)	0.00
<b>0001 Totals</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>387.03</b>	<b>(387.03)</b>	<b>0.00</b>
<b>40000 Revenues Totals</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>387.03</b>	<b>(387.03)</b>	<b>0.00</b>

**50100 Water Enterprise**

**40000 Revenues**

0001 No Department	Original	Adjustments	Adjusted	YTD	Balance	% Realized
44000 Charges for Services	2,954,500.00	0.00	2,954,500.00	1,716,205.46	1,238,294.54	58.09
46000 Miscellaneous Revenues	95,000.00	0.00	95,000.00	99,833.59	(4,833.59)	105.09
47000 Intergovernmental Grants (Distributions)	409,000.00	0.00	409,000.00	0.00	409,000.00	0.00
<b>0001 Totals</b>	<b>3,458,500.00</b>	<b>0.00</b>	<b>3,458,500.00</b>	<b>1,816,039.05</b>	<b>1,642,460.95</b>	<b>52.51</b>
<b>40000 Revenues Totals</b>	<b>3,458,500.00</b>	<b>0.00</b>	<b>3,458,500.00</b>	<b>1,816,039.05</b>	<b>1,642,460.95</b>	<b>52.51</b>

**50000 Expenditures**

**6003 Water Utility/Authority**

0001 No Department	Original	Adjustments	Adjusted	YTD	Balance	% Realized
51000 Salary & Wages (FTE required)	1,340,000.00	0.00	1,340,000.00	593,200.64	746,799.36	44.27
52000 Employee Benefits	603,500.00	0.00	603,500.00	220,993.00	382,507.00	36.62
53000 Travel Costs	11,500.00	0.00	11,500.00	5,089.61	6,410.39	44.26
54000 Purchased Property Services	132,500.00	0.00	132,500.00	92,364.85	40,135.15	69.71
55000 Contractual Services	92,500.00	0.00	92,500.00	71,101.64	21,398.36	76.87
56000 Supplies	348,000.00	0.00	348,000.00	110,111.33	237,888.67	31.64
57000 Operating Costs	462,500.00	0.00	462,500.00	254,282.57	208,217.43	54.98
58000 Capital Purchases	189,000.00	0.00	189,000.00	0.00	189,000.00	0.00
59000 Debt Service	279,000.00	0.00	279,000.00	201,111.27	77,888.73	72.08
<b>6003 Totals</b>	<b>3,458,500.00</b>	<b>0.00</b>	<b>3,458,500.00</b>	<b>1,548,254.91</b>	<b>1,910,245.09</b>	<b>44.77</b>
<b>50000 Expenditures Totals</b>	<b>3,458,500.00</b>	<b>0.00</b>	<b>3,458,500.00</b>	<b>1,548,254.91</b>	<b>1,910,245.09</b>	<b>44.77</b>

**50300 Wastewater/Sewer Enterprise**

**40000 Revenues**

0001 No Department	Original	Adjustments	Adjusted	YTD	Balance	% Realized
44000 Charges for Services	303,500.00	0.00	303,500.00	75,472.35	228,027.65	24.87
47000 Intergovernmental Grants (Distributions)	250,000.00	0.00	250,000.00	0.00	250,000.00	0.00
<b>0001 Totals</b>	<b>553,500.00</b>	<b>0.00</b>	<b>553,500.00</b>	<b>75,472.35</b>	<b>478,027.65</b>	<b>13.64</b>
<b>40000 Revenues Totals</b>	<b>553,500.00</b>	<b>0.00</b>	<b>553,500.00</b>	<b>75,472.35</b>	<b>478,027.65</b>	<b>13.64</b>

**50000 Expenditures**

**6005 Wastewater Utility/Authority**

0001 No Department	Original	Adjustments	Adjusted	YTD	Balance	% Realized
51000 Salary & Wages (FTE required)	30,000.00	0.00	30,000.00	0.00	30,000.00	0.00
52000 Employee Benefits	6,500.00	0.00	6,500.00	0.00	6,500.00	0.00
54000 Purchased Property Services	82,000.00	0.00	82,000.00	18,000.00	64,000.00	21.95
57000 Operating Costs	9,000.00	0.00	9,000.00	4,892.53	4,107.47	54.36

58000 Capital Purchases	250,000.00	0.00	250,000.00	0.00	250,000.00	0.00
59000 Debt Service	36,000.00	0.00	36,000.00	50,706.00	(14,706.00)	140.85
<b>6005 Totals</b>	<b>413,500.00</b>	<b>0.00</b>	<b>413,500.00</b>	<b>73,598.53</b>	<b>339,901.47</b>	<b>17.80</b>
<b>50000 Expenditures Totals</b>	<b>413,500.00</b>	<b>0.00</b>	<b>413,500.00</b>	<b>73,598.53</b>	<b>339,901.47</b>	<b>17.80</b>

<b>ALL FUNDS</b>	<b>Original</b>	<b>Adjustments</b>	<b>Adjusted</b>	<b>YTD</b>	<b>Balance</b>	<b>% Realized</b>
<b>10000 Assets</b>	<b>1,033,655.00</b>	<b>0.00</b>	<b>1,033,655.00</b>	<b>1,033,655.00</b>	<b>0.00</b>	<b>100.00</b>
<b>40000 Revenues</b>	<b>4,012,000.00</b>	<b>0.00</b>	<b>4,012,000.00</b>	<b>1,891,898.43</b>	<b>2,120,101.57</b>	<b>47.16</b>
<b>50000 Expenditures</b>	<b>3,872,000.00</b>	<b>0.00</b>	<b>3,872,000.00</b>	<b>1,621,853.44</b>	<b>2,250,146.56</b>	<b>41.89</b>



# Elephant Butte Irrigation District Of New Mexico

530 S Melendres St  
Las Cruces, NM 88005

Telephone (575) 526-6671

Fax (575) 523-9666  
Water Records Fax (575) 526-8391

### Staff Members

Gary L. Esslinger, Treasurer/Manager  
Leo Barrett, Maintenance Project Director  
Gail Norvell, Finance Director  
James Narvaez, Irrigation System Director  
Delyce Maciel, HR/Safety Director  
Erek Fuchs, Groundwater Resource Director  
Zack Libbin, P.E., District Engineer  
Patrick Lopez, SCADA Director

### Board of Directors

Michael McNamee, Vice-President  
Greg Daviet, Secretary  
Jerry Franzoy  
James Salopek  
Robert Sloan  
Sam Salopek  
Joe Paul Lack  
Steve Lyles  
Keith Deputy

5053

Lower Rio Grande Public Water Works Authority  
325 Holguin Road, Box C  
Vado, NM 88072

## DESIGNATION OF CORPORATE/TRUST REPRESENTATIVE<sup>1</sup>

STATE OF New Mexico )  
 ) SS  
COUNTY OF Dona Ana )

I, Mike McMullen, being first duly sworn, on oath state:

(Select Only One)

- That I am the ~~President~~ **Board Chair** of the above listed Corporation, which was formed under the laws of the State of New Mexico.
- That I am the person designated by the Board of Directors for the above listed Corporation to exercise the Corporation's vote.
- That I am the Trustee of the above listed Trust.

Mike McMullen, Board Chair, Lower Rio Grande  
**Signature** Public Water Works Authority

Subscribed and sworn to before me this 15th day of January, ~~2019~~ 2020.

\_\_\_\_\_  
Notary Public  
Patricia Charles

July 5, 2020  
\_\_\_\_\_  
Commission Expiration Date

<sup>1</sup> This form does not apply if the Customer name printed on it is anything other than a Corporation, LLC, or Trust.



RESOLUTION # \_\_\_\_\_

**ADOPTION OF REQUIRED  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
ANNUAL CERTIFICATIONS AND COMMITMENTS**

**WHEREAS**, municipalities, counties or other entities that accept Community Development Block Grant (CDBG) funds must adopt certain required federal regulations; and

**WHEREAS**, the \_\_\_\_\_ (hereinafter referred to as the Grantee) wishes to ensure compliance with federal regulations by adopting the following required certifications and commitments:

- Citizen Participation** certifies its commitment to citizen participation by preparing and adopting a Citizen Participation Plan that includes ways to encourage public input using various methods to reach the public and assures that citizens are provided reasonable notice and timely access to local meetings, per the Open Meetings Act (NMSA 1978, Chapter 10, Article 15)
- Fair Housing** certifies its commitment to the Fair Housing Act of 1968 to affirmatively further fair housing, which prohibits discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing on the basis of race, color, religion, sex, disability, familial status, or national origin
- Residential Anti-Displacement & Relocation Assistance** certifies its compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, whose purpose is to provide uniform, fair, and equitable treatment for persons whose real property is acquired or for persons displaced as a result of a CDBG-funded project or activity
- Section 3** certifies its commitment to Section 3, a provision of the Housing and Urban Development (HUD) Act of 1968, which requires recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low and very low income residents in connection with projects and activities in their community. Attached is the Grantee Section 3 hiring information.
- Procurement** certifies its compliance with federal procurement code (24 CFR Part 85.36) and New Mexico Procurement Code (§13-1-120 NMSA 1978) by adopting a procurement policy annually for CDBG projects

## GRANTEE SECTION 3 PLAN CHART

- Chart for Section 3 Plan **MUST** be filled out for job classifications that result from this CDBG funding. If this project will not create jobs, this chart will not be applicable. Attach additional job classifications as necessary.

_____ ANTICIPATED/ACTUAL HIRES				_____ HIRING YEAR	
PLANNED			ACTUAL		
Job Classification	# of Positions to be Filled	# of Positions to be Filled by Lower Income <hr style="width: 50%; margin: 0 auto;"/> Residents	# of Positions Filled	Positions Filled by Lower Income <hr style="width: 50%; margin: 0 auto;"/> Residents	

**NOW, THEREFORE, BE IT RESOLVED**, that the Grantee adopts the above CDBG certifications and commitments that must be adopted annually.

**PASSED, APPROVED, SIGNED, AND ADOPTED** at a duly called and convened regular meeting of the governing body of the Lower Rio Grande Public Water Works Authority this 15th day of January \_\_\_\_\_, 2020.

**SIGNED:** \_\_\_\_\_  
Mike McMullen, Board Chair , Chief Elected Official

**ATTEST:**

\_\_\_\_\_  
(Name and Title)  
Esperanza Holguin, Secretary

# EXHIBIT 1-Z

## CDBG FEDERAL REQUIREMENTS

### CITIZEN PARTICIPATION REQUIRED ELEMENTS

In accordance with the 1987 revisions to the Housing and Community Development Act and in an effort to further encourage citizen participation, \_\_\_\_\_ has prepared and adopted this Citizen Participation Plan. (Lower Rio Grande Public Water Works Authority)

#### Objective A

\_\_\_\_\_ will provide for and encourage citizen participation within its area of jurisdiction, with particular emphasis on participation by persons of low and moderate income. *Action items:*

1. *Adopt and circulate an Open Meetings Resolution which provides citizens with reasonable notice of county/municipality upcoming meetings, actions and functions.*
2. *Develop press releases on county/municipality meetings, actions and hearings, and circulate to newspapers, radio and television media.*
3. *Develop and maintain listing of groups and representative of low and moderate income persons, and include on mailing lists of announcements, notices, press releases, etc.*

#### Objective B

\_\_\_\_\_ will provide citizens with reasonable and timely access to local meetings, information and records relating to the proposed and actual use of CDBG funds. *Action items:*

1. *Public notices, press releases, etc., should allow for a maximum length of notice to citizens.*
2. *Appropriate information and records relating to the proposed and actual use of CDBG funds must be available upon request to all citizens. Personnel and income records may be exempted from these requirements.*
3. *Meetings, hearing, etc., should be conducted at times and locations conducive to public attendance, e.g., evenings, Saturdays.*

#### Objective C

\_\_\_\_\_ will provide technical assistance to groups and representatives of low and moderate income persons that request assistance in developing proposals. *Note: the level and type of assistance is to be determined by the county/municipality. Action items:*

1. *Low and moderate income groups should be advised that technical assistance, particularly in the area of community development, is available from the county/municipality upon request.*
2. *Document technical assistance provided to such groups and has documentation available for review.*

#### Objective D

\_\_\_\_\_ will provide a minimum of two public hearings to obtain citizen participation and respond to proposals and questions at all stages of the Community Development Block Grant Program. *Action items:*

1. *Advise citizens of the CDBG program objectives, range of activities that can be applied for and other pertinent information.*
2. *Conduct a minimum of two public hearings:*
  - a. *One public hearing will be held to advise citizens of the program objectives and range of activities that can be applied for, and to obtain the citizen's views on community development and housing needs, to include the needs of low and moderate income people. This hearing will take place prior to the selection of the project to be submitted to the state for CDBG funding assistance.*
  - b. *A second public hearing will be held to review program performances, past use of funds and make available to the public its community development and housing needs, including the needs of low and moderate income families, and the activities to be undertaken to meet such needs.*
3. *Publish public hearing notices in the non-legal section of newspapers or in other local media. Evidence of compliance with these regulations will be provided with each CDBG application, i.e., hearing notice minutes of public meetings, list of needs and activities to be undertaken, etc. Amendments to goals, objectives and applications are also subject to public participation.*

#### Objective E

\_\_\_\_\_ will provide timely written answers to written complaints and grievances within 15 working days where practical. *Action items:*

1. *Adopt complaint handling procedures or policies to insure that complaints or grievances are responded to within 15 days, if possible.*
2. *Allow for appeal of a decision to a neutral authority.*
3. *File a detailed record of all complaints or grievances and responses in one central location with easy public access.*

#### Objective F

\_\_\_\_\_ will identify how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of residents can be reasonably expected to participate. *Action items:*

1. *Identify areas where large majorities of non-English speaking persons reside and make appropriate provisions when issues affecting these areas are to be discussed at public meetings, hearings, etc. Appropriate provisions will include having interpreters available at the meeting and having briefing material available in the appropriate language.*
2. *Maintain records/rosters of public hearing attendees and proceedings to verify compliance with this objective.*

## FAIR HOUSING REQUIRED ELEMENTS

A resolution of the \_\_\_\_\_ of the \_\_\_\_\_ of \_\_\_\_\_, adopting a fair housing policy, making known its commitment to the principle of fair housing, and describing actions it shall undertake to affirmatively further fair housing.

WHEREAS; the Housing and Community Development act of 1974 as amended requires that all applicant for Community Development Block Grants funds certify that they shall affirmatively further fair housing; and

WHEREAS; the Civil Rights Act of 1968 (commonly known as the Federal Fair Housing Act) and the Fair Housing Amendments Act of 1988 declare a national policy to prohibit discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing or in the provision of brokerage services, on the basis of race, color, religion, sex, disability, familial status or national origin; and

WHEREAS; fairness is the foundation of the American system and reflects traditional American values; and

WHEREAS; discriminatory housing practices undermine the strength and vitality of America and its people;

NOW, THEREFORE, BE RESOLVED THAT the \_\_\_\_\_ of the \_\_\_\_\_ of \_\_\_\_\_ hereby wish all persons living, working, doing business in or traveling through this \_\_\_\_\_ to know that: discrimination in the sale, rental, leasing, and financing of housing or land to be used for construction of housing, or in the provision of brokerage services on the basis of race, color, religion, sex, handicap, familial status or national origin is prohibited by Title VIII of the Fair Housing Act Amendments of 1988; and that it is the policy of the \_\_\_\_\_ of \_\_\_\_\_ to implement programs, within the constraints of its resources, to ensure equal opportunity in housing for all persons regardless of race, color, religion, sex, handicap, familial status or national origin; and within available resources the \_\_\_\_\_ of \_\_\_\_\_ will assist all persons who feel they have been discriminated against in housing issues on the basis of race, color, religion, sex, handicap, familial status or national origin to seek equality under existing federal and state laws to file a complaint with the New Mexico Attorney General's Office or the U.S. Department of Housing and Urban Development; and that the \_\_\_\_\_ of \_\_\_\_\_ shall publicize this Resolution and thereby encouraging owners of rental properties, developers, builders and others involved with housing to become aware of their respective responsibilities and rights under the Fair Housing Amendments Act of 1988 and any applicable state or local laws or ordinances; and that the \_\_\_\_\_ of \_\_\_\_\_ shall undertake the following actions to affirmatively further fair housing:

(List all such actions to include: mailing copies of this resolution to the real estate community, banks, developers, community organizations and local media; posting copies of this resolution at identified locations; distributing flyers; sponsoring schools)

## RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE REQUIRED ELEMENTS

### I. Background/Introduction

Section 104(d) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5304(d)(4)), Section 105(b)(16) of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12705(b)(16)), and implementing regulations at 24 CFR Part 42, specify that a grantee under the Community Development Block Grant (CDBG) must certify that it has in effect and is following a “residential Anti-displacement and relocation assistance plan” (Plan). As a CDBG grantee, \_\_\_\_\_ must certify to State of New Mexico Department of Finance and Administration Local Government Division that it has and is following such a Plan.

The Plan must include three components: 1) one-for-one replacement requirements for lower-income housing units, 2) relocation assistance, and 3) a description of the steps \_\_\_\_\_ will take to minimize displacement.

### II. Activities Covered by the Plan

All activities involving the use of CDBG funds that cause displacement as a direct result of demolition or conversion of a lower-income dwelling are subject to the requirements specified in the Plan. Activities for which funds are first obligated on or after September 30, 1988 are subject to the requirements specified in the Plan, without regard to the source year of the funds.

### III. Uniform Relocation Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) govern displacement that directly results from acquisition, rehabilitation, or demolition of real property when federal funds are used. \_\_\_\_\_’s Residential Anti-displacement and Relocation Assistance Plan is in no way intended to supersede the URA. CDBG assisted activities may still be subject to the requirements of the URA.

### IV. One-for-One Replacement Units

All occupied and vacant occupiable lower-income dwelling units that are demolished or converted to a use other than as lower-income dwelling units in connection with an assisted activity must be replaced with comparable lower-income units. Replacement lower-income dwelling units may be provided by any governmental agency or private developer and must meet the following requirements:

- A. The units must be located within \_\_\_\_\_ to the extent feasible, the units shall be located within the same neighborhood as the units replaced

- B. The units must be sufficient in number and size to house no fewer than the number of occupants who could have been housed in the units that are demolished or converted. The number of occupants who could have been housed in the units shall be in accordance with applicable local housing occupancy codes. The units may not be replaced with smaller units (e.g., a 2-bedroom unit with two 1-bedroom units), unless \_\_\_\_\_ has provided information demonstrating that such a proposed replacement is consistent with the needs assessment contained State of New Mexico Department of Finance and Administration Local Government Division HUD-approved Consolidated Plan.
- C. The units must be in standard condition and must at a minimum meet Section 8 Program Housing Quality Standards. Replacement lower-income units may include units brought from a substandard condition to standard condition if: 1) no person was displaced from the unit; and 2) the unit was vacant for at least 3 months before execution of the agreement between \_\_\_\_\_ and the property owner.
- D. The units must initially be made available for occupancy at any time during the period beginning 1 year before the recipient makes public the information required under Section F below and ending 3 years after the commencement of the demolition or rehabilitation related to the conversion.
- E. The units must be designed to remain lower-income dwelling units for at least 10 years from the date of initial occupancy. Replacement lower-income dwelling units may include, but are not limited to, public housing or existing housing receiving Section 8 project-based assistance
- F. Before \_\_\_\_\_ enters into a contract committing it to provide CDBG funds for any activity that will directly result in the demolition of lower-income dwelling units or the conversion of lower-income dwelling units to another use, \_\_\_\_\_ must make public and submit in writing to State of New Mexico Department of Finance and Administration Local Government Division the following information:
- 1 A description of the proposed assisted activity;
  - 2 The location on a map and number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than for lower-income dwelling units as a direct result of the assisted activity;
  - 3 A time schedule for the commencement and completion of the demolition or conversion;
  - 4 The location on a map and the number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units. If such data is not available at the time of the submission to State of New Mexico Department of Finance and Administration Local Government Division, the submission shall identify the general location on an area map and the approximate number of dwelling units by size, and information identifying the specific location and number of dwellings units by size shall be submitted and disclosed to the public as soon as it is available;
  - 5 The source of funding and time schedule for the provision of replacement dwelling units;
  - 6 The basis for concluding that each replacement unit will remain a lower-income dwelling unit for at least 10 years from the date of initial occupancy; and
  - 7 Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units is consistent with the needs assessment contained in



the State of New Mexico Department of Finance and Administration Local Government Division Consolidated Plan.

- G. The one-for-one replacement requirements may not apply if HUD determines, based on objective data, that there is an adequate supply of vacant lower-income dwelling units in standard condition available on a non-discriminatory basis within \_\_\_\_\_ . In making such a determination, State of New Mexico Department of Finance and Administration Local Government Division will consider such factors as vacancy rates, numbers of lower-income units in \_\_\_\_\_ and the number of eligible families on the Section 8 waiting list.

V. Relocation Assistance

Each lower-income person who is displaced as a direct result of CDBG assisted demolition or conversion of a lower-income dwelling shall be provided with relocation assistance.

Relocation assistance includes advisory services and reimbursement for moving expenses, security deposits, credit checks, other moving expenses, including certain interim living costs, and certain replacement housing assistance.

Displaced persons have the right to elect, as an alternative to the benefits described in this Plan, to receive benefits under the URA, if they determine that it is in their best interest to do so. The following relocation assistance shall be available to lower-income displacement persons:

- A. Displaced lower-income persons will receive the relocation assistance required under 49 CFR 24, Subpart C (General Relocation Requirements) and Subpart D (Payment for Moving and Related Expenses) whether the person elects to receive assistance under the URA or the assistance required by CDBG regulations. Relocation notices must be distributed to the affected persons in accordance with 49 CFR 24.203 of the URA;
- B. The reasonable and necessary cost of any security deposit required to rent the replacement dwelling unit and for credit checks required to rent or purchase the replacement dwelling unit;
- C. Actual reasonable out-of-pocket costs incurred in connection with temporary relocation, including moving expenses and increased housing costs, if:
  - 1. The person must relocate temporarily because continued occupancy of the dwelling unit constitutes a substantial danger to the health or safety of the person or the public; or
  - 2. The person is displaced from a lower-income dwelling unit, none of the comparable replacement units to which the person has been referred qualifies as a lower-income dwelling unit, and a suitable lower-income dwelling unit is scheduled to become available through one-for-one replacement requirements
- D. Replacement Housing Assistance. Displaced persons are eligible to receive one of the following two forms of replacement housing assistance:
  - 1. Each person shall be offered rental assistance equal to 60 times the amount necessary to reduce the monthly rent and estimated average monthly cost of

utilities for a replacement dwelling to the "Total Tenant Payment", as determined under 24 CFR 813.107. All or a portion of this assistance may be offered through a certificate or housing voucher for rental assistance under the Section 8 program. Where Section 8 assistance is provided to the displaced person,

\_\_\_\_\_ must provide the person with referrals to comparable units whose owners are willing to participate in Section 8 program to the extent that cash assistance is provided, it will be provided in installments.

2. In lieu of the housing voucher, certificate or cash assistance described above, the person may elect to receive a lump sum payment allowing them to secure participation in a housing cooperative or mutual housing association. This lump sum payment shall be equal to the capitalized value of 60 monthly installments of the amount that is obtained by subtracting the

"Total Tenant Payment", as determined under 24 CFR 813.107, from the monthly cost of rent and average monthly cost of utilities at a comparable replacement dwelling unit. To compute the capitalized value, the installments shall be discounted at the rate of interest paid on passbook savings in a federally insured financial institution conducting business within \_\_\_\_\_.

Displaced lower-income tenants shall be advised of their right to elect relocation assistance pursuant to the URA and the regulations at 49 CFR 24 as an alternative to the relocation assistance available under CDBG regulations.

## VI. Eligibility for Relocation Assistance

A lower-income person is eligible for relocation assistance if they are considered to be a "displaced person" as defined in 24 CFR 42.305. A displaced person means a lower-income person who, in connection with an activity assisted under the CDBG program, permanently moves from real property or permanently moves personal property from real property as a direct result of demolition or conversion of a lower-income dwelling.

For purposes of this definition, a permanent move includes a move made permanently and:

- A. After notice by the owner to move from the property, if the move occurs on or after the date of the submission of a request to \_\_\_\_\_ for CDBG assistance that is later approved for the requested activity; or
- B. After notice by the owner to move from the property, if the move occurs on or after the date of the initial official submission to HUD of the consolidated plan under 24 CFR Part 91 describing the assisted activity; or
- C. Before the dates described in A & B above, if \_\_\_\_\_ or State of New Mexico Department of Finance and Administration Local Government Division determines that the displacement was a direct result of conversion or demolition in connection with a CDBG assisted activity; or
- D. By a tenant-occupant of a dwelling unit, if any one of the following three situations occurs:
  1. The tenant moves after execution of the CDBG agreement covering the acquisition, rehabilitation or demolition and the move occurs before the tenant is

provided written notice offering the tenant the opportunity to lease and occupy a suitable, decent, safe and sanitary dwelling in the same building/complex upon completion of the project under reasonable terms and conditions, including a monthly rent and estimated average monthly utility costs that do not exceed the greater of the tenant's monthly rent before such agreement, or the total tenant payment as determined under 24 CFR 813.107 if the tenant is lower-income, or 30 percent of gross household income if the tenant is not lower-income.

2. The tenant is required to relocate temporarily, does not return to the building/complex, and either is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, or other conditions of the temporary relocation are not reasonable.
3. The tenant is required to move to another dwelling unit in the same building/complex but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move, or other conditions of the move are not reasonable.

If the displacement occurs on or after the appropriate date described in A & B above, the lower-income person is not eligible for relocation assistance if:

- A. The person is evicted for cause based upon a serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation of applicable federal, State or local law, or other good cause, and the \_\_\_\_\_ determines that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance;
- B. The person moved into the property on or after the date described in A & B above after receiving written notice of the expected displacement; or
- C. \_\_\_\_\_ determines that the displacement was not a direct result of the CDBG assisted activity and the State of New Mexico Department of Finance and Administration Local Government Division concurs with this determination.

## VII. Minimizing Displacement

The CDBG regulations regarding the demolition or conversion of lower-income dwelling units are designed to ensure that lower-income persons are provided with adequate, affordable replacement housing. Naturally, involuntary displacement should be discouraged whenever a reasonable alternative exists. Involuntary displacement is extremely disruptive and disturbing, especially to lower-income persons who do not have the means to locate alternative housing.

There are various ways that displacement can be minimized. The following are steps that will be taken to minimize the involuntary displacement of lower-income persons when CDBG funds are involved:

- A. Screening of Applications All CDBG applications will be reviewed to determine whether involuntary displacement is likely to occur. Those applications involving displacement will receive a lower priority recommendation for funding unless it can be shown that alternatives are not available.
- B. Acquisition of Property Applicants who apply for CDBG funds to acquire property for the

development of lower-income housing will be encouraged to purchase vacant land. In the case of in-fill and other projects where this is not feasible and the project involves potential displacement, the applicant shall agree to allow the displaced lower-income person(s) to occupy the new housing at an affordable rent.

Applicants who utilize CDBG funds to rehabilitate or convert a lower-income unit to a non-residential use will be required to supply replacement housing consistent with paragraph IV, as well as relocation assistance.

- C. Cost of Relocation Assistance The cost of any required relocation assistance and the provision of replacement housing will be borne by the applicant and may be paid for out of CDBG funds awarded to the project.

### VIII. Definitions

- A. "Comparable replacement dwelling unit" means a dwelling unit that:
  - 1 Meets the criteria of 49 CFR 24.2(d)(1) through (6); and
  - 2 Is available at a monthly cost for rent plus estimated average monthly utility costs that does not exceed the "Total Tenant Payment" determined under 24 CFR 813.107 after taking into account any rental assistance the household would receive.
- B. "Lower-income dwelling unit" means a dwelling unit with a market rental (including utility costs) that does not exceed the applicable Fair Market Rent (FMR) for existing housing and moderate rehabilitation established under 24 CFR Part 888.
- C. "Standard condition" means units that at a minimum meet the Existing Housing Quality Standards of the Section 8 rental subsidy program.
- D. "Substandard condition suitable for rehabilitation" means units with code violations that can be brought to Section 8 Housing Quality Standards within reasonable monetary amounts.
- E. "Vacant occupiable dwelling unit" means a dwelling unit that is in a standard condition; a vacant dwelling unit that is in substandard condition, but is suitable for rehabilitation; or a dwelling unit in any condition that has been occupied (except by a squatter) at any time within the period beginning 3 months before the date of execution of the agreement by \_\_\_\_\_ covering the rehabilitation or demolition.

### IX. Grievances

The \_\_\_\_\_ will provide timely written answers to written complaints and grievances within 15 working days where practical. Action items:

- A. Adopt complaint handling procedures or policies to insure that complaints or grievances are responded to within 15 days, if possible.
- B. Allow for appeal of a decision to a neutral authority.
- C. File a detailed record of all complaints or grievances and responses in one central location with easy public access.

## SECTION 3 PLAN REQUIRED ELEMENTS

The \_\_\_\_\_ is committed to comply with Section 3 of the Housing and Urban Development Act of 1968. This Act encourages the use of small local businesses and the hiring of low income residents of the community.

The \_\_\_\_\_ has appointed \_\_\_\_\_ as the Section 3 Coordinator, to advise and assist key personnel and staff on Section 3, to officially serve as focal point for Section 3 complaints, and as the on-site monitor of prime contractors and sub-contractors to insure the implementation and enforcement of their Section 3 plans. The approval or disapproval of the Section 3 plan is the ultimate responsibility of the \_\_\_\_\_. Documentation of efforts will be retained on file for monitoring by the state.

Therefore, the \_\_\_\_\_ shall:

1. Hiring
  - a. Advertise for all \_\_\_\_\_ positions in local newspapers
  - b. List all \_\_\_\_\_ job opportunities with the State Employment Service
  - c. Give preference in hiring to lower income persons residing in the \_\_\_\_\_. This means that if two equally qualified persons apply and one is a resident of the \_\_\_\_\_ and one is not, the resident will be hired
  - d. Maintain records of \_\_\_\_\_ hiring as specified in the Annual CDBG Resolutions (Exhibit 1-Y). Note: Chart for Section 3 Plan MUST be filled out in its entirety and updated on an annual basis.

### 2. Contracting

- a. The \_\_\_\_\_ will compile a list of businesses, suppliers and contractors located in the \_\_\_\_\_.
- b. These vendors will be contacted for bid or quotes whenever the \_\_\_\_\_ requires supplies, services or construction.
- c. Preference will be given to small local businesses. This means if identical bids/quotes are received from a small business located within the \_\_\_\_\_ and one from outside the \_\_\_\_\_, the contract will be awarded to the business located within the community.

### 3. Training

The \_\_\_\_\_ shall maintain a list of all training programs operated by the \_\_\_\_\_ and its agencies and will direct them to give preference to \_\_\_\_\_ residents. The \_\_\_\_\_ will also direct all CDBG sponsored training to provide preference to \_\_\_\_\_ residents.

### 4. CDBG Contracts

All CDBG bid proposals and contracts shall include the following Section 3 language.

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that the greatest extent feasible, opportunities for training and employment be given lower income residents of the project areas, and contracts for work in connection with the project be awarded to business concerns residing in the project area.
- b. The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR and all applicable rules and orders of the Department issued there-under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under the Section 3 clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135, and will not let any subcontract unless the subcontractor has first provided it with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department, issued thereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

The \_\_\_\_\_ shall require each contractor to prepare a written Section 3 plan as a part of their bids on all jobs exceeding \$100,000. All Section 3 plans shall be reviewed and approved by the City's Equal Opportunity Section 3 Compliance Officer and retained for monitoring by the state.

The \_\_\_\_\_ will maintain all necessary reports and will insure that all contractors and subcontractors submit required reports.

LOWER INCOME CLARIFICATION

A family who resides in \_\_\_\_\_ and whose income does not exceed the income limit for the size of family as per the attached Section 8 Income Limit for \_\_\_\_\_. Information contained in our Section 3 Plan reflects the status of the \_\_\_\_\_ employees regarding lower income considerations based on their salary paid by the \_\_\_\_\_.

Certification

This Federal Requirements Plan hereby incorporates all of the State of New Mexico CDBG requirements to include Citizen Participation, Fair Housing, Residential Anti-Displacement & Relocation as well as Section 3. The \_\_\_\_\_ herewith certifies to follow the CDBG Federal Requirements Plan described above and adopt the plan by resolution annually.

PASSED AND ADOPTED BY THE \_\_\_\_\_ of the \_\_\_\_\_ of \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_.

ATTEST:

APPROVED AS TO FOR:

\_\_\_\_\_  
Clerk  
Secretary

\_\_\_\_\_  
Attorney  
Joshua L. Smith

Plan Adoption Date: \_\_\_\_\_ January 15, 2020

Adoption Instrument: Resolution #FY2020-14

Certified By: \_\_\_\_\_ January 15, 2020  
Date

\_\_\_\_\_  
\_\_\_\_\_

Copy to Local Government Division with attachments

### Exhibit 3-B

# CONTRACT FOR ADMINISTRATIVE SERVICES

Project \_\_\_\_\_

Contract N°. \_\_\_\_\_

Project N°. \_\_\_\_\_



Distribution to:

Owner

Consultant

LGD

Other

## Community Development Block Grant Program

This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between

the **“Grantee”**

and the **“Consultant”**

┌

└

┌

└

┌

└

┌

└

[This document was prepared to be used with Community Development Block Grant and state funded projects. This document has important legal consequences; consultation with an Attorney is encouraged with respect to its completion or modification]



**PART I -- AGREEMENT**

This Agreement for professional services is by and between \_\_\_\_\_,  
*name of grantee*  
(hereinafter called the "Grantee" or "Owner") and \_\_\_\_\_ a corporation  
*name of consultant*  
organized under the laws of the State of New Mexico, (hereinafter called the "Consultant").

WITNESSETH THAT:

WHEREAS, Grantee has entered into an agreement with the State of New Mexico for the implementation of the Community Development Block Grant (CDBG) Program pursuant to Title 1 of the Housing and Community Development Act of 1974; and,  
WHEREAS, Grantee desires to engage Consultant to render certain administrative services in connection with its CDBG Program;

NOW, THEREFORE, the parties do mutually agree as follows:

1. Employment of Consultant

Grantee agrees to engage Consultant, and Consultant agrees to satisfactorily perform the following scope of services:

2. Scope of Services

- A. With the assistance of the grantee, help conduct public hearings. This includes, but is not limited to, tasks such as assisting with public hearings, preparing public notices, and documenting citizen input.
- B. Prepare Environmental Review Record for all activities. Responsibilities include making a recommendation to the local governing body as to a finding of the level of impact, preparation of all required public notices, preparation of the Request for Release of Funds, and obtaining adequate backup documentation. For activities which are not exempt from environmental assessments, an environmental assessment will be prepared. For activities which are exempt or categorically excluded from environmental assessments, a written Finding of Exemption will be prepared, which should identify the project or activity, and under which category of exemption it falls. Documentation of compliance with the requirements of historic preservation, flood plains and wetlands, and other applicable authorities must be included.
- C. Coordinate requests for payment with the grantee to insure consistency with the letter of credit procedures established for the CDBG program.

- D. Insure that the grantee has an acceptable financial management system for the CDBG program. An acceptable system includes, but is not limited to, cash receipts and disbursement journal and accompanying ledgers, and should conform to generally accepted principles of municipal accounting.
- E. Establish grantee project files. These must be maintained in compliance with all applicable state, local and federal regulations. Monitor project files throughout the program to insure they are complete and that all necessary documentation is being retained in the grantee's files.
- F. If applicable, assist grantee in complying with regulations governing land acquisition (real property, easements, rights of way, donation of property, etc.).
- G. Obtain contractor and subcontractor clearances from the state.
- H. Check weekly payrolls to insure compliance with wage decisions. Conduct on-site interviews and compare the results with appropriate payrolls.
- I. Monitor construction to insure compliance with Equal Opportunity and Labor Standards Provisions.
- J. Make progress inspections and certify partial payment requests.
- K. Accompany design professional on final inspection and issue a final certificate of payment.
- L. Prepare close-out documents to include Project Completion Report, Final Wage Compliance Report, and Certificates of Completion.

Services in each of the task areas above shall be performed at the direction of the Director, Department of Community Development, or his designated representative.

### 3. Time of Performance

The Consultant shall commence work on \_\_\_\_\_, and shall continue providing services in the sequence appropriate to Grantee's CDBG project. All services shall be completed no later than twenty four months from the date of this Agreement.

### 4. Access to Information

It is agreed that all available information, data, reports, records and maps shall be furnished to Consultant by Grantee and its agencies. No charge will be made to Consultant for such information, and Grantee and its agencies will cooperate with Consultant to facilitate the performance of the work described in this Agreement.

### 5. Compensation and Method of Payment

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \_\_\_\_\_ (\_\_\_\_\_) for all services, including travel, per diem and other expenses. All work will be performed on a time and materials basis. Consultant time

for principal and staff will be provided at their respective rates of pay times for direct personal expense. Ten percent (10%) of the total contract amount shall be retained by Grantee until formal closeout of the project by the state.

Travel at the lowest practicable class of common carrier and per diem costs at the amount set in Grantee's mileage and per diem regulations for food, lodging and incidental expenses are INCLUDED in the maximum contract amount.

For payments due, Consultant shall submit monthly invoices to Grantee for costs incurred in that period. Invoices shall itemize the tasks completed, person-days provided, and shall list the travel and per diem costs incurred in performing the tasks. The invoice shall be payable to the Consultant within 20 days of receipt by Grantee.

The Consultant agrees to keep accurate records of all time and expenses allocated to the work. Such records shall be kept in the office of the Consultant and shall be made available to Grantee for inspection and copying upon reasonable request.

#### 6. Ownership of Documents

All documents and data produced are the property of the Grantee. Consultant may retain reproducible copies.

#### 7. Indemnification

Consultant shall comply with the requirements of all applicable laws, rules, and regulations, and shall assume full responsibility for payment of federal, state, and local taxes or contributions imposed or required under Social Security, Workman's Compensation, and income tax laws. Consultant shall hold Grantee harmless with respect to any damages, expenses, or claims arising from or in connection with any negligent acts, errors or omissions performed by Consultant under this Agreement. This shall not be construed as a limitation of Consultant's liability under this Agreement, or as otherwise provided by law.

#### 8. Expert Testimony

Grantee agrees to pay for additional staff time, at the contract hourly billing rates, plus expenses at cost, that might be required for expert testimony or court appearances, including preparation time and legal costs that might arise because of Consultant's involvement in this assignment, whether subpoenaed by the Grantee or any other party.

#### 9. Terms and Conditions

This Agreement is subject to the provisions titled "Part II, Federal Terms and Conditions for Professional Services" consisting of six (6) pages, attached hereto and incorporated herein by reference.

10. Address for Notices and Communications

Grantee:

Consultant:

\_\_\_\_\_

\_\_\_\_\_

11. Captions

Each paragraph of this Agreement has been supplied with a caption only to serve as a guide to the contents. The caption does not control the meaning of a paragraph or in any way determine its interpretation or application.

ATTEST:

Grantee: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Esperanza Holguin, Secretary

Title: \_\_\_\_\_

Date: January 15, 2020

Consultant: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PART II**  
**FEDERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES**

State administered Community Development Block Grant monies are federal funds. Section 13-1-30B NMSA 1978 of the Procurement Code stipulates: "When a procurement involves the expenditure of federal funds, the procurement shall be conducted in accordance with mandatory applicable federal law and regulations. When mandatory applicable federal law or regulations are inconsistent with the provisions of the Procurement Code, compliance with federal law or regulations shall be compliance with the Procurement Code." The applicable governing federal procurement standards are defined in OMB Circular A-102, Attachment O. When federal and state procurement policies are different, the more restrictive policies apply so long as they are consistent with Circular A-102 standards.

1. **Termination of Contract for Cause** - If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall there-upon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys and reports prepared by the Consultant under this Contract shall, at the option of the Owner, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Owner damages sustained by the Owner by virtue of any breach of the Contract by the Consultant, and the Owner may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the Owner from the Consultant is determined.

2. **Termination for Convenience of the Owner** - The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Consultant. If the Contract is terminated by the Owner as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Consultant, paragraph 1 hereof relative to termination shall apply.
3. **Changes** - The Owner may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant compensation, which are mutually agreed upon by and between the Owner and the Consultant, shall be incorporated in written amendments to this contract.
4. **Personnel** -
  - a. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.
  - b. All of the services required hereunder will be performed by the Consultant or

under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

- c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the Owner. Any work or services subcontracted hereunder be specified by written contract or agreement and shall be subject to each provision of this Contract.
5. **Assignability** - The Consultant shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Owner thereto: Provided, however, that claims for money by the Consultant from the Owner under the Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Owner.
6. **Reports and Information** - The Consultant, at such times and in such forms as the Owner may require, shall furnish the Owner such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. **Records and Audits** - The Consultant shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Owner and to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the Owner or any authorized representative, and will be retained for six (6) years after the expiration of this Contract unless permission to destroy them is granted by the Owner and the funding agency.
8. **Findings Confidential** - All of the reports, information, data, etc., prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall **not** be made available to any individual or organization without the prior written approval of the Owner.
9. **Copyright** - No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.
10. **Compliance with Local Laws** - The Consultant shall comply with all applicable laws, ordinances and codes of the State and the Owner, and the Consultant shall save the Owner harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
11. **Equal Employment Opportunity** - During the performance of this Contract, the Consultant agrees as follows:
  - a. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Consultant

will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owners setting forth the provisions of this non-discrimination clause.

- b. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- c. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- d. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Owner's representative, the funding agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the Consultant's non-compliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Consultant will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the Owners's representative may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such

direction by the Owner, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

12. **Civil Rights Act of 1964** - Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

13. **Section 109 of the Housing and Community Development Act of 1974**

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

14. **"Section 3" Compliance in the Provision of Training, Employment and Business Opportunities**

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The Consultant will send to each labor organization or representative or workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to



comply with the requirements of these regulations.

- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.
15. **Interest of Members of the Owner** - No member of the governing body of the Owner and no other officer, employee, or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the Consultant shall take appropriate steps to assure compliance.
16. **Interest of other Local Public Officials** - No member of the governing body of the Owner and no other public official of the Owner, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.
17. **Interest of Consultant and Employees** - The Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.
18. **Access to Records** - The State funding (grantor) agency, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Engineer which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.

All records connected with this contract will be maintained in a central location by the Owner and will be maintained for a period of six (6) years from the official date of close-out of the grant.



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

# LOWER RIO GRANDE

---

## Public Water Works Authority

---

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

January 15, 2020

## Vacancy on the Board of Directors Request for Letter of Interest

The Lower Rio Grande Public Water Works Authority (LRGPWWA) has two vacant positions on our Board of Directors that need to be filled by Board appointment. The newly appointed Directors for **District 1** (Desert Sands/North of Anthony) and **District 2** (Berino/Bosque area) would serve on the Board until December 31 of 2023.

The LRGPWWA Board of Directors meets on the third Wednesday of each month for a few hours, typically from 9:30 a.m. to approximately 12:00 p.m., and Board members' mileage is reimbursable. Various Board training opportunities are also available throughout the year.

Qualified Electors who wish to be considered for this appointment should submit a Letter of Interest to the Lower Rio Grande Public Water Works Authority Board of Directors. Letters may be delivered in person to the La Mesa Office of the LRGPWWA at 521 Saint Valentine Street in La Mesa or mailed to:

LRGPWWA Board of Directors  
P. O. Box 2646, Anthony, NM 88021  
[board@LRGauthority.org](mailto:board@LRGauthority.org)

In order to qualify as a Qualified Elector, applicants must be registered to vote within these District boundaries. For questions about eligibility, contact Projects Specialist Angie Meza at 575-233-5742, extension 1008.

Letters of Interest should include the full name and contact information for the applicant and a brief description outlining why she/he should be considered for this appointment. Visit our website at <https://lrgauthority.org/board-elections/> for additional information.

Best Regards,

Lower Rio Grande Public Water Works Authority Board of Directors



# LOWER RIO GRANDE

---

## Public Water Works Authority

---

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

Enero 15, 2020

## Vacancia en la Junta de Directores Solicitud de Cartas de interés

El Lower Rio Grande Public Water Works Authority (LRGPWWA) tiene dos puestos vacantes en nuestra Junta de Directores que deben ser cubiertos por nombramiento de la Junta. Los directores recién nombrados para el Distrito 1 (Desert Sands/al norte de Anthony) y el Distrito 2 (área de Berino / Bosque) formarán parte de la Junta hasta el 31 de diciembre de 2023.

La Junta Directiva de LRGPWWA se reúne el tercer miércoles de cada mes durante algunas horas, generalmente de 9:30 a.m. a aproximadamente 12:00 p.m., y el millaje de los miembros de la Junta es reembolsable. Varias oportunidades de capacitación de la Junta también están disponibles durante todo el año.

Los electores calificados que deseen ser considerados para este nombramiento deben presentar una carta de interés a la Junta de Directores de la Autoridad de Obras Públicas del Bajo Río Grande. Las cartas pueden ser entregadas en persona a la Oficina de La Mesa de LRGPWWA en 521 Saint Valentine Street en La Mesa o enviadas por correo a:

LRGPWWA Junta de Directores  
P. O. Box 2646  
Anthony, NM 88021  
[board@LRGauthority.org](mailto:board@LRGauthority.org)

Para calificar como Elector calificado, los solicitantes deben estar registrados para votar dentro de estos límites del Distrito. Para preguntas sobre elegibilidad, comuníquese con la Especialista de Proyectos Angie Meza al 575-233-5742, extensión 1008.

Las cartas de interés deben incluir el nombre completo y la información de contacto del solicitante y una breve descripción que describa por qué se debe considerar para esta cita. Visite nuestro sitio web en <https://lrgauthority.org/board-elections/> para obtener información adicional.

Atentamente,

Junta de Directores de el Lower Rio Grande Public Water Works Authority