

CAMINO REAL REGIONAL UTILITY AUTHORITY
City of Sunland Park/Doña Ana County Joint Utility Authority
Location: City of Sunland Park – Council Chambers
1000 McNutt Rd, Sunland Park, NM 88063

Board Meeting
December 9, 2024
5:30 pm
AGENDA

Join Zoom Meeting

<https://us06web.zoom.us/j/89343427881?pwd=weOzJereYfvV0whbcG38RAPZgJOf1L.1>

Meeting ID: 893 4342 7881

Passcode: 913879

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL AND DETERMINATION OF QUORUM
4. CHANGES AND APPROVAL OF THE AGENDA
5. PUBLIC COMMENTS (LIMIT 3 MINUTES PER PERSON)
6. STAFF COMMENTS & ANNOUNCEMENTS
7. BOARD COMMENTS
8. PRESENTATIONS & REPORTS
 - A. BRIDEL FACILITY MONTHLY REPORT. PRESENTATION BY: ERIC LOPEZ
BRIDEL SERVICES
 - B. CRRUA INSURANCE PRESENTATION. USI PRESENTATION BY: BLAKE, USI
 - C. INFORMATIONAL ITEM: DRAFT DEVELOPMENT STANDARDS
(AVAILABLE FOR REVIEW BY EMAIL)
9. CONSENT AGENDA: THE BOARD WILL BE ASKED TO APPROVE BY ONE MOTION
THE FOLLOWING ITEMS OF RECURRING OR ROUTINE BUSINESS.
 - A. COLONIAS INFRASTRUCTURE PROJECT FUND CIF-6409: WASTEWATER
INFRASTRUCTURE; VACUUM LIFT STATION REPLACEMENT RESOLUTION
APPROVAL AND BUDGET REVISION.
 - B. NM BORDER AUTHORITY \$3.2M IGA FOR SANTA TERESA ELEVATED
WATER TANK AND BUDGET REVISION.
 - C. ROBERT GARZA PROFESSIONAL SERVICES CONTRACT RENEWAL FOR
FY25.
 - D. NM OPEN MEETINGS ACT ANNUAL APPROVAL.
 - E. NOVEMBER MEETING MINUTES.
 - F. APPROVE NOVEMBER 2024 BILLING ADJUSTMENTS REPORT AS
RECOMMENDED BY THE EXTERNAL AUDITORS

10. AGENDA:

- A. RESOLUTION APPROVING AN EXEMPTION REQUEST TO INSTALL A CONVENTIONAL SEPTIC SYSTEM FOR SUN RIVER ESTATES, A PROPOSED 56 SUBDIVISION LOCATED ON FRONTERA AND GIRL SCOUT LN IN SUNLAND PARK, NM

11. CLOSED SESSION

BOARD MAY CONVENE IN CLOSED SESSION AS AUTHORIZED BY THE OPEN MEETINGS ACT, NMSA 1978, 10-15-1 (H)(7). TO DISCUSS PENDING LITIGATION IN RELATION TO ADMINISTRATIVE COMPLIANCE ORDER 2024-ACOP-01 AND 10-15-1 (H)(I).

12. ADJOURNMENT

NOTE: The Camino Real Regional Utility Authority (CRRUA) will ensure effective communication with individuals with disabilities and will: upon request, provide auxiliary communication aids and services to afford those individuals equal opportunity for participation in Dona Ana County sponsored meetings, events, or activities. Any request should be made to the Americans with Disabilities Act Coordinator, in writing, or by phone, as soon as possible prior to the event at which accommodation is needed. If you have any questions regarding examples of reasonable accommodation, please contact CRRUA at (575) 589-1075.

Spanish language interpretation services are now available upon request for participation in CRRUA sponsored meetings, events, or activities. Please contact the CRRUA office at (575) 589-1075, at least 48 hours prior to the event. Servicios de interpretacion en las juntas será disponible por petición. Por favor llame a la oficina de CRRUA al (575) 589-1075 por lo menos 48 horas por adelantado para pedir este servicio.

POSTED AT:

Filed in the office of the City Clerk on 12-6-2024

City Clerk, Sunland Park Motor Vehicle Division, Mercedes Grocer, CRRUA Office, City of Sunland Park Library, Sunland Park U.S. Post Office, Camino Real Regional Utility Authority, Santa Teresa U.S. Post Office, Ortega's Grocery, CRRUA Website

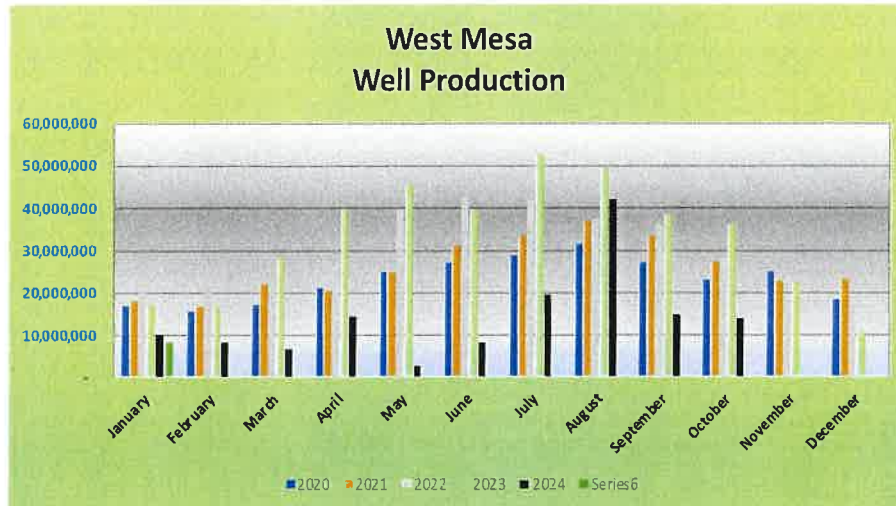
DIRECTOR'S REPORT

1. Colonias Infrastructure Project Fund CIF-6409: Wastewater Infrastructure: Vacuum Lift Station Replacement Resolution Approval and Budget Revision
2. NM Border Authority \$3.2M IGA for Santa Teresa Elevated Water Tank and Budget Revision
3. Robert Garza Professional Services Contract Renewal
4. NM Open Meeting Act Annual Approval – Review and discussion by the board is needed to direct Admin staff of new time.
5. USI – significant increase in insurance of approximately (\$144,000). Budget adjustment would be required to cover cost overrun.
6. Tank inspection completed by TIG.
7. Notice of violation for RAA arsenic going out for Industrial ATF.

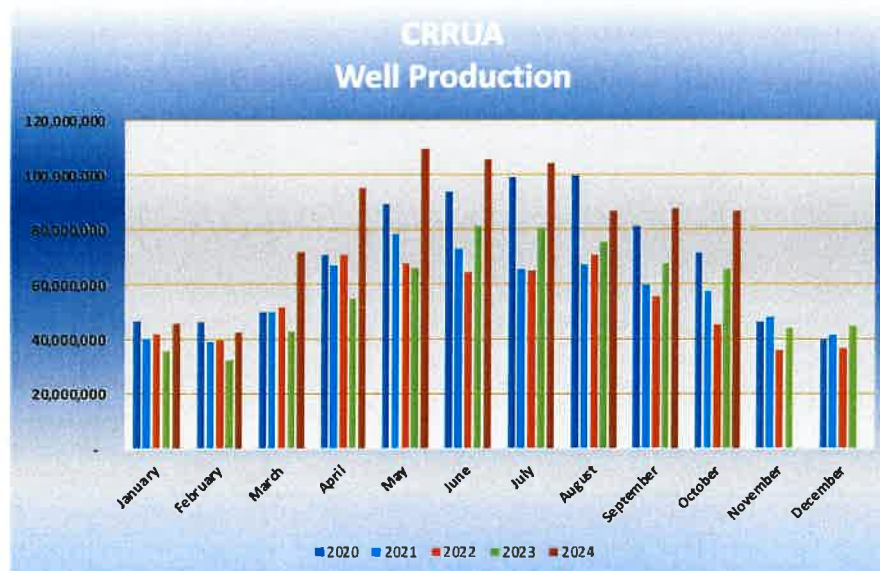
Monthly Report for October 2024

Water Systems

The **West Mesa** wells produced 14,036,361 gallons for the month of October compared to 2023 when wells produced 36,091,887 gallons



The **CRRUA** wells produced 86,711,382 gallons for the month of October compared to 2023 when wells produced 65,454,910 gallons.



Water Usage through Metron Water Meters per Month:

- **October 2023** – 24,573,782 gallons
- **October 2024** – 26,700,961 gallons

Water Line Repairs for the Month:

- (5) – 3/4" Service Lines (5693 Britain Dr., 308 First Dr., 101 Palo Verde Dr., 200 Valle Vista, #10 McNutt Rd.)
- (1) – 1" Service Line (107 Locust Ct.)
- (1) – 2" Service Line (5808 Sandpiper Dr.)
- (1) – 2" Main Line (Calle Morocco and Calle Madero)
- (1) – 4" Main Line (Calle Morocco and Calle Hidalgo)
- (2) – 6" Main Line (551 McNutt Rd. and Rio Bravo/Livingston Loop)

Arsenic Removal Facilities (January 22, 2001, EPA adopted a new standard for arsenic in drinking water of 10 ppb)

Sunland Park:

Arsenic results for the month:

- October 1, 2024 – 4.3 ppb
- October 22, 2024 – 6 ppb (NMED DWB Quarterly Compliance Sampling)

Industrial:

Arsenic results for the month:

- October 1, 2024 – 6.2 ppb
- October 22, 2024 – 6 ppb (NMED DWB Quarterly Compliance Sampling)

Santa Teresa Community System:

Arsenic results for the month:

- October 1, 2024 – 4.5 ppb
- October 22, 2024 – 5 ppb (NMED DWB Quarterly Compliance Sampling)

Santa Teresa Border Entry:

Arsenic results for the month:

- October 22, 2024 – 6 ppb (NMED DWB Quarterly Compliance Sampling)

Santa Teresa\Sunland Park Commercial\Industrial Water Meter

No large meters installed during the month of October.

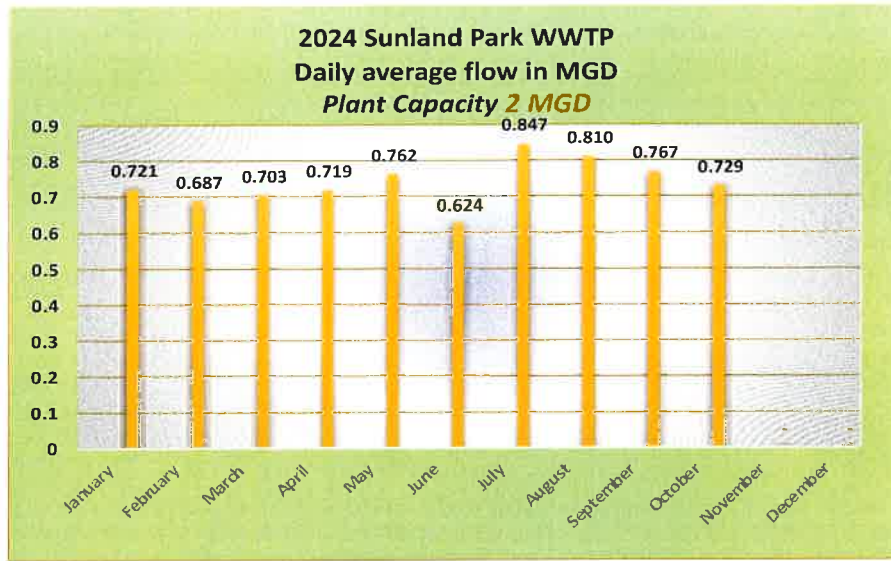
West Mesa WWTP

Total gallons treated for the month of September was 1,386,331 gallons and the average daily flow for the month was 44,720 gallons.



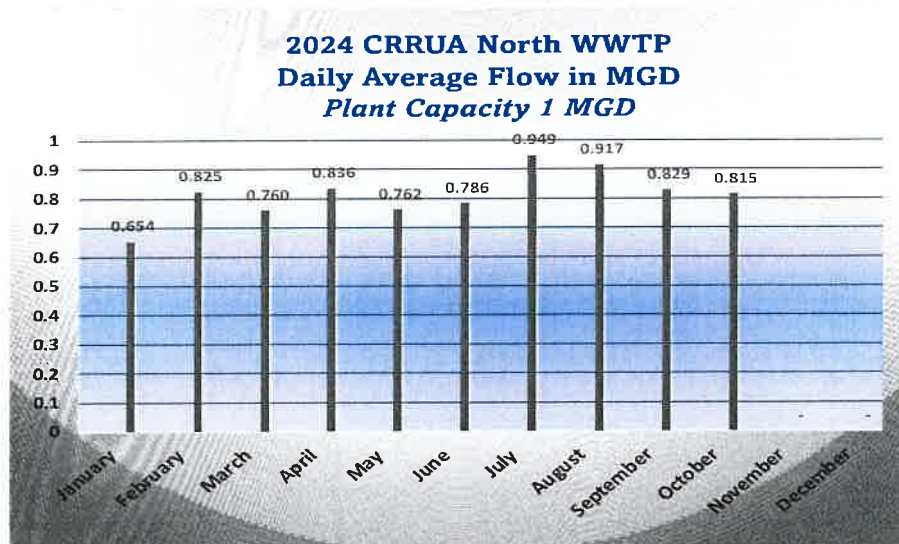
Sunland Park WWTP

Total gallons treated for the month of October was 22,586,000 and the average flow for the month was 728,581 gallons per day.



North WWTP

Total gallons treated during the month of October was 25,268,000 gallons and the average flow for the month was 815,097 gallons per day.



**The permit renewal was completed by Bridel for this facility and is under final review EPA and NMED Surface Water Bureau. CRRUA will then have to advertise the renewed permit to the public prior to final approval by EPA and NMED Surface Water Bureau.*

Santa Teresa Lagoon System (DP-1076)

Quotes for the closure has been submitted to convert quote into a Purchase Order and work will begin immediately after.

Wastewater Line Repairs for the Month:

- No Line Repairs were reported

Industrial Pretreatment Program

Bridel with the assistance of CRRUA staff began inspection and sampling of Industrial Systems this month. Facility completed this month was:

- **Franklin Mountain Packaging (FMP)**
 - Completed sampling of effluent
 - Submitted inspection report with some concerns
 - Added a second building with additional industrial functions
 - Working with FMP to get a permit drafted and sampling will be completed in December for this new addition
- **Georgia Pacific (GP)**
 - Completed sampling of effluent
 - Submitted inspection report with no issues
- **IHR Transload (IHR)**
 - Completed sampling of effluent
 - Submitted inspection report with some recommendations due to high temperature discharge

Bridel with the assistance of CRRUA staff will begin completing inspection of all new industries and will be requesting information from City of Sunland Park and Santa Teresa Border Industrial Association.

CRRUA should review the current Industrial Wastewater Ordinance No. 2013-01 and its supporting documents that provide funding for the program, guidance and enforcement.

NM Legislature Funding Project List and Progress (HB #2)

Equipment	Location	Status	Completion Projection
Bar Screen Channel to Dumpster	Sunland Park WWTF	Completed	Completed and installed in mid-October
Grit Pumps (2)	Sunland Park WWTF	Pumps Ordered	Pumps scheduled to be delivered in April
Grit Cyclone, Auger and Stand	Sunland Park WWTF	All quotes have been submitted	
Grit Pump Plumbing/Building rehab of Building	Sunland Park WWTF	All quotes have been submitted	
Kaesser Blower Rehab	North WWTF	Purchase Order issued	I and C Services has ordered the parts and should arrive in 6 to 8 weeks
Santa Teresa Lagoon Closure	DP - 1076	Quotes submitted and awaiting PO	I and C was the lowest quote and will begin work as soon as PO is submitted to them.
2 nd Duperon Bar Screen	North WWTF	Waiting for complete quotes which will include installation	
New 1 Meter Belt Press and Polymer Feed	West Mesa	Waiting for complete quotes which will include installation	

*These projects are being overseen by Bridel Facility Operations with the assistance of CRRUA staff.



November 1, 2024

Via First Class Mail and Email

Camino Real Regional Utility Authority
Attn: Juan Carlos Crosby, Executive Director
P.O. Box 429
Sunland Park, NM 88063
juancarlosc@donaanacounty.org

RE: Colonias Infrastructure Project No. CIF-6409; Wastewater Infrastructure; Vacuum Lift Station Replacement

Dear Mr. Crosby:

The Board of Directors of the New Mexico Finance Authority ("NMFA") met on October 31, 2024, to approve the final terms, structure, and conditions of Colonias Infrastructure Funding in the amount of \$1,971,905 to Camino Real Regional Utility Authority ("Authority") for its Wastewater Infrastructure Project. This action is a result of the Colonias Infrastructure Board recommendations approved on September 19, 2024.

The approved funding structure consists of a 10% loan in the amount of \$197,191, and a 90% grant in the amount of \$1,774,714. The loan component is a 20-year term at a net effective interest rate of .25% (0% interest rate with an administrative fee component of ¼ of 1%). The loan and grant are to be used by the Authority for construct/replacement of vacuum collection system to include the installation of two pre-packaged lift stations and approximately 4,200 lf of force main.

To secure the funding agreement for the award, the Authority must submit the following Readiness to Proceed items **no later than February 10, 2025**, by email only to Colonias@nmfa.net.

SUBMISSION OF READINESS TO PROCEED ITEMS

This funding is conditional, and the Authority must submit the following Readiness to Proceed ("RTP") items, as applicable, before the loan/grant agreement can be scheduled to close:

1. A monthly draw-down schedule of project expenditures, including Month and Year;
2. Verification of match in the amount of \$197,191;
3. Verification of complete and approved plan/specification;
4. Verification that right-of-way, easements, and permits have been secured;
5. Verification of increased revenues necessary to support loan debt (rate increase);
6. All contingencies must be satisfied **no later than February 10, 2025**; and
7. Any additional information requested by the Colonias Infrastructure Board or the NMFA Board.

Compliance with the RTP process is required to secure the funding for this project. To prevent any delays in securing the funding, please begin preparing the RTP information upon receipt of this notice. When all the RTP criteria have been submitted, outside counsel for NMFA will draft the funding agreement and will contact the Authority directly for closing arrangements.

As part of the technical oversight of Colonias Infrastructure Funds, the Authority may be required to submit project documentation (design and construction plans, contracts, bids, etc.), for review and/or approval.

Please contact me at Colonias@nmfa.net or (505) 992-9688 if you have any questions regarding the RTP information.

Sincerely,

Sharon J. Romero

Sharon Romero
Lead Program Administrator

cc: Mary DeAvila, CRRUA, maryd@donaanacounty.org
Tyler Hopkins, Bohannon Huston, thopkins@bhinc.com

**CAMINO REAL REGIONAL UTILITY AUTHORITY
RESOLUTION NO. _____**

WHEREAS, the governing body the Camino Real Regional Utility Authority, in Doña Ana County, State of New Mexico, has developed a budget revision attached hereto for the fiscal year 2024-2025; and

WHEREAS, said budget revision was developed on the basis of need of the Authority; and

WHEREAS, it is the majority opinion of this Board that the proposed budget revision meets the requirements as currently determined for the fiscal year 2024-2025.

NOW, THEREFORE BE IT RESOLVED that the governing body of the Camino Real Regional Utility Authority, in Doña Ana County, New Mexico, hereby adopts the budget revision attached hereto and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

RESOLVED in the Board Session this 10th day of December 2024.

CAMINO REAL REGIONAL UTILITY AUTHORITY

Javier Perea, Chair	For/Against
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Mario Juarez-Infante, P.E., Vice Chair	For/Against
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Hector Rangel, Board Member	For/Against
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Carlos Escarcega, P.E., Board Member	For/Against
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Mark Rodriguez, Board Member	For/Against
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Rene Molina, P.E., Board Member	For/Against
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Shannon Reynolds, Board Member	For/Against
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**STATE OF NEW MEXICO
NEW MEXICO BORDER AUTHORITY
ZH5077, ELEVATED ONE-MILLION GALLON WATER STORAGE TANK
PROJECT**

THIS AGREEMENT is made and entered into as of this 25 day of November, 2024, by and between the New Mexico Border Authority, 221 Pete V. Domenici Hwy, Santa Teresa, New Mexico, 88008, hereinafter called the “Department” or “NMBA”, and Camino Real Regional Utility Authority (CRRUA), a political subdivision of the state, hereinafter called the “Grantee”. This Agreement shall be effective as of the date it is executed by the NMBA.

RECITALS

WHEREAS, in the Laws of 2023, Chapter 210, Section 5, Paragraph 77, the Legislature made an appropriation to the Economic Development Department, and transferred funds to NMBA and making available to the Grantee pursuant to this Agreement; and

WHEREAS, the NMBA is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, the NMBA, pursuant to the Border Development Act, NMSA 1978, Section 58-27-10, has the authority to enter into grant agreements to facilitate economic development at international ports of entry and along the border region.

WHEREAS, the Grantee is a qualified entity authorized by a Joint Powers Agreement (JPA) entered in by the City of Sunland Park, New Mexico (“City”) and the County of Dona Ana, New Mexico (“County”) for the purpose to administrate and operate water and wastewater facilities in the City and certain designated areas of the County. The Entity has the authority to authorize public projects for the benefit of the Grantee and its Citizens; and

WHEREAS, the entity supports the planned project of the Santa Teresa Elevated Water Tank for the benefit of the Grantee and its Citizens; and

WHEREAS, the NMBA has sponsored the planning and design of the Santa Teresa Elevated Water Tank to benefit the grantee and its citizens; and

WHEREAS, the Grantee and the Governing Body are in full agreement with the NMBA to the following:

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

PROJECT NUMBER: ZH5077

APPROPRIATION AMOUNT: Three Million Two Hundred Thousand
(\$3,200,000.00)

APPROPRIATION REVERSION DATE: 30-JUN-2027

Laws of 2022, Chapter 53, Section 7, Paragraph 2, Three Million Two Hundred Thousand dollars (\$3,200,000.00), to plan, design and construct an elevated water storage tank in Santa Teresa in Dona County.

The Grantee's total reimbursements shall not exceed the appropriation amount of Three Million Two Hundred Thousand dollars (\$3,200,000.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

B. This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." The Grantee shall reference the Project's number in all correspondence with and submissions to the NMBA concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON NMBA'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the NMBA has issued and the Grantee has received a Notice of NMBA's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant

¹ The AIPP amount is "an amount of money equal to one percent or forty-four thousand five hundred dollars (\$44,500), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

² "Reimburse" as used throughout this Agreement includes NMBA payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the NMBA has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve of the transaction, the NMBA must approve of the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the NMBA may, in its discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

- (vi) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations) to the NMBA and the NMBA's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:
 - a. The Grantee shall submit to the NMBA one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
 - c. The NMBA may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the NMBA to reimburse Grantee's expenditures made on

or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 3.

- d. The date the NMBA sends, by mail or email, the Notice of Obligation is the date that the NMBA's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation and request the Third Party begin work.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee and the NMBA hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: Camino Real Regional Utility Authority
Name: Juan Carlos Crosby
Title: Executive Director
Address: 4950 McNutt, Sunland Park, NM 88063
Email: juancarlos@donaanacounty.org
Telephone: o 575.589-1075; c 575.332-1940

Department: New Mexico Border Authority
Name: Gerardo Fierro
Title: Executive Director
Address: 221 Pete V. Domenici Hwy, Santa Teresa, NM 88008
Email: gerardo.fierro@nmba.nm.gov
Telephone: 575.589.6501
FAX: 575.589.6499

The Grantee and the NMBA agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by facsimile,

email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the NMBA. It shall terminate on June 30, 2025 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be "expended" on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to "encumber" the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are "expended" and an "expenditure" has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* "expended" and an "expenditure" has *not* occurred as of the date they are "encumbered" by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, conflicts of interest.

Either the NMBA or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the NMBA or the State of New Mexico in the event of Early Termination of this Agreement by the NMBA pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term “non-appropriate” or “non-appropriation” includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to Article I and, if that occurs, the NMBA shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, as of the effective date of the law making the non-appropriation. The NMBA’s decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the NMBA or the State of New Mexico in the event of Early Termination of this Agreement by the NMBA pursuant to Article V(B).

C. Limitation on NMBA’s Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the NMBA’s sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The NMBA may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the NMBA; and
- (ii) The NMBA is, upon the date the Grantee receives written notice given by the NMBA, suspending issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The NMBA may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the NMBA’s sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the NMBA informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the NMBA will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the NMBA chooses, in its absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the NMBA may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the NMBA and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Paper Periodic Reports

In order that the NMBA may adequately monitor Project activity, the Grantee shall submit to the NMBA Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the NMBA. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit 1. The NMBA shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Periodic Report format or content.

The Paper Periodic Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the NMBA and ending upon the submission of a Paper Final Report for the Project. The NMBA may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days' advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

B. Paper Final Report

The Grantee shall submit to the NMBA and the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the NMBA and contain such information as the NMBA may require. The Periodic and Final Report form is attached hereto as Exhibit 1. The NMBA shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

C. Paperless Reporting

In addition to the paper reports described in subparagraphs A and B of this Article, the Grantee shall report periodic and final Project activity by entering such Project information as the NMBA and the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. The NMBA shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report on a paperless basis. The Paperless Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the NMBA and ending upon the submission of a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

D. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the NMBA may (i) request such additional information regarding the Project as it deems necessary and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the NMBA. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this Article VIII.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 2. Payment requests are subject to the following procedures:

- (i) The Grantee must submit one original and one copy of each Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the NMBA, in its discretion, agrees to do so and in accordance with any special conditions imposed by the NMBA.
- (iii) In cases where the Grantee is submitting a Request for Payment to the NMBA based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5)

business days from the date of receiving reimbursement from the NMBA or such shorter period of time as the NMBA may prescribe in writing.

B. Deadlines

Requests for Payments shall be submitted by Grantee to the NMBA on the earlier of:

- (i) Twenty (20) days from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

C. The Grantee's failure to abide by the requirements set forth in Article II herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The NMBA has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations. The NMBA's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the NMBA due to Grantee's violation of this Agreement.

**ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS:
REPRESENTATIONS AND WARRANTIES**

A. The following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
- (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract

work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."
- (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the NMBA's express, advance, written approval.
- (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- (i) The Grantee has the legal authority to receive and expend the Project's funds.
- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified

- as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
 - (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all sub awards, including subcontracts, loans and cooperative agreements. All sub recipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the NMBA shall prescribe.

C. The Grantee shall make all Project records available to the NMBA and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the NMBA determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the NMBA for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and NMBA concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges and agrees that Grantee shall include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

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

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made

available under this Agreement and (ii) entered into after the effective date of this Agreement:

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

Grantee hereby waives any rights to assert an impairment of contract claim against the NMBA or the State of New Mexico in the event of Early Termination of this Agreement by the NMBA.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

- A. Throughout the term of this Agreement, Grantee shall:
1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
 2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 3. timely submit all required financial reports to its budgetary oversight agency (if any); and
 4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the NMBA may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

available under this Agreement and (ii) entered into after the effective date of this Agreement:

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

Grantee hereby waives any rights to assert an impairment of contract claim against the NMBA or the State of New Mexico in the event of Early Termination of this Agreement by the NMBA.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

- A. Throughout the term of this Agreement, Grantee shall:
1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
 2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 3. timely submit all required financial reports to its budgetary oversight agency (if any); and
 4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the NMBA may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the NMBA. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the NMBA's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to the NMBA funds subject to the condition(s); and (vi) the NMBA's obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the NMBA.

GRANTEE



Signature of Official with Authority to Bind Grantee

By: Juan Carlos Crosby

Its: Executive Director, Camino Real Regional Utility Authority

12/03/2024

Date

NEW MEXICO BORDER AUTHORITY

By: Gerardo Fierro

Its: Executive Director

Date

*Authorized by majority vote of the Board of Directors
of the New Mexico Border Authority during a public Zoom
meeting held November 15, 2023, in Santa Teresa, New Mexico*

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
PAPER PERIODIC/FINAL REPORT
EXHIBIT 1**

☐ **PERIODIC REPORT** ☐ **FINAL REPORT**

Grantee: _____

Project Number: _____ **Reporting Period:** _____

1. Please provide a detailed status of project referenced above.

A. Third Party Obligations

Purchase Order or Contract # _____

Name of Contractor or Vendor: _____

Amount of Third Party Obligation: _____

Date Executed: _____

Termination Date: _____

B. Project Phase

Bonds Sold ☐ Plan/Design ☐ Bid Documents ☐ Construction ☐
(provide anticipated date of commencement and completion for each phase)

2. Grant Amount adjusted for AIPP if applicable: _____

Total Amount of all Notices of Obligation to Reimburse: _____

Total Grant Amount Expended by Grantee to Date: _____

Grant Balance as of this Date: _____

Amount of Other Unexpended Funding Sources: _____

☐ **PERIODIC REPORT**

I hereby certify that the aforementioned Capital Grant Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

☐ **FINAL REPORT**

I hereby certify that the aforementioned Capital Grant Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements.

Grantee Representative/Title

Date

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 2**

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____
B. Address: _____
Complete Mailing, including Suite, if applicable

City State Zip
C. Phone No: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A. Grant Amount: _____
B. AIPP Amount (If Applicable) _____
C. Funds Requested to Date: _____
D. Amount Requested this Payment: _____
E. Grant Balance: \$0.00
F. ☐ GF ☐ GOB ☐ STB (attach wire if 1st draw)
G. Payment Request No. _____

III. Fiscal Year Expenditure Period Ending:
(check one)

(Jan-Jun) ☐ Fiscal
(Jul-Dec) ☐ Year

IV. Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer

Printed Name _____
Date: _____

SWORN TO AND SUBSCRIBED
before me on this _____ day
of _____, 20____

Notary Public _____
My Commission expires _____

Grantee Representative

Printed Name _____
Date: _____

SWORN TO AND SUBSCRIBED
before me on this _____ day
of _____, 20____

Notary Public _____
My Commission expires _____

(Department Use Only)

Vendor Code: _____
Loc No.: _____

Fund No.: _____

Division Fiscal Officer	Date
I certify that the Grantee financial and vendor file information agree with the above submitted information.	

Division Project Manager	Date
I certify that the Grantee records and related appropriation laws agree with the above submitted information.	

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 3**

DATE: _____

TO: **Grantee Representative:** _____

FROM: **NMBA Representative:** _____

SUBJECT: **Notice of Obligation to Reimburse Grantee**

Project Number: _____

As the designated representative of the NMBA for Grant Agreement number 15-1041 entered into between Grantee and the NMBA, I certify that the Grantee has submitted to the NMBA the following third party obligation executed, in writing, by the third party's authorized representative:

Third Party Obligation (includes purchase orders and contract) #: _____
Vendor or Contractor: _____

Third Party Obligation Amount: _____
Termination Date: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount adjusted for AIPP if applicable: _____

The Amount of this Notice of Obligation to Reimburse: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Reimburse as of this Date:

NMBA Representative: _____

Title: _____

Signature: _____

Date: _____



Garza & Associates, LLC

Proposal for Professional Services

CRRUA

4700 McNutt Road

Sunland Park, NM 88008

PROPOSAL FOR CONTINUED

**Consulting Services to Expedite and
Implement Special Projects**

Dec 02, 2024

INTRODUCTION

I am pleased to submit a proposal to provide consulting services to expedite and implement special projects for the Camino Real Regional Utility Authority (CRRUA). CRRUA continues to transform the utility to a state-of-the-art public utility and bring alignment with modern and responsible management practices.

Garza & Associates provided professional services in 2024 to assist with these challenges. This proposal is presented to enable a continuation of these services and support.

The administration of CRRUA is challenged to implement improvements and changes in policy, strategy, and compliance due to limited time availability. The use of an external consultant to help undertake special projects to meet the growing needs of the organization is needed. Since the specific needs of the organization change from day to day, the scope of this proposal is broad but inclusive.

This proposal will provide you with details to consider Garza & Associates, LLC for these services.

ACTIVITIES / SERVICES

Garza & Associates will comply with all applicable laws, rules, regulations, and contract provisions. Complete and transparent practices and processes will be used to undertake the services contemplated by this proposal.

- Special Projects will be defined by the CRRUA Board of Directors or the Executive Director on an as needed basis.
- Special Projects may include policy development, policy evaluation, strategy development, special development agreements, compliance reports, fee and charges assessments, owner representative for rate change activities, development of S.O.P's, organizational reviews and assessments, performance standard development, and other administrative support services.
- Consultant will coordinate proposals and policies with appropriate agencies including Dona Ana County, City of Sunland Park, or others as needed.
- This proposal also includes an on-call provision to ensure the consultant is available at all times to assist, guide, advise, and address on-going issues or problems associated with CRRUA's management and strategies.
- The consultant will draft board resolutions and attend their meeting to explain reports, proposals, and recommendations.

TIMELINE

The services under this contract will be on an as-needed basis. Each Special Project will have a unique timeline. The services under this contract will be in place for the calendar year 2025 with the option to renew for additional terms if mutually desirable.

CONTRACT CONDITIONS

- The consultant will be an independent contractor.
- Consultant will work under a "fee for service" agreement for any work completed.
- The Consultant will provide the required services for CRRUA through private office and associated communication outlets. CRRUA will not provide office space, computers, telephone or other amenities except for conference or meeting space for scheduled staff and board interaction as needed.
- There are no set working days or hours of operation for these services.

BILLING

Monthly invoices for fees and expenses will be submitted. We will only bill for completed work in accordance with the fee schedule provided and for the units of work completed as of the invoice date. Invoices are due and payable upon receipt.

COST PROPOSAL

Item	Service Description	Unit Cost
1	Special Project Services	\$150/Hr
2	Mileage for CRRUA Services	\$0.67/Mile
3	Reimbursement for Out of Pocket Costs	TBD
4	On-Call Support Services	\$300 /Week
	Subtotal	\$60,000
	NMGRT	8.0625%
	Total	TBD



City of Sunland Park/Doña Ana County Joint Utility Authority
Gadsden Independent School District Board Room
4700 McNutt Sunland Park, New Mexico

December 09, 2024
Meeting Date

Agenda Item Number

APPROVE A CONSULTING SERVICES CONTRACT WITH GARZA & ASSOCIATES, LLC TO EXPEDITE AND IMPLEMENT SPECIAL PROJECTS FOR CALENDAR YEAR 2025 IN AN AMOUNT NOT TO EXCEED \$60,000.

This resolution enables the continuation of services with Garza & Associates, LLC to expedite and implement special projects for calendar year 2025. Garza & Associates provided professional services in 2024 to assist with these challenges. This proposal is presented to enable a continuation of these services and support.

1. Proposed scope of work

The cost for services under this contract are not to exceed \$60,000.

Deadline for return of document/s? Yes, return by: _____ or No

Camino Real Regional Utility Authority
Resolution _____

RESOLUTION TO APPROVE A CONSULTING SERVICES CONTRACT WITH GARZA & ASSOCIATES, LLC TO EXPEDITE AND IMPLEMENT SPECIAL PROJECTS FOR CALENDAR YEAR 2025 IN AN AMOUNT NOT TO EXCEED \$60,000.

WHEREAS, CRRUA continues to transform the utility to a state-of-the-art public utility and bring alignment with modern and responsible management practices, and

WHEREAS, Garza & Associates provided professional services in 2024 to assist with these challenges, and

WHEREAS, this resolution is presented to enable a continuation of these services and support, and

WHEREAS, the CRRUA Board of Directors has the authority to approve, amend, and extend contracts for these services, and

WHEREAS, a scope of services has been presented for review and consideration.

NOW THEREFORE, BE IT RESOLVED by the governing body of the Camino Real Regional Utility Authority of Doña Ana County, State of New Mexico, that the contract for professional services with Garza & Associates in an amount not to exceed \$60,000 is hereby passed, approved, and adopted.

Resolved in the CRRUA Board session on this _____ day of December 2024.

**Camino Real Regional Utility
Authority, Dona Ana County,
New Mexico**

**Board Chair Javier Perea
For/Against**

**Vice-Chair Mario Infante-Jaurez
For/Against**

Board Member Shannon Reynolds
For/Against

Board Member Rene Molina
For/Against

Board Member Hector Rangel
For/Against

Board Member Mark Rodriguez
For/Against

Board Member Carlos Escarcega
For/Against

Attest:

Camino Real Regional Utility Authority
Juan Crosby

CAMINO REAL REGIONAL UTILITY AUTHORITY

RESOLUTION NO.

RESOLUTION ESTABLISHING THE OPEN MEETINGS POLICY OF THE CAMINO REAL REGIONAL UTILITY AUTHORITY (“AUTHORITY”)

WHEREAS, the Open Meetings Act NMSA 1978 § 10-15-1 (B), states that except as may be otherwise provided in the Constitution or the provisions of the Open Meetings Act, all meetings of a quorum of the members of any board, council, commission, administrative adjudicatory body or other policy making body of any state, political subdivision, county or municipal authority or public agency held for the purpose of formulating public policy, discussion of public business or for the purpose of taking any action within the authority of or the delegated authority of such body, are declared to be public meetings open to the public at all times; and

WHEREAS, the Camino Real Regional Utility Authority (“Authority”) created jointly by Doña Ana County and the City of Sunland Park, pursuant to the Joint Powers Act (§ 11-1-1 et seq. NMSA), is a local governmental entity and public body subject to the Open Meetings Act; and

WHEREAS, any meetings subject to the Open Meetings Act at which the discussion or adoption of any proposed resolution, rule, regulation, or formal action occurs shall be held only after reasonable notice to the public; and

WHEREAS, §10-15-1 (D) of the Open Meetings Act requires the Authority as a public body to determine at least annually what constitutes reasonable notice of its public meetings, and the Authority wishes to enact a resolution setting and announcing its public meeting notice policy.

NOW THEREFOR, IT IS HEREBY RESOLVED by the Authority, that:

1. Unless otherwise posted, all meetings of the Authority’s Board (“Board”) shall be held at the City of Sunland Park Council Chambers, 4700 McNutt Rd., Sunland Park, NM 88063.
2. Unless otherwise posted, regular meetings of the Board shall be held on the second Monday of each month at _____. Notice of the regular meeting’s Agenda shall be available in English and Spanish at least seventy-two (72) hours prior to the meeting. The Agenda shall be posted pursuant to the provisions of Paragraph 4. Work sessions and special meetings may be called at the discretion of the Chair or upon the request of two board members.
3. Emergency meetings will be called only under unforeseen circumstances which demand immediate action to protect the health, safety, and property of citizens or to protect the Authority from substantial financial loss. Emergency meetings may be called by the Chair or two of the board members upon twenty-four (24) hours notice, unless threat of personal injury or property damage requires less notice. Notice of emergency meetings shall be posted pursuant to the provisions of Paragraph 4. Within ten (10) days of taking action on an emergency matter, the

public body shall report to the Attorney General's Office the action taken and the circumstances creating the emergency.

4. Notice requirements are met if the notice, time, place, and agenda are posted wherever public notices are displayed at the Office of the Authority (4700 McNutt Road, Sunland Park, New Mexico), City of Sunland Park City Hall (1000 McNutt Road, Sunland Park, New Mexico), City of Sunland Park Motor Vehicle Division (880 McNutt Road, Sunland Park, New Mexico) City of Sunland Park Community Library (984 McNutt Road, Sunland Park, New Mexico) US Post Office (3500 McNutt Road, Sunland Park, New Mexico) Mercedes Grocery Store (3875 McNutt Road, Sunland Park, New Mexico), and US Post Office (5290 McNutt Road, #211, Santa Teresa, New Mexico).

5. Consistent with the Americans with Disabilities Act, all notices are to be made available in alternative formats and shall include the following language:

"If you are an individual with a disability who is in need of a reasonable accommodation to attend or participate in any Authority hearing or meeting open to the public, please contact the Authority's American's with Disabilities Act Coordinator at least seventy-two (72) hours prior to the meeting, or as soon as possible. Public documents, including the Agenda and Minutes, can be provided in various accessible formats. The Authority's Americans with Disabilities Act Coordinator may be contacted at:"

4700 McNutt Rd.
Sunland Park, NM 88063
(575) 589-1075(voice)
Fax (575) 589-1185(TTY)

6. The Authority may close a Board meeting to the public if the subject matter of such discussion or action is exempt from the open meetings requirement under § 10-15-1 (H) of the Open Meetings Act, which may involve discussions relating to: licensing; limited personnel matters; administrative adjudication deliberations; collective bargaining; certain purchases; litigation and attorney-client privileged communications; real property and water rights; and strategic planned and long-range business plans or trade secrets by a public hospital board.

A. If a meeting is closed to the public during a duly noticed upon meeting, such closure shall be approved by a majority vote of a quorum of the Board taken during the open meeting. The authority for the closure and the subjects to be discussed shall be stated with reasonable specificity in the motion for closure. The motion may cross reference the printed Agenda, provided the items to be discussed in closed session are listed with reasonable specificity. The vote of each individual member regarding closure

of the meeting shall be recorded in the minutes. Only those subjects specified in the motion may be discussed in a closed meeting.

B. If the decision to hold a closed meeting is made when the Board is not in a duly noticed open meeting, the closed meeting shall not be held until public notice, appropriate under the circumstances, stating the specific provision of law authorizing the closed meeting and the subjects to be discussed with reasonable specificity is given to the members and to the general public.

C. Following completion of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion or notice for closure.

7. Board Members shall attend all meetings of the Authority.

APPROVED AND ADOPTED on this 9th day of December 2024.

CAMINO REAL REGIONAL UTILITY AUTHORITY

**Camino Real Regional Utility
Authority, Dona Ana County,
New Mexico**

**Board Chair Javier Perea
For/Against**

**Vice-Chair Mario Infante-Jaurez
For/Against**

**Board Member Shannon Reynolds
For/Against**

**Board Member Rene Molina
For/Against**

**Board Member Hector Rangel
For/Against**

**Board Member Mark Rodriguez
For/Against**

**Board Member Carlos Escarcega
For/Against**

Attest:

**Camino Real Regional Utility Authority
Juan Crosby**

CAMINO REAL REGIONAL UTILITY AUTHORITY
City of Sunland Park/Doña Ana County Joint Utility Authority
Location: City of Sunland Park – Council Chambers
1000 McNutt Rd, Sunland Park, NM 88063
Board Meeting
November 18, 2024
5:30 pm

MINUTES

A Special Meeting of the Camino Real Regional Utility Authority was held on Monday, November 18, 2024, at 5:30 p.m. at the City of Sunland Park Council Chambers at 1000 McNutt Road in Sunland Park, New Mexico 88063.

PRESENT

Vice Chair Mario Juarez-Infante
Mr. Rene Molina
Mr. Hector Rangel
Mr. Mark Rodriguez
Mr. Carlos Escarcega

ALSO PRESENT

Mr. Juan Carlos Crosby, CRRUA Executive Director
Mr. David Espinoza, CRRUA Assistant Executive Director
Mr. Jaime Ramirez, CRRUA Meter Specialist
Mr. Ernie Carranza, WW Specialist
Mr. Eric Lopez, Bridel Facility Ops
Mr. Udell Vigil, Media Services

1. CALL TO ORDER

Vice Chair Mayor Mario Juarez-Infante called the meeting to order at 5:30 pm.

2. PLEDGE OF ALLEGIANCE

Vice Chair Mario Juarez-Infante led the audience in the pledge of allegiance.

3. ROLL CALL AND DETERMINATION OF QUORUM

Mr. David Espinoza, CRRUA Assistant Executive Director called roll call. A quorum was present.

4. CHANGES AND APPROVAL OF THE AGENDA

No changes

5. PUBLIC COMMENTS: No Public Comment.

6. STAFF COMMENTS & ANNOUNCEMENTS

Mr. Juan Carlos Crosby, CRRUA Executive Director updated the board members and the public present on the special appropriation from the state for the Sunland Park wastewater treatment repairs, vacuum lift station system, draft development standards, Anapra/Riverside service disruptions, additional funding from the NMBA for the Santa Teresa elevated water tank.

7. BOARD COMMENTS

Mr. Mark Rodriguez remarked that due the lack of constituents attending meeting maybe things have started improving.

Vice Chair Mario Juarez-Infante informed about presentation in August for a community liaison committee and constituents interested could participate. He also thanked Udell and asked if he could give copy to Mr. Rubalcava, Sunland Park IT.

8. PRESENTATIONS & REPORTS

- A. BRIDEL FACILITY MONTHLY REPORT. PRESENTATION BY: ERIC LOPEZ, BRIDEL SERVICES. Mr. Eric Lopez, Bridel Facility Operations presented to the board members and the public present the operations monthly report of the CRRUA water and wastewater system.

9. CONSENT AGENDA: THE BOARD WILL BE ASKED TO APPROVE BY ONE MOTION THE FOLLOWING ITEMS OF RECURRING OR ROUTINE

- A. APPROVAL OF CRRUA NOVEMBER 18, 2024, MEETING MINUTES.
- B. APPROVAL OF NM SPECIAL APPROPRIATION 24-Z15045, \$5,000,000 FOR WASTEWATER TREATMENT SYSTEM FOR INCLUSION IN BUDGET.
- C. APPROVAL OF COLONIAS INFRASTRUCTURE PROJECT FUND CIF-6409 SUNLAND VACUUM LIFT STATION REPLACEMENT \$1,971,905.
- D. APPROVAL OF IMPLEMENTATION OF COST-OF-LIVING INCREASE ADJUSTMENT THAT WAS APPROVED IN FY25.
- E. APPROVAL OF AN AMENDMENT TO THE ON-CALL AND STANDBY PROVISIONS (INCREASE FROM \$8/DAY TO \$30/DAY STANDBY TIME).
- F. APPROVAL TO ADJUST TASK ASSIGNMENT FROM 5% TO 10% TO MATCH DONA ANA COUNTY'S TASK ASSIGNMENT.
- G. APPROVAL OF AUGUST AND OCTOBER 2024 BILLING ADJUSTMENT REPORT AS RECOMMENDED BY THE EXTERNAL AUDITORS.

Mr. Mark Rodriguez moved to approve consent agenda; the motion was seconded by Mr. Hector Rangel. The motion carried a 7-0 vote.

Vice-Chair Mario Juarez-Infante	aye
Mr. Mark Rodriguez	aye
Mr. Hector Rangel	aye
Mr. Rene Molina	aye
Mr. Carlos Escarcega	aye

10. ADJOURNMENT

Vice Chair Mario Juarez-Infante moved to adjourn the Camino Real Regional Utility Authority meeting with no objections.

The meeting adjourned at 6:10 PM.

APPROVED AND ADOPTED on this day of 2024.

CAMINO REAL REGIONAL UTILITY AUTHORITY

Mayor Javier Perea, Chair

Mario Juarez-Infante, Vice-Chair

Shannon Reynolds, Board Member

Rene Molina, Board Member

Hector Rangel, Board Member

Carlos Escarcega, Board Member

Mark Rodriguez, Board Member

Attest:

Camino Real Regional Utility Authority

Juan Crosby

NOVEMBER 2024 BILLING ADJUSTMENTS

[illegible]

Sun River Estates

Average Lot Size 32,000 SqFt

Number of Lots 56

Resolution approving an exemption request to install conventional septic system for Sun River Estates a proposed 56 Subdivision located on Frontera and Girl scout Ln in Sunland



Park, NM. Development Represented by Roberto Talamas.

LAND USE		GENERAL
	FT 2	ACRES
TOTAL SURFACE	2,583,191.55	59.30
LOTS AREA	2,021,119.60	46.40
RESIDENTIAL	2,021,119.60	
PRIVATE PROPERTY	90,450.25	2.08
GREEN AREA	40,081.62	0.92
SERVICE STREET	8,117.27	0.19
STREETS	423,422.81	9.72
No. Lots		56

Site Map



(Click Link for Access to Wastewater Ordinance 2011-02)

Related CRRUA Wastewater Ordinance Section 6 & 7

Section 6. Mandatory Connection.

When, as set forth in Sections 3 and 5 above, it has been determined by the Camino Real Regional Utility Authority Board of Directors that a particular system or service area shall be subject to this Ordinance, the following provisions apply:

A. Except as herein provided for in Section 7: "Mandatory Connection Exceptions," it shall be mandatory for owners of buildings and facilities which produce wastewater and are located within three hundred (300) feet of a wastewater line to connect to the Regional Authority System.

Section 7. Mandatory Connection Exceptions.

A. Any building, which meets the following Regional Authority criteria, may be exempt from mandatory connection to a Regional Authority System upon application for exemption and approval by the Regional Authority:

1. Any building located farther than three hundred (300) feet from a connection with the Regional Authority system;

2. Access to the Regional Authority system is not available due to insufficient grade or right-of-way limitation. If a property is located near a sewer line but cannot flow by gravity into the sewer line, the property owner, at their expense, may be required to install a grinder pump system;

3. An officially declared moratorium to new connections to the system;

4. A claim for exemption based upon a clearly demonstrated hardship, which must be of such exceptional circumstances that no alternative is available. This exemption may include a recent installation of a septic system on a property prior to service becoming available; such an exemption, however, will not be automatic and will be for only a period of time as determined by the Regional Authority.

B. All buildings declared exempt from connecting to a Regional Authority wastewater system must have an approved on-site wastewater disposal system, which is in compliance with applicable local, state and federal regulations.

CRRUA Wastewater Ordinance Section 8

Section 8. Regional Authority Rules and Regulations.

The Board of Camino Real Regional Utility Authority shall have the authority to set or to modify by subsequent resolution, rule, regulation, or ordinance such standards, specifications and policies, additional service areas, rates, expansion, line extension and line sizes and other charges, conditions of service and/or other matters, as may be deemed necessary, or deemed in the Regional Authority's best interests, for the establishment, construction, expansion and maintenance and operation of the Regional Authority Wastewater Systems. Attached hereto and titled "Camino Real Regional Utility Authority Wastewater Rules and Regulations" is the present set of such Rules and Regulations, which are incorporated herein and made a part of this Ordinance and shall be effective with the effective date of this Ordinance.

Board Options

1. Deny Variance Request and allow no deviation from CRRUA Ordinance Standards with Terms and Conditions.
2. Approve deviation to standard and allow conventional septic, subject to NMED Approval.
3. Require Development to provide sewer to system for those lots that can be gravity fed.

CAMNO REAL REGIONAL UTILITY AUTHORITY

City of Sunland Park/Dofia Ana County Joint Utility Authority
Gadsden Independent School District Board Room
4700 McNutt Sunland Park, New Mexico

CRRUA
Initiating Department

December 09, 2024
Meeting Date

Juan Crosby
Contact Person

Agenda Item Number

TITLE OF AGENDA ITEM TO BE CONSIDERED

RESOLUTION APPROVING AN EXEMPTION REQUEST TO INSTALL A CONVENTIONAL SEPTIC SYSTEM FOR SUN RIVER ESTATES, A PROPOSED 56 SUBDIVISION LOCATED ON FRONTERA AND GIRL SCOUT LN IN SUNLAND PARK, N.M.

SUNMARY OF ITEM TO BE CONSIDERED INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REOUESTED

This resolution enables the CRRUA Board of Directors to consider an exemption from the Wastewater Ordinance. CRRUA's wastewater ordinance requires public sewer services for any structure constructed within 300 feet from the regional authority's system. Some but not all the proposed Sun River Estates Subdivision are within 300 feet. The Developer's representative has expressed a desire to use on-site septic systems for their development as they believe complying with the Ordinance to be onerous and costly.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

1. Sun River Estates Plat of Survey and Development Summary
2. Excerpts from the CRRUA Wastewater Ordinance:
Section 6 – Mandatory Connection
Section 7 – Mandatory Connection Exemptions
Section 8 – Regional Authority Rules and Regulations
3. **Board Options:** Vote "Yes" and approve the exemption subject to NMED approval
Vote "No" and deny the exemption request and require compliance with standards
Vote "to amend" and require a partial or conditional exemption

SUMMARY OF FINANCIAL IMPACT

There are no immediate costs to CRRUA if approved. Potential long-term costs could result if the private systems fail or future residents petition for investment in alternative public sewer improvements.

DOCUMENT CONTROL

Original/s for signature? Yes No For Recording? Yes No

Return original/s to: _____ Dept.

Send copy of recorded original/s (resolution and ordinances only) to: _____ Name _____ Dept.

Deadline for return of document/s? Yes, return by: _____ or No

Camino Real Regional Utility Authority
Resolution _____

RESOLUTION APPROVING AN EXEMPTION REQUEST TO INSTALL A CONVENTIONAL SEPTIC SYSTEM FOR SUN RIVER ESTATES, A PROPOSED 56 SUBDIVISION LOCATED ON FRONTERA AND GIRL SCOUT LN IN SUNLAND PARK, N.M.

WHEREAS, CRRUA has a Wastewater Ordinance which requires connection to the public sewer system when a new structure is proposed within 300 feet of existing sewer services, and

WHEREAS, the developer of the proposed Sun River Estates, a residential development containing 58 half acre lots, is requesting an exemption from the mandatory connection requirement due to the low elevation of the undeveloped land and the resulting grade to sewer connections, and

WHEREAS, Section 7 of the wastewater ordinance provides for exemptions to the connection standard if proposed structures are further than 300 feet or if access to the public sewer system is not available due to insufficient grades which then requires alternative improvement requirements, and

WHEREAS, only some of the lots in the proposed subdivision are within the required distance and the remaining lots are at a lower elevation making gravity sewer services difficult, and

WHEREAS, the CRRUA Board of Directors has the authority to set or modify, by resolution, the terms and conditions for a specific location if it deems necessary for the best interests of the utility, and

WHEREAS, the New Mexico Environment Department has the sole authority to grant the approval for such residential septic systems and their approval must be attained as a condition of this Resolution, and

WHEREAS, the CRRUA Board of Directors can either approve this exemption (by a positive vote), modify the terms (i.e. require the lots that can achieve gravity disposal to connect), or deny (by a negative vote) the resolution and exemption from CRRUA standards, and

WHEREAS, this resolution is presented to enable the CRRUA Board of Directors to provide direction and guidance on the requested exemption.

NOW THEREFORE, BE IT RESOLVED by the governing body of the Camino Real Regional Utility Authority of Doña Ana County, State of New Mexico, that an exemption request to install a conventional septic system for Sun River Estates, a proposed 56 subdivision located on Frontera and Girl Scout Ln in Sunland Park, N.M. is hereby passed, approved, and adopted.

Resolved in the CRRUA Board session on this 9th day of December 2024.

Camino Real Regional Utility
Authority, Dona Ana County,
New Mexico

Board Chair Javier Perea
For/Against

Vice-Chair Mario Infante-Jaurez
For/Against

Board Member Shannon Reynolds
For/Against

Board Member Rene Molina
For/Against

Board Member Hector Rangel
For/Against

Board Member Mark Rodriguez
For/Against

Board Member Carlos Escarcega
For/Against

Attest:

Camino Real Regional Utility Authority
Juan Crosby