



**Date:** March 17, 2021

**Time:** 9:30 a.m.

**Places:** Online Zoom meeting

**Event:** Regular Board Meeting

Name	Company Name	Contact Information Phone Number	Email Address
Karen Nichols	LRG- Projects Manager	575-233-5742 Ext1018	
Furman Smith	LRG- Board Vice Chair	575-382-5982	Joined mtg at 9:41 but could not stay connected.
Patricia Charles	LRG- Projects Specialist	575-233-5742 Ext1021	
Esperanza Holguin	LRG- Board Chair	575-644-9543	
Joe Evaro	LRG- Board Director	575-618-0182	
John Schroder	LRG- Accounting Assistant	575-233-5742 Ext1006	
Martin Lopez	LRG- General Manager	575-233-5742 Ext1004	
Mike Lopez	LRG- Operations Manager	575-233-5742 Ext1011	
Kathi Jackson	LRG - Finance Manager	575-233-5742 Ext1005	
Henry Magallanez	LRG- Board Director	575-525-9683	
Diana Gomez	Bohannon Huston Inc.	575-532-8670	
Marty Howell	Souder, Miller & Associates	575-647-0799	
Lilla Reid	Souder Miller & Associates	575-647-0799	

# LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

## Draft Minutes—REGULAR BOARD OF DIRECTORS MEETING

9:30 a.m. Wednesday, March 17, 2021 via Online Zoom Meeting

Contact us at 575-233-5742 or [board@LRGauthority.org](mailto:board@LRGauthority.org) for information, assistance, or to subscribe to email board meeting reminders. Email the board address or dial extension 1021 or 1018 and leave a message if requesting phone or log-in information for online meetings. 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)

- I. **Call to Order, Roll Call to Establish Quorum:** Chair Mrs. Holguin called the meeting to order at 9:35 a.m., Mr. P. Smith representing District #1 was absent, District #2 is Vacant, Mr. Evaro representing District #3 was present, Mrs. Holguin representing District #4 was present, Mr. Magallanez representing District # 5 was present, District #6 is Vacant, Mr. F. Smith representing District #7 joined the meeting at 9:41 a.m. but lost the connection. Staff members present were General Manger Martin Lopez, Projects Manager Karen Nichols, Projects Specialist Patricia Charles, Finance Manager Kathi Jackson, Accounting Assistant John Schroder, Operations Manager Mike Lopez. Guest present were Lilla Reid & Marty Howell from Souder, Miller & Associates and Diana Gomez from Bohannon Huston Inc.
- II. **Pledge of Allegiance** – postponed due to online meeting
- III. **Motion to approve Agenda** – Mr. Magallanez made the motion to approve the Agenda, Mr. Evaro seconded the motion. The motion passed with all in favor.
- IV. **Approval of Minutes**
  - A. **Motion to approve the minutes of the February 17, 2021 Regular Board Meeting** – Mr. Magallanez asked to be given a few minutes to ready the minutes, he had not reviewed them. Once Mr. Magallanez read the minutes, Mr. Evaro made the motion to approve the minutes and Mr. Magallanez seconded the motion. The motion passed with all in favor.
- V. **Presentations-** none
- VI. **Public Input-** none
- VII. **Managers’ Reports**
  - A. **General Manager:** Mr. Lopez provided a written report and stood for questions. FY2021 HIDTA Grant Award was released, LRGPWWA signed the documentation as awardee. Sheriffs Dept. was not able to resolve the altered check fraud. They tracked transaction to a Wells Fargo Branch in El Paso Walmart, but were not able to find the person responsible. We will have a flyer insert in April for the Dona Ana County’s Emergency Rental Assistance Program, which provides assistance with utility payments. Renewed Phone System Maintenance/Technical Support Agreement with Telstar, also renewed the Scanner Agreement with PDS. We continue to partner with RCAC to develop Cyber Security Plan as initiated by EPA. The Disability and Life Insurance Policies have been renewed, there was minimal change to the premiums. There will be a SCCOG meeting on March

26<sup>th</sup> at 10:00 a.m. via Zoom if anyone is interested in attending. Please contact Patty or Karen for meeting information.

- B. Operations-** Mr. Lopez provided a written report and stood for questions. The Arroyo well be back on line this week. We put the camera down the well, everything looked good. The pump and motor were at the screens they should be above the screens, so the pump and motor were moved 20 feet above the screens. Its running great no sand and great residuals. We sent a sample to the Lab and are waiting for results. Maverick Drilling is scheduled to pull Well #6, we will wait a few days probably this Friday or next Monday we will send the camera down to see what is going on. At the request of Mr. Magallanez, Mr. Lopez provided a Water Production Report including the last 5 years of water usage. Ms. Nichols asked Mr. Lopez if Well #1 was running again. Mr. Lopez said it was not they are back washing the vessels. Something is wrong with the El Paso Electric reading, because back washing the vessels should not use much electricity.
- C. Finance-** Ms. Jackson provided a written report and stood for questions. This report is for the end of February 28, 2021, Revenues were \$271,646.66 and expenses were \$229,628.59 that left us a surplus. We have not received the invoices for the Well repairs yet, which will probably eat up some of the surplus.
- D. Projects-** Ms. Nichols provided a written report and stood for questions. Mesquite-Brazito Sewer Project is complete and closed out. This project will no longer be on this report after today. Mesquite-Brazito Project 2 – Ms. Nichols asked Mrs. Gomez she could expect the color-coded map. Mrs. Gomez said it would be submitted within the week. She is waiting on documents from NMDOT. Ms. Nichols had no new information regarding South Valley Water Supply & Treatment Project. Water Master Plan is moving right along. She has received several requests from Bohannon Huston, Inc. for various documents to complete the Report. She asked Mrs. Gomez if she had any idea when the public input meeting would be held. Mrs. Gomez said the target date for completion of draft is April 15, 2021. The public input meeting will follow that date. Central Office Building out to bid, bid opening was rescheduled to 3/24/21 to allow for 30 day bid period. She held the Prebid meeting and found that there were a number of suppliers and subs interested and a few contractors. Valle Del Rio Project – Ms. Nichols asked Mr. Howell if he had a response from the El Paso Electric. We have been on hold waiting on El Paso Electric to extend 3 phase power to the site for booster and generator. Mr. Howell said asked that they locate all utility lines. Contractor confirmed most utility lines and the utility companies have been contacted. East Mesa Water Project we are close to closing out phase I Design. Colonia’s application has been submitted for Phase II. Submitted a project interest form for Phase 1 construction. High Valley Project – close-out documents have been received. Final pay apps have been submitted. She asked Mr. Howell if he has heard from the Driller. Mr. Howell said he is in contact with him and should get something in soon. High Valley Phase II we are waiting for approvals. It will be out to bid as soon as we have authorization. Stern Drive extension Project – Project is complete and Capital Outlay Request has been submitted to extend the line further north by an additional 1850 ft. It looks like it is included in the Capital Outlay, waiting for bill to pass. Also 1.2 million was included in the Capital Outlay for the Office building. S. Valley service area line extension – We requested that SMA provide a proposed Task Order to look at the feasibility, to see where there is interest from potential new customers. Mr. Howell said it was approved by LRG last week, Mr. Reid said she would send it out today. Mesquite Wetlands Closure final walk thru was held 3/11/21 there is

some leftover money to be used for fencing. Ms. Nichols asked Mrs. Gomez if she had an update on that, Mrs. Gomez said Mr. Hopkins is working on providing a list of different items the left-over money can be used on. Vado Area Water System Improvements- Contract proposal from SMA has been submitted to NMED-CPB for approval. Approval should come within 31 days.

## **VIII. Unfinished Business**

### **A. Appointment of Directors for Districts 2 & 6 - Postponed**

## **IX. New Business**

- A. Motion to approve Alto De las Flores Inter-Agency O & M Agreement** – Mrs. Holguin said this is a standard agreement, that we do every 4 years. Mr. Magallanez made the motion to approve Alto De las Flores Inter-Agency O & M Agreement. Mr. Evaro seconded the motion, the motion passed with all in favor.
- B. Motion to approve Dona Ana County Sewer Billing Agreement-** Mrs. Holguin said this agreement has been in the works for a while now. Mr. Lopez said this agreement is similar to the one in place with Anthony Water. It is for customers that have water with LRGPWWA and sewer with DAC. We will keep 3% of everything we collect and 25% of any delinquent accounts we collect on. Ms. Meza from the Projects Department has setup the rates and is ready to go. If approved the agreement will go to the County Commissioners next Tuesday for a vote. If approved by the Commissioners it will take effect on July 1, 2021. If approved DAC will send out a notification about the transfer to the customers affected. Mr. Evaro made the motion to approve the Dona Ana County Sewer Billing Agreement. Mr. Magallanez seconded the motion, the motion passed with all in favor.
- C. Motion to approve a rate adjustment increase for July 1, 2021 and July 1, 2022-** Mr. Lopez- last month Karl Pennock from RCAC laid out a limited Rate Study. His recommendation was to do a 3% rate increase July 2021 and another 3% increase July 2022. The adjustment would be to keep up with the rate of inflation. The increase is be- for 20000 gallons \$20.13 to increase \$.60 for a total of \$20.73 for this July. July 2022 the increase will be \$.62 cents for a total of \$21.36. A total of \$1.12 in two years. We sent an insert in last months bills about the public hearing on March 9, 2021. We had 5 staff members and 1 attendee. We received no comments or complains regarding the proposed increase. We have not had an increase since 2016. Mr. Evaro made the motion to approve the 3% rate adjustment for July 1, 2021 and July 1, 2022. Mr. Magallanez seconded the motion, the motion passed with all in favor.
- D. Motion to authorize RCAC to develop a detailed Rate Study for Water & Sewer-** Mr. Lopez said the Rate Study is done at not cost to LRGPWWA. They are funded by USDA and US EPA as part of their Technical Assistance Program. Ms. Nichols added that the last Rate Study done for us was begun in 2014 and completed in staged increases on July 2016.
- X. Other discussion and agenda items for next meeting at 9:30 a.m. Wednesday, April 21, 2021 at the East Mesa Office.**

**A. Have any Board Members participated in training? If so, please give us a copy of your certificate-**  
No one attended any trainings.

**B. Districts 3, 4, 5 & 7 expire in 2021, and 2 & 6 are vacant. Election Day is 11/2/21**

**XI. Motion to Adjourn** – Mr. Magallanez made the motion to adjourn the board meeting at 10:13 a.m.  
Mr. Evaro seconded the motion, the motion passed with all in favor.

**These minutes will be presented to the board for approval on the 21<sup>st</sup> Day of April, 2021 at a regular meeting of the Board of Directors:**

**SEAL:**

\_\_\_\_\_  
Esperanza Holguin, Board Chair

Attest:

\_\_\_\_\_  
Joe Evaro, Secretary

# LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

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

9:30 a.m. Wednesday, March 17, 2021 via Online Zoom Meeting

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- I. Call to Order, Roll Call to Establish Quorum: District #1 (Mr. P. Smith) \_\_, #2 (Vacant) \_\_, #3 (Mr. Evaro) \_\_, #4 (Mrs. Holguin) \_\_, # 5 (Mr. Magallanez) \_\_, #6 (Vacant) \_\_, #7 (Mr. F. Smith) \_\_
- II. Pledge of Allegiance – postponed due to online meeting
- III. Motion to approve Agenda
- IV. Approval of Minutes
  - A. Motion to approve the minutes of the February 17, 2021 Regular Board Meeting
- V. Presentations: none
- VI. Public Input
  - A. General Matters: 15 minutes are allotted for this item, 3 minutes per person
- VII. Managers’ Reports
  - A. General Manager
  - B. Operations
  - C. Finance
  - D. Projects
- VIII. Unfinished Business
  - A. Appointment of Directors for Districts 2 & 6 - Postponed
- IX. New Business
  - A. Motion to approve Alto De las Flores Inter-Agency O & M Agreement
  - B. Motion to approve Dona Ana County Sewer Billing Agreement
  - C. Motion to approve a rate adjustment increase for July 1, 2021 and July 1, 2022
  - D. Motion to authorize RCAC to develop a detailed Rate Study for Water & Sewer
- X. Other discussion and agenda items for next meeting at 9:30 a.m. Wednesday, April 21, 2021 at the East Mesa Office.

- A. Have any Board Members participated in training? If so, please give us a copy of your certificate**
- B. Districts 3, 4, 5 & 7 expire in 2021, and 2 & 6 are vacant. Election Day is 11/2/21**

## **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, February 17, 2021 via Online Zoom Meeting

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- I. **Call to Order, Roll Call to Establish Quorum:** Vice Chair Mr. F Smith called the meeting to order at 9:35 a.m., Mr. P. Smith representing District #1 was present, District #2 is Vacant, Mr. Evaro representing District #3 was present, Mrs. Holguin representing District #4 was absent (she came in to the meeting at 9:54 a.m.), Mr. Magallanez representing District # 5 was present, District #6 is Vacant, Mr. F. Smith representing District #7 was present. Staff members present General Manager Martin Lopez, Projects Manager Karen Nichols, Projects Specialist Patricia Charles, Finance Manager Kathi Jackson, Accounting Assistant John Schroder, Operations Manager Mike Lopez, Attorney Josh Smith. Guests present Tyler Hopkins from Bohannon Huston, Lilla Reid & Marty Howell from Souder, Miller & Associates, Brad Watts from Watts CPA and Karl Pennock from RCAC.
- II. **Pledge of Allegiance – postponed due to online meeting**
- III. **Motion to approve Agenda – IXA. Audit** moved up to follow Brad Watts Audit Presentation  
**IXC. Authorize Rate Adjustment public meeting** moved up to follow Karl Pennock’s RCAC Rate Study Presentation  
Mr. Evaro made the motion to approve the Agenda, Mr. P. Smith seconded the motion the motion passed with all in favor.
- IV. **Approval of Minutes:**
  - A. **Motion to approve the minutes of the January 20, 2021 Regular Board Meeting:** Mr. P. Smith made the motion to approve the minutes for January 20, 2021 Regular Board Meeting. Mr. Evaro seconded the motion, the motion passed with all in favor.
- V. **Presentations:**
  - A. **Brad Watts, Audit Presentation:** Mr. Watts said on page 2 is the Unqualified opinion, which is the best opinion to receive. On page 5 is the Statement of Net Position there was an increase in the Capital assets from last year due to the Brazito Sewer Project and new equipment purchases. There was an increase in Current maturities of notes payable due to the RCAC loan which is due in 12 months. Notes payable had a decrease. There was an increase in Net investment in capital assets. There was an increase in Unrestricted assets, which is good because that money can be used for any company purpose. Expenditures stayed relatively the same as last year. On page 26 is the Independent auditors report, which lists any findings or issues. The current year findings were – none and the status of prior year findings were -none. The single audit report on Compliance was conducted on the Capital Contributions Federal (USDA) Grant money. There were no deficiencies identified in internal controls over compliance.
  - B. **Karl Pennock, RCAC Rate Study:** Ms. Nichols said Karl is with RCAC (Rural Community Assistance Corporation). He has been working with our staff on a rate study for LRGPWVA.



This is an update on his finding so far, LRGPWVA is growing at a rate of .5% annually and there are continuing infrastructure needs identified. Water system needs additional funding for new projects. Last rate increase was in 2014 phased in over 3 years. The current residential rates are the lowest in the area. Sewer system is growing with the addition of new connections and rates are considerably lower than other systems as well. His recommendation so far is to implement a 3% annual adjustment. Additional revenue needed to maintain operation and pay for needed infrastructure.

## **VI. Public Input**

### **A. General Matters: 15 minutes are allotted for this item, 3 minutes per person**

1. **Eric Castillo:** Mr. Castillo did not join the meeting to give public input, we had one other person who was interested in giving public input as well, but did not join the meeting.

## **VII. Managers' Reports:**

**A. General Manager:** Mr. Lopez provided a written report and stood for questions. He met with DAC Staff to discuss a sewer billing agreement. This agreement will be on the March 2021 Agenda for both LRGPWVA Board and DAC BOCC Board. The target start date is July 1<sup>st</sup> billing. State Land Office easement W-37 (East Mesa well) is being renewed. Had a discussion with the Developer of a Proposed Commercial and Residential Project in East Mesa area, about possibly provided sewer service. We are considering the installation of Dash Camera for some of the fleet. We are providing our customers with information regarding the County's Emergency Rent & Utilities Assistance Program. We have a new payment method, payment by text via customer's cell phone. An intruder was caught at the East Mesa, Butterfield Park tank site by the Sheriff on February 11<sup>th</sup>, 2021. Our offices were closed on February 15, 2021 for President's Day. Mr. Evaro asked why we need dash cameras and do we need them in all vehicles. Mr. Lopez said they could help in case of accidents and could provide a reduction in insurance costs. The vehicles that would get dash cameras would be some of the Operations vehicles. Mr. P. Smith asked what the cost estimate was for the cameras. Ms. Jackson said the estimated cost per vehicle would be \$325.00 for camera purchase and \$35.00 per month each with a commitment of 2-3 years. Ms. Jackson said it is estimated that dash cameras would improve driving behaviors by 80%. Mr. Magallanez asked how many vehicles would be equipped with the cameras. Mr. Lopez said 8-10 vehicles would be equipped with cameras. Mrs. Holguin asked for an estimate of any insurance decreases. Mrs. Holguin would like a copy of the sewer billing agreement with DAC, before the next meeting. She would like the board members to have plenty of time to review it. Mr. Lopez said he would email a copy to the board members today. Ms. Jackson said LRGPWVA would be receiving 3% of the revenue from DAC for the sewer billing it will be another income source.

**B. Finance:** Ms. Jackson provided a written report and stood for questions. Mrs. Holguin congratulated the Finance Department for having no findings in the 2020 Audit. Ms. Jackson said Revenues were \$247,968.81 and expenses were \$318,870.03. Expenses were higher because we purchased a second mini excavator, LRGPWVA will be reimbursed for it by the State.

**C. Projects:** Ms. Nichols provided a written report and stood for questions. Mesquite Brazito Sewer Project 1 -final draw on funding has been submitted, project is complete. Project 2, is ready to bid

when we get the approval. South Valley Water Supply/Treatment Project- closing instructions have been requested from RD's Office of General Counsel (OGC). Water Master Plan is progressing nicely, Central Office Building – will be out to bid this Sunday, zoning issue was cleared up. Valle Del Rio- final change order is for 3 phase power and upgraded booster, pump skid and generator. East Mesa Water System Project- Design is complete, project interest form was submitted. Will begin the NMFA application process for Phase II design. High Valley Project 1 is complete, have revised final plans & Bid docs for phase II. Have a funding application nearly completed for phase III for new well building and booster skid. Colonia's application for phase III funding is about ready to submit. Mesquite Wetlands Closure dirt work is nearly complete, have a walk thru meeting this afternoon. Money left over will be used on fencing. Legislature reporting on bills have not been timely on the legislative website and parts of the Bill tracker are not being updated.

- D. Operations:** Mr. Lopez provided a written report and stood for questions. Mr. Lopez said there were many leaks due to the freezing temperatures. Mrs. Holguin wanted to congratulate Mike for his staff. She received a call at 6:30 this morning about a leak and within 10 minutes someone was out checking on it. Mr. Magallanez would like to see a water production report to show 5-7 years to show the increased and decreased in the long term. Mr. Lopez said he would have report ready for next board meeting.

## **VIII. Unfinished Business**

- A. Appointment of Directors for Districts 2 & 6:** Postponed

## **IX. New Business**

- A. Motion to approve LRGPPWA FY2020 Audit:** Mrs. Holguin congratulated staff for an outstanding Audit report. Mr. P. Smith made the motion to approve the FY2020 Audit. Mr. Evaro seconded the motion, the motion passed with all in favor.
- B. Motion to approve and adopt proposed amendment to Member-Customer Policies:** Mr. Lopez said he is requesting the change to give the Owner/Landlord authority to close or deactivate the renters account if and when the renters account becomes delinquent 90 days from bill date. The Owner/Landlord is ultimately responsible for any delinquent balance left on the renter's account. Mr. Magallanez made the motion to approve and adopt proposed amendment to Member-Customer Policies. Mr. Evaro seconded the motion, the motion passed with all in favor.
- C. Motion to authorize a public meeting for the proposed rate adjustment:** Mr. Lopez asked the board to authorize a public meeting on March 9<sup>th</sup> at 6:00 p.m. for the proposed rate adjustment. At this time Vice Chair Mr. F. Smith requested that Mrs. Holguin chair the rest of the meeting he was having audio difficulties, she agreed. Mr. F. Smith made the motion to authorize a public meeting for the proposed rate adjustment. Mr. Magallanez seconded the motion, the motion passed with all in favor.
- D. Motion to convene in closed session pursuant to NMSA 1978 10-15-1 H.7- threatened or pending litigation:** Mr. Magallanez made the motion to convene to closed session. Mr. P. Smith seconded the motion, the motion passed with all in favor.

- i. **Roll Call Vote:** District #1 (Mr. P. Smith) yes, #2 (Vacant) \_\_\_\_\_, #3 (Mr. Evaro) yes, #4 (Mrs. Holguin) yes, #5 (Mr. Magallanez) yes, #6 (Vacant) \_\_\_\_\_, #7 (Mr. F. Smith) yes
- ii. **Motion to reconvene in open session:** Mr. Magallanez made the motion to reconvene in open session. Mr. Evaro seconded the motion, the motion passed with all in favor.
- iii. **Statement by the Chair:** *The matters discussed in the closed meeting were limited only to those specified in the motion for closure.* Mrs. Holguin stated that the matters discussed in the closed meeting were limited only to those specified in the motion for closure.
- iv. **Motion, if any related to closed session matters:** Mr. Magallanez made the motion to authorize counsel and staff to contact other interested parties regarding possible declaratory judgment action concerning local zoning and planning authorities and to research and plan for litigation of the issue. Mr. Evaro seconded the motion, the motion passed with all in favor.

**X. Other discussion and agenda items for next meeting at 9:30 a.m. Wednesday, March 17, 2021 at the East Mesa Office.**

- A. **Have any Board Members participated in training? If so, please give us a copy of your certificate –** none provided
- B. **Reminder to Board Members whose terms are expiring this year, the elections will be November 2021.** A time line will be provided to board members at next board meeting.
- C. Motion to approve Alto De Las Flores O & M Contract
- D. Motion to approve DAC Sewer Billing Agreement

**XI. Motion to Adjourn:** Mr. F. Smith made the motion to adjourn the board meeting at 11:31 a.m. Mr. Evaro seconded the motion, the motion passed with all in favor.

**These minutes will be presented to the board for approval on the 17<sup>th</sup> Day of March, 2021 at a regular meeting of the Board of Directors:**

**SEAL:**

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Esperanza Holguin, Board Chair

Attest:

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Joe Evaro, Secretary

**LRGPWWA**  
**Manager's Report**  
**March 17, 2021**

- FY2021 HIDTA Grant Award was released, LRGPWWA signed the documentation as awardee
- Sheriff's Department was not able to resolve the altered check fraud-tracked transaction to a Wells Fargo Branch in an El Paso Walmart
- Dona Ana County's Emergency Rental Assistance Program flyer will be an insert in April billing, which provide assistance with utilities
- Renewed Phone System maintenance/technical support agreement with Telstar
- Renewed Scanner agreement with PDS
- Continue to Partner with RCAC to develop Cyber Security Plan as initiated by EPA
- Disability and Life Insurance Policies have been renewal-there was minimal change to the premiums
- SCCOG meeting on March 26<sup>th</sup> 10:00am via Zoom

## Lower Rio Grande PWWA

### Operators Report

March 17, 2021

#### System Problems and Repairs.

- Backflow inspections are Current. (Mesquite District)
- For the month of February, we were issued 164 work and service orders.
- For the month of January, we were issued 211 work and service orders.
- For the month of February, we installed new water service connections in the South Valley.
- We had 2 main line break at Alto De las Flores.
- We had two main line breaks at the East Mesa.
- We had no main or service line breaks at Talavera MDWCA.
- We had seven Main line breaks in South valley area.
- Alto de Las Flores construction is getting close to a final completion all that is left for the most part is the booster station.
- Arroyo well is being reinstalled this week.
- Maverick drilling is scheduled to pull and then they are going to camera well #6 this week.

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

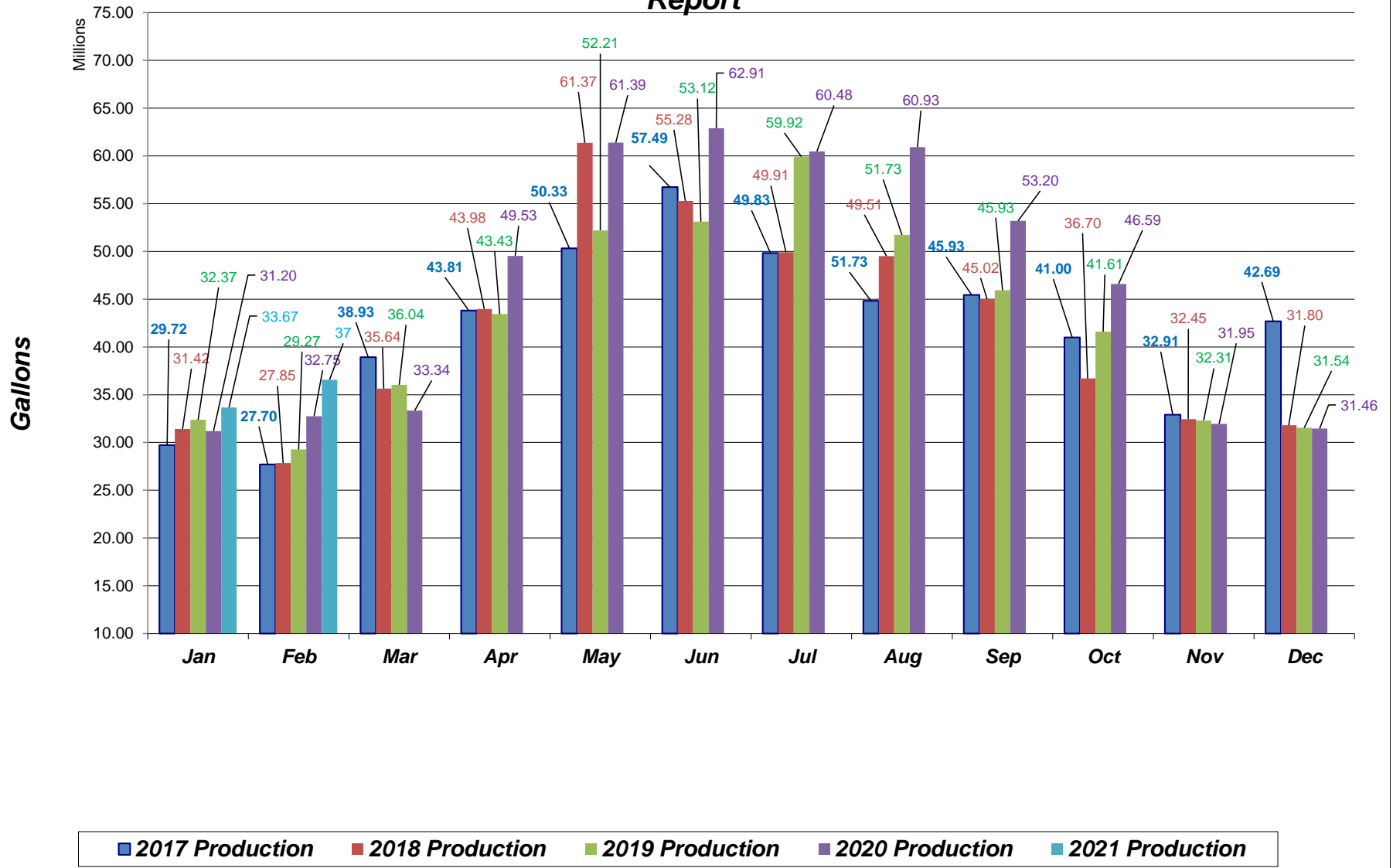
**Mesquite district Wetlands:** The three monitoring wells have been drilled and are ready to sample. We are going to sample this month to get a base line of our results.

**Mesquite and Organ Sewer Reports.** The Organ and the Mesquite Wastewater reports are not due Until July 1<sup>st</sup>, 2021.

**Chlorine:** No problems.

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

## Lower Rio Grande PWWA Water Production Report





**Lower Rio Grande Public Water Works Authority**

**Group Summary**

For Fiscal: FYE 2021 Period Ending: 02/28/2021

		Current			Budget
		Total Budget	MTD Activity	YTD Activity	Remaining
AcctNumber					
<b>Revenue</b>					
40000 - Operating Revenue		2,990,000.00	229,169.98	2,218,345.20	771,654.80
40002 - Installation Fees		105,000.00	8,105.50	73,062.49	31,937.51
40003 - Activation & Connection Fees-Water		5,000.00	450.00	2,650.00	2,350.00
40005 - Backflow Testing		7,000.00	125.00	6,075.00	925.00
40006 - Tampering Fee/Line Breaks		0.00	500.00	2,062.40	-2,062.40
40007 - Delinquency Fee		50,000.00	7,500.00	68,200.00	-18,200.00
40008 - Penalties-Water		50,000.00	7,282.41	63,340.46	-13,340.46
40009 - Membership Fees		5,000.00	713.35	5,913.35	-913.35
40010 - Impact Fees		40,000.00	8,479.17	158,506.21	-118,506.21
40011 - Returned Check Fees		0.00	0.00	115.00	-115.00
40012 - Credit Card Fees		8,000.00	1,242.00	9,486.00	-1,486.00
40013 - Miscellaneous Revenue		0.00	25.00	165.00	-165.00
40015 - Penalties-Sewer		4,500.00	663.22	4,280.71	219.29
40016 - Meter Test Fee		0.00	0.00	-219.55	219.55
40017 - Hydrant Meter Rental Fee		5,000.00	250.00	1,750.00	3,250.00
40019 - DAC Trash Coupons		1,000.00	66.00	568.00	432.00
40020 - Miscellaneous Revenue-Sewer		2,500.00	60.83	2,417.77	82.23
45000 - Tower Rent		5,000.00	500.00	4,000.00	1,000.00
45001 - Billing Adjustments-Water		0.00	-2,265.56	-4,503.95	4,503.95
45005 - Fiscal Agent Fees		50,000.00	4,752.23	40,534.21	9,465.79
45010 - Interest		0.00	23.99	185.12	-185.12
45015 - Copy/Fax		0.00	5.00	76.00	-76.00
45020 - Other Income		45,000.00	118.06	7,834.05	37,165.95
45022 - Annual Farm Rental		5,000.00	0.00	0.00	5,000.00
45025 - Contract Services		40,000.00	3,880.48	31,048.01	8,951.99
45030 - Transfers In		0.00	0.00	56,290.00	-56,290.00
49000 - Recovered Bad Debts		0.00	0.00	1,600.00	-1,600.00
<b>Revenue Total:</b>		<b>3,418,000.00</b>	<b>271,646.66</b>	<b>2,753,781.48</b>	<b>664,218.52</b>
<b>Expense</b>					
60001 - Transfer to Reserves		0.00	10,000.00	80,000.00	-80,000.00
60005 - Accounting Fees		500.00	0.00	0.00	500.00
60010 - Audit		14,000.00	4,310.12	13,666.25	333.75
60020 - Bank Service Charges		15,000.00	2,071.25	19,512.29	-4,512.29
60025 - Cash Short/Over		500.00	-24.88	-9,711.82	10,211.82
60026 - Computer Hardware		10,000.00	0.00	6,021.67	3,978.33
60030 - Dues and Subscriptions		3,000.00	288.75	5,911.79	-2,911.79
60035 - Engineering Fees		10,000.00	217.91	4,146.88	5,853.12
60045 - Late Fees		1,000.00	0.00	39.54	960.46



60050 - Legal Fees	5,000.00	354.18	3,205.06	1,794.94
60055 - Legal Notices	2,500.00	0.00	0.00	2,500.00
60060 - Licenses & Fees	6,000.00	1,060.00	6,790.59	-790.59
60065 - Meals	2,500.00	0.00	17.93	2,482.07
60075 - Permit Fees	1,500.00	0.00	825.00	675.00
60080 - Postage	3,000.00	0.00	939.64	2,060.36
60090 - Professional Fees-Other	10,000.00	0.00	-6,563.43	16,563.43
60100- Project Development	0.00	15,159.97	33,893.46	-33,893.46
60120 - Retirement Account Fees	6,500.00	0.00	5,339.75	1,160.25
60125 - Easements & Leases	10,000.00	0.00	0.00	10,000.00
60130 - Training	5,000.00	0.00	1,641.11	3,358.89
60140 - Travel:Airfare Per Diem	3,000.00	0.00	0.00	3,000.00
60150 - Travel:Lodging Per Diem	4,000.00	0.00	0.00	4,000.00
60155 - Travel:Meals Per Diem	2,000.00	0.00	0.00	2,000.00
60160 - Travel:Mileage/Parking Per Diem	1,500.00	0.00	0.00	1,500.00
60165 - Travel:Vehicle Rental Per Diem	1,000.00	0.00	0.00	1,000.00
60600 - Debit Service	148,000.00	8,923.22	218,115.95	-70,115.95
60625 - Interest paid to NMED	14,000.00	0.00	0.00	14,000.00
60650 - Interest paid to NMFA	37,000.00	4,740.24	20,802.93	16,197.07
60675 - Interest paid to USDA	125,000.00	11,596.26	104,712.55	20,287.45
63000 - Regular Pay	1,120,000.00	90,071.34	700,387.46	419,612.54
63001 - Overtime	54,500.00	4,531.07	24,890.94	29,609.06
63006 - Holiday Pay	56,500.00	5,131.54	49,079.22	7,420.78
63007 - Sick Pay	50,000.00	3,852.72	44,420.95	5,579.05
63008 - Annual Leave Pay	118,000.00	3,661.17	64,622.45	53,377.55
63010 - 401K 10% Company Contribution	5,000.00	0.00	0.00	5,000.00
63020 - 401K Employee Contribution	2,000.00	0.00	0.00	2,000.00
63040 - Administrative Labor	5,000.00	0.00	0.00	5,000.00
63060 - Contract Labor	0.00	0.00	649.88	-649.88
63070 - Employee Benefits-401K Contrib	168,500.00	3,071.59	24,897.73	143,602.27
63100 - Insurance-Dental	12,500.00	1,183.50	8,775.20	3,724.80
63110 - Insurance-Health	250,000.00	24,967.06	180,900.46	69,099.54
63115 - Salaries: Insurance - Work Comp	15,000.00	1,382.00	7,579.00	7,421.00
63125 - Insurance: Life & Disability	12,500.00	0.10	56.86	12,443.14
63130 - Mileage	1,500.00	0.00	0.00	1,500.00
63135 - Drug Testing	500.00	0.00	300.00	200.00
63160 - Payroll Taxes-Medicare	20,500.00	1,555.09	12,809.35	7,690.65
63170 - Payroll Taxes-Social Security	80,500.00	6,649.33	54,770.77	25,729.23
63180 - Payroll Taxes-State Unemployment	0.00	0.00	984.00	-984.00
63195 - Taxes, Liability, Insurance: Cobra Fee	0.00	75.00	535.00	-535.00
63200 - Vision Insurance	4,000.00	328.41	2,596.29	1,403.71
64100 - Sewer:DAC Waste Water Flow Charge	50,000.00	4,787.65	37,675.55	12,324.45
64200 - Sewer:Electricity-Sewer	9,000.00	1,548.75	10,738.35	-1,738.35
64300 - Sewer:Lab & Chemicals-Sewer	10,000.00	0.00	11,448.67	-1,448.67
64500 - Sewer:Supplies & Materials	28,500.00	0.00	45.87	28,454.13
64501 - Pre Paid Tank Site Lease	0.00	0.00	1,625.00	-1,625.00
65010 - Automobile Repairs & Maint.	30,000.00	3,129.29	38,894.05	-8,894.05

65230 - Computer Maintenance	70,000.00	3,460.67	54,416.15	15,583.85
65240 - Equipment Rental	2,500.00	0.00	320.06	2,179.94
65250 - Fuel	60,000.00	9,093.21	34,808.30	25,191.70
65255 - GPS Insights Charges	7,000.00	951.56	5,388.20	1,611.80
65260 - Kitchen & Cleaning Supplies	1,000.00	0.00	0.00	1,000.00
65270 - Lab Chemicals-Water	5,000.00	0.00	687.49	4,312.51
65275 - SCADA Maintenance Fee	2,000.00	0.00	0.00	2,000.00
65276 - Test Equipment Calibration	2,000.00	0.00	0.00	2,000.00
65277 - Generator Maintenance Contract	3,000.00	698.59	698.59	2,301.41
65278 - Meter Testing/Repair/Replacement	20,000.00	0.00	0.00	20,000.00
65280 - Lab Chemicals-Water:Chemicals	35,000.00	1,205.47	24,651.40	10,348.60
65300 - Locates	2,500.00	0.00	0.00	2,500.00
65310 - Maint. & Repairs-Infrastructure	65,000.00	6,093.97	94,510.30	-29,510.30
65320 - Maint. & Repairs-Office	12,500.00	2,227.85	12,891.02	-391.02
65330 - Maintenance & Repairs-Other	16,500.00	-48,081.34	37,579.48	-21,079.48
65340 - Materials & Supplies	50,000.00	3,985.74	31,318.64	18,681.36
65345 - Non Inventory-Consumables	50,000.00	2,699.42	26,242.20	23,757.80
65350 - Office Supplies	10,000.00	1,757.56	10,253.09	-253.09
65360 - Printing and Copying	47,500.00	3,845.65	30,946.51	16,553.49
65370 - Tool Furniture	10,000.00	840.00	20,638.51	-10,638.51
65390 - Uniforms-Employee	15,000.00	637.02	8,346.43	6,653.57
65490 - Cell Phone	20,000.00	1,523.96	13,909.92	6,090.08
65500 - Electricity-Lighting	6,000.00	471.35	3,984.75	2,015.25
65510 - Electricity-Offices	15,000.00	725.95	9,881.29	5,118.71
65520 - Electricity-Wells	200,000.00	18,036.04	144,581.25	55,418.75
65530 - Garbage Service	3,000.00	179.94	1,753.50	1,246.50
65540 - Natural Gas	3,000.00	233.30	1,445.63	1,554.37
65550 - Security/Alarm	5,000.00	2,609.36	3,488.86	1,511.14
65560 - Telephone	20,000.00	1,620.63	15,928.22	4,071.78
65561 - Telstar Maintenance Contract	7,000.00	0.00	0.00	7,000.00
65570 - Wastewater	2,000.00	190.06	1,515.74	484.26
66200 - Insurance-General Liability	90,000.00	0.00	62,658.00	27,342.00
<b>Expense Total:</b>	<b>3,403,000.00</b>	<b>229,628.59</b>	<b>2,440,833.72</b>	<b>962,166.28</b>
<b>Total Surplus (Deficit):</b>	<b>15,000.00</b>	<b>42,018.07</b>	<b>312,947.76</b>	<b>-297,947.76</b>

**LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY  
PROJECTS REPORT – 3/17/2021**

**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** – Final draw on funding has been submitted and funds received. Project is complete and will no longer be on this report after today.

**LRG-17-01 – Mesquite-Brazito Sewer Project 2 – Bohannon Huston, Inc. – Design Stage – USDA-RD LOC \$15,030,780 (\$6,189,000 Loan/\$8,030,000 Grant)** –26<sup>th</sup> Request for Funds from RCAC bridge loan has been submitted. BHI has finalized the ROW map, and our attorney is preparing and Opinion RE: ROW. Once that is done, our Board Chair will sign the Right of Way Certificate. USDA-RD will request closing instructions once the final LOC documents are submitted.

**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:** RCAC loan was approved, and loan commitment has been extended. Contract Documents have been approved by USDA-RD and NMED-DWB. Extension of Time has been submitted to NM OSE for the well. RD approval to bid and closing on RCAC construction loan are pending, closing instructions have been requested from OGC, and all LOC items have been submitted as of early August 2020. USDA-RD OGC had questions concerning the LRGPWWA’s authority to engage in mortgages and loans, and our attorney has responded. We are still waiting for RD’s Office of General Counsel to issue closing instructions.

**LRG-17-01 – Water Master Plan – BHI - WTB #252/CDBG 19-C-NR-I-06-G-100 \$50,000 + \$60,000 LRG funds:** Seventh draw on funding is in process.

**LRG-17-02 – Central Office Building – Wilson & Co. - DW-4213 \$3,285,619:** Bid opening was rescheduled to 3/24/21 to allow for 30-day bid period.

**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:** Partial substantial completion walk through was held 10/15/20. Change Order #2 was approved and contractor’s claim regarding hydrant location was settled with that. Change Order #3 is in preparation pending EPEC extension of 3-phase power.

**LRG-17-03 –East Mesa Water System Improvements Project – NMFA 3803-PG & 3804-PG \$93,307, 4915-CIF \$207,608 Loan/\$39544 Grant/\$9,562 Match – Design** – Project Interest Form has been submitted to NMED-DWB for DWSRLF funding, and required documents have been submitted. After DWB review, we will begin the NMFA application process. Colonia’s application has been submitted for Ph. II design.

**LRG-18-01 – High Valley Water System Improvements Project – NMFA 4645-CIF18 \$29,172 Grant/\$116,688 Loan, 3354-CIF \$5,000 Grant/\$45,000 Loan – Plan, Design & Construction – Souder,**

**Miller & Assoc.** – Close-out documents have been received. Contract with IOS-Tech for SCADA work was approved, and the work has been completed. Final pay apps have been submitted.

**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.** –NMED-CPB comments on 90% design were received 11/17/20, and SMA responded on 2/8/21. Colonia’s application for Phase III funding has been submitted.

**LRG-18-02 – Stern Drive Waterline Extension Project – Design/Build – SMA - \$150,000 SAP** – Project is complete, and Capital Outlay Request has been submitted to extend the line further north by about 1850’.

**LRG-19-09 – S. Valley Service Area Line Extensions - SMA** – Authorization to apply to NMED Local Government Planning Fund for PER funding was approved by the board, but due to NMFA restrictions, we cannot apply until December and January. We requested that SMA provide a proposed Task Order to look at the feasibility, see where there is interest from potential new customers, and determine whether a PER is needed.

**LRG-20-01 – Mesquite Wetlands Closure – Plan/Design - BHI - \$250,000 SAP:** Pay App. #2 has been submitted by the contractor. Dirt work is nearly complete. Run-off from irrigation of the neighboring property ponded on the site earlier this month, and BHI is looking at solutions to that issue. Final walk-through was held 3/11/21.

**LRG-21-01 – Vado Area Water System Improvements – Plan/Design/Construct – SMA - \$139,000 SAP 20-E4038-GFR** – Reauthorized SAP from Jacquez Road will be used to rehab one or two bore-crossings and install some new valves in the Vado system. Contract proposal from SMA has been submitted to NMED-CPB for approval.

### **Other projects:**

**NM 2021 Legislature:** Representative Willie Madrid won re-election after the recount. Session started January 19<sup>th</sup>, and will be 60 days. Legislative Report on bills of interest is available at the Directors Only page. Capital Outlay Request for \$240k for Stern Drive Line Extension Project and \$950k for the Central Operations Facility. Bill updates have not been timely on the legislative website, and parts of the Bill Tracker are not being updated at all.

**Infrastructure Capital Improvements Plan 2022-2026:** ICIP is final, has been submitted to NM DFA, corrected, and approved. Final document is posted on the Projects & Planning page at our website.

**Documents Retention & Destruction** – Sorting of old association documents for storage or destruction is ongoing, and staff is implementing approved retention/destruction schedules for LRGPWWA documents. One bin was sent out for shredding in the past month.

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

**Training** – Patty attended: 2/25/21 Building Your Water Quality Surveillance Response System, NRW Energy Efficiency webinar on 3/4/21 and EPA Community Based Water Resiliency webinar on 3/3/21 and 3/9/21 Forward Together- What Special Districts Need to Know about 2021.

**As Needed Engineering Services** - Currently we have two active Task Orders: Souder, Miller & Associates for two NM DOT permits for new services and Cobb-Fendly for one NM DOT permit for a new service connect. One additional Task Order is pending with Cobb-Fendly for a second NM DOT permit.

**Collection & Lien Procedures** - 238 first notifications, 129 certified letters have been sent and 91 liens have been filed to date. 17 liens have been released following payment in full of the account.

**Water Audits** –Sent out a request to staff to finalize 2020 water audit data on 1/29/21 and 3/8/21. Will begin scheduling water audits for 2020 when data collection is complete.

**Rate Study** – Met with Karl Pennock of RCAC on 2/25/21 and 3/8/21to prepare for public meeting on 3/9/21. Rate recommendation is on today's agenda.

**Cyber Security Assessment** – Follow-up meeting with Karl Pennock, RCAC, was held on 3/4/21.

**INTERAGENCY AGREEMENT FOR OPERATION AND MAINTENANCE  
OF WATER SYSTEM FOR THE**

**Alto De Las Flores  
Mutual Domestic Water Consumers Association**

**BY**

**Lower Rio Grande Public Water Works Authority**

This Interagency Agreement, hereinafter refer to as Agreement, made and entered into this **1st** day of **April, 2021**, by and between the Board of Directors of the **Alto De Las Flores Mutual Domestic Water Consumers Association**, hereinafter designated as the **Owner**, and **Lower Rio Grande Public Water Works Authority**, hereinafter designated as the **Certified Operator**, pursuant to a Motion duly passed by the Board of Directors of the Lower Rio Grande Public Water Works Authority.

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

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

1. The Owner shall provide the following to the Certified Operator:
  - a. The Owner shall pay \$1,500.00 per month for all routine operation and maintenance services outlined in 4.a.i. through 4.a.xii. and 4.b.vi.
  - b. The Owner shall pay \$50.00 per hour for all required and/or requested operation and maintenance services outlined in 4.b.i. through 4.b.vi., if said activities do not require equipment such as a backhoe or trencher. When equipment is necessary, including emergency responses which require equipment, the cost per hour for services to be paid by Owner shall be \$100.00. Rental expense if equipment is rented.
  - c. The Owner shall bear full responsibility for the costs associated with materials, supplies and permits for all aspects of the operation and maintenance, including the need for special equipment such as boring machines.
  - d. The Owner shall remit payment in full within thirty (30) days of receipt of a monthly billing statement from Certified Operator. Any amounts billed and disputed by Owner shall be identified by Owner at the time of payment and said funds shall be placed in escrow by Certified Operator, at Owner's expense,

pending resolution of the billing dispute.

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

- ix. Prepare and submit chlorine residuals report to NMED as part of compliance with Chlorine Byproducts Rule of EPA if such rule is ever implemented;
- x. Line Location and marking in compliance with New Mexico Excavation Law.
- xi. Read meters on or about the 25<sup>th</sup> of each month, but no later than the 30<sup>th</sup> of the month;
- xii. Association Management to maintain compliance with State and Federal drinking water regulations along with all other applicable state and federal statutes and regulations including attendance of board meeting.

b. The following additional services will be billed to and paid by Owner at the rates set forth in paragraph 1.b. above:

- i. Monthly hydrant flushing, flush-out flushing, and Well
- ii. Quarterly storage tank flushing and Cathodic Protection;
- iii. Annual exercise of isolation valves;
- iv. As needed or requested, paint storage tanks impacted by graffiti, cut weeds at facilities, maintain facility free of debris, install and test back flow preventers for commercial meter sites;
- v. Operation and maintenance arising in an emergency situation will be performed only upon the request of Owner, or at the request of NMED to maintain compliance with State and Federal drinking water regulations;
- vi. Compliance with New Mexico Excavation Law including underground facility location and marking as requested by other utility companies or for work to be completed by Certified Operator. Owner shall provide a system map to Certified Operator.

c. Comply with all requirements of any Federal financial assistance obtained by Owner, as if it were the recipient of the assistance.

d. Ensure that the water system is operated in a manner that meets all Federal, State and local government requirements, including securing and maintaining required licenses, certifications, and accreditation for the staff fulfilling the

Drawdown;



responsibilities of this contract as may be necessary to operate, maintain and manage the system. The system shall be operated in compliance with the requirements of the New Mexico Environment Department, the Safe Drinking Water Act, and all other relevant local, state and Federal requirements.

- e. At the Owners request the Certified Operator shall remove and install meters due to new service connections; meters identified as inoperative and/or inaccurate; and illegal and/or unauthorized service including delinquency.
  - f. The Certified Operator shall conduct required standard testing, monitoring, and reporting of water quality as necessary and required by the New Mexico Environment Department. Water test kits and testing equipment shall be supplied by the Owner if available. If outside services are required for non-recurring and one time analysis of water, the Owner will be billed for those operating expenses.
  - g. The Certified Operator will perform preventive maintenance procedures and services for all wells, pumps, tanks, chemical feeders, and other equipment and infrastructure of Owner.
  - h. The Certified Operator shall acquire and maintain any and all license and/or certification requirements as required by the New Mexico Environment Department or relevant funding entities and shall provide the Owner with proof of such license and/or certification.
  - i. The Certified Operator shall attend such regular board meeting or other special meetings as requested by the Owner.
  - j. Meters shall be removed, replaced or re-installed at Owner's request within seven business days of receipt of such request in writing.
  - k. New meter shall be installed at Owner's request within 30 business days of receipt of such request in writing to include requirement of the New Mexico One-Call.
5. The costs associated with extra labor or services and equipment needed by the Certified Operator to make emergency repairs deemed necessary to properly and adequately maintain the Owner's water system in a state of good repair, including repairs to water lines, wells, equipment, appurtenances and also including installing new customer service taps will be the responsibility of the Owner.
6. This Agreement is subject to approval of the servicing USDA/RD office.
7. The terms of this Agreement shall be for a (4) year period. Either party may

terminate this Agreement, with or without cause, by providing at least sixty days advanced written notice prior to termination date. In the event of termination, the Certified Operator shall be paid for services completed.

8. Both parties acknowledge that Certified Operator is protected from liability associated with the operation and maintenance of water systems within the State of New Mexico and confirm that this contract is not intended to waive the protections against liability provided by the laws of the State of New Mexico.

9. All correspondence or notices required under this Agreement shall be sent to:

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

and

Alto De Las Flores  
PO Box 16216  
Las Cruces, NM 88004

10. This Agreement shall not be amended except by written instrument executed by the parties.

11. Should either party have to enforce this Agreement in a court of law, the costs and fees of the prevailing party shall be paid in full by the other party.

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

Alto de Las Flores MDWCA  
Signed By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Lower Rio Grande PWWA  
Signed By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



# LOWER RIO GRANDE

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## Public Water Works Authority

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P.O. Box 2646

Anthony, New Mexico 88021

(575) 233-5742

<http://LRGauthority.org>

### MANAGEMENT AND O&M INTERAGENCY AGREEMENT

#### Services (routine) at \$1,500.00 per month.

- Daily inspection of facilities
- Use of On-call and Back-up staff and phone number
- Maintain daily log sheets
- Collect and submit monthly microbiological samples to lab
- Analyze and record daily chemical handling, dosages, recordkeeping, and residuals
- Operation of Treatment Facilities
- Prepare annual Consumer Confidence Report
- Prepare and submit chlorine residuals report to NMED (Chlorine by Products Rule)
- Prepare and submit chlorine residuals report to NMED as part of compliance in with Chlorine by Products Rule (Near Future requirement by USEPA)
- Line Location and marking in compliance with New Mexico Excavation Law
- Read meters on or about the 25<sup>th</sup> of each month, but no later than the 30<sup>th</sup> of the month
- Association Management to maintain compliance with State and Federal drinking water regulations along with all other applicable state and federal statutes and regulations



**LOWER RIO GRANDE**  
**Public Water Works Authority**

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**Services provided at \$50.00 per hour:**

- Any and all other required and/or requested operation and maintenance services to not outlined as routine including  
  
emergency responses in which no equipment (backhoe, trencher) is required.

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

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

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



# LOWER RIO GRANDE

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## Public Water Works Authority

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

- Monthly-Estimate 2 hours per month
  - Hydrant flushing
  - Flush-out flushing
  - Well Drawdown
  
- Quarterly-Estimate 2 hours per quarter
  - Storage tanks flushing
  - Cathodic Protection
  
- Annual-Estimate 8 hours per year
  - Exercise isolation valves
  
- As-need or requested-Estimate 8 hours per quarter
  - Paint storage tanks Graffiti
  - Cut weeds at facility
  - Maintain facility free of debris
  - Installation and testing of back preventers for commercial meter site if not so equipped
  - Media change-out and waste disposal

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

**AGREEMENT BETWEEN THE LOWER RIO GRANDE PUBLIC WATER WORKS  
AUTHORITY AND COUNTY OF DOÑA ANA FOR PROVISION OF WASTEWATER  
BILLING SERVICES**

**THIS AGREEMENT** is entered into on this \_\_\_ day of \_\_\_\_\_, 2021, between the LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY ("Authority"), a New Mexico political subdivision-special district and the COUNTY OF DOÑA ANA ("County"), a political subdivision of the State of New Mexico.

**WHEREAS**, the Authority or ("water provider") is a political subdivision of the State created under NMSA 1978 §73-26-1 *et seq.* (2009) providing water and wastewater utility in southern Doña Ana County; and

**WHEREAS**, the County or ("wastewater provider") is a governmental subdivision of the State of New Mexico and Class A county pursuant to NMSA 1978 §4-36-10 (1993); and

**WHEREAS**, the County has created, organized and is operating a wastewater system under various New Mexico statutes and has adopted ordinances pertaining thereto; and

**WHEREAS**, the Authority has created, organized and is operating a water and wastewater system under various New Mexico statutes and has adopted ordinances pertaining thereto; and

**WHEREAS**, the Authority provides water service to some of the County's wastewater customers, and the purpose of this Agreement is to have the water provider add the wastewater providers customers into its water billing and collection system so that the water service provider will bill customers and collect payments for wastewater provider services and disburse the proceeds as herein provided;

**NOW, THEREFORE**, the Parties, in consideration of the premises set forth above and the mutual covenants set forth below, hereby enter into this Agreement upon the following terms and conditions:

**TERMS AND CONDITIONS**

1. **Agreement.** The water provider agrees to bill, collect and disburse proceeds for wastewater services of the wastewater provider for those wastewater customers served water by the water provider.
2. **Customers. Wastewater** customers billed by the water provider shall be governed by the water provider's policies regarding payments, due dates, and cutoff provisions.
3. **Water Provider Compensation, Billing, and Payment:** Water provider shall monthly:

- (A) Retain three (3%) percent of the wastewater fees collected;
- (B) Retain all late fees and service charges that accrue on the accounts;
- (C) Remit payment to the Wastewater Provider the wastewater revenue collected during the prior thirty days less the fees described in Paragraph 3(A) above.
- (D) Provide a report and payment to the wastewater provider for billing and collection for the previous billing cycle.

The rates and charges set forth in Paragraph 3(A) are effective upon execution of this Agreement. Parties may annually seek renegotiation of the three (3) percent water provider administrative fee.

4. **Existing Delinquent Accounts:** Upon execution of this Agreement, the County shall promptly provide a list of delinquent customers with appropriate information detailing their respective arrearages. The Authority shall notify such customers of said arrears and collect either payment in full or arrange for payments in monthly installments, the period for which shall not exceed 24 months. The County shall compensate the Authority for such collections at the rate of 25% of the amount collected. For any customer that does not either make payment in full or enter into an installment agreement within ninety days of the mailing of the notice provided for herein, the Authority shall shut off water service until such payment is made or installment agreement is entered into.
5. **Notification of Customer Base:** Within thirty (30) calendar days of the date of this Agreement the Parties shall notify those wastewater customers of the new billing and payment procedures under this Agreement
6. **Return Flow Credits:** Return flow credits, if any, associated with water placed in the County's Wastewater Collection System from customers residing in the Authority's water service areas may be claimed by the Authority consistent with its policies and agreements with other entities.
7. **Operation and Maintenance, Repair and Replacement:** The wastewater provider accepts ownership and is responsible for wastewater deposited into its system by its customers and shall be obligated to operate, maintain, repair, replace and expand its wastewater system without recourse against the water provider.
8. **Separate Independent Operations Not Affected:** Nothing in this Agreement shall affect the rights or obligations of either party to operate independently of the other; however, each will share with the other such records as are helpful in administering this Agreement.
9. **Duration of Agreement:** This Agreement shall be perpetual unless terminated in accordance with Paragraph 10.
10. **Termination:** This Agreement may be terminated by either party by providing written notice of termination to the other party six (6) months in advance.
11. **Insurance:** Each party shall separately maintain insurance as required by law.

12. **Dispute Resolution:** In the event a dispute arises related to this Agreement the Parties agree that, prior to filing any court action related to this Agreement, they will use the services of a mediator. The mediator shall either be certified as a mediator or shall have experience as a mediator. In the event the Parties have not agreed to a mediator within three (3) business days of written notice to the other regarding the dispute, then a list of five (5) potential mediators will be obtained from the Court or other professional association, and the Parties shall use a striking process until a mediator is agreed upon. If both Parties agree in writing, they may use the mediation process set-forth in the New Mexico Mediation Procedures Act (§§ 44-7B-1 through 44-7B-6). Each party shall be responsible for its respective mediation costs.

13. **Liability:**

- (A) Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, §§ 41-4-1 *et seq.*, NMSA 1978, as amended, and any other New Mexico sovereign immunity statute.
- (B) Provided they are acting within the course and scope of their employment or authority, no elected or appointed official, employee, servant or agent of a party shall be held personally liable under this Agreement or any extension of or renewal thereof.

14. **Governing Law and Venue:** This Agreement shall be interpreted under laws of the State of New Mexico. Venue for any suit related to this Agreement shall lie in the Third Judicial District Court in Doña Ana County, New Mexico.

15. **Scope of Agreement:** This Agreement contains the entire understanding of the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in this Agreement.

16. **Severability:** The articles, sections, and sub-sections of this Agreement are severable, and if any article, section or subsection of this Agreement shall be declared unconstitutional or illegal by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or illegality shall not affect any of the remaining sections, subsections and articles of this Agreement, since the same would have been entered into by the Parties without such invalid portion.

17. **Third-Party Beneficiary:** This Agreement or any provisions of the Agreement shall not create in any member(s) of the public, including customer(s) of either party, status as a third-party beneficiary of the Agreement, or authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), injury(ies) to person(s), damage(s) to property(ies), or any other cause(s) of action whatsoever pursuant to the provisions of this Agreement.



18. **Notices:** All notices to be given under this Agreement shall be given by regular mail, return receipt requested or by personal delivery to:

Doña Ana County  
County Manager  
745 N. Motel Blvd.  
Las Cruces, NM 88007

LRGPWWA  
General Manager  
325 Holguin Rd.  
Vado, NM 88072

19. **Amendment:** This Agreement may be amended with the consent of the parties, but said amendment must be in writing and approved by the governing body of each party.

20. **Successors and Assigns:** The terms of this Agreement and any amendment thereto shall extend to and be binding upon the parties' successors, assigns, and transferees.

21. **Signatory Representation:** The Authority and the County represent that the signatories to this Agreement have been officially authorized by their respective Boards to sign the Agreement.

22. **Effective Date:** This Agreement shall become effective upon the date of signature of the last party to sign.

In witness whereof, the Parties have executed this Agreement on the dates indicated below.

**LOWER RIO GRANDE PUBLIC  
WATER WORKS AUTHORITY**

\_\_\_\_\_  
Esperanza Holguin - Chairman

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

ATTEST:

\_\_\_\_\_  
Joe Evaro - Secretary

**COUNTY OF DOÑA ANA**

\_\_\_\_\_  
Fernando R. Macias, County Manager

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

ATTEST:

\_\_\_\_\_  
Amanda López Askin, County Clerk