



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: August 21, 2024

Time: 9:00 a.m.

Places: La Mesa Office

Event: Regular Board Mtg

SIGNATURE	Print Name, Title, Company	Phone Number	Email Address
	Martin Lopez LRG General Manager	575-233-5742 Ext. 1004	martin.lopez@lrgauthority.org
	Karen Nichols LRG Projects Manager	575-233-5742 Ext. 1018	karen.nichols@lrgauthority.org
	Patricia Charles LRG Projects Special.	575-233-5742 Ext. 1021	patty.charles@lrgauthority.org
	Kathi Jackson LRG Finance Manager	575-233-5742 Ext. 1005	kathi.jackson@lrgauthority.org
	John Schroder LRG Accounting Assistant	575-233-5742 Ext. 1006	john.schroder@lrgauthority.org
	Mike Lopez LRG Operations Manager	575-233-5742 Ext. 1011	mike.lopez@lrgauthority.org
Via phone call absent	Espy Holguin – District 4 LRG Board Chair	575-644-9543	Espy.holguin@lrgauthority.org
absent	Glory Juarez – District 6 LRG Board Secretary	575-494-2750	glory.juarez@lrgauthority.org
	James Cadena – District 3 LRG Board Vice Chair	480-206-5930	James.cadena@lrgauthority.org
	Enrique Franco – District 2 LRG Board Director	575-649-1610	Enrique.franco@lrgauthority.org
absent	Juan Perez – District 5 LRG Board Member	575-520-4010	juan.perez@lrgauthority.org
absent	Josh Smith LRG Attorney	575-528-0500	
via phone call	Gabe Alvarado HDR Engineering	505-263-4940	
via phone call	Marty Howells Souders, Miller + Assoc.		

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

Draft Minutes —REGULAR BOARD OF DIRECTORS MEETING

9:00 a.m. Wednesday, August 21, 2024 AT the La Mesa OFFICE & ONLINE VIA ZOOM

Contact us at 575-233-5742 or board@LRGauthority.org for information, assistance, online meeting link, 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

- I. **Call to Order, Roll Call to Establish Quorum:** Mr. Cadena called the meeting to order and established quorum at 9:00 a.m. District #1 is vacant, **Mr. Franco** representing District #2 was present, **Mr. Cadena** representing District #3 was present, **Mrs. Holguin** representing District #4 was present via telephone, **Mr. Perez** representing District # 5 was absent, **Mrs. Juarez** representing District #6 was absent, District #7 is vacant. Staff present were General Manager Martin Lopez, Projects Manager Karen Nichols, Projects Specialist Patricia Charles, Finance Manager Kathi Jackson, Accounting Assistant John Schroder and Operations Manager Mike Lopez. Guests present were Gabe Alvarado from HDR Engineering and Marty Howel from Souder, Miller & Associates.
- II. **Pledge of Allegiance:** The pledge of allegiance was led by Board Member James Cadena.
- III. **Motion to approve Agenda:** General Manager requested the agenda be amended to moving Section IX. A, B & C be presented to the board after Section IV. Mr. Franco motioned to approve the agenda with the amended requested. Mrs. Holguin seconded the motion, the motion passed with all in favor.
- IV. **Approval of Minutes: Motion to approve the minutes for Regular Board Meeting on July 17, 2024 & Special Board Meeting August 5, 2024:** Mrs. Holguin made the motion to approve the minutes for Board meeting on July 17 and August 5, 2024. Mr. Franco seconded the motion, the motion passed with all in favor.
- V. **Presentations:** none
- VI. **Public Input:** none
- VII. **Managers' Reports:**
 - A. **General Manager:** Mr. Lopez provided a written report and stood for questions. We purchased a backhoe as part of a 2024 legislative grant recently. We paid for it, but will be reimbursed for it. A customer had requested we provide a self-addressed return envelope. The cost for this service would be 3.5 cents per bill for a total of \$175.00 per month. We typically have about 200 bills returned and about 800 payments come in thru the mail. In 12 years, we have only had 1 request for this service. If the board wants to consider providing this service we could put it on a future agenda. We discovered a BLM Right of Way permit from Desert Sands that was not transferred with the merger, it will need to be transferred and renewed. One employee had to be terminated. Mr. Lopez had notified the board at the last board meeting that our current attorney was closing down his operations and so we are now actively searching for a new attorney/firm.

- B. Projects:** Ms. Nichols provided a written report and stood for questions. We finally got permission from USDA-RD to purchase a Vactor truck with the remaining funds from our Sewer Project. It has been ordered we should receive it within 10-14 months. South Valley Project is about done. The Mesquite-Brazito Project is nearing completion as well we are pending the last couple of grinder stations getting electrical service. Valle del Rio Project is getting buttoned up, we need to move the boosters and generator to High Valley, which will then complete the High Valley Project. East Mesa Project has started, the contractor is starting to do potholing and staking. Mr. Cadena said he had noticed the progress on the Central Office Building. Mr. Lopez said the operations crew has been there marking locates for utilities and water lines. Ms. Nichols said the Admin. building has been sitting there mostly complete with no temperature control, which has caused some issues with the flooring.
- C. Operations:** Mr. Mike Lopez provided a written report and stood for questions. In July our operators installed 6 new water service connections in the South Valley area. He created 6 new water estimates. We received approval to shut down the mesquite wetlands. Production for July was 59.44 million gallons and last month (June) production was 62.77 million gallons.
- D. Finance:** Ms. Jackson provided the board with 3 reports a combined funds report, a water only funds report and a sewer funds only report for a better view of expenditures. She reported we had revenues of \$497,480.61 and expenditures of \$459,777.30 with a surplus of \$37,703.31.

VIII. Unfinished Business: none

IX. New Business:

- A. Motion to adopt Resolution FY2025-05 Authorizing Execution & Delivery of a Local Planning Grant Agreement for a Water Asset Management Plan:** Mrs. Holguin made the motion to adopt Resolution FY2025-05 authorizing execution and delivery of a local planning grant agreement for a water asset management plan. Mr. Franco seconded the motion, the motion passed with all in favor. Mr. Lopez said these two planning grants are in the amount of \$50,000.00 one for water asset management and one for wastewater asset management plan. LRGPWWA has already paid out of pocket for these plans. The resolutions are so we can get reimbursed.
 - B. Motion to adopt Resolution FY2025-06 Authorizing Execution & Delivery of a Local Planning Grant Agreement for a Wastewater Asset Management Plan:** Mrs. Holguin made the motion to adopt resolution FY2025-06 authorizing execution & delivery of a local planning grant agreement for a wastewater asset management plan. Mr. Franco seconded the motion, the motion passed with all in favor.
 - C. Motion to approved Wilson & Company Architectural Agreement Amendment 1.3 in the amount of \$65,917.90 plus GRT for an additional 150 days of service ending 10/3/2024 for the Central Operations Facility Project:** Mrs. Holguin made the motion to approve Wilson & Co. agreement amendment 1.3 in the amount of \$65,917.90 plus GRT for an additional 150 days of service ending 10-3-2024. Mr. Franco seconded the motion, the motion passed with all in favor.
- X. Other discussion and agenda items for next meeting at 9:00 a.m. Wednesday, September 18, 2024 at our La Mesa Office and via Zoom.**

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

XI. **Motion to Adjourn:** Mr. Franco made the motion to adjourn the board meeting at 9:23 a.m.

These minutes will be presented to the board for approval on the 18th Day of September, 2024 at a regular meeting of the Board of Directors:

SEAL:

Esperanza Holguin, Board Chair

Attest:

Glory Juarez, Secretary

DRAFT

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

Meeting Notice & Agenda—REGULAR BOARD OF DIRECTORS MEETING 9:00 a.m. Wednesday, August 21, 2024 AT the La Mesa OFFICE & ONLINE VIA ZOOM

Contact us at 575-233-5742 or board@LRGauthority.org for information, assistance, online meeting link, 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

- I. Call to Order, Roll Call to Establish Quorum: District #1 is vacant, **Mr. Franco** _____ (District #2), **Mr. Cadena** _____ (District #3), **Mrs. Holguin** _____ (District #4), **Mr. Perez** _____ (District # 5), **Mrs. Juarez** _____ (District #6), District #7 is vacant.
- II. Pledge of Allegiance
- III. Motion to approve Agenda
- IV. Approval of Minutes: Motion to approve the minutes for Regular Board Meeting on July 17, 2024 & Special Board Meeting August 5, 2024
- V. Presentations: none
- VI. Public Input: none
- VII. Managers' Reports
 - A. General Manager
 - B. Projects
 - C. Operations
 - D. Finance
- VIII. Unfinished Business- none
- IX. New Business
 - A. Motion to adopt Resolution FY2025-05 Authorizing Execution & Delivery of a Local Planning Grant Agreement for a Water Asset Management Plan
 - B. Motion to adopt Resolution FY2025-06 Authorizing Execution & Delivery of a Local Planning Grant Agreement for a Wastewater Asset Management Plan
 - C. Motion to approved Wilson & Company Architectural Agreement Amendment 1.3 in the amount of \$65,917.90 plus GRT for an additional 150 days of service ending 10/3/2024 for the Central Operations Facility Project
- X. Other discussion and agenda items for next meeting at 9:00 a.m. Wednesday, September 18, 2024 at our **La Mesa Office** and via Zoom.

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

9:00 a.m. Wednesday, July 17, 2024 AT the La Mesa OFFICE & ONLINE VIA ZOOM

Contact us at 575-233-5742 or board@LRGauthority.org for information, assistance, online meeting link, 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

- I. **Call to Order, Roll Call to Establish Quorum:** Mrs. Juarez called the meeting to order and established quorum at 9:04 a.m. District #1 is vacant, **Mr. Franco** representing District #2 was present, **Mr. Cadena** representing District #3 was absent, **Mrs. Holguin** representing District #4 was absent, **Mr. Perez** representing District # 5 was absent, **Mrs. Juarez** representing District #6 was present, District #7 is vacant. Staff present were General Manager Martin Lopez, Projects Manager Karen Nichols, Projects Specialist Patricia Charles, Finance Manager Kathi Jackson, Accounting Assistant John Schroder, Operations Manager Mike Lopez. Guests present was Tyler Hopkins from Bohannon Huston.
- II. **Pledge of Allegiance:** The pledge of allegiance was led by Board Member Juan Perez
- III. **Motion to approve Agenda:** Mr. Lopez requested a correction be made on the agenda the Board meeting met on June 25th not the 26th. Mr. Franco made the motion to approve the agenda with the requested change. Mr. Perez seconded the motion, the motion passed with all in favor.
- IV. **Approval of Minutes: Motion to approve the minutes for Regular Board Meeting on June 25, 2024:** Mr. Perez made the motion to approve the minutes for board meeting on June 25th, 2024. Mr. Franco seconded the motion, 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. Mr. Lopez said the Solar Farm company took some soil samples last month. We have not yet received the results from the samples. The annual Farm rent for this property was received. If this project begins within the time frame of the rental agreement the rent will be prorated and a refund issued. 401k contributions were made in June. We received permission from NMED GWB to close the Mesquite Wetlands (wastewater treatment facility). Monitoring wells will be plugged and a written report will be provided. Mr. Lopez would like to request a moratorium at our next board meeting. To update Criteria for Development; the Ready, Willing and Able letter to address concerns with the up-coming New Subdivisions.
 - B. **Operations:** Mr. Mike Lopez provided a written report and stood for questions. The well drillers have finished installing the pump and motor on well #2 in East Mesa. It is back on line but only

pumping 55gpm instead of the 100gpm we were hoping for. Well #6 in Mesquite is also back online as well. The well drillers installed a new pump and motor. We produced 62.77 million gallons in June 2024.

- C. **Finance:** Ms. Jackson provided a written report and stood for questions. For the month of June our revenue was \$574,283.64 and our expenses were \$452,958.81. We are waiting for the Well bills to coming in so the surplus will be used to pay those costs. We budgeted 4.8 million in revenues and ended the year with 5.7 million in income. We budgeted 4.8 million in expenses for the year and ended up with 4.9 million in expenses. We have provided the information for the budget adjustments that had to be made.
- D. **Projects:** Ms. Nichols provided a written report and stood for questions. The Mesquite-Brazito Sewer Project is ahead of schedule and is nearing completion all that is needed is the installation of the grinder stations. South Valley Water Supply & Treatment Project, NMED-DWB has issued a certificate of project completion. We had delays because of RD regarding the remaining funds. They gave us a deadline that could not be met. But we will be using the remaining funds for a PRV needed to connect the Berino SCADA to the Desert Sands tanks. This project should be closed out in the next few months. Central Office Building Project not much to report there. Valle del Rio Water System Project the last work is being done and is almost complete. High Valley Water System Project is almost complete once the generator and booster skid can be moved from Valle del Rio the project will be complete. Water Asset Management Plans have been approved and resolutions adopting the plans and a reserve policy have been adopted. Closing documents will be on the August agenda.

VIII. **Unfinished Business:** none

IX. **New Business**

- A. **Motion to adopt Resolution #FY2025-01 Adopting Budget Adjustments for FY2024:** Mr. Franco made the motion to adopt Resolution #FY2025-01 adopting budget adjustments. Mr. Perez seconded the motion, the motion passed with all in favor. Ms. Jackson indicated that these are the adjustments needed and presented on her financial report.
- B. **Motion to adopt Resolution #FY2025-02 Approving 4th Qtr. Budget for FY2024:** Mr. Perez made the motion to adopt Resolution #FY2025-02 approving 4th qtr. budget for 2024. Mr. Franco seconded the motion, the motion passed with all in favor. Ms. Jackson provided the information for this resolution on her financial report.
- C. **Motion to adopt Resolution #FY2025-03 Approving FY2025 Final Budget:** Mr. Perez made the motion to adopt Resolution #FY2025-03 approving FY2025 final budget. Mr. Franco seconded the motion, the motion passed with all in favor. Ms. Jackson said the final budget is identical to the interim budget that the board approved in May 2024, there were no changes needed.
- D. **Motion to adopt Resolution# FY2025-04 Approving Participation in SCCOG for FY2024-2025:** Mr. Franco made the motion to adopt Resolution #FY2025-04 approving participation in SCCOG for FY2024-2025. Mr. Perez seconded the motion, the motion passed with 2 in favor and Ms. Juarez abstaining from voting.

E. Motion to Authorize General Manager to approve staff development training/travel: Mr. Franco made the motion to authorize General Manager to approve staff development training/travel. Mr. Perez seconded the motion, the motion passed with all in favor. Mr. Lopez said this gives him authorization to approve training/travel for the year.

F. Motion to Authorize travel and attendance for Board & Staff for conferences & Legislature: Mr. Franco made the motion to authorize travel and attendance for Board & Staff for conferences and Legislature. Mr. Perez seconded the motion, the motion passed with all in favor. Mr. Lopez said this will give him authorization to provide per diem for travel and conference attendance.

X. Other discussion and agenda items for next meeting at 9:00 a.m. Wednesday, August 21 , 2024 at our La Mesa Office and via Zoom.

- A. Have any Board Members participated in training? If so, please give us a copy of your certificate:** Some board members attended the Open Meetings Act & Inspection of Public Records.
- B. New Mexico Infrastructure Conference will be on October 28-30 in Albuquerque need to find out who will be attending. Mrs. Juarez said she will be attending; the rest will let us know if they will be attending.**

XI. Motion to Adjourn: Mr. Franco made the motion to adjourn the board meeting at 9:46 a.m.

These minutes will be presented to the board for approval on the 21st Day of August, 2024 at a regular meeting of the Board of Directors:

SEAL:

Esperanza Holguin, Board Chair

Attest:

Glory Juarez, Secretary

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

Minutes —SPECIAL BOARD OF DIRECTORS MEETING

1:00 p.m., Monday August 5, 2024 online - Zoom

Join Zoom Meeting: <https://us02web.zoom.us/j/86062603735?pwd=7rB5tZo9iLr0ycx6aun2A2P8tSaRfV.1>

Meeting ID: 860 6260 3735 Passcode: 428795 Phone: 253 205 0468

Contact us at 575-233-5742 or board@LRGauthority.org for information, assistance, online meeting link, 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 LRGPWVA Office or at www.LRGauthority.org/noticesavisos.html

- I. **Call to Order, Roll Call to Establish Quorum:** Chair Mrs. Holguin called the special meeting to order and established quorum at 1:00 p.m. District #1 is Vacant, **Mr. Franco** representing District #2 was absent, **Mr. Cadena** representing District #3 was present via zoom, **Mrs. Holguin** representing District #4 was present via zoom, **Mr. Perez** representing District # 5 was present via zoom, **Mrs. Juarez** representing District #6 was present via zoom, District #7 is Vacant. Staff members present via zoom were General Manager Martin Lopez, Projects Manager Karen Nichols, Projects Specialist Patricia Charles, Finance Manager Kathi Jackson and Accounting Assistant John Schroder.
- II. **Motion to approve the Agenda:** Mr. Cadena made the motion to approve the agenda, Mr. Perez seconded the motion, the motion passed with all in favor.
- III. **New Business:**
 - A. **Motion to approve Resolution FY2025-07 Adopting Amendments to the FY2024 4th Quarter Report, FY2024 Budget, and FY2025 Budget:** Mrs. Juarez made the motion to approve Resolution FY2025-07. Mr. Perez seconded the motion, the motion passed with all in favor. Ms. Jackson explained that the adjustments were needed to correct posting errors from 2018-2024 that caused LRGPWVA's cash balance to be over stated in the LGBMS (Local Government Budget Management System).
- IV. **Motion to Adjourn:** Mr. Cadena made the motion to adjourn the special board meeting at 1:11 p.m.

These minutes will be presented to the board for approval on the 21st Day of August, 2024 at a regular meeting of the Board of Directors:

SEAL:

Esperanza Holguin, Board Chair

Attest:

Glory Juarez, Secretary

LRGPWWA
Manager's Report
August 21, 2024

- We have purchased a backhoe as part of a 2024 legislative grant for heavy equipment
- Providing a self-addressed return envelope (does not include postage) will cost 3.5 cents for ≈\$175 per month.
 - Just as an FYI, we get back around 200 bills (unopened) every month-staff would pull envelope and provide to vendor to reuse
 - Bills paid by mail is ≈800
- Discovered another BLM Rights of Way permit from Desert Sands that will need to be transferred and renewed
- One employee was terminated
- Actively searching for new attorney/firm

**LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY
PROJECTS REPORT – 8/21/2024**

LRG-17-01 – Mesquite-Brazito Sewer Project 2 – Bohannon Huston, Inc./Smithco Construction – Construction Stage – USDA-RD LOC \$17,073,000 (\$6,189,000 Loan/\$8,030,000 Grant, \$2,854,000 additional grant) –Project meeting was held 8/1/24. Estimate of Funds #19 has been submitted. Project substantially complete pending the last couple of grinder stations getting electrical service.

LRG-11-05 – South Valley Water Supply & Treatment Project WTB #252 Planning USDA-RD Construction Funds– Bohannon Huston - Construction stage - \$1,174,00,000 RD Loan and \$4,629,000 Grant RD Funds: 16 draws have been submitted for RD funds. NMED-DWB has issued a certificate of project completion. RD had given us permission to use the additional funds for a PRV needed to connect the Berino SCADA to the Desert Sands tanks, and then suddenly denied it and indicated they would be reverting the funds. ULO Waiver Request for this and our request to purchase a vactor truck with remaining sewer project funds were approved. A Change Order to the Morrow contract for that work has been approved and issued.

LRG-17-02 – Central Office Building – Wilson & Co. - DW-4213 \$3,586,286.00 - SAP 21-F2723-STB \$1,200,000: The contractor has been subject to liquidated damages since 10/22/23 and has failed to complete the work in Vado Drive prior to the start of irrigation season, and NM DOT permit has still not been acquired. Interior work is ongoing in both buildings, there are some issues with the excessive heat damaging finishes. Appliances are installed, and there is an issue with the dishwashers being too tall to fit under the counters. 43 DW Requisitions have been submitted and 11 SAP Requests for Payment. 2021 \$1.2 million SAP is fully expended. 2022 SAP has funds obligated and 1 Request for Funds submitted for SCADA servicer. 2023 SAP funds are now obligated. Progress meetings are scheduled Monday afternoons monthly. Office furniture has been ordered through Beck TOI under the State Procurement Contract, public art from the 2023 SAP allocation has been selected, and some IT equipment has been ordered.

Forty-Year Water Plan – CE&M – complete – needs update for new mergers after Brazito combine & commingle: Currently only includes the initial five systems. BHI will be submitting a proposed Task Order. Tiffany Goolsby, SCCOG, will be assisting us in applying for CDBG planning funds to update the Water Master Plan to include Rincon and update and incorporate the 40-Year Water Plan and Water Conservation Plan into it. CDBG is not currently awarding planning funds, so this is now on hold.

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/Morrow Enterprises, Inc.: Funding deadline was extended to 5/1/24 and another extension has been approved to 12/31/24. The building for the new booster skid is complete except for a roll-up door that arrived damaged, Change Order for the booster building has been issued. Project should be complete in about a week.

Water Treatment – Move Deserts Sands Skid to VDR – Design & Construction - \$250,000 SAP 22-G2330-STB – SMA – Engineering Agreement was approved and NOO issued on 2/9/23. DR #5 has been submitted. Design work is underway. Application for additional funding has been submitted to NM WTB, received legislative authorization, and award letter was received for WPF-6292 in the amount of \$718,000, \$646,200 of which is grant. Request for permission for additional debt was submitted to USDA-RD on 6/20/24. They've changed their requirements AGAIN; it was resubmitted and is under review.

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, 5535-CIF \$67,487 Loan incl. Match/\$269,910

Grant, DW-5631 \$1,338,660 Loan/\$2,788,875 Grant – Ph I Construction, Ph II Design – First progress meeting was held 8/14/24. Contractor is starting to do potholing and staking.

LRG-18-01 Ph. II – High Valley Water System Improvements Ph. II & III Project – NMFA 4916-CIF \$630,384 Grant, \$111,244 Loan – Design & Construction – Souder, Miller & Assoc. – Once the generator and booster skid can be moved from Valle Del Rio, the project will be complete.

LRG-18-02 – Stern Drive Waterline Extension Project – Design/Build – SMA - \$150,000 SAP - \$2,352,800 WTB – SMA is putting together a bid package for the portion of Stern that was previously designed, the South Valley Line Extensions, and Hwy. 189-line extension combined in hopes of getting better pricing and more interest from contractors. The bid package will be split into multiple bid lots.

LRG-19-09 – S. Valley Service Area Line Extensions - SMA – See the Stern Drive Project for information.

LRG-23-01 – Water Asset Management Plan – BHI - PG-6037 – up to \$50k – Asset Management Plans have been approved and Resolutions adopting the Plans and a Reserve Policy have been adopted. Closing documents are on today's agenda.

LRG-23-02 – Wastewater Asset Management Plan – BHI - PG-6038 – up to \$50k – Asset Management Plans have been approved and Resolutions adopting the Plans and a Reserve Policy have been adopted. Closing documents are on today's agenda.

LRG-23-03 - Hwy 189 Line Extension Project – SAP 23-H2405-GF - \$250,000: Contract documents are approved and 3 funding draws have been submitted. NMED-DWB Certificate of Project Approval has been received, and NM DOT permit application is in process. In discussion with SMA, we've decided to bid this along with the South Valley Line Extension Project and a previously designed portion of Stern Dr.

LRG-24-01 – Rincon Water System Improvements – 6136-CIF - \$413,600: Engineering agreement was approved in June, design kick-off meeting with BHI was held 7/10/24. BHI did a site visit with Operations on 8/2/24. One Requisition has been submitted.

LRG-24-02 – Rincon Building Replacement – SAP 24-I2944-STB - \$500,000: Bond Questionnaire has been submitted and approved. BHI is preparing a Task Order under the On-Call contract.

LRG-24-03 – South Valley Regional Water Supply Project - \$325,000 EPA Congressionally Directed Spending: I have attended several online workshops and signed up on grants.gov. Although the funds have been allocated to us, I will need to complete and application online with US-EPA. RFP was approved by EPA and issued. Deadline is 9/2/24, RFP Committee will meet on the 10th and will have a recommendation for the board for the 9/18/24 meeting. We have met with BLM, and their requirements for this type of lease permit now seem to include a full EIS, so we shifting the well-site to state land and working with them for a new lease.

LRG-24-04 – Heavy Equipment Purchase – SAP 24-I292-STB - \$250,000: Backhoe has been purchased, and Operations is looking to purchase a hydro-excavator with remaining funds.

LRG-24-05 - High Valley Waterline Replacement Project – CIF-6428 - \$175,000 loan - \$700,000 Grant – SMA On-Call: Award letter has been issued. Request for additional debt was submitted to USDA-RD. They've changed their requirements AGAIN; it was resubmitted and is under review.

LRG-24-06 – Mesquite Lift Station Rehab Design Project – CIF-6429 - \$44,440 loan - \$359,563 Grant – BHI On-Call: Award letter has been issued. Request for additional debt was submitted to USDA-RD. They've changed their requirements AGAIN; it was resubmitted and is under review.

On-Call Engineering Services – We met with BHI on 9/14 and SMA on 9/15/24 to review current projects and Task Orders.

Other projects:

NM 2024 Legislature: Final report is available on the Directors Only page. Breakdown of our Capital Outlay awards by sponsor:

- \$100k - Heavy Equipment – Rep. Gallegos
- \$150k – Heavy Equipment – Sen. Cervantes
- \$200k – Rincon Office – Rep. Jaramillo
- \$300k – Rincon Office – Sen. Steinborn

Infrastructure Capital Improvements Plan 2026-2030: Has been submitted to NM DFA and updated to include new building to replace the damaged one in Rincon.

Reporting to Funding Agencies: Quarterly CIF Reports were submitted for the 4th Quarter; Capital Outlay reporting has reverted back to the old NM DFA site and is up to date.

Funding Applications: US-EPA application for Congressionally Directed Spending allocation is pending. Have attended their training, and had a phone conference with them on 7/15/24. Will begin work on the application once an engineering firm is selected.

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. Capital Outlay reporting is due by the end of the month.

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

Training – Nothing to report.

Collection & Lien Procedures - 319 first notifications, 309 certified letters have been sent and 134 liens have been filed to date. 56 liens have been released following payment in full of the account.

Water Audits – Data collection has been finalized for 2023 and completed the audits on 3/18/24.

Rate Study – Rate Schedule including FY2025 rate adjustments have been posted on our website.

NM Board of Licensure for PEs & Surveyors – I attended the Professional Engineering Committee meeting on 8/8 and Full Board meeting on 8/9/24.

Lower Rio Grande PWWA

Operators Report

August 21, 2024

For the month of July, we were issued 245 work and service orders.

- For the Month of June, we were issued ??? work and service orders.
- In July our operators installed 6 new water service connections in the South Valley Area.
- We had 3 service line and two main line breaks in the South Valley Area.
- I created 6 new water estimates (service and work orders)
- We had no new service installs, one service line break, and no main line breaks and someone ran over a 2" meter in Rincon.
- We had no new service installs, but one service line break, and one large main line break in the East Mesa, which we lost a lot of water.
- Our Operators have been rodding the force main between Brazito and Mesquite.
- NO service or main line leaks in Talavera.
- Wells #2 at the East Mesa and well #6 in Mesquite are running well.

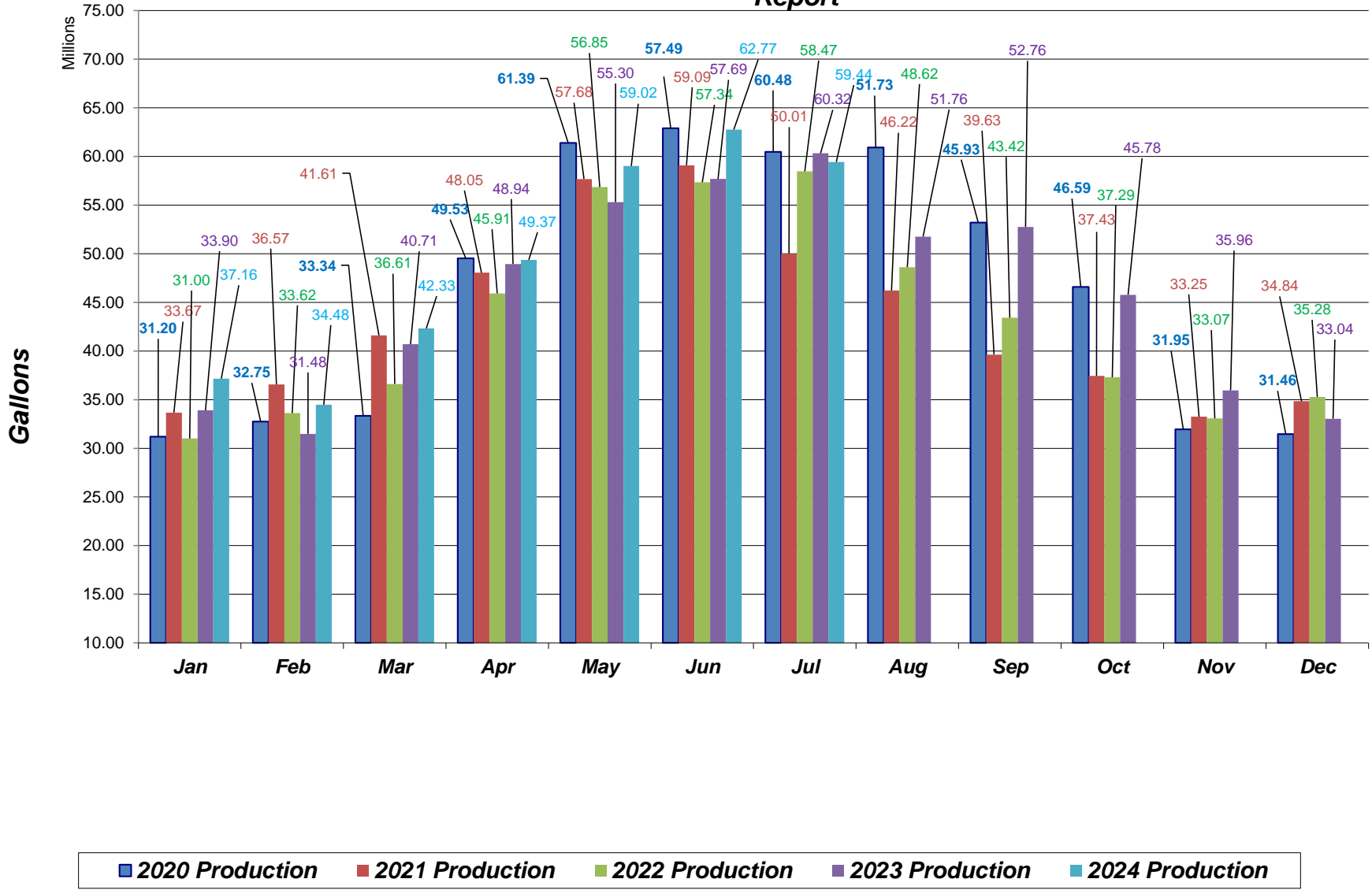
NMED: All of our Monthly Bac-T-Samples were taken for the month of July and all samples were negative.

Mesquite and Organ Sewer Reports. The Organ Pond Wastewater report has been sent out in July. The Organ facility is due twice a year. The Mesquite wetlands has been cleared for Decommission by NMED.

Chlorine: No problems with the quality of our gas Chlorine or sodium Hypochlorite.

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

Lower Rio Grande PWWA Water Production Report





Income Statement

Lower Rio Grande Public Water Works Authority

Group Summary

For Fiscal: FYE 2025 Period Ending: 07/31/2024

Combined Funds

AcctNumber	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Revenue				
40000 - Operating Revenue	4,386,875.00	444,949.35	444,949.35	3,941,925.65
40002 - Installation Fees	105,000.00	6,918.22	6,918.22	98,081.78
40003 - Activation & Connection Fees-Water	22,500.00	3,790.71	3,790.71	18,709.29
40005 - Backflow Testing	7,500.00	875.00	875.00	6,625.00
40006 - Tampering Fee/Line Breaks	5,000.00	900.25	900.25	4,099.75
40007 - Delinquency Fee	75,000.00	7,400.00	7,400.00	67,600.00
40008 - Penalties-Water	95,000.00	13,836.87	13,836.87	81,163.13
40009 - Membership Fees	5,000.00	1,000.00	1,000.00	4,000.00
40010 - Impact Fees	50,000.00	3,252.58	3,252.58	46,747.42
40011 - Returned Check Fees	525.00	35.00	35.00	490.00
40012 - Credit Card Fees	17,000.00	-2,709.50	-2,709.50	19,709.50
40013 - Miscellaneous Revenue	250.00	15.00	15.00	235.00
40015 - Penalties-Sewer	26,500.00	3,172.01	3,172.01	23,327.99
40016 - Meter Test Fee	0.00	-6,523.13	-6,523.13	6,523.13
40017 - Hydrant Meter Rental Fee	3,500.00	500.00	500.00	3,000.00
40018 - Permit Fees	500.00	200.00	200.00	300.00
40019 - DAC Trash Coupons	600.00	58.00	58.00	542.00
40020 - Miscellaneous Revenue-Sewer	800.00	74.41	74.41	725.59
40025 - DAC Sewer Revenue	20,000.00	2,831.67	2,831.67	17,168.33
45000 - Tower Rent	5,500.00	500.00	500.00	5,000.00
45005 - Fiscal Agent Fees	55,000.00	5,263.15	5,263.15	49,736.85
45010 - Interest	500.00	42.92	42.92	457.08
45015 - Copy/Fax	100.00	5.00	5.00	95.00
45020 - Other Income	60,000.00	7,050.87	7,050.87	52,949.13
45025 - Contract Services	0.00	3,842.23	3,842.23	-3,842.23
45030 - Transfers In	0.00	0.00	0.00	0.00
49000 - Recovered Bad Debts	1,000.00	200.00	200.00	800.00
Revenue Total:	4,943,650.00	497,480.61	497,480.61	4,446,169.39
Expense				
60001 - Transfers to Reserves	0.00	10,000.00	10,000.00	-10,000.00
60005 - Accounting Fees	500.00	31.95	31.95	468.05
60010 - Audit	14,000.00	0.00	0.00	14,000.00
60020 - Bank Service Charges	40,000.00	10.00	10.00	39,990.00
60025 - Cash Short/Over	500.00	-74.47	-74.47	574.47
60026 - Computer Hardware	25,000.00	0.00	0.00	25,000.00
60030 - Dues and Subscriptions	3,250.00	550.00	550.00	2,700.00

60035 - Engineering Fees	60,000.00	11,904.59	11,904.59	48,095.41
60045 - Late Fees	500.00	0.00	0.00	500.00
60050 - Legal Fees	10,000.00	1,112.84	1,112.84	8,887.16
60055 - Legal Notices	500.00	0.00	0.00	500.00
60060 - Licenses & Fees	13,500.00	325.00	325.00	13,175.00
60065 - Meals	1,000.00	0.00	0.00	1,000.00
60075 - Permit Fees	1,000.00	0.00	0.00	1,000.00
60080 - Postage	3,250.00	0.00	0.00	3,250.00
60120 - Retirement Account Fees	30,000.00	13,102.46	13,102.46	16,897.54
60125 - Easements & Leases	10,000.00	0.00	0.00	10,000.00
60130 - Training	5,000.00	120.77	120.77	4,879.23
60140 - Travel:Airfare Per Diem	3,000.00	0.00	0.00	3,000.00
60150 - Travel:Lodging Per Diem	14,500.00	0.00	0.00	14,500.00
60155 - Travel:Meals Per Diem	2,000.00	0.00	0.00	2,000.00
60160 - Travel:Mileage/Parking Per Diem	2,000.00	0.00	0.00	2,000.00
60165 - Travel:Vehicle Rental Per Diem	1,500.00	0.00	0.00	1,500.00
60600 - Debit Service	429,763.00	18,427.71	18,427.71	411,335.29
60625 - Interest paid to NMED	75,057.00	0.00	0.00	75,057.00
60650 - Interest paid to NMFA	0.00	4,294.81	4,294.81	-4,294.81
60675 - Interest paid to USDA	235,739.00	26,077.62	26,077.62	209,661.38
63000 - Regular Pay	1,450,000.00	93,872.42	93,872.42	1,356,127.58
63001 - Overtime	45,000.00	5,648.26	5,648.26	39,351.74
63006 - Holiday Pay	80,000.00	5,994.76	5,994.76	74,005.24
63007 - Sick Pay	75,000.00	9,690.74	9,690.74	65,309.26
63008 - Annual Leave Pay	100,000.00	9,043.19	9,043.19	90,956.81
63040 - Administrative Labor	25,000.00	0.00	0.00	25,000.00
63070 - Employee Benefits-401K Contrib	232,000.00	3,627.96	3,627.96	228,372.04
63100 - Insurance-Dental	13,000.00	1,219.02	1,219.02	11,780.98
63110 - Insurance-Health	360,000.00	20,471.19	20,471.19	339,528.81
63115 - Salaries: Insurance - Work Comp	30,000.00	3,048.50	3,048.50	26,951.50
63125 - Insurance: Life & Disability	25,000.00	2,230.68	2,230.68	22,769.32
63130 - Mileage	1,500.00	0.00	0.00	1,500.00
63135 - Drug Testing	1,000.00	45.00	45.00	955.00
63160 - Payroll Taxes-Medicare	23,000.00	1,801.58	1,801.58	21,198.42
63170 - Payroll Taxes-Social Security	101,500.00	7,703.41	7,703.41	93,796.59
63180 - Payroll Taxes-State Unemployment	10,000.00	0.00	0.00	10,000.00
63195 - Taxes, Liability, Insurance: Cobra Fee	1,000.00	75.00	75.00	925.00
63200 - Vision Insurance	4,500.00	330.34	330.34	4,169.66
64100 - Sewer:DAC Waste Water Flow Charge	24,591.00	0.00	0.00	24,591.00
64200 - Sewer:Electricity-Sewer	15,000.00	2,270.36	2,270.36	12,729.64
64300 - Sewer:Lab & Chemicals-Sewer	0.00	1,314.68	1,314.68	-1,314.68
64501 - Pre Paid Tank Site Lease	2,000.00	0.00	0.00	2,000.00
65010 - Automobile Repairs & Maint.	75,000.00	15,089.90	15,089.90	59,910.10
65230 - Computer Maintenance	150,000.00	4,510.14	4,510.14	145,489.86
65240 - Equipment Rental	5,000.00	0.00	0.00	5,000.00
65250 - Fuel	100,000.00	9,173.56	9,173.56	90,826.44
65255 - GPS Insights Charges	7,500.00	746.11	746.11	6,753.89

65260 - Kitchen & Cleaning Supplies	1,000.00	0.00	0.00	1,000.00
65270 - Lab Chemicals-Water	5,500.00	0.00	0.00	5,500.00
65275 - SCADA Maintenance Fee	5,000.00	47.93	47.93	4,952.07
65276 - Test Equipment Calibration	3,000.00	0.00	0.00	3,000.00
65277 - Generator Maintenance Contract	10,000.00	0.00	0.00	10,000.00
65278 - Meter Testing/Repair/Replacement	10,000.00	0.00	0.00	10,000.00
65280 - Lab Chemicals-Water:Chemicals	50,000.00	4,636.50	4,636.50	45,363.50
65300 - Locates	4,000.00	0.00	0.00	4,000.00
65310 - Maint. & Repairs-Infrastructure	50,000.00	78,315.39	78,315.39	-28,315.39
65320 - Maint. & Repairs-Office	37,500.00	2,737.05	2,737.05	34,762.95
65330 - Maintenance & Repairs-Other	110,000.00	10,947.30	10,947.30	99,052.70
65340 - Materials & Supplies	100,000.00	11,241.32	11,241.32	88,758.68
65345 - Non Inventory-Consumables	52,000.00	5,611.14	5,611.14	46,388.86
65350 - Office Supplies	17,500.00	673.59	673.59	16,826.41
65360 - Printing and Copying	65,000.00	5,753.34	5,753.34	59,246.66
65370 - Tool Furniture	15,000.00	0.00	0.00	15,000.00
65390 - Uniforms-Employee	25,000.00	1,682.28	1,682.28	23,317.72
65490 - Cell Phone	30,000.00	3,845.03	3,845.03	26,154.97
65500 - Electricity-Lighting	6,500.00	490.67	490.67	6,009.33
65510 - Electricity-Offices	15,000.00	1,616.45	1,616.45	13,383.55
65520 - Electricity-Wells	210,000.00	17,835.28	17,835.28	192,164.72
65530 - Garbage Service	3,500.00	338.30	338.30	3,161.70
65540 - Natural Gas	3,500.00	239.63	239.63	3,260.37
65550 - Security/Alarm	5,000.00	1,037.40	1,037.40	3,962.60
65560 - Telephone	10,000.00	1,838.23	1,838.23	8,161.77
65561 - Telstar Maintenance Contract	8,000.00	0.00	0.00	8,000.00
65570 - Wastewater	3,500.00	245.44	245.44	3,254.56
66200 - Insurance-General Liability	125,000.00	24,972.00	24,972.00	100,028.00
66700 - Water Conservation Fee	25,000.00	1,882.95	1,882.95	23,117.05
Expense Total:	4,943,650.00	459,777.30	459,777.30	4,483,872.70
Total Surplus (Deficit):	0.00	37,703.31	37,703.31	-37,703.31



Income Statement

Lower Rio Grande Public Water Works Authority

Group Summary

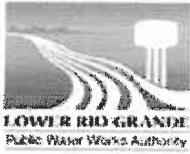
For Fiscal: FYE 2025 Period Ending: 07/31/2024

Water Funds Only

AcctNumber	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Revenue				
40000 - Operating Revenue	4,085,675.00	403,703.37	403,703.37	3,681,971.63
40002 - Installation Fees	80,000.00	17,446.57	17,446.57	62,553.43
40003 - Activation & Connection Fees-Water	22,500.00	3,790.71	3,790.71	18,709.29
40005 - Backflow Testing	7,500.00	875.00	875.00	6,625.00
40006 - Tampering Fee/Line Breaks	5,000.00	900.25	900.25	4,099.75
40007 - Delinquency Fee	75,000.00	7,400.00	7,400.00	67,600.00
40008 - Penalties-Water	95,000.00	13,836.87	13,836.87	81,163.13
40009 - Membership Fees	5,000.00	1,000.00	1,000.00	4,000.00
40010 - Impact Fees	50,000.00	3,252.58	3,252.58	46,747.42
40011 - Returned Check Fees	525.00	35.00	35.00	490.00
40012 - Credit Card Fees	17,000.00	-2,709.50	-2,709.50	19,709.50
40013 - Miscellaneous Revenue	250.00	15.00	15.00	235.00
40015 - Penalties-Sewer	1,500.00	140.00	140.00	1,360.00
40016 - Meter Test Fee	0.00	-6,523.13	-6,523.13	6,523.13
40017 - Hydrant Meter Rental Fee	3,500.00	500.00	500.00	3,000.00
40018 - Permit Fees	500.00	200.00	200.00	300.00
40019 - DAC Trash Coupons	600.00	58.00	58.00	542.00
45000 - Tower Rent	5,500.00	500.00	500.00	5,000.00
45005 - Fiscal Agent Fees	55,000.00	5,263.15	5,263.15	49,736.85
45010 - Interest	500.00	42.92	42.92	457.08
45015 - Copy/Fax	100.00	5.00	5.00	95.00
45020 - Other Income	60,000.00	7,050.87	7,050.87	52,949.13
45025 - Contract Services	0.00	3,842.23	3,842.23	-3,842.23
45030 - Transfers In	0.00	0.00	0.00	0.00
49000 - Recovered Bad Debts	1,000.00	200.00	200.00	800.00
Revenue Total:	4,571,650.00	460,824.89	460,824.89	4,110,825.11
Expense				
60001 - Transfers to Reserves	0.00	10,000.00	10,000.00	-10,000.00
60005 - Accounting Fees	500.00	31.95	31.95	468.05
60010 - Audit	14,000.00	0.00	0.00	14,000.00
60020 - Bank Service Charges	40,000.00	10.00	10.00	39,990.00
60025 - Cash Short/Over	500.00	-74.47	-74.47	574.47
60026 - Computer Hardware	25,000.00	0.00	0.00	25,000.00
60030 - Dues and Subscriptions	3,250.00	550.00	550.00	2,700.00
60035 - Engineering Fees	60,000.00	11,904.59	11,904.59	48,095.41
60045 - Late Fees	500.00	0.00	0.00	500.00

60050 - Legal Fees	10,000.00	1,112.84	1,112.84	8,887.16
60055 - Legal Notices	500.00	0.00	0.00	500.00
60060 - Licenses & Fees	13,500.00	325.00	325.00	13,175.00
60065 - Meals	1,000.00	0.00	0.00	1,000.00
60075 - Permit Fees	1,000.00	0.00	0.00	1,000.00
60080 - Postage	3,250.00	0.00	0.00	3,250.00
60120 - Retirement Account Fees	30,000.00	13,102.46	13,102.46	16,897.54
60125 - Easements & Leases	10,000.00	0.00	0.00	10,000.00
60130 - Training	5,000.00	120.77	120.77	4,879.23
60140 - Travel:Airfare Per Diem	3,000.00	0.00	0.00	3,000.00
60150 - Travel:Lodging Per Diem	14,500.00	0.00	0.00	14,500.00
60155 - Travel:Meals Per Diem	2,000.00	0.00	0.00	2,000.00
60160 - Travel:Mileage/Parking Per Diem	2,000.00	0.00	0.00	2,000.00
60165 - Travel:Vehicle Rental Per Diem	1,500.00	0.00	0.00	1,500.00
60600 - Debit Service	210,442.00	9,317.77	9,317.77	201,124.23
60625 - Interest paid to NMED	75,057.00	0.00	0.00	75,057.00
60650 - Interest paid to NMFA	0.00	4,294.81	4,294.81	-4,294.81
60675 - Interest paid to USDA	122,651.00	9,967.56	9,967.56	112,683.44
63000 - Regular Pay	1,450,000.00	93,872.42	93,872.42	1,356,127.58
63001 - Overtime	45,000.00	5,648.26	5,648.26	39,351.74
63006 - Holiday Pay	80,000.00	5,994.76	5,994.76	74,005.24
63007 - Sick Pay	75,000.00	9,690.74	9,690.74	65,309.26
63008 - Annual Leave Pay	100,000.00	9,043.19	9,043.19	90,956.81
63040 - Administrative Labor	25,000.00	0.00	0.00	25,000.00
63070 - Employee Benefits-401K Contrib	232,000.00	3,627.96	3,627.96	228,372.04
63100 - Insurance-Dental	13,000.00	1,219.02	1,219.02	11,780.98
63110 - Insurance-Health	360,000.00	20,471.19	20,471.19	339,528.81
63115 - Salaries: Insurance - Work Comp	30,000.00	3,048.50	3,048.50	26,951.50
63125 - Insurance: Life & Disability	25,000.00	2,230.68	2,230.68	22,769.32
63130 - Mileage	1,500.00	0.00	0.00	1,500.00
63135 - Drug Testing	1,000.00	45.00	45.00	955.00
63160 - Payroll Taxes-Medicare	23,000.00	1,801.58	1,801.58	21,198.42
63170 - Payroll Taxes-Social Security	101,500.00	7,703.41	7,703.41	93,796.59
63180 - Payroll Taxes-State Unemployment	10,000.00	0.00	0.00	10,000.00
63195 - Taxes, Liability, Insurance: Cobra Fee	1,000.00	75.00	75.00	925.00
63200 - Vision Insurance	4,500.00	330.34	330.34	4,169.66
64501 - Pre Paid Tank Site Lease	2,000.00	0.00	0.00	2,000.00
65010 - Automobile Repairs & Maint.	75,000.00	15,089.90	15,089.90	59,910.10
65230 - Computer Maintenance	150,000.00	4,510.14	4,510.14	145,489.86
65240 - Equipment Rental	5,000.00	0.00	0.00	5,000.00
65250 - Fuel	100,000.00	9,173.56	9,173.56	90,826.44
65255 - GPS Insights Charges	7,500.00	746.11	746.11	6,753.89
65260 - Kitchen & Cleaning Supplies	1,000.00	0.00	0.00	1,000.00
65270 - Lab Chemicals-Water	5,500.00	0.00	0.00	5,500.00
65275 - SCADA Maintenance Fee	5,000.00	47.93	47.93	4,952.07
65276 - Test Equipment Calibration	3,000.00	0.00	0.00	3,000.00
65277 - Generator Maintenance Contract	10,000.00	0.00	0.00	10,000.00

65278 - Meter Testing/Repair/Replacement	10,000.00	0.00	0.00	10,000.00
65280 - Lab Chemicals-Water:Chemicals	50,000.00	4,636.50	4,636.50	45,363.50
65300 - Locates	4,000.00	0.00	0.00	4,000.00
65310 - Maint. & Repairs-Infrastructure	50,000.00	75,999.01	75,999.01	-25,999.01
65320 - Maint. & Repairs-Office	37,500.00	2,737.05	2,737.05	34,762.95
65330 - Maintenance & Repairs-Other	110,000.00	10,947.30	10,947.30	99,052.70
65340 - Materials & Supplies	100,000.00	11,241.32	11,241.32	88,758.68
65345 - Non Inventory-Consumables	52,000.00	5,611.14	5,611.14	46,388.86
65350 - Office Supplies	17,500.00	673.59	673.59	16,826.41
65360 - Printing and Copying	65,000.00	5,753.34	5,753.34	59,246.66
65370 - Tool Furniture	15,000.00	0.00	0.00	15,000.00
65390 - Uniforms-Employee	25,000.00	1,682.28	1,682.28	23,317.72
65490 - Cell Phone	30,000.00	3,845.03	3,845.03	26,154.97
65500 - Electricity-Lighting	6,500.00	490.67	490.67	6,009.33
65510 - Electricity-Offices	15,000.00	1,616.45	1,616.45	13,383.55
65520 - Electricity-Wells	210,000.00	17,835.28	17,835.28	192,164.72
65530 - Garbage Service	3,500.00	338.30	338.30	3,161.70
65540 - Natural Gas	3,500.00	239.63	239.63	3,260.37
65550 - Security/Alarm	5,000.00	1,037.40	1,037.40	3,962.60
65560 - Telephone	10,000.00	1,838.23	1,838.23	8,161.77
65561 - Telstar Maintenance Contract	8,000.00	0.00	0.00	8,000.00
65570 - Wastewater	3,500.00	245.44	245.44	3,254.56
66200 - Insurance-General Liability	125,000.00	24,972.00	24,972.00	100,028.00
66700 - Water Conservation Fee	25,000.00	1,882.95	1,882.95	23,117.05
Expense Total:	4,571,650.00	428,655.88	428,655.88	4,142,994.12
Total Surplus (Deficit):	0.00	32,169.01	32,169.01	-32,169.01



Income Statement

Lower Rio Grande Public Water Works Authority

Group Summary

For Fiscal: FYE 2025 Period Ending: 07/31/2024

Sewer Funds Only

AcctNumber	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Revenue				
40000 - Operating Revenue	301,200.00	41,245.98	41,245.98	259,954.02
40002 - Installation Fees	25,000.00	-10,528.35	-10,528.35	35,528.35
40015 - Penalties-Sewer	25,000.00	3,032.01	3,032.01	21,967.99
40020 - Miscellaneous Revenue-Sewer	800.00	74.41	74.41	725.59
40025 - DAC Sewer Revenue	20,000.00	2,831.67	2,831.67	17,168.33
Revenue Total:	372,000.00	36,655.72	36,655.72	335,344.28
Expense				
60600 - Debit Service	219,321.00	9,109.94	9,109.94	210,211.06
60675 - Interest paid to USDA	113,088.00	16,110.06	16,110.06	96,977.94
64100 - Sewer:DAC Waste Water Flow Charge	24,591.00	0.00	0.00	24,591.00
64200 - Sewer:Electricity-Sewer	15,000.00	2,270.36	2,270.36	12,729.64
64300 - Sewer:Lab & Chemicals-Sewer	0.00	1,314.68	1,314.68	-1,314.68
65310 - Maint. & Repairs-Infrastructure	0.00	2,316.38	2,316.38	-2,316.38
Expense Total:	372,000.00	31,121.42	31,121.42	340,878.58
Total Surplus (Deficit):	0.00	5,534.30	5,534.30	-5,534.30

**RECORD OF PROCEEDINGS RELATING TO THE ADOPTION OF
RESOLUTION NO. FY2025-05
OF THE BOARD OF DIRECTORS
LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY
AUGUST 21, 2024**

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

The Board of Directors (the "Governing Body") of Lower Rio Grande Public Water Works Authority, Dona Ana County, New Mexico (the "Grantee") met in a regular session in full conformity with the law and the rules and regulations of the Governing Body at 521 St. Valentine, La Mesa, New Mexico, being the meeting place of the Governing Body for the meeting held on August 21, 2024 at the hour of 9:00 a.m. Upon roll call, the following members and officers were found to be present:

Present: _____

Absent: _____

Also Present: _____

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

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

RESOLUTION NO. FY2025-05

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOCAL GOVERNMENT PLANNING GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), AND LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY, DONA ANA COUNTY, NEW MEXICO (THE "GRANTEE"), IN THE AMOUNT OF \$50,000 EVIDENCING AN OBLIGATION OF THE GRANTEE TO UTILIZE THE GRANT AMOUNT AND THE LOCAL MATCH AMOUNT, IF APPLICABLE, SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF ASSET MANAGEMENT PLAN, AND SOLELY IN THE MANNER DESCRIBED IN THE GRANT AGREEMENT; CERTIFYING THAT THE GRANT AMOUNT, TOGETHER WITH THE LOCAL MATCH, IF APPLICABLE, AND OTHER FUNDS AVAILABLE TO THE GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE GRANT AGREEMENT; COMMITTING TO ADOPTING THE ASSET MANAGEMENT PLAN; COMMITTING TO ADOPT A RESERVE POLICY IDENTIFYING AN ALLOCATION OF RESERVES TO FUND THE ASSET MANAGEMENT PLAN; COMMITTING TO ESTABLISHING A RATE SCHEDULE ADEQUATE TO FUND THE RESERVE; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTION IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE GRANT AGREEMENT.

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

WHEREAS, the Grantee is a legally and regularly created, established, organized and existing non profit mutual domestic water consumers association, in good standing under the general laws of the State of New Mexico, as amended;

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

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

WHEREAS, the Governing Body has determined that it may lawfully enter into the Grant

Agreement, accept the Grant Amount and be bound to the obligations and by the restrictions thereunder; and

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

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

WHEREAS, the Grantee upon completion of the asset management plan shall provide the Finance Authority with a resolution that (i) adopts the completed asset management plan; (ii) includes a summary sheet showing the prioritized assets and cost associated with improving those assets; (iii) adopts a reserve policy that specifically identifies the allocation of the reserves to fund the asset management plan with an annual target; and (iv) establish a rate schedule sufficient to fund the reserve; and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY, DONA ANA COUNTY, NEW MEXICO:

Section 1. Definitions. All terms used herein have the same definition as contained in the draft Grant Agreement, dated August 30, 2024.

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

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

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

A. The Project is needed to define the conditions, service life, capital cost, and replacement values, combined with a GIS system identification map that will enable the LRGPWWA to monitor and manage its infrastructure accordingly for its water system

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

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

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

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

F. The Local Match is legally available to be applied to the Project.

Section 5. Grant Agreement—Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of either a majority of a quorum of the Governing Body or of all members. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the members served by the Grantee and by the other qualifying entities involved in the Project, if any, and performing the Project, it is hereby declared necessary that the Grantee execute and deliver the Grant Agreement evidencing the Grantee's acceptance of the Grant Amount of \$50,000 and the availability of the Local Match, if applicable, or other funds to be utilized solely for the Project and solely in the manner and according to the restrictions set forth in the Grant Agreement, the execution and delivery of which are hereby authorized. The Grantee shall use the proceeds of the Grant and the Local Match, if applicable, to finance the performance of the Project. The Project will be owned by the Grantee and will be utilized by the Grantee as set forth in the Grant Agreement.

B. Detail. The Grant Agreement shall be in substantially the form of the Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of \$50,000.

Section 6. Approval of Grant Agreement. The form of the Grant Agreement as presented at the meeting of the Governing Body at which this Resolution was adopted is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Grant Agreement with such changes, insertions, and deletions as may be approved by

such individual Authorized Officers, and the Secretary is hereby authorized to affix the seal of the Grantee on the Grant Agreement and attest the same. The execution of the Grant Agreement shall be conclusive evidence of such approval.

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

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

B. Completion of Acquisition of the Project. The Grantee shall proceed to acquire and complete the Project in accordance with Section 2.1(f) of the Grant Agreement with all due diligence. Upon the Completion Date, the Grantee shall execute a certificate substantially in the form attached as Exhibit “C” to the Grant Agreement stating that acquisition of and payment for the Project have been completed. As soon as practicable and, in any event, not more than sixty (60) days after the Completion Date, any balance remaining in the Grant Account shall be transferred and returned to the Local Government Planning Grant Fund.

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

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

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

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

Section 11. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or

unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

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

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

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

PASSED, APPROVED AND ADOPTED THIS AUGUST 21, 2024.

LOWER RIO GRANDE PUBLIC WATER
WORKS AUTHORITY

By _____
Esperanza Holguin, Chair

ATTEST:

Glory Juarez, Secretary

[Remainder of page intentionally left blank.]

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

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

Those Voting Aye: _____

Those Voting Nay: _____

Those Absent: _____

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

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

[Signature page follows.]

LOWER RIO GRANDE PUBLIC WATER
WORKS AUTHORITY, Dona Ana County, New
Mexico

By _____
Esperanza Holguin, Chair

By _____
Glory Juarez, Secretary

(SEAL)

[Remainder of page intentionally left blank.]

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

I, Glory Juarez, Secretary, the duly qualified and acting record-keeping officer of the Lower Rio Grande Public Water Works Authority, Dona Ana County, New Mexico (the “Grantee”), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the Board of Directors of the Lower Rio Grande Public Water Works Authority, New Mexico, constituting the Governing Body of the Grantee, had and taken at a duly called regular meeting held at 521 St. Valentine, La Mesa, New Mexico, on August 21, 2024 at the hour of 9:00 a.m., insofar as the same relate to the adoption of Resolution No. FY2025-05 and the execution and delivery of the proposed Grant Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in the offices of the Grantee. None of the action taken in the said proceedings has been rescinded, repealed or modified.

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

3. Notice of said meeting was given in compliance with the permitted methods of giving notice of regular meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, § 10-15-1, as amended, including, Grantee’s Open Meetings Resolution No. FY2024-22, dated May 15, 2024, presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this August 30, 2024.

LOWER RIO GRANDE PUBLIC WATER WORKS
AUTHORITY, Dona Ana County, New Mexico

By _____
Glory Juarez, Secretary

(SEAL)

EXHIBIT “A”

Notice of Meeting

\$50,000

PLANNING GRANT AGREEMENT

dated

August 30, 2024

by and between

NEW MEXICO FINANCE AUTHORITY

and

**LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY
Dona Ana County, New Mexico**

PG-6037

PLANNING GRANT AGREEMENT

THIS PLANNING GRANT AGREEMENT (the “Grant agreement”), dated August 30, 2024, is entered into by and between the NEW MEXICO FINANCE AUTHORITY (the “NMFA”) and Lower Rio Grande Public Water Works Authority, Dona Ana County, New Mexico (the “Grantee”).

WITNESSETH:

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

WHEREAS, §6-21-6.4, NMSA 1978, as amended, creates the Local Government Planning Fund to be administered by the NMFA to make Grants to qualified entities to develop an asset management plan and to pay administrative costs of the local government planning fund program; and

WHEREAS, Grantee is a legally and regularly created, established, organized and existing non profit mutual domestic water consumers association, in good standing under the general laws of the State of New Mexico, NMSA 1978, as amended; and

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

WHEREAS, the Grantee has applied to the NMFA for Planning Grant (as defined below) funding and has determined that it is in the best interest of the Grantee and the public it serves that the Grantee enter into this Grant Agreement with the NMFA and accept a grant in the amount of \$50,000 from the NMFA to carry out the Project, as more fully described in Exhibit “A” attached hereto; and

WHEREAS, the Grantee acknowledges and understands that the Planning Grant must be expended and the Planning Documents must be completed within three (3) years from the Closing Date, or the Grantee will forfeit the ability to draw Grant funds from the Local Government Planning Fund and be required to repay the entire Grant Amount to the NMFA; and

WHEREAS, the Grantee upon completion of the asset management plan shall provide the NMFA with a resolution that (i) adopts the completed asset management plan; (ii) includes a summary sheet showing the prioritized assets and cost associated with improving those assets; (iii) adopts a reserve policy that specifically identifies the allocation of the reserves to fund the asset management plan with an annual target; and (iv) establishes a rate schedule sufficient to fund the reserve; and

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

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

ARTICLE I: DEFINITIONS

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

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

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

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

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

“NMFA” means the New Mexico Finance Authority.

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

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

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

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

“Grant Amount” means the sum of Fifty Thousand and no/100 Dollars (\$50,000).

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

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

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

“Local Match” means \$26,500.

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

“Planning Document” means a written document in the form of an asset management plan created for the purpose of evaluating and estimating the costs of alternatives to meet the Grantee’s need to define the conditions, service life, capital cost, and replacement values, combined with a GIS system identification map that will enable the LRGPWWA to monitor and manage its infrastructure accordingly for its water system public project needs.

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

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

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

“Resolution” means the Grantee’s Resolution No. FY2025-05 adopted on August 21, 2024, authorizing the Grantee’s acceptance of the terms and conditions of this Grant Agreement.

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

ARTICLE II: REPRESENTATIONS, WARRANTIES AND COVENANTS

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

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

or duties affecting such covenants, stipulations, obligations and agreement shall be transferred by or in accordance with law. Except as otherwise provided in this Grant Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Grantee by the provisions of this Grant Agreement and the Resolution shall be exercised or performed by the Grantee or by such residents, officers, or officials of the Grantee as may be required by law to exercise such powers and to perform such duties.

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

(c) Authorization of Grant Agreement. The Grantee is a non profit mutual domestic water consumers association duly organized and existing under the statutes and laws of the State of New Mexico, as amended. Pursuant to the laws of the State, as amended and supplemented from time to time, the Grantee is authorized to enter into the transactions contemplated by this Grant Agreement and to carry out its obligations hereunder. The Grantee has duly authorized and approved the execution and delivery of this Grant Agreement and the other documents related to the transaction.

(d) Use of Grant Agreement Proceeds. The Grantee shall apply the proceeds of the Grant solely to the acquisition and completion of the Project, shall not use the Grant proceeds for any other purpose, and shall comply with all applicable ordinances and regulations, if any, and any and all applicable laws relating to the Project. The Grantee shall immediately apply all Grant proceeds disbursed to it toward the Project. The Grantee shall use the Grant proceeds and complete the Planning Document within three (3) years of the Closing Date or shall forfeit the full amount of the Grant and return the Grant Amount to the NMFA within thirty (30) days written request by the NMFA.

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

(f) Completion of Project.

(1) The Project will consist of:

- a. the preparation of the Planning Document to address and define the conditions, service life, capital cost, and replacement values, combined with a GIS system identification map that will enable the Grantee to monitor and manage its infrastructure accordingly for its water system; and

- b. a resolution properly adopted by the Governing Body that (i) adopts the completed asset management plan; (ii) includes a summary sheet showing the prioritized assets and cost associated with improving those assets; (iii) adopts a reserve policy that specifically identifies the allocation of the reserves to fund the asset management plan with an annual target; and (iv) establishes a rate schedule sufficient to fund the reserve; and
- c. will comply with all applicable ordinances and regulations, if any, and any and all applicable laws, rules, and regulations of the State relating to the acquisition and completion of the Project and to the use of the Grant proceeds.

(2) If requested by the NMFA, the Grantee will allow the Office of the State Engineer, the New Mexico Environment Department, the New Mexico Economic Development Department, or other appropriate agency of the State or the NMFA to assist with completion of the Project and to review the Project as completed to assure compliance with applicable laws, rules and regulations of the State. The completed Planning Document, and any interim submissions required by the NMFA must be in a form acceptable to and approved by the NMFA, in its sole discretion.

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

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

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

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

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

(l) Irrevocability of Grant Agreement. The terms of this Grant Agreement shall be irrevocable until the Project has been fully acquired and completed, and shall not be subject to

amendment or modification in any manner which would result in any use of the proceeds of this Grant Agreement in a manner not permitted or contemplated by the terms hereof.

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

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

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

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

(q) Local Match. The Local Match is legally available for the Project, has been applied by Grantee solely for the purposes of the Project and sufficient evidence of the Local Match has been provided to the NMFA.

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

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

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

ARTICLE III: AGREEMENT TERM

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

utilize the Planning Grant to complete the Planning Document within three (3) years of the Closing Date.

ARTICLE IV: GRANT; APPLICATION OF MONEYS

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

ARTICLE V: GRANT TO THE GRANTEE

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

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

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

ARTICLE VI: THE PROJECT

Section 6.1. Agreement to Acquire and Complete the Project. The Grantee hereby agrees that in order to effectuate the purposes of this Grant Agreement and to acquire and complete the Project it shall take such steps as are necessary and appropriate to acquire and complete the Project lawfully, efficiently and within three (3) years of the Closing Date. The Grantee hereby acknowledges and agrees that certain preliminary approvals by the NMFA or its designees, in addition to interim steps by the Governing Body may be required to be exercised prior to the completion and approval of the Planning Document.

Section 6.2. Disbursements from the Grant Account. So long as no Event of Default shall occur, the NMFA shall disburse moneys from the Grant Account, either to the Grantee or to vendors and contractors, as determined by the NMFA in its sole discretion, upon receipt by the NMFA of a requisition substantially in the form of Exhibit “B” attached hereto signed by an Authorized Officer of the Grantee, supported by certification by the Grantee’s project architect, engineer, or other such authorized representative of the Grantee acceptable to the NMFA that the amount of the disbursement request represents the progress of completion, acquisition or other Project related activities accomplished as of the date of the disbursement request. The Grantee shall provide such records or access to the Project as the NMFA, in its sole discretion, may request in connection with the approval of the Grantee’s disbursement requests made hereunder. No

disbursement from the Grant Account may be made without receipt of evidence of the Local Match.

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

Section 6.4. Reimbursement for Prior Expenditures. The NMFA, so long as no Event of Default shall occur and upon presentation of the Grantee's disbursement request with such certification and records as are required in accordance with Section 6.2 hereof, may disburse moneys from the Grant Account for reimbursement of Project expenses incurred within one-hundred fifty (150) days prior to the Closing Date unless approved by the NMFA.

Section 6.5. Completion of Disbursement of Grant Funds. Upon completion of the Project, in accordance with Section 2.1 (e), disbursement of the Grant Amount, an Authorized Officer of the Grantee shall deliver a certificate of completion, substantially in the form attached to this Grant Agreement as Exhibit "C", to the NMFA stating that, to the best of the Authorized Officer's knowledge the Project has been completed in accordance with the terms of this Grant Agreement and the Grant Amount has been disbursed in accordance with the terms of this Grant Agreement. If any portion of the Grant Amount remains upon the delivery of the certificate of completion, the NMFA may, in its sole discretion, modify this Grant Agreement and reduce the amount of the Grant.

ARTICLE VII: COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

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

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

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

**ARTICLE VIII: NON-LIABILITY OF NMFA FOR
ACTS OR OMISSIONS OF THE GRANTEE; INDEMNIFICATION**

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

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

ARTICLE IX: EVENTS OF DEFAULT AND REMEDIES

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

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

(b) Failure by the Grantee to utilize the Grant proceeds to complete the Project within three (3) years of the Closing Date;

(c) Failure by the Grantee to observe and perform any other covenant, condition or agreement on its part to be observed or performed under this Grant Agreement; or

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

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

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

(b) Terminate this Grant Agreement;

- (c) Cease disbursing any further amounts from the Grant Account;
- (d) Demand that the Grantee immediately repay the Grant Amount or any portion thereof if such funds were not utilized in accordance with this Grant Agreement;
- (e) File a suit in equity to enjoin any acts or things which are unlawful or violate the rights of the NMFA; or
- (f) Take whatever other action at law or in equity may appear necessary or desirable to enforce any other of its rights hereunder.

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

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

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

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

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

ARTICLE X: MISCELLANEOUS

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

If to the Grantee, then to:

Lower Rio Grande Public Water Works Authority
Attn: Chair
P O Box 2646
Anthony NM 88021

And if to the NMFA, then to:

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

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

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

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

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

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

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

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

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

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

[Remainder of page intentionally left blank.]

[Signature page follows.]

IN WITNESS WHEREOF, the NMFA, on behalf of itself, and as authorized by the NMFA Board of Directors on January 26, 2023, has executed this Grant Agreement in its corporate name with its corporate seal hereunto affixed and attested by its duly Authorized Officers; and the Grantee has caused this Grant Agreement to be executed in its corporate name and the seal of the Grantee affixed and attested by its duly Authorized Officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By _____
Marquita D. Russel, Chief Executive Officer

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

By _____
Daniel C. Opperman, Chief Legal Officer

LOWER RIO GRANDE PUBLIC WATER
WORKS AUTHORITY, Dona Ana County, New
Mexico

By _____
Esperanza Holguin, Chair

[SEAL]

ATTEST:

By _____
Glory Juarez, Secretary

EXHIBIT “A”

TERM SHEET

Grantee: Lower Rio Grande Public Water Works Authority, Dona Ana County, New Mexico

Project No. PG-6037

Project Description: Preparation of a Planning Document consisting of the asset management plan to address and define the conditions, service life, capital cost, and replacement values, combined with a GIS system identification map that will enable the LRGPWWA to monitor and manage its infrastructure accordingly for its water system; and adoption of the resolution as described in Section 2.1(f).

Total Grant Amount: \$50,000

Local Match: \$26,500

Closing Date: August 30, 2024

**EXHIBIT “B”
FORM OF REQUISITION**

RE: \$50,000 Planning Grant Agreement by and between New Mexico Finance Authority (“NMFA”) and Lower Rio Grande Public Water Works Authority, Dona Ana County, New Mexico, NMFA Grant Number PG-6037 (the “Grant Agreement”).

Closing Date: August 30, 2024

TO: NEW MEXICO FINANCE AUTHORITY

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

REQUISITION NUMBER: 1
AMOUNT OF PAYMENT: \$ 50,000.00
PAYEE NAME AND ADDRESS: Lower Rio Grande Public Water Works Authority
P.O. Box 2646, Anthony NM 88021
PURPOSE OF PAYMENT: Water Asset Management Plan

WIRING INFORMATION

BANK NAME:	Citizens Bank of Las Cruces
ACCOUNT NUMBER:	0120626501
ROUTING NUMBER:	112201289

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

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

DATED: August 21, 2024

By: _____
Authorized Officer of the Grantee

Title: Esperanza Holguin, Board Chair

**EXHIBIT “C”
FORM OF CERTIFICATE OF COMPLETION**

RE: \$50,000 Planning Grant Agreement (the “Grant Agreement”) by and between NMFA and Lower Rio Grande Public Water Works Authority, Dona Ana County, New Mexico, NMFA Grant Number PG-6037 (the “Grant Agreement”).

Closing Date: August 30, 2024

TO: NEW MEXICO FINANCE AUTHORITY

I, Esperanza Holquin, the Board Chair of
[Name] [Title or Position]

the Grantee, hereby certify as follows:

1. The project described in the Grant Agreement (the “Project”) was completed and placed in service by the Grantee on April 12, 2024.
2. The total cost of the Project was \$ 76,500.00.
3. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Grant Agreement.

Lower Rio Grande Public Water Works Authority

By: _____
Esperanza Holquin

Its: Board Chair

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY
Dona Ana County, New Mexico
Planning Grant Agreement
New Mexico Finance Authority No. PG-6037
\$50,000

STATE OF NEW MEXICO)

) ss.

CERTIFICATE OF GRANTEE

COUNTY OF DONA ANA)

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and acting President and Secretary of the Board of Directors of Lower Rio Grande Public Water Works Authority (the “Grantee”) in Dona Ana County, State of New Mexico, that:

Capitalized terms used in this Certificate have the same meanings as defined in Resolution No. FY2025-05 adopted by the Governing Body of the Grantee on August 21, 2024 (the “Resolution”) in connection with this Planning Grant, unless otherwise defined in this Certificate or the context requires otherwise.

1. The Grantee is a legally and regularly created, established, organized and existing non profit mutual domestic water consumers association, in good standing under the laws of the State of New Mexico;
2. The resolutions, rules and regulations governing the Project and customer service by the Grantee have been duly adopted and are now in full force and effect;
3. The Authorized Officers and Governing Body of the Grantee were duly and validly elected or appointed and are empowered to act for the Grantee; and
4. The Grantee has all requisite corporate power:
 - (a) To perform or cause performance of the Project funded by the Planning Grant and the Local Match, if applicable;
 - (b) To execute and deliver Grant documents, including but not limited to those identified above; and
 - (c) To perform all acts required by such Grant documents to be done by the Grantee.
5. All proceedings of the Grantee, its elected and appointed officers, and employees, required or necessary to be taken in connection with the authorization of the actions specified above have been duly taken and all such authorizations are presently in full force and effect.

6. The Resolution and the Grant Agreement have been duly signed and adopted in accordance with all applicable laws and neither has been repealed, rescinded, revoked, modified, amended or supplemented in any manner except as set forth in the Resolution. The Resolution constitutes valid and sufficient legal authority for the Grantee to carry out and enforce the provisions of the Grant Agreement.

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

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

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

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

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

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

13. As of the date of this Certificate, the following were and now are the duly chosen qualified and acting officers and members of the Governing Body of the Grantee:

President: Esperanza Holguin
Members: James Cadena, Vice Chair
Glory Juarez, Secretary
Enrique Franco
Juan Perez

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

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

16. To the best of our knowledge and belief after due investigation, neither the President, Secretary, any member or director of the Governing Body of the Grantee, nor any other officer, employee or other agent of the Grantee is interested (except in the performance of his or her official rights, privileges, powers and duties), directly or indirectly, in the profits of any contract, or job for work, or services to be performed and appertaining to the Project.

17. Regular meetings of the Grantee's Governing Body and the meeting at which the Resolution was adopted have been held at 521 St. Valentine, La Mesa, New Mexico, the principal meeting place of the Grantee.

18. The Grantee's Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Grantee's Governing Body in connection with the Grant Agreement. The Open Meetings Act Resolution No. FY2024-22 (the "Open Meetings Act Resolution") adopted and approved by the Governing Body on May 15, 2024, establishes notice standards as required by Section 10-15-1, NMSA 1978, as amended and supplemented. The Open Meetings Act Resolution has not been amended or repealed. All action of the Governing Body with respect to the Grant Agreement and Resolution was taken at meetings held in compliance with the Open Meetings Act Resolution then in effect.

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

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

21. This Certificate may be executed in counterparts.

[Signatures on following page.]

WITNESS our signatures and the seal of the Grantee this August 30, 2024.

**LOWER RIO GRANDE PUBLIC WATER
WORKS AUTHORITY**

By _____
Esperanza Holguin, President

By _____
Glory Juarez, Secretary

(SEAL)

**RECORD OF PROCEEDINGS RELATING TO THE ADOPTION OF
RESOLUTION NO. FY2025-06
OF THE BOARD OF DIRECTORS
LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY
AUGUST 21, 2024**

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

The Board of Directors (the "Governing Body") of Lower Rio Grande Public Water Works Authority, Dona Ana County, New Mexico (the "Grantee") met in a regular session in full conformity with the law and the rules and regulations of the Governing Body at 521 St. Valentine, La Mesa, New Mexico, being the meeting place of the Governing Body for the meeting held on August 21, 2024 at the hour of 9:00 a.m. Upon roll call, the following members and officers were found to be present:

Present: _____

Absent: _____

Also Present: _____

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

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

RESOLUTION NO. FY2025-06

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOCAL GOVERNMENT PLANNING GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), AND LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY, DONA ANA COUNTY, NEW MEXICO (THE "GRANTEE"), IN THE AMOUNT OF \$50,000 EVIDENCING AN OBLIGATION OF THE GRANTEE TO UTILIZE THE GRANT AMOUNT AND THE LOCAL MATCH AMOUNT, IF APPLICABLE, SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF ASSET MANAGEMENT PLAN (WASTEWATER), AND SOLELY IN THE MANNER DESCRIBED IN THE GRANT AGREEMENT; CERTIFYING THAT THE GRANT AMOUNT, TOGETHER WITH THE LOCAL MATCH, IF APPLICABLE, AND OTHER FUNDS AVAILABLE TO THE GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE GRANT AGREEMENT; COMMITTING TO ADOPTING THE ASSET MANAGEMENT PLAN; COMMITTING TO ADOPT A RESERVE POLICY IDENTIFYING AN ALLOCATION OF RESERVES TO FUND THE ASSET MANAGEMENT PLAN; COMMITTING TO ESTABLISHING A RATE SCHEDULE ADEQUATE TO FUND THE RESERVE; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTION IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE GRANT AGREEMENT.

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

WHEREAS, the Grantee is a legally and regularly created, established, organized and existing non profit mutual domestic water consumers association, in good standing under the general laws of the State of New Mexico, as amended;

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

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

WHEREAS, the Governing Body has determined that it may lawfully enter into the Grant

Agreement, accept the Grant Amount and be bound to the obligations and by the restrictions thereunder; and

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

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

WHEREAS, the Grantee upon completion of the asset management plan shall provide the Finance Authority with a resolution that (i) adopts the completed asset management plan; (ii) includes a summary sheet showing the prioritized assets and cost associated with improving those assets; (iii) adopts a reserve policy that specifically identifies the allocation of the reserves to fund the asset management plan with an annual target; and (iv) establish a rate schedule sufficient to fund the reserve; and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY, DONA ANA COUNTY, NEW MEXICO:

Section 1. Definitions. All terms used herein have the same definition as contained in the draft Grant Agreement, dated August 30, 2024.

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

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

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

A. The Project is needed to evaluate conditions, service life, capital cost, and replacement values, combined with a GIS system identification map that will enable the LRGPWVA to monitor and manage its infrastructure accordingly for its wastewater system

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

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

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

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

F. The Local Match is legally available to be applied to the Project.

Section 5. Grant Agreement—Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of either a majority of a quorum of the Governing Body or of all members. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the members served by the Grantee and by the other qualifying entities involved in the Project, if any, and performing the Project, it is hereby declared necessary that the Grantee execute and deliver the Grant Agreement evidencing the Grantee's acceptance of the Grant Amount of \$50,000 and the availability of the Local Match, if applicable, or other funds to be utilized solely for the Project and solely in the manner and according to the restrictions set forth in the Grant Agreement, the execution and delivery of which are hereby authorized. The Grantee shall use the proceeds of the Grant and the Local Match, if applicable, to finance the performance of the Project. The Project will be owned by the Grantee and will be utilized by the Grantee as set forth in the Grant Agreement.

B. Detail. The Grant Agreement shall be in substantially the form of the Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of \$50,000.

Section 6. Approval of Grant Agreement. The form of the Grant Agreement as presented at the meeting of the Governing Body at which this Resolution was adopted is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Grant Agreement with such changes, insertions, and deletions as may be approved by

such individual Authorized Officers, and the Secretary is hereby authorized to affix the seal of the Grantee on the Grant Agreement and attest the same. The execution of the Grant Agreement shall be conclusive evidence of such approval.

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

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

B. Completion of Acquisition of the Project. The Grantee shall proceed to acquire and complete the Project in accordance with Section 2.1(f) of the Grant Agreement with all due diligence. Upon the Completion Date, the Grantee shall execute a certificate substantially in the form attached as Exhibit “C” to the Grant Agreement stating that acquisition of and payment for the Project have been completed. As soon as practicable and, in any event, not more than sixty (60) days after the Completion Date, any balance remaining in the Grant Account shall be transferred and returned to the Local Government Planning Grant Fund.

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

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

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

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

Section 11. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or

unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

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

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

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

PASSED, APPROVED AND ADOPTED THIS AUGUST 21, 2024.

LOWER RIO GRANDE PUBLIC WATER
WORKS AUTHORITY

By _____
Esperanza Holguin, Chair

ATTEST:

Glory Juarez, Secretary

[Remainder of page intentionally left blank.]

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

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

Those Voting Aye: _____

Those Voting Nay: _____

Those Absent: _____

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

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

[Signature page follows.]

LOWER RIO GRANDE PUBLIC WATER
WORKS AUTHORITY, Dona Ana County, New
Mexico

By _____
Esperanza Holguin, Chair

By _____
Glory Juarez, Secretary

(SEAL)

[Remainder of page intentionally left blank.]

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

I, Glory Juarez, Secretary, the duly qualified and acting record-keeping officer of the Lower Rio Grande Public Water Works Authority, Dona Ana County, New Mexico (the “Grantee”), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the Board of Directors of the Lower Rio Grande Public Water Works Authority, New Mexico, constituting the Governing Body of the Grantee, had and taken at a duly called regular meeting held at 521 St. Valentine, La Mesa, New Mexico, on August 21, 2024 at the hour of 9:00 a.m., insofar as the same relate to the adoption of Resolution No. FY2025-06 and the execution and delivery of the proposed Grant Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in the offices of the Grantee. None of the action taken in the said proceedings has been rescinded, repealed or modified.

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

3. Notice of said meeting was given in compliance with the permitted methods of giving notice of regular meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, § 10-15-1, as amended, including, Grantee’s Open Meetings Resolution No. FY2024-22, dated May 15, 2024, presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this August 30, 2024.

LOWER RIO GRANDE PUBLIC WATER WORKS
AUTHORITY, Dona Ana County, New Mexico

By _____
Glory Juarez, Secretary

(SEAL)

EXHIBIT “A”

Notice of Meeting

\$50,000

PLANNING GRANT AGREEMENT

dated

August 30, 2024

by and between

NEW MEXICO FINANCE AUTHORITY

and

**LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY
Dona Ana County, New Mexico**

PG-6038

PLANNING GRANT AGREEMENT

THIS PLANNING GRANT AGREEMENT (the “Grant agreement”), dated August 30, 2024, is entered into by and between the NEW MEXICO FINANCE AUTHORITY (the “NMFA”) and Lower Rio Grande Public Water Works Authority, Dona Ana County, New Mexico (the “Grantee”).

WITNESSETH:

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

WHEREAS, §6-21-6.4, NMSA 1978, as amended, creates the Local Government Planning Fund to be administered by the NMFA to make Grants to qualified entities to develop an asset management plan and to pay administrative costs of the local government planning fund program; and

WHEREAS, Grantee is a legally and regularly created, established, organized and existing non profit mutual domestic water consumers association, in good standing under the general laws of the State of New Mexico, NMSA 1978, as amended; and

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

WHEREAS, the Grantee has applied to the NMFA for Planning Grant (as defined below) funding and has determined that it is in the best interest of the Grantee and the public it serves that the Grantee enter into this Grant Agreement with the NMFA and accept a grant in the amount of \$50,000 from the NMFA to carry out the Project, as more fully described in Exhibit “A” attached hereto; and

WHEREAS, the Grantee acknowledges and understands that the Planning Grant must be expended and the Planning Documents must be completed within three (3) years from the Closing Date, or the Grantee will forfeit the ability to draw Grant funds from the Local Government Planning Fund and be required to repay the entire Grant Amount to the NMFA; and

WHEREAS, the Grantee upon completion of the asset management plan shall provide the NMFA with a resolution that (i) adopts the completed asset management plan; (ii) includes a summary sheet showing the prioritized assets and cost associated with improving those assets; (iii) adopts a reserve policy that specifically identifies the allocation of the reserves to fund the asset management plan with an annual target; and (iv) establishes a rate schedule sufficient to fund the reserve; and

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

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

ARTICLE I: DEFINITIONS

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

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

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

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

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

“NMFA” means the New Mexico Finance Authority.

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

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

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

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

“Grant Amount” means the sum of Fifty Thousand and no/100 Dollars (\$50,000).

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

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

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

“Local Match” means \$6,311.42.

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

“Planning Document” means a written document in the form of an asset management plan created for the purpose of evaluating and estimating the costs of alternatives to meet the Grantee’s need to evaluate conditions, service life, capital cost, and replacement values, combined with a GIS system identification map that will enable the LRGPWWA to monitor and manage its infrastructure accordingly for its wastewater system public project needs.

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

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

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

“Resolution” means the Grantee’s Resolution No. FY2025-06 adopted on August 21, 2024, authorizing the Grantee’s acceptance of the terms and conditions of this Grant Agreement.

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

ARTICLE II: REPRESENTATIONS, WARRANTIES AND COVENANTS

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

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

or duties affecting such covenants, stipulations, obligations and agreement shall be transferred by or in accordance with law. Except as otherwise provided in this Grant Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Grantee by the provisions of this Grant Agreement and the Resolution shall be exercised or performed by the Grantee or by such residents, officers, or officials of the Grantee as may be required by law to exercise such powers and to perform such duties.

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

(c) Authorization of Grant Agreement. The Grantee is a non profit mutual domestic water consumers association duly organized and existing under the statutes and laws of the State of New Mexico, as amended. Pursuant to the laws of the State, as amended and supplemented from time to time, the Grantee is authorized to enter into the transactions contemplated by this Grant Agreement and to carry out its obligations hereunder. The Grantee has duly authorized and approved the execution and delivery of this Grant Agreement and the other documents related to the transaction.

(d) Use of Grant Agreement Proceeds. The Grantee shall apply the proceeds of the Grant solely to the acquisition and completion of the Project, shall not use the Grant proceeds for any other purpose, and shall comply with all applicable ordinances and regulations, if any, and any and all applicable laws relating to the Project. The Grantee shall immediately apply all Grant proceeds disbursed to it toward the Project. The Grantee shall use the Grant proceeds and complete the Planning Document within three (3) years of the Closing Date or shall forfeit the full amount of the Grant and return the Grant Amount to the NMFA within thirty (30) days written request by the NMFA.

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

(f) Completion of Project.

(1) The Project will consist of:

- a. the preparation of the Planning Document to address and evaluate conditions, service life, capital cost, and replacement values, combined with a GIS system identification map that will enable the LRGPWVA to monitor and manage its infrastructure accordingly for its wastewater system; and

- b. a resolution properly adopted by the Governing Body that (i) adopts the completed asset management plan; (ii) includes a summary sheet showing the prioritized assets and cost associated with improving those assets; (iii) adopts a reserve policy that specifically identifies the allocation of the reserves to fund the asset management plan with an annual target; and (iv) establishes a rate schedule sufficient to fund the reserve; and
- c. will comply with all applicable ordinances and regulations, if any, and any and all applicable laws, rules, and regulations of the State relating to the acquisition and completion of the Project and to the use of the Grant proceeds.

(2) If requested by the NMFA, the Grantee will allow the Office of the State Engineer, the New Mexico Environment Department, the New Mexico Economic Development Department, or other appropriate agency of the State or the NMFA to assist with completion of the Project and to review the Project as completed to assure compliance with applicable laws, rules and regulations of the State. The completed Planning Document, and any interim submissions required by the NMFA must be in a form acceptable to and approved by the NMFA, in its sole discretion.

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

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

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

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

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

(l) Irrevocability of Grant Agreement. The terms of this Grant Agreement shall be irrevocable until the Project has been fully acquired and completed, and shall not be subject to

amendment or modification in any manner which would result in any use of the proceeds of this Grant Agreement in a manner not permitted or contemplated by the terms hereof.

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

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

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

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

(q) Local Match. The Local Match is legally available for the Project, has been applied by Grantee solely for the purposes of the Project and sufficient evidence of the Local Match has been provided to the NMFA.

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

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

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

ARTICLE III: AGREEMENT TERM

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

utilize the Planning Grant to complete the Planning Document within three (3) years of the Closing Date.

ARTICLE IV: GRANT; APPLICATION OF MONEYS

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

ARTICLE V: GRANT TO THE GRANTEE

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

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

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

ARTICLE VI: THE PROJECT

Section 6.1. Agreement to Acquire and Complete the Project. The Grantee hereby agrees that in order to effectuate the purposes of this Grant Agreement and to acquire and complete the Project it shall take such steps as are necessary and appropriate to acquire and complete the Project lawfully, efficiently and within three (3) years of the Closing Date. The Grantee hereby acknowledges and agrees that certain preliminary approvals by the NMFA or its designees, in addition to interim steps by the Governing Body may be required to be exercised prior to the completion and approval of the Planning Document.

Section 6.2. Disbursements from the Grant Account. So long as no Event of Default shall occur, the NMFA shall disburse moneys from the Grant Account, either to the Grantee or to vendors and contractors, as determined by the NMFA in its sole discretion, upon receipt by the NMFA of a requisition substantially in the form of Exhibit “B” attached hereto signed by an Authorized Officer of the Grantee, supported by certification by the Grantee’s project architect, engineer, or other such authorized representative of the Grantee acceptable to the NMFA that the amount of the disbursement request represents the progress of completion, acquisition or other Project related activities accomplished as of the date of the disbursement request. The Grantee shall provide such records or access to the Project as the NMFA, in its sole discretion, may request in connection with the approval of the Grantee’s disbursement requests made hereunder. No

disbursement from the Grant Account may be made without receipt of evidence of the Local Match.

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

Section 6.4. Reimbursement for Prior Expenditures. The NMFA, so long as no Event of Default shall occur and upon presentation of the Grantee's disbursement request with such certification and records as are required in accordance with Section 6.2 hereof, may disburse moneys from the Grant Account for reimbursement of Project expenses incurred within one-hundred fifty (150) days prior to the Closing Date unless approved by the NMFA.

Section 6.5. Completion of Disbursement of Grant Funds. Upon completion of the Project, in accordance with Section 2.1 (e), disbursement of the Grant Amount, an Authorized Officer of the Grantee shall deliver a certificate of completion, substantially in the form attached to this Grant Agreement as Exhibit "C", to the NMFA stating that, to the best of the Authorized Officer's knowledge the Project has been completed in accordance with the terms of this Grant Agreement and the Grant Amount has been disbursed in accordance with the terms of this Grant Agreement. If any portion of the Grant Amount remains upon the delivery of the certificate of completion, the NMFA may, in its sole discretion, modify this Grant Agreement and reduce the amount of the Grant.

ARTICLE VII: COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

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

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

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

**ARTICLE VIII: NON-LIABILITY OF NMFA FOR
ACTS OR OMISSIONS OF THE GRANTEE; INDEMNIFICATION**

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

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

ARTICLE IX: EVENTS OF DEFAULT AND REMEDIES

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

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

(b) Failure by the Grantee to utilize the Grant proceeds to complete the Project within three (3) years of the Closing Date;

(c) Failure by the Grantee to observe and perform any other covenant, condition or agreement on its part to be observed or performed under this Grant Agreement; or

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

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

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

(b) Terminate this Grant Agreement;

- (c) Cease disbursing any further amounts from the Grant Account;
- (d) Demand that the Grantee immediately repay the Grant Amount or any portion thereof if such funds were not utilized in accordance with this Grant Agreement;
- (e) File a suit in equity to enjoin any acts or things which are unlawful or violate the rights of the NMFA; or
- (f) Take whatever other action at law or in equity may appear necessary or desirable to enforce any other of its rights hereunder.

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

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

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

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

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

ARTICLE X: MISCELLANEOUS

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

If to the Grantee, then to:

Lower Rio Grande Public Water Works Authority
Attn: Chair
P O Box 2646
Anthony NM 88021

And if to the NMFA, then to:

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

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

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

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

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

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

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

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

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

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

[Remainder of page intentionally left blank.]

[Signature page follows.]

IN WITNESS WHEREOF, the NMFA, on behalf of itself, and as authorized by the NMFA Board of Directors on January 26, 2023, has executed this Grant Agreement in its corporate name with its corporate seal hereunto affixed and attested by its duly Authorized Officers; and the Grantee has caused this Grant Agreement to be executed in its corporate name and the seal of the Grantee affixed and attested by its duly Authorized Officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By _____
Marquita D. Russel, Chief Executive Officer

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

By _____
Daniel C. Opperman, Chief Legal Officer

LOWER RIO GRANDE PUBLIC WATER
WORKS AUTHORITY, Dona Ana County, New
Mexico

By _____
Esperanza Holguin, Chair

[SEAL]

ATTEST:

By _____
Glory Juarez, Secretary

EXHIBIT “A”

TERM SHEET

Grantee: Lower Rio Grande Public Water Works Authority, Dona Ana County, New Mexico

Project No. PG-6038

Project Description: Preparation of a Planning Document consisting of the asset management plan to address and evaluate conditions, service life, capital cost, and replacement values, combined with a GIS system identification map that will enable the LRGPWWA to monitor and manage its infrastructure accordingly for its wastewater system; and adoption of the resolution as described in Section 2.1(f).

Total Grant Amount: \$50,000

Local Match: \$6,311.42

Closing Date: August 30, 2024

**EXHIBIT “B”
FORM OF REQUISITION**

RE: \$50,000 Planning Grant Agreement by and between New Mexico Finance Authority (“NMFA”) and Lower Rio Grande Public Water Works Authority, Dona Ana County, New Mexico, NMFA Grant Number PG-6038 (the “Grant Agreement”).

Closing Date: August 30, 2024

TO: NEW MEXICO FINANCE AUTHORITY

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

REQUISITION NUMBER: 1
AMOUNT OF PAYMENT: \$ 50,000.00
PAYEE NAME AND ADDRESS: Lower Rio Grande Public Water Works Authority
P.O. Box 2646, Anthony NM 88021
PURPOSE OF PAYMENT: Wastewater Asset Management Plan

WIRING INFORMATION

BANK NAME:	Citizens Bank of Las Cruces
ACCOUNT NUMBER:	0120626501
ROUTING NUMBER:	112201289

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

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

DATED: August 21, 2024

By: _____
Authorized Officer of the Grantee

Title: Esperanza Holguin, Board Chair

**EXHIBIT “C”
FORM OF CERTIFICATE OF COMPLETION**

RE: \$50,000 Planning Grant Agreement (the “Grant Agreement”) by and between NMFA and Lower Rio Grande Public Water Works Authority, Dona Ana County, New Mexico, NMFA Grant Number PG-6038 (the “Grant Agreement”).

Closing Date: August 30, 2024

TO: NEW MEXICO FINANCE AUTHORITY

I, Esperanza Holguin, the Board Chair of
[Name] [Title or Position]

the Grantee, hereby certify as follows:

1. The project described in the Grant Agreement (the “Project”) was completed and placed in service by the Grantee on April 12, 2024.
2. The total cost of the Project was \$ 51,500.00.
3. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Grant Agreement.

Lower Rio Grande Public Water Works Authority

By: Esperanza Holguin

Its: Board Chair

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY
Dona Ana County, New Mexico
Planning Grant Agreement
New Mexico Finance Authority No. PG-6038
\$50,000

STATE OF NEW MEXICO)

) ss.

CERTIFICATE OF GRANTEE

COUNTY OF DONA ANA)

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and acting Chair and Secretary of the Board of Directors of Lower Rio Grande Public Water Works Authority (the “Grantee”) in Dona Ana County, State of New Mexico, that:

Capitalized terms used in this Certificate have the same meanings as defined in Resolution No. FY2025-06 adopted by the Governing Body of the Grantee on August 21, 2024 (the “Resolution”) in connection with this Planning Grant, unless otherwise defined in this Certificate or the context requires otherwise.

1. The Grantee is a legally and regularly created, established, organized and existing non profit mutual domestic water consumers association, in good standing under the laws of the State of New Mexico;

2. The resolutions, rules and regulations governing the Project and customer service by the Grantee have been duly adopted and are now in full force and effect;

3. The Authorized Officers and Governing Body of the Grantee were duly and validly elected or appointed and are empowered to act for the Grantee; and

4. The Grantee has all requisite corporate power:

- (a) To perform or cause performance of the Project funded by the Planning Grant and the Local Match, if applicable;
- (b) To execute and deliver Grant documents, including but not limited to those identified above; and
- (c) To perform all acts required by such Grant documents to be done by the Grantee.

5. All proceedings of the Grantee, its elected and appointed officers, and employees, required or necessary to be taken in connection with the authorization of the actions specified above have been duly taken and all such authorizations are presently in full force and effect.

6. The Resolution and the Grant Agreement have been duly signed and adopted in accordance with all applicable laws and neither has been repealed, rescinded, revoked, modified, amended or supplemented in any manner except as set forth in the Resolution. The Resolution constitutes valid and sufficient legal authority for the Grantee to carry out and enforce the provisions of the Grant Agreement.

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

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

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

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

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

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

13. As of the date of this Certificate, the following were and now are the duly chosen qualified and acting officers and members of the Governing Body of the Grantee:

Members: Esperanza Holguin, Chair
James Cadena, Vice Chair
Glory Juarez, Secretary
Enrique Franco
Juan Perez

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

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

16. To the best of our knowledge and belief after due investigation, neither the Chair, Secretary, any member or director of the Governing Body of the Grantee, nor any other officer, employee or other agent of the Grantee is interested (except in the performance of his or her official rights, privileges, powers and duties), directly or indirectly, in the profits of any contract, or job for work, or services to be performed and appertaining to the Project.

17. Regular meetings of the Grantee's Governing Body and the meeting at which the Resolution was adopted have been held at 521 St. Valentine, La Mesa, New Mexico, the principal meeting place of the Grantee.

18. The Grantee's Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Grantee's Governing Body in connection with the Grant Agreement. The Open Meetings Act Resolution No. FY2024-22 (the "Open Meetings Act Resolution") adopted and approved by the Governing Body on May 15, 2024, establishes notice standards as required by Section 10-15-1, NMSA 1978, as amended and supplemented. The Open Meetings Act Resolution has not been amended or repealed. All action of the Governing Body with respect to the Grant Agreement and Resolution was taken at meetings held in compliance with the Open Meetings Act Resolution then in effect.

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

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

21. This Certificate may be executed in counterparts.

[Signatures on following page.]

WITNESS our signatures and the seal of the Grantee this August 30, 2024.

**LOWER RIO GRANDE PUBLIC WATER
WORKS AUTHORITY**

By _____
Esperanza Holguin, Chair

By _____
Glory Juarez, Secretary

(SEAL)

ATTACHMENT VI – AMENDMENT TO AGREEMENTS FOR ENGINEERING SERVICES
Amendment No. 01.3

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 8th day of July, 2024 (effective date of Agreement) by and between the The Lower Rio Grande Public Water Works Authority, the OWNER, and Wilson & Company, Inc., Engineers and Architects, the ENGINEER, the OWNER and ENGINEER agree this 8th day of July, 2024 (effective date of Amendment) that ENGINEER shall modify the Agreement and furnish ENGINEERING SERVICES in accordance with the GENERAL PROVISIONS of the Agreement and OWNER shall compensate the ENGINEER for services described as set forth below:

A. Description of Modifications:

- Attachment IV and V of original contract are null and void.

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

Enginerring Services During the Construction Phase

Enginerring Services During the Operation Phase

C. Cost Proposal – Include hourly breakdown for each task

See Attachement B.1 for Original Contract Amount

See Attachment B.2 for Additional Services Amount

D. Reimbursable Expense Schedule

See Attachment D for Reimbursable Expenses

E. Agreement Summary:


Original agreement amount:	<u>\$121,325.20 (excluding GRT)</u>
Net change for prior amendments:	<u>\$104,039.45 (excluding GRT)</u>
This amendment amount:	<u>\$65,917.90 (excluding GRT)</u>
Adjusted Agreement amount:	<u>\$291,282.55 (excluding GRT)</u>

F. Contract Time shall be 150 calendar days from the date of the OWNERS signature on Attachment VI. The services described in this amendment shall be completed and accepted by the OWNER by 10/03/24 (DATE). If these services have not been completed and accepted by 10/03/24 the ENGINEER shall pay the OWNER liquidated damages as outlined in the contract.

2. Signatures

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

By: _____ Date: August 21, 2024
OWNER
Type Name Esperanza Holguin
Title LRGPWWA Board Chair

By:  Date: 07/08/2024
ENGINEER
Type Name Michael Wright
Title Associate Vice-President
Address 4401 Masthead St NE
Albuquerque, NM
87109

REVIEWED AND APPROVED: FUNDING AGENCY

AGENCY NAME: _____

By _____

Type Name _____

Date _____

Lower Rio Grande PWWA Central Office Building 2023-03-14 (rev08)		Labor						Expenses					Totals																																																
		Civil Engineer (P4 Staff Designer Licensed)	Project Architect (A6 Architect)	Architectural Drafter (PD3 Senior Designer II)	Admin Asst. III (AD3)	Engineer (P5 Project Designer / Engineer)	Designer (PD3 Senior Designer II) / Field Technician	Electrical Engineer (P5 Project Designer / Engineer)	Task Hours	Design Fees	Milage	Travel Expenses		Printing																																															
Rate	\$	134.00	\$ 158.00	\$ 106.00	\$ 71.00	\$ 172.00	\$ 106.00	\$ 172.00																																																					
Lower Rio Grande PWWA																																																													
5	Construction Phase																																																												
	On-Site Meetings		170	30					200	\$ -		\$137.55	\$ -																																																
	Off -Site Meetings		34	10					44	\$ 6,432.00			\$ 6,432.00																																																
	RFIs		122	36		20	60		238	\$ 32,892.00			\$ 32,892.00																																																
	Submittals		120	40		30	60		250	\$ 34,720.00			\$ 34,720.00																																																
	Pay Applications		56						56	\$ 8,848.00			\$ 8,848.00																																																
	Punch List		24	24					48	\$ 6,336.00			\$ 6,336.00																																																
										\$ -			\$ -																																																
6	Occupancy Phase																																																												
	11-month warranty review	2	2		4	3		3	14	\$ 1,900.00		\$19.65	\$ 1,919.65																																																
										\$ -			\$ -																																																
										\$ -			\$ -																																																
	Subtotal Professional Services								850	\$ 121,168.00		\$157	\$ 121,325.20																																																
	Subtotal	2	528	140	4	53	120	3	850	\$121,168	\$ -	\$ 157	\$ -																																																
	Item Subtotals \$	\$268	\$83,424	\$14,840	\$284	\$9,116	\$12,720	\$516					\$121,325																																																
		CIVIL	ARCH	\$98,264.00	\$284.00	MEP	\$21,836.00						Total Basic Services	\$121,325																																															
		<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <th colspan="2">Milage Calculation per Trip</th> </tr> <tr> <td>n/a</td> <td>@ \$0.54/mile =</td> </tr> </table>												Milage Calculation per Trip		n/a	@ \$0.54/mile =																																												
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n/a	@ \$0.54/mile =																																																												
		<table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="12" style="text-align: right;">Reimbursible Expenses</td> </tr> <tr> <td colspan="12" style="text-align: right;">Subtotal \$ 121,325.20</td> </tr> <tr> <td colspan="12" style="text-align: right;">(Las Cruces) NMGRT @ 8.1875% \$ 9,933.50</td> </tr> <tr> <td colspan="12" style="text-align: right;">TOTAL: \$ 131,258.70</td> </tr> </table>												Reimbursible Expenses												Subtotal \$ 121,325.20												(Las Cruces) NMGRT @ 8.1875% \$ 9,933.50												TOTAL: \$ 131,258.70											
Reimbursible Expenses																																																													
Subtotal \$ 121,325.20																																																													
(Las Cruces) NMGRT @ 8.1875% \$ 9,933.50																																																													
TOTAL: \$ 131,258.70																																																													

**ATTACHMENT B.2
Hourly Breakdown**

Lower Rio Grande PWWA Central Office Building 1.3 2024-08-07		Labor						Expenses					Totals
		Civil Engineer (P4 Staff Designer Licensed)	Project Architect (A6 Architect)	Architectural Drafter (PD3 Senior Designer II)	Admin Asst. III (AD3)	Engineer (P5 Project Designer / Engineer)	Designer (PD3 Senior Designer II) / Field Technician	Electrical Engineer (P5 Project Designer / Engineer)	Task Hours	Design Fees	Milage	Travel Expenses	
Rate		\$ 156.00	\$ 200.00	\$ 128.00	\$ 70.00	\$ 212.00	\$ 128.00	\$ 212.00					
Lower Rio Grande PWWA													
5	Construction Phase												
	On-Site Meetings	6	60	32		8		8	114	\$ -		\$98.25	\$ -
	ASIs	16	12	8		3		3	42	\$ 7,192.00			\$ 7,192.00
	RFIs	24	32	12	4	4		4	80	\$ 13,656.00			\$ 13,656.00
	Submittals	6	2	4	4				16	\$ 2,128.00			\$ 2,128.00
	Pay Applications	2	20	6		2		2	32	\$ 5,928.00			\$ 5,928.00
	Punch List	8	24	24		12		12	80	\$ 14,208.00			\$ 14,208.00
										\$ -			\$ -
6	Occupancy Phase												
	11-month warranty review	2	2		4	3		3	14	\$ 2,264.00		\$19.65	\$ 2,283.65
										\$ -			\$ -
										\$ -			\$ -
	Subtotal Professional Services								378	\$ 65,800.00		\$117.90	\$ 65,917.90
	Subtotal	64	152	86	12	32		32	378	\$65,800	\$ -	117.90	\$ -
	Item Subtotals \$	\$9,984	\$30,400	\$11,008	\$840	\$6,784		\$6,784					
		CIVIL	ARCH	\$41,408.00	\$840.00	MEP		\$6,784.00				Total Basic Services	\$65,917.90
		Milage Calculation per Trip											
		n/a @ \$0.54/mile =											
		Reimbursible Expenses											
		Subtotal \$ 65,917.90											
		(Las Cruces) NMGRT @ 6.5000% \$ 4,284.66											
		TOTAL: \$ 70,202.56											

DETAILED SUMMARY OF ESTIMATED REIMBURSABLES

PRINTING COSTS (Estimated)										COST
Bidding Distribution & Check Sets										
	Drawings (Assumes 185 30x42 sheets)			\$	82					
	Specifications (Assumes 1,000 pages)			\$	110					
				\$	192	Per Set				
	Schematic Design	0	Sets	@	\$	192.00	=	\$	-	
	Design Development	0	Sets	@	\$	192.00	=	\$	-	
	BID Documents (Excluded)	0	Sets	@	\$	192.00	=	\$	-	
	Subtotal Printed Sets	0						\$	-	
								\$	-	
Presentation Graphics										
	Presentation Board Mounting			\$	45					
	Presentation Color Printing			\$	76.50					
	Presentation Lamination			\$	24.75					
	Cost per 30"x42" Presentation Board			\$	146.25	Ea.				
	Schematic Design	0	Boards	@	\$	146.25	=	\$	-	
	Design Development	0	Boards	@	\$	146.25	=	\$	-	
	Final / Misc	0	Boards	@	\$	146.25	=	\$	-	
	Subtotal Printed Sets	0						\$	-	
								\$	-	
*Number of Boards are Estimated Only. Actual amount of boards may be more or less.										
SUBTOTAL:										\$ -

TRAVEL COSTS (Estimated)								Estimated Cost
	Miles One Way	Min Miles Per Trip	x	Mileage Rate	Cost Per Trip	Number of Trips		
Travel Cost	15	30		\$ 0.655	\$ 19.65			
Estimated Required Travel								
<i>As-Builts</i>								
Programming (4 Meetings)				(6 Weeks)	\$ 19.65	x 0	= \$	-
Schematic Design (6 Meetings)				(6 Weeks)	\$ 19.65	x 0	= \$	-
Design Development (6 Meetings)				(8 Weeks)	\$ 19.65	x 0	= \$	-
Construction Documents (6 Meetings)				(14 Weeks)	\$ 19.65	x 0	= \$	-
Bidding & Negotiation (2 Meetings)				(8 Weeks)	\$ 19.65	x 0	= \$	-
Construction Administration (Monthly)				(68 Weeks)	\$ 19.65	x 5	= \$	98.25
11-Month Warranty					\$ 19.65	x 1	= \$	19.65
					\$ 19.65	x 6	= \$	117.90
					\$ 19.65	x 6	= \$	117.90
*Number of Trips are Estimated Only. Actual frequency of trips may be more or less.								
Wilson & Company intends to group trips with work in the area to save Owner cost on this reimbursable.								
SUBTOTAL:								\$ 117.90

PER DIEM COSTS (Estimated)								
	Breakfast Allowance	Lunch Allowance	Dinner Allowance	# of Meals/Trip	Subtotal Per Person / Trip	Average # of Person Per Trip	Number of Trips	
Lodging (n/a)					\$ -			
Meals	\$ 10.00	\$ 15.00		0	\$ -	1.00	7 = \$ -	
SUBTOTAL:								\$ -

MISCELLANEOUS REIMBURSABLE EXPENSES				COST
EXISTING CONDITIONS DOCUMENTATION / AS-BUILT FIELD MEASUREMENTS				n/a
	Architecture As-Built Acquisition / Verification / Coordination	\$0	0 hours @ \$0	
	MEP As-Built Acquisition / Verification / Coordination	\$0	0 hours @ \$0	
	As-Built Information into Modeling	\$0	0 hours @ \$0	
SUBTOTAL:				\$ -

TOTAL ESTIMATED REIMBURSABLES: (Excluding NMGR) \$ 117.90

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY
Central Operations Facility Project - Funding Analysis

PROJECT COSTS	ITEM	SUBTOTALS
PREDEVELOPMENT COSTS		
Project Development Task Order/Wilson & Co.	\$ 9,910.98	
NM GRT	\$ 741.76	\$ 10,652.74
ARCHITECTURAL SERVICES - Wilson & Co. 08/01/18 Contract - expended*		
Architect - Design Basic Services	\$ 258,502.36	
Architect - Bid Phase Services	\$ 12,462.00	
Architect - Construction Phase Services	\$ 36,524.70	
Architect - Reimbursible Expenses	\$ 9,898.11	Architectural
NM GRT on Architectural Services @8.3125%	\$ 26,377.75	\$ 343,764.92
ARCHITECTURAL SERVICES - Wilson & Co. 03/15/2023 Contract*		
Architect - Construction Phase Services	\$ 119,405.55	
Architect - Operations Phase Services	\$ 1,919.65	Architectural
NM GRT on Architectural Services @8.8175%	\$ 9,933.50	\$ 131,258.70
ARCHITECTURAL SERVICES - Wilson & Co. 11/08/2023 Contract*		
Architect - Construction Phase Services	\$ 51,560.35	
Architect - Operations Phase Services	\$ 1,919.65	Architectural
NM GRT on Architectural Services @6.5%	\$ 3,476.20	\$ 56,956.20
ARCHITECTURAL SERVICES - Wilson & Co. 03/19/2024 Contract*		
Architect - Construction Phase Services	\$ 48,640.25	
Architect - Operations Phase Services	\$ 1,919.65	Architectural
NM GRT on Architectural Services @6.5%	\$ 3,286.39	\$ 53,846.29
ARCHITECTURAL SERVICES - Wilson & Co. 07/09/2024 Contract**		
Architect - Construction Phase Services	\$ 63,634.25	
Architect - Operations Phase Services	\$ 2,283.65	Architectural
NM GRT on Architectural Services @6.5%	\$ 4,284.66	\$ 70,202.56
Construction - Contract	\$ 3,408,532.93	
Construction Contingency (incl grt)	\$ 660,092.50	
NM GRT on Construction @6.75%	\$ 274,632.22	Construction
Adj. GRT to 6.6250% as of 1/1/23	\$ (3,469.73)	\$ 4,339,787.92
DAC Zoning fees	\$ 600.00	
EPEC	\$ 34,305.19	
Contingencies (utilities, furn. & equip, etc.)	\$ -	
Legal incl tx	\$ 7,197.41	Other
Bid & RFP Ads	\$ 1,603.87	\$ 43,706.47
TOTAL PROJECT COSTS	\$ 5,050,175.80	

PROJECT FUNDING SOURCES	AMOUNT	STATUS
Lower Rio Grande PWWA Funds	\$ 10,652.74	Expended
Drinking Water SRF DW-4213	\$ 3,586,286.00	Partially Exp.
SAP 21-F2723-STB	\$ 1,200,000.00	Partially Exp.
SAP 22-G2820-STB	\$ 200,000.00	
SAP 23-H2406-STB	\$ 350,000.00	Need to obligate
TOTAL PROJECT FUNDING	\$ 5,346,938.74	
FUNDING OVERAGE/(SHORTFALL)	\$ 296,762.94	