



*Doña Ana Mutual Domestic Water Consumers Association
Mailing Address: P.O. Box 866 • Doña Ana, NM • 88032
Physical Address: 5535 Ledesma Dr • Las Cruces, NM 88007
(575) 526-3491 Office • (575) 526-9306 Fax*

Agenda

The following are the items for consideration at the Regular Board Meeting of the Doña Ana Mutual Domestic Water Consumers Association Board of Directors on June 16, 2016, convening at 9:00 a.m. at the Doña Ana Mutual Domestic Water Consumers Association Board Room 5535 Ledesma Dr., Las Cruces, NM 88007:

Call to Order & Roll Call

Approval of Agenda

Minutes:

1. Minutes of 06-02-2016 Regular Meeting

Approval of New Members & Meters

Customer Issues and Public Input

Public Input will be limited to 3 minutes per person

Board President Report

Staff Reports

2. Executive Director

New Business

None

Consent Agenda

None

Unfinished Business

3. Approval of Contract 6323693 for District 5 Water Project, Construction Administration & Observation to Souder, Miller & Associates
4. Approval of Contract 6324416 for Wastewater Vacuum Station Building Project, Construction Phase to Souder, Miller & Associates

Legal Update

5. Westmoreland case status
6. Moongate case status
7. General Legal Update

Board Open Discussion

Adjournment

A copy of this agenda may be requested by phone by calling (575) 526-3491 or in person at 5535 Ledesma Drive, Las Cruces, NM 88007.

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, if summary or other type of accessible format is needed, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact Edward Salomon at (575) 526-3491 on the Friday prior to the meeting or as soon as possible.



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The following are the minutes of the Regular Board Meeting of the Doña Ana Mutual Domestic Water Consumers Association Board of Directors, June 2, 2016, convened at 9:00 A.M. in the Doña Ana Mutual Domestic Water Consumers Association Board Room located at 5535 Ledesma Dr., Las Cruces, NM 88007:

Call to Order & Roll Call

President- Mr. Melton called the meeting to order at 9:00 A.M. and called roll:

Vice President- Jamie Stull, Present

Secretary/ Treasurer- Kurt Anderson, Present

Board Member- Raymond Ponteri, Present

Others in Attendance:

Executive Director- Jennifer Horton, Present

Approval of Agenda

Mr. Anderson moved to approve the agenda for the June 2, 2016 Regular Board Meeting as presented; the motion was seconded by Mr. Stull. The Chair called for discussion of the motion. The Chair called for a vote on the motion; the motion carried by roll call vote 4-0.

Minutes

Mr. Anderson moved to approve the Regular Board Meeting Minutes of May 19, 2016 as presented; the motion was seconded by Mr. Stull. The Chair called for discussion of the motion. President Melton corrected a few grammatical errors as well as adding a few

missed line items of importance with regard to the fiduciary responsibility of the Board Members. Mr. Anderson moved to approve the Regular Board Meeting Minutes of May 19, 2016 with the modifications; the motion was seconded by Mr. Stull. The Chair called for a vote on the motion; the motion carried by roll call vote 4-0.

New Members & New Meters

Mr. Anderson moved to approve the New Members and New Meters list as presented for May 2016; the motion was seconded by Mr. Stull. The Chair called for discussion of the motion: Executive Director Jennifer Horton advised there are twenty (20) names on the list consisting of thirteen (13) new members, six (6) new meters, and one (1) new sewer connection. The Chair called for a vote on the motion; the motion carried by roll call vote 4-0.

Customer Issues and Public Input

No Customer Issues or Public Input

Board President Report

Mr. Melton reported we successfully completed our public meetings with regard to the new rate study conducted by Carl Brown. Mr. Melton is surprised by the lack of public input.

Staff Reports

Executive Director

See Attachment A

New Business

No New Business

Unfinished Business

Mr. Anderson moved to approve Item Three (3) Approval of Construction Contract for District Five (5) Water System Improvement Project to General Hydronics; the motion was seconded by Mr. Ponteri. The Chair called for discussion of the motion. Mrs. Horton advised prior to entertaining the contract award to General Hydronics we have to identify that General Hydronics has donated to an unnamed political campaign. We do have to confirm these contributions did not go to any of our Board Members campaign. By roll call each Board Member confirmed zero campaign contributions from General Hydronics:

Ray Ponteri – No

Kurt Anderson – No

Jamie Stull – No

James Melton – No

Mrs. Horton recommends we award the contract with the exception of removing deduction number three (3) for demolition of the existing tank. We will recommend a rehabilitation of the tank as an alternative. The engineering estimate was around \$3.6 million and General Hydronics base bid came in at \$1,856,306.27. General Hydronics comes highly recommended from the City of Alamogordo; with references from Holloman Air Force Base included in the endorsements. Mr. Ponteri questioned what is the plan or reasoning for the rehabilitation of the existing tank instead of the demolition. Mrs. Horton explained the proposal is to reduce the size of the tank to around eighty (80) to one hundred (100) thousand gallons so that it can act as a buffer zone for water pressure. This will reduce the chance of blowing a main line in the event that the technology that controls the booster station was to fail. The worst case scenario of the technology failing would be an overflow of water from the tank instead of major destruction on ten (10) inch water lines and asphalt. Mr. Ponteri asked if this would assist with the pressure issues in the Coronado Ridge area. Mrs. Horton advised this will not assist with the pressure issues in Coronado Ridge; this

will resolve the issues on Picacho Mountain. The difficulty with Coronado Ridge is the development design of being fed water from the bottom up, instead of from the top down. If we turn the booster station pressure up too much to accommodate Coronado Ridge we will blow lines for everyone else. We do try to regulate the pressure as much as possible, but a few properties in Coronado Ridge will have to purchase their own personal pressure tank to add on to their systems. Mrs. Horton has provided these suggestions with references to the upset home owners, but there is nothing we can do about the lack of pressure at this time. This is a problem we inherited and are trying to resolve as best we can, but this strictly comes from the design element of the development. These homes sit too high above the existing tank. The Chair called for a vote on the motion; the motion carried by roll call vote 4-0.

Mr. Anderson moved to approve Item Four (4) Approval of Contract 6324372 for Fairview II Water System Improvement Project, Utility Locating Design Phase to Souder, Miller, and Associates as presented; the motion was seconded by Mr. Ponteri. The Chair called for discussion of the motion. Mrs. Horton explained this is to expose where utilities lie in order to finalize plans for the Fairview II Water System Improvement Project. We have called for utility location three (3) separate times, and have received three (3) different findings; as a result we have allotted digging at four (4) main points to locate the actual lines. This will prevent us from accidentally striking a hidden utility or discovering our lines do not fit where we have designed them to be installed. Costs for this are extremely minimal considering how exorbitant hitting a hidden line could be or become conscious of a lack of space; Souder, Miller, and Associates have proposed a total work plan price of \$4,963.00. The Chair called for a vote on the motion; the motion carried by roll call vote 4-0.

Mr. Anderson moved to approve Item Five (5) Approval of Contract 6323931 for Additional Construction Time for the Water System Improvement in the Railroad Right-

of-Way to Souder, Miller, and Associates as presented; the motion was seconded by Mr. Ponteri. The Chair called for discussion of the motion. Mrs. Horton explained the Railroad Project was originally slated to coincide with the Dona Ana School Road project; however we did not receive permits in time. This portion of the project was pulled. The costs and scope of work presented are consistent with what was originally scheduled with a request for an additional thirty (30) days for completion; thus resulting in a sixty (60) day project at a work plan cost of \$24,645.00. The Chair called for a vote on the motion; the motion carried by roll call vote 4-0.

Mr. Anderson moved to approve Item Six (6) Approval of Contract 6324321 for District 5 Wastewater Treatment Plant Improvement Project to Souder, Miller, and Associates as presented; the motion was seconded by Mr. Stull. The Chair called for discussion of the motion. Mrs. Horton clarified this is the project we have discussed at several meetings however each stage does need approval from the Board. This portion is for the approval to allow for the design of District 5 Wastewater Treatment Plant Improvement Project at a projected cost of \$288,149.00 through New Mexico Environment Grant Funding. These costs comprise the field survey and mapping, preliminary design, and final design. The Chair called for a vote on the motion; the motion carried by roll call vote 4-0.

Mr. Anderson moved to approve Item Seven (7) Resolution 2016-07 Infrastructure Capital Improvement Plan (ICIP) for FY 2018-2022 as presented; the motion was seconded by Mr. Stull. The Chair called for discussion of the motion. Mr. Anderson asked what the difference is between this ICIP and last years. Mrs. Horton explained five (5) projects have been completed which resulted in a shifting up and prioritizing of other items; however nothing new has been added. Mr. Melton asked if this includes all of the Picacho Hills arroyos. Mrs. Horton explained this does not include all of the Picacho Hills areas; the first for District Five (5) is the Via Norte Waterline Improvement Project. We need to address

the protection of our assets here due to exposure. The other two arroyos are being further evaluated. The Chair called for a vote on the motion; the motion carried by roll call vote 4-0.

Mr. Anderson moved to approve Item Eight (8) Approval of Resolution 2016-08 10% match for CIF 3507 as presented; the motion was seconded by Mr. Ponteri. The Chair called for discussion of the motion. Mrs. Horton clarified CIF, Colonias Infrastructure 3507, is for the \$1.2 million that we received from Colonias Infrastructure to build the connection between Picacho Hills and Fairview. This funding source requires the Association to match ten (10) percent of the project. This Resolution is to allocate the 10% of Associations funds in the event Federal money will be is not available, which results in \$120,000. The Chair called for a vote on the motion; the motion carried by roll call vote 4-0.

Mr. Anderson moved to approve Item Nine (9) Approval of Resolution 2016-09 Changes to the Water and Wastewater Rates as presented; the motion was seconded by Mr. Stull. The Chair called for discussion of the motion. Mrs. Horton advised we have had our work session and three public meetings. This rate study and tier change is a very good thing for the Association. Mrs. Horton recommends we adopt the Rate Study commendations with the exception of the capacity rates. Capacity rates are something we as an Association need to be very careful with in order to encourage new members and further growth. The rate changes would go in to effect August 1st, 2016 if approved; we will publish this in the newsletter once the details are finalized. Mr. Ponteri recommended we update the Resolution to clarify Mrs. Horton's endorsements as right now the Resolution appears to adopt both the Rate Structure and the Capacity rates; that way we show we are only adopting the rate changes for meter size based service charges for water and waste water to proceed from a eight tier rate structure to a four tier rate structure. Mrs. Horton confirmed

this would provide transparency by separating the Rate Study into two sections: pages one through eighteen are the water and wastewater changes, and the capacity rate changes are on pages nineteen and on. Mr. Melton asked about the 3.5% increase per year. Mrs. Horton advised she is recommending reviewing this year by year instead of setting an resolution to increase per year. Mr. Melton wants to clarify this rate study is for the sustainability of our Association; a residual increase is considerably more proactive than realizing toward the end of the year we have to charge our members a lump assessment due to budgeting concerns. Mr. Ponteri would like to see these projections in next year's budget to show the upcoming capital influx we have anticipated. Mr. Ponteri posed a question on behalf of Mr. Hayhoe who was unable to be present for this meeting: How are we advertising the rate structure changes? Mrs. Horton stated this will not only be published in the newsletter, but will also go out in an update for those who have elected to receive email notifications. We are excited about the billing policies we are retiring: rounding up for water and wastewater and the set service fee. Customers will now be billed for actual usage. The Resolution was modified to reflect: "Rate Chart" instead of "Rate Analysis" on line one. Line two was updated to add "self-sustaining and adjusted appropriately". Mrs. Horton will include the rate table with the Resolution to reflect the new rate structure for our members. The Chair called for a vote on the Resolution with the proposed modifications; the motion carried by roll call vote 4-0.

Open Discussion

Executive Director Horton advised our Attorney, Lee Peters, is retiring as of October 1st, 2016. We have placed a Request For Proposal (RFP) advertisement in both the Sun News and the Albuquerque Journal for General Counsel in preparation for Mr. Peters' retirement. Mrs. Horton explained at this time we are not seeking a Litigation Specialist; we are pursuing counsel with water rights expertise. If a suit were to come about the Association would seek a Litigation Specialist for whatever the case may be. Mr. Ponteri counseled

there are all purpose firms who carry various types of specialists on site. Mrs. Horton confirmed this is why we ran the advertisement in Albuquerque. If the Association elects to hire a firm that is located in another part of the state we would establish a phone conference system in order to reduce costs of onsite counsel. Mr. Peters will finalize and/or train the new firm with regards to any pending items.. Acknowledgements for the RFP are due June 8th; proposals will be due by June 17th. The target date for hiring a new firm is August 1st. Mr. Melton and Mr. Anderson will join Mrs. Horton will be on the selection committee to evaluate the proposals that are received.

Mr. Anderson brought to attention our lack of a Board Member for District Three (3) and needing to fill the vacant chair. Mr. Ponteri suggested placing an article in the Association Newsletter to try to encourage the community of District Three (3). Mr. Anderson would also like to remind the community of District Three (3) that until a Board Member is elected they can call on any of the other District Board Members with concerns or questions.

Mr. Anderson brought to the Board's attention allegations from a member with regard to the proper handling of the finances within the Association. The allegations are unfounded and without merit. If a community member has issues with the Association they are encouraged to attend public meetings with evidence of their concerns, otherwise gossip is discouraged entirely.

Mr. Ponteri inquired on where we are at with regard to the review of the personnel medical back pay. Mrs. Horton has spoken to the Dona Ana MDWCA auditor as well as our legal counsel Mr. Peters. Our auditor has suggested issuing a W-2 for taxable benefits as an option. We also have the opportunity to charge each employee until all payments are reimbursed. Mr. Peters does not endorse the W-2. Mrs. Horton asked the Board if they have a particular preference as every applicable employee will be subject to the final decision.

Mr. Stull inquired on what would happen if Mrs. Horton and Mr. Peters disagree with regard to if the W-2 is the chosen method for handling this issue. Mr. Melton wants to be absolutely certain whatever choice we make does not have ramifications in adherence with the Anti-Donation Clause. Mrs. Horton confirmed she is researching which choice would be best for the Association in reference to following all policies and statutes. The members of the Board agreed to leave the matter to Mrs. Horton to finalize and report back.

Adjournment

Mr. Ponteri moved to adjourn at 11:09 A.M.; the motion was seconded by Mr. Stull. The Chair called for a vote on the motion: and the motion carried by roll call vote 4-0.

Kurt Anderson
Secretary/ Treasurer

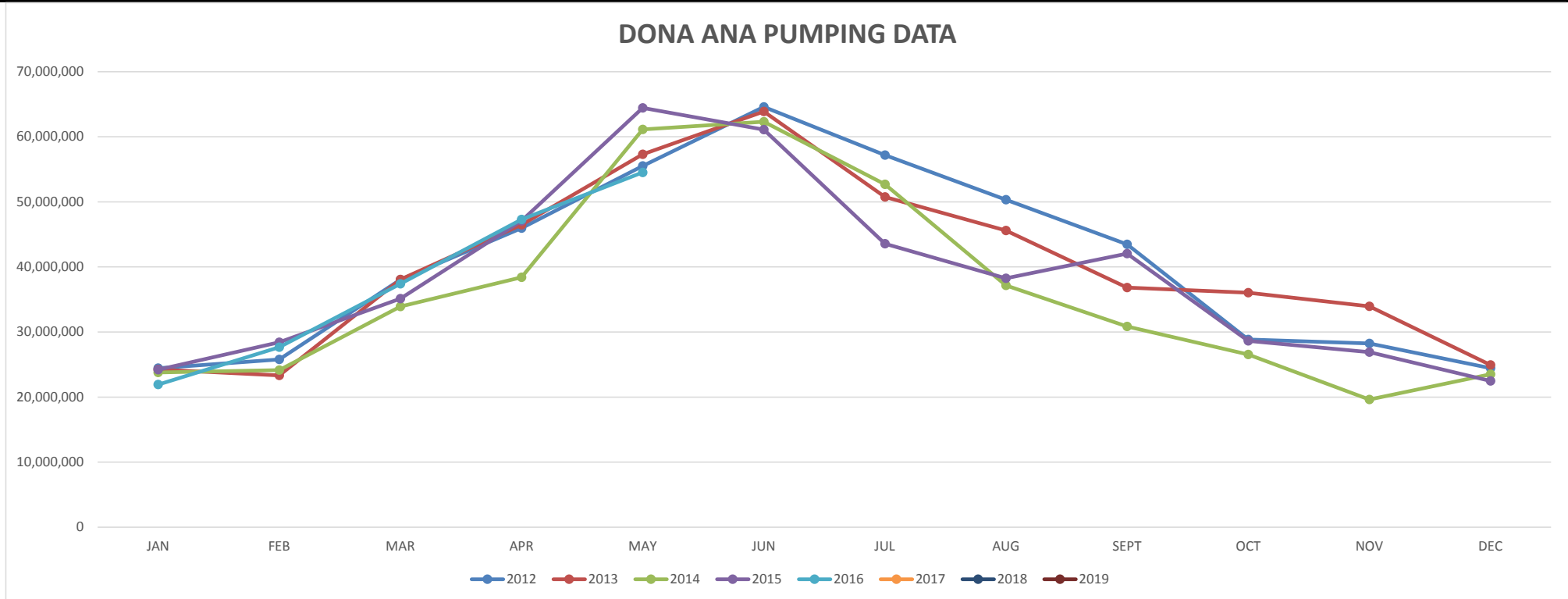
Date

DOÑA ANA WATER SYSTEMS PUMPING DATA

June 13, 2016

Doña Ana MDWCA Pumping Data 2012-2019 LRG-1905, 1905 S, 1905-S-1, 1905-S-2, 1905-S-3, 1905-S-4

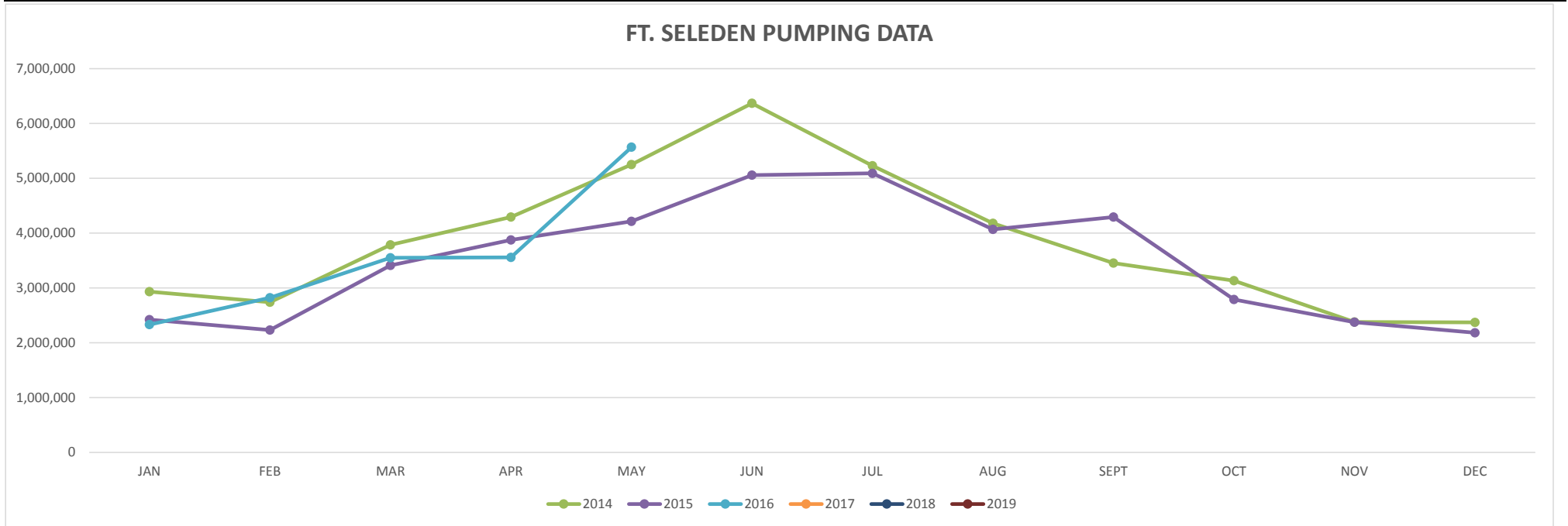
Year	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	Yrly. Gal. Total	Acre Feet
2012	24,432,587	25,782,264	38,044,794	45,962,262	55,513,568	64,595,847	57,170,585	50,339,544	43,466,702	28,850,122	28,243,781	24,453,634	486,855,690	1,494.105
2013	24,249,939	23,329,610	38,064,981	46,462,497	57,317,163	63,880,675	50,741,546	45,583,545	36,827,179	36,049,128	33,950,110	24,942,391	481,398,764	1,477.359
2014	23,766,965	24,148,114	33,926,528	38,390,499	61,134,851	62,314,015	52,701,447	37,175,209	30,841,408	26,531,104	19,621,484	23,514,412	434,066,036	1,332.100
2015	24,190,459	28,421,869	35,139,500	47,094,453	64,441,095	61,109,043	43,547,088	38,263,107	42,048,368	28,646,735	26,908,590	22,478,862	462,289,169	1,418.713
2016	21,917,333	27,667,934	37,409,118	47,305,711	54,528,331								188,828,427	579.493
2017													0	0.000
2018													0	0.000
2019													0	0.000



DOÑA ANA WATER SYSTEMS PUMPING DATA

Doña Ana MDWCA at Ft. Selden Pumping Data 2012-2019 LRG 80-S-2, 80-S-4, 80-POD6

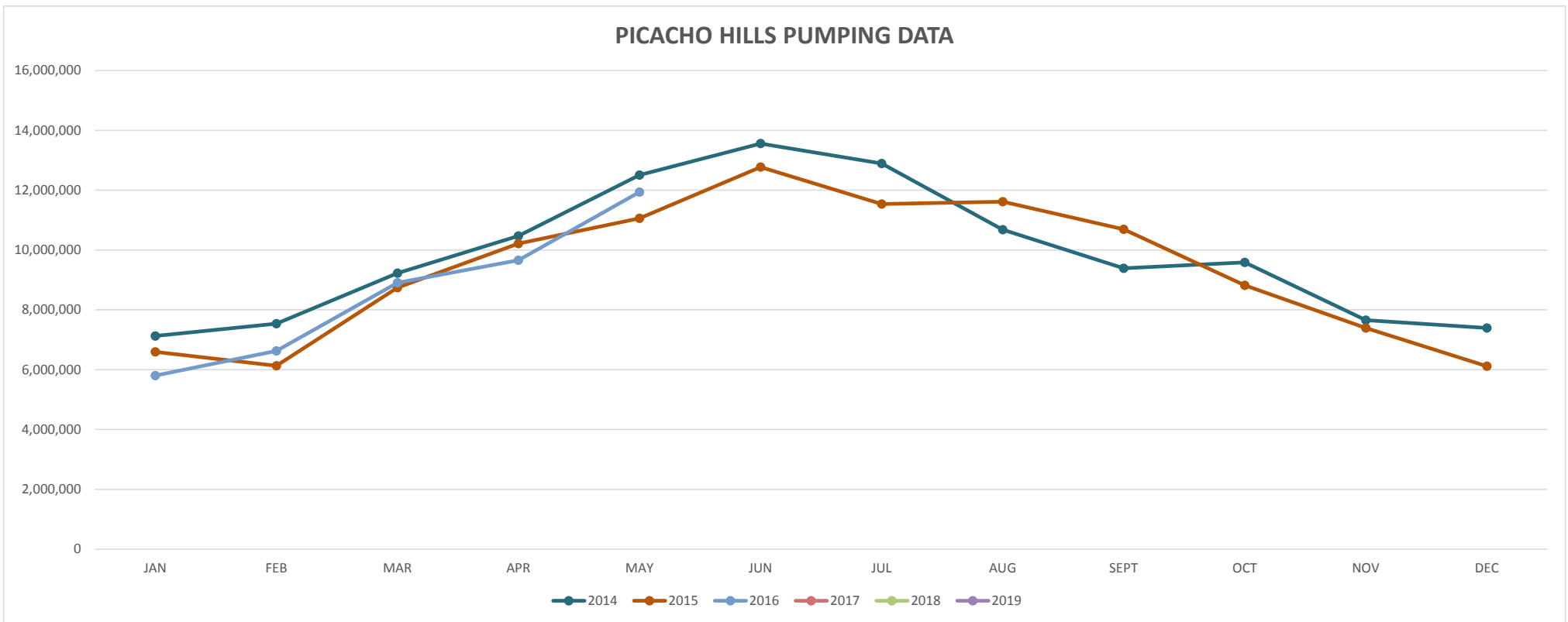
Year	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	Yrly. Gal. Total	Acre Feet
2014	2,933,000	2,738,994	3,784,702	4,294,279	5,251,524	6,367,011	5,229,115	4,179,437	3,453,971	3,132,991	2,377,540	2,371,998	46,114,562	141.520
2015	2,422,723	2,233,153	3,412,623	3,874,341	4,216,092	5,056,619	5,091,282	4,068,880	4,292,296	2,790,836	2,376,026	2,183,010	42,017,881	128.948
2016	2,331,220	2,822,148	3,549,071	3,555,730	5,567,131								17,825,300	54.704
2017													0	0.000
2018													0	0.000
2019													0	0.000



DOÑA ANA WATER SYSTEMS PUMPING DATA

Doña Ana MDWCA at Picacho Hills Pumping Data 2012-2019 LRG-4250, 4250-S, 4250-S-2

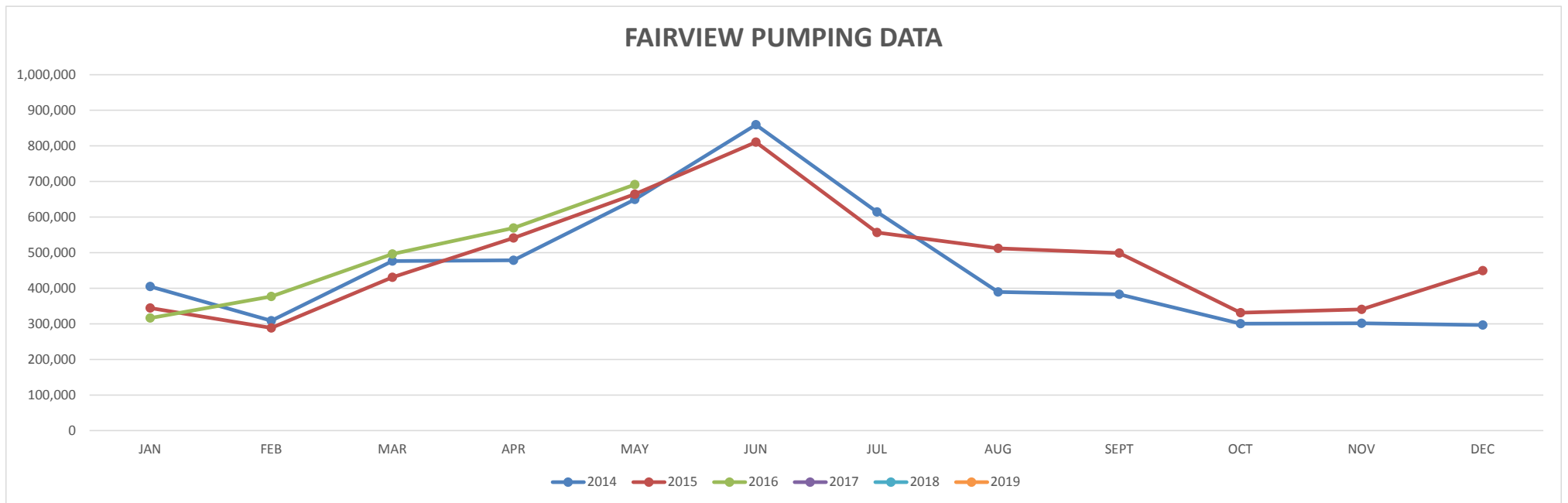
Year	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	Yrly. Gal. Total	Acre Feet
2014	7,127,600	7,538,000	9,229,176	10,473,776	12,509,408	13,558,832	12,891,892	10,678,512	9,388,149	9,588,205	7,655,945	7,394,480	118,033,975	362.233
2015	6,594,504	6,131,834	8,739,758	10,213,292	11,057,268	12,772,516	11,534,792	11,617,400	10,691,123	8,823,303	7,393,799	6,115,782	111,685,371	342.750
2016	5,803,070	6,625,130	8,903,256	9,656,308	11,938,800								42,926,564	131.737
2017													0	0.000
2018													0	0.000
2019													0	0.000



DOÑA ANA WATER SYSTEMS PUMPING DATA

Doña Ana MDWCA at Fairview Pumping Data 2012-2019 LRG -15880 POD 1, LRG -15880 POD 2

Year	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	Yrly. Gal. Total	Acre Feet
2014	404,930	308,900	476,600	478,764	649,720	859,330	614,320	389,240	382,830	300,450	301,300	296,600	5,462,984	16.765
2015	344,640	288,540	430,580	541,400	664,440	810,570	556,890	512,000	498,900	331,030	340,530	449,600	5,769,120	17.705
2016	316,100	377,000	496,000	569,400	691,200								2,449,700	7.518
2017													0	0.000
2018													0	0.000
2019													0	0.000





Bank Transaction Report

Transaction Detail

Issued Date Range: 05/01/2016 - 05/31/2016
Cleared Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
Bank Account: Operating Account							
05/01/2016		21572	CESAR MADRID	Utility Billing	Outstanding	Check	-26.83
05/01/2016		21573	FERNIE OSTOS	Utility Billing	Outstanding	Check	-44.95
05/01/2016	05/31/2016	21574	DESERT VIEW HOMES	Utility Billing	Cleared	Check	-80.70
05/01/2016		21575	MIRIAM RAMIREZ	Utility Billing	Outstanding	Check	-63.50
05/01/2016	05/31/2016	21576	JOHN BURNARD	Utility Billing	Cleared	Check	-35.29
05/01/2016		21577	G L GREEN & ASSOCIATES	Utility Billing	Outstanding	Check	-36.80
05/01/2016	05/31/2016	DFT1372FY16	UNUM	Accounts Payable	Cleared	Bank Draft	-1,745.88
05/01/2016	05/31/2016	DFT1423FY16	New Mexico State Tax & Revenue	Accounts Payable	Cleared	Bank Draft	-14,535.20
05/02/2016	05/31/2016	DFT1329FY16	Payroll EFT	Payroll	Cleared	EFT	-18,442.25
05/02/2016	05/31/2016	DFT1330FY16	New Mexico Child Support Enforcement Division	Accounts Payable	Cleared	Bank Draft	-184.62
05/02/2016	05/31/2016	DFT1456FY16	AFLAC	Accounts Payable	Cleared	Bank Draft	-343.62
05/03/2016	05/31/2016	DFT1331FY16	Internal Revenue Service	Accounts Payable	Cleared	Bank Draft	-6,347.58
05/03/2016	05/31/2016	DFT1334FY16	Public Employees Retirement Association	Accounts Payable	Cleared	Bank Draft	-4,852.39
05/03/2016	05/31/2016	DFT1457FY16	Southwest Disposal	Accounts Payable	Cleared	Bank Draft	-174.01
05/03/2016	05/31/2016	DFT1458FY16	Authorize.net	Accounts Payable	Cleared	Bank Draft	-80.15
05/04/2016	05/31/2016	DFT1459FY16	8 X 8 INC	Accounts Payable	Cleared	Bank Draft	-690.46
05/05/2016	05/31/2016	DFT1460FY16	Comcast	Accounts Payable	Cleared	Bank Draft	-166.90
05/06/2016	05/31/2016	DFT1369FY16	New Mexico State Tax & Revenue	Accounts Payable	Cleared	Bank Draft	-267.10
05/06/2016	05/31/2016	DFT1370FY16	New Mexico State Tax & Revenue	Accounts Payable	Cleared	Bank Draft	-14.88
05/06/2016	05/31/2016	DFT1371FY16	New Mexico State Tax & Revenue	Accounts Payable	Cleared	Bank Draft	-1,122.27
05/06/2016	05/31/2016	DFT1373FY16	New Mexico Mutual Casualty Company	Accounts Payable	Cleared	Bank Draft	-2,406.00
05/06/2016	05/31/2016	DFT1374FY16	New Mexico State Tax & Revenue	Accounts Payable	Cleared	Bank Draft	-106.47
05/09/2016	05/31/2016	DFT1461FY16	Delta Dental of New Mexico	Accounts Payable	Cleared	Bank Draft	-583.06
05/09/2016	05/31/2016	DFT1462FY16	Kosh Solutions	Accounts Payable	Cleared	Bank Draft	-1,705.89
05/10/2016	05/31/2016	DFT1405FY16	El Paso Electric	Accounts Payable	Cleared	Bank Draft	-172.78
05/10/2016	05/31/2016	DFT1415FY16	WEX Fleet Universal	Accounts Payable	Cleared	Bank Draft	-3,186.09
05/11/2016	05/31/2016	21578	4WARN PROPERTY PROTECTION SYSTEMS	Accounts Payable	Cleared	Check	-2,713.14
05/11/2016	05/31/2016	21579	AFTER HOURS CLEANING SERVICE	Accounts Payable	Cleared	Check	-541.56
05/11/2016	05/31/2016	21580	Airgas- Southwest	Accounts Payable	Cleared	Check	-56.34
05/11/2016	05/31/2016	21581	American Document Services	Accounts Payable	Cleared	Check	-271.78
05/11/2016	05/31/2016	21582	BRAVO CHEVROLET-CADILLAC	Accounts Payable	Cleared	Check	-46.93
05/11/2016	05/31/2016	21583	BRAVO CHEVROLET-CADILLAC	Accounts Payable	Cleared	Check	-495.14
05/11/2016	05/31/2016	21584	City of Las Cruces	Accounts Payable	Cleared	Check	-22.91
05/11/2016	05/31/2016	21585	Craigentagert Supply Company	Accounts Payable	Cleared	Check	-89.60
05/11/2016	05/31/2016	21586	DPC Industries, Inc.	Accounts Payable	Cleared	Check	-660.48
05/11/2016	05/31/2016	21587	FLEETMATICS USA LLC	Accounts Payable	Cleared	Check	-599.21

Bank Transaction Report

Issued Date Range: 05/01/2016 - 05/31/2016 Cleared Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
05/11/2016	05/31/2016	21588	Griffin's Propane	Accounts Payable	Cleared	Check	-48.62
05/11/2016	05/31/2016	21589	HD Supply Waterworks LTD	Accounts Payable	Cleared	Check	-6,400.46
05/11/2016	05/31/2016	21590	HUSEBY, INC.	Accounts Payable	Cleared	Check	-265.88
05/11/2016	05/31/2016	21591	JOHNSTON'S TRUE VALUE HARDWARE	Accounts Payable	Cleared	Check	-39.63
05/11/2016	05/31/2016	21592	MEGAHURTZ COMPUTER CONSULTING, INC.	Accounts Payable	Cleared	Check	-54.16
05/11/2016	05/31/2016	21593	Morrow Enterprises Inc.	Accounts Payable	Cleared	Check	-38,776.96
05/11/2016	05/31/2016	21594	O'Reilly Auto Parts	Accounts Payable	Cleared	Check	-257.92
05/11/2016	05/31/2016	21595	Pitney Bowes Global Financial Services LLC	Accounts Payable	Cleared	Check	-200.00
05/11/2016	05/31/2016	21596	Pollardwater	Accounts Payable	Cleared	Check	-2,162.37
05/11/2016	05/31/2016	21597	Postal Pros, Inc.	Accounts Payable	Cleared	Check	-2,654.10
05/11/2016	05/31/2016	21598	Rio Grande Pump & Supply Company	Accounts Payable	Cleared	Check	-1,254.34
05/11/2016	05/31/2016	21599	RTD Hardware	Accounts Payable	Cleared	Check	-1,143.00
05/11/2016	05/31/2016	21600	Sierra Irrigation	Accounts Payable	Cleared	Check	-355.73
05/11/2016	05/31/2016	21601	Souder, Miller, & Associates	Accounts Payable	Cleared	Check	-7,808.25
05/11/2016	05/31/2016	21602	Souder, Miller, & Associates	Accounts Payable	Cleared	Check	-2,170.59
05/11/2016	05/31/2016	21603	Souder, Miller, & Associates	Accounts Payable	Cleared	Check	-81.23
05/11/2016	05/31/2016	21604	Souder, Miller, & Associates	Accounts Payable	Cleared	Check	-319.52
05/11/2016	05/31/2016	21605	Souder, Miller, & Associates	Accounts Payable	Cleared	Check	-4,631.44
05/11/2016	05/31/2016	21606	Wagner Rental	Accounts Payable	Cleared	Check	-702.62
05/11/2016	05/31/2016	21607	Wagner Rental	Accounts Payable	Cleared	Check	-702.62
05/11/2016	05/31/2016	21608	Water Technology Associates	Accounts Payable	Cleared	Check	-210.12
05/11/2016	05/31/2016	347	New Mexico OneCall	Accounts Payable	Cleared	EFT	-9.55
05/11/2016	05/31/2016	348	Peters Law Firm, LLC.	Accounts Payable	Cleared	EFT	-7,545.89
05/11/2016	05/31/2016	349	Pure Operations LLC	Accounts Payable	Cleared	EFT	-2,843.80
05/11/2016	05/31/2016	DFT1403FY16	El Paso Electric	Accounts Payable	Cleared	Bank Draft	-1,237.79
05/11/2016	05/31/2016	DFT1404FY16	El Paso Electric	Accounts Payable	Cleared	Bank Draft	-972.49
05/11/2016	05/31/2016	DFT1406FY16	El Paso Electric	Accounts Payable	Cleared	Bank Draft	-113.40
05/11/2016	05/31/2016	DFT1407FY16	El Paso Electric	Accounts Payable	Cleared	Bank Draft	-1,916.26
05/11/2016	05/31/2016	DFT1408FY16	El Paso Electric	Accounts Payable	Cleared	Bank Draft	-17.27
05/11/2016	05/31/2016	DFT1409FY16	El Paso Electric	Accounts Payable	Cleared	Bank Draft	-431.10
05/11/2016	05/31/2016	DFT1410FY16	El Paso Electric	Accounts Payable	Cleared	Bank Draft	-2,305.85
05/11/2016	05/31/2016	DFT1411FY16	El Paso Electric	Accounts Payable	Cleared	Bank Draft	-247.39
05/11/2016	05/31/2016	DFT1412FY16	El Paso Electric	Accounts Payable	Cleared	Bank Draft	-9.31
05/11/2016	05/31/2016	DFT1413FY16	El Paso Electric	Accounts Payable	Cleared	Bank Draft	-177.15
05/11/2016	05/31/2016	DFT1463FY16	Wells Fargo Bank	Accounts Payable	Cleared	Bank Draft	-1,640.87
05/11/2016	05/31/2016	DFT1464FY16	Wells Fargo Bank	Accounts Payable	Cleared	Bank Draft	-1,713.15
05/12/2016	05/31/2016	21620	ALICIA LAMB	Utility Billing	Cleared	Check	-23.07
05/12/2016	05/31/2016	DFT1400FY16	El Paso Electric	Accounts Payable	Cleared	Bank Draft	-653.73
05/12/2016	05/31/2016	DFT1401FY16	El Paso Electric	Accounts Payable	Cleared	Bank Draft	-2,847.48
05/12/2016	05/31/2016	DFT1402FY16	El Paso Electric	Accounts Payable	Cleared	Bank Draft	-1,739.38
05/13/2016	05/31/2016	DFT1437FY16	Verizon Wireless	Accounts Payable	Cleared	Bank Draft	-1,260.24
05/16/2016	05/31/2016	DFT1325FY16	Dona Ana Mutual Domestic Water Consumers Association	Accounts Payable	Cleared	Bank Draft	-50.13
05/16/2016	05/31/2016	DFT1326FY16	Dona Ana Mutual Domestic Water Consumers Association	Accounts Payable	Cleared	Bank Draft	-25.69

Bank Transaction Report

Issued Date Range: 05/01/2016 - 05/31/2016 Cleared Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
05/16/2016	05/31/2016	DFT1327FY16	Dona Ana Mutual Domestic Water Consumers Association	Accounts Payable	Cleared	Bank Draft	-73.90
05/16/2016	05/31/2016	DFT1394FY16	El Paso Electric	Accounts Payable	Cleared	Bank Draft	-285.26
05/16/2016	05/31/2016	DFT1395FY16	El Paso Electric	Accounts Payable	Cleared	Bank Draft	-15.81
05/16/2016	05/31/2016	DFT1396FY16	El Paso Electric	Accounts Payable	Cleared	Bank Draft	-249.31
05/16/2016	05/31/2016	DFT1397FY16	El Paso Electric	Accounts Payable	Cleared	Bank Draft	-2,192.31
05/16/2016	05/31/2016	DFT1398FY16	El Paso Electric	Accounts Payable	Cleared	Bank Draft	-162.33
05/16/2016	05/31/2016	DFT1399FY16	El Paso Electric	Accounts Payable	Cleared	Bank Draft	-1,718.44
05/16/2016	05/31/2016	DFT1416FY16	Payroll EFT	Payroll	Cleared	EFT	-18,479.56
05/16/2016	05/31/2016	DFT1417FY16	New Mexico Child Support Enforcement Division	Accounts Payable	Cleared	Bank Draft	-184.62
05/16/2016	05/31/2016	DFT1418FY16	Internal Revenue Service	Accounts Payable	Cleared	Bank Draft	-6,347.59
05/16/2016	05/31/2016	DFT1419FY16	Public Employees Retirement Association	Accounts Payable	Cleared	Bank Draft	-4,781.36
05/16/2016	05/31/2016	DFT1438FY16	Dona Ana Mutual Domestic Water Consumers Association	Accounts Payable	Cleared	Bank Draft	-50.13
05/16/2016	05/31/2016	DFT1439FY16	Dona Ana Mutual Domestic Water Consumers Association	Accounts Payable	Cleared	Bank Draft	-73.90
05/16/2016	05/31/2016	DFT1440FY16	Dona Ana Mutual Domestic Water Consumers Association	Accounts Payable	Cleared	Bank Draft	-25.69
05/17/2016	05/31/2016	DFT1391FY16	El Paso Electric	Accounts Payable	Cleared	Bank Draft	-15.81
05/17/2016	05/31/2016	DFT1392FY16	El Paso Electric	Accounts Payable	Cleared	Bank Draft	-889.15
05/17/2016	05/31/2016	DFT1393FY16	El Paso Electric	Accounts Payable	Cleared	Bank Draft	-23.09
05/17/2016	05/31/2016	DFT1414FY16	El Paso Electric	Accounts Payable	Cleared	Bank Draft	-103.64
05/17/2016	05/31/2016	DFT1465FY16	NM Health Connections	Accounts Payable	Cleared	Bank Draft	-9,262.36
05/18/2016	05/31/2016	21609	Butt Thornton & Baehr PC	Accounts Payable	Cleared	Check	-6,266.18
05/18/2016	05/31/2016	21610	Dona Ana Mutual Domestic Water Consumers Association	Accounts Payable	Cleared	Check	-233.83
05/18/2016	05/31/2016	21611	DPC Industries, Inc.	Accounts Payable	Cleared	Check	-160.00
05/18/2016	05/31/2016	21612	HD Supply Waterworks LTD	Accounts Payable	Cleared	Check	-1,362.11
05/18/2016	05/31/2016	21613	HUSEBY, INC.	Accounts Payable	Cleared	Check	-313.73
05/18/2016	05/31/2016	21614	Lowe's Commercial Services	Accounts Payable	Cleared	Check	-601.15
05/18/2016	05/31/2016	21615	New Mexico Finance Authority	Accounts Payable	Cleared	Check	-386,307.52
05/18/2016		21616	Void Check	Accounts Payable	Voided	Check	0.00
05/18/2016		21617	New Mexico Water and Wastewater Association	Accounts Payable	Outstanding	Check	-45.00
05/18/2016		21618	Southwest Analytical Services	Accounts Payable	Outstanding	Check	-379.09
05/18/2016	05/31/2016	21619	Wagner Rental	Accounts Payable	Cleared	Check	-21.64
05/18/2016	05/31/2016	350	Dona Ana County Financial Services	Accounts Payable	Cleared	EFT	-16,762.85
05/18/2016	05/31/2016	DFT1466FY16	Southwest Disposal	Accounts Payable	Cleared	Bank Draft	-98.61
05/20/2016	05/31/2016	05202016	New Mexico Mutual Casualty Company	Accounts Payable	Cleared	Check	-2,273.00
05/20/2016	05/31/2016	DFT1441FY16	New Mexico State Tax & Revenue	Accounts Payable	Cleared	Bank Draft	-91.16
05/20/2016	05/31/2016	DFT1442FY16	New Mexico State Tax & Revenue	Accounts Payable	Cleared	Bank Draft	-23.49
05/20/2016	05/31/2016	DFT1443FY16	New Mexico State Tax & Revenue	Accounts Payable	Cleared	Bank Draft	-1,419.17
05/20/2016	05/31/2016	DFT1444FY16	New Mexico State Tax & Revenue	Accounts Payable	Cleared	Bank Draft	-106.67
05/20/2016	05/31/2016	DFT1445FY16	New Mexico State Tax & Revenue	Accounts Payable	Cleared	Bank Draft	-289.69
05/20/2016	05/31/2016	DFT1446FY16	New Mexico State Tax & Revenue	Accounts Payable	Cleared	Bank Draft	-14.88
05/23/2016	05/31/2016	DFT1388FY16	Zia Natural Gas Company	Accounts Payable	Cleared	Bank Draft	-25.33
05/23/2016	05/31/2016	DFT1389FY16	Zia Natural Gas Company	Accounts Payable	Cleared	Bank Draft	-38.63
05/23/2016	05/31/2016	DFT1390FY16	Zia Natural Gas Company	Accounts Payable	Cleared	Bank Draft	-16.25
05/23/2016	05/31/2016	DFT1467FY16	USDA-RUS	Accounts Payable	Cleared	Bank Draft	-2,376.00

Bank Transaction Report

Issued Date Range: 05/01/2016 - 05/31/2016 Cleared Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
05/23/2016	05/31/2016	DFT1468FY16	USDA-RUS	Accounts Payable	Cleared	Bank Draft	-7,291.00
05/23/2016	05/31/2016	DFT1471FY16	VISION SERVICE PLAN	Accounts Payable	Cleared	Bank Draft	-182.92
05/26/2016		21621	American Document Services	Accounts Payable	Outstanding	Check	-67.26
05/26/2016		21622	CEMEX	Accounts Payable	Outstanding	Check	-736.53
05/26/2016		21623	City of Las Cruces	Accounts Payable	Outstanding	Check	-22.91
05/26/2016		21624	DPC Industries, Inc.	Accounts Payable	Outstanding	Check	-2,553.19
05/26/2016		21625	FLEETMatics USA LLC	Accounts Payable	Outstanding	Check	-599.21
05/26/2016		21626	HD Supply Waterworks LTD	Accounts Payable	Outstanding	Check	-1,664.86
05/26/2016	05/31/2016	21627	High Desert Event Rental	Accounts Payable	Cleared	Check	-352.52
05/26/2016		21628	Kosh Solutions	Accounts Payable	Outstanding	Check	-75.81
05/26/2016		21629	New Mexico Environment Department	Accounts Payable	Outstanding	Check	-50.00
05/26/2016		21630	Pat Campbell Insurance	Accounts Payable	Outstanding	Check	-50.00
05/26/2016		21631	RICOH	Accounts Payable	Outstanding	Check	-1,004.56
05/26/2016		21632	Sierra Irrigation	Accounts Payable	Outstanding	Check	-149.94
05/26/2016	05/31/2016	21633	USA Bluebook	Accounts Payable	Cleared	Check	-488.13
05/26/2016	05/31/2016	21634	Wagner Rental	Accounts Payable	Cleared	Check	-694.06
05/26/2016	05/31/2016	21635	Wagner Rental	Accounts Payable	Cleared	Check	-148.00
05/26/2016		21636	Water Technology Associates	Accounts Payable	Outstanding	Check	-210.12
05/26/2016		21637	WorkMed Inc, Benito Gallardo JR M.D	Accounts Payable	Outstanding	Check	-942.32
05/26/2016	05/31/2016	DFT1375FY16	Comcast	Accounts Payable	Cleared	Bank Draft	-216.76
05/27/2016	05/31/2016	DFT1448FY16	Payroll EFT	Payroll	Cleared	EFT	-18,147.06
05/27/2016	05/31/2016	DFT1449FY16	New Mexico Child Support Enforcement Division	Accounts Payable	Cleared	Bank Draft	-184.62
05/27/2016	05/31/2016	DFT1470FY16	AFLAC	Accounts Payable	Cleared	Bank Draft	-515.43
05/28/2016	05/31/2016	DFT1421FY16	Mastercard	Accounts Payable	Cleared	Bank Draft	-1,968.39
05/31/2016	05/31/2016	DFT1422FY16	Wells Fargo Bank	Accounts Payable	Cleared	Bank Draft	-1,437.00
05/31/2016	05/31/2016	DFT1451FY16	Internal Revenue Service	Accounts Payable	Cleared	Bank Draft	-6,330.30
Bank Account Total: (148)							-671,176.45

Bank Account: Grant Account

05/11/2016	05/31/2016	20300	Souder, Miller, & Associates	Accounts Payable	Cleared	Check	-16,234.96
05/11/2016	05/31/2016	20301	Souder, Miller, & Associates	Accounts Payable	Cleared	Check	-16,234.96
05/11/2016	05/31/2016	20302	Souder, Miller, & Associates	Accounts Payable	Cleared	Check	-8,930.15
05/11/2016	05/31/2016	20303	Souder, Miller, & Associates	Accounts Payable	Cleared	Check	-4,391.53
05/11/2016	05/31/2016	20304	Souder, Miller, & Associates	Accounts Payable	Cleared	Check	-4,289.18
05/11/2016	05/31/2016	20305	Souder, Miller, & Associates	Accounts Payable	Cleared	Check	-7,501.18
05/11/2016	05/31/2016	20306	Souder, Miller, & Associates	Accounts Payable	Cleared	Check	-810.72
05/11/2016	05/31/2016	20307	Souder, Miller, & Associates	Accounts Payable	Cleared	Check	-16,084.41
05/11/2016	05/31/2016	20308	Souder, Miller, & Associates	Accounts Payable	Cleared	Check	-19,301.29
05/11/2016	05/31/2016	20309	Souder, Miller, & Associates	Accounts Payable	Cleared	Check	-6,304.87
05/26/2016	05/31/2016	20310	Morrow Enterprises Inc.	Accounts Payable	Cleared	Check	-227,716.80
Bank Account Total: (11)							-327,800.05

Bank Account: Restricted Funds 05/11/2016

05/31/2016		20569	D&J Pump and Well Service, LLC	Accounts Payable	Cleared	Check	-12,729.94
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Bank Transaction Report

Issued Date Range: 05/01/2016 - 05/31/2016 Cleared Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
05/11/2016	05/31/2016	20570	Souder, Miller, & Associates	Accounts Payable	Cleared	Check	-32,541.41
05/11/2016	05/31/2016	20571	Souder, Miller, & Associates	Accounts Payable	Cleared	Check	-26,838.21
05/11/2016	05/31/2016	20572	Souder, Miller, & Associates	Accounts Payable	Cleared	Check	-15,730.22
05/26/2016		20573	D&J Pump and Well Service, LLC	Accounts Payable	Outstanding	Check	-38,253.42
Bank Account Total: (5)							-126,093.20
Report Total: (164)							-1,125,069.70



Balance Sheet

Account Summary

As Of 05/31/2016

	Prior Year Balance	Current Year Balance	Variance Favorable / (Unfavorable)
Fund: 100 - General Operating Fund			
Assets			
ReportOnly1: 10 - Current Assets			
100 - Cash & Cash Equivalents	401,981.37	204,286.66	-197,694.71
105 - Due From Other Governments	0.00	0.00	0.00
110 - Accounts Receivable	0.00	-8,151.14	-8,151.14
120 - Fund Transfers	-197,364.86	572,782.39	770,147.25
130 - Inventories	0.00	0.00	0.00
140 - Prepaid Expenses	0.00	0.00	0.00
145 - Refundable Deposits	0.00	0.00	0.00
146 - Restricted Cash	46,747.97	57,712.49	10,964.52
147 - Restricted Investments	0.00	0.00	0.00
Total ReportOnly1 10 - Current Assets:	251,364.48	826,630.40	575,265.92
ReportOnly1: 15 - Long-term Assets			
150 - Capital Assets, Net	0.00	0.00	0.00
Total ReportOnly1 15 - Long-term Assets:	0.00	0.00	0.00
Total Assets:	251,364.48	826,630.40	575,265.92
Liability			
ReportOnly1: 10 - Current Assets			
105 - Due From Other Governments	0.00	-918.00	918.00
Total ReportOnly1 10 - Current Assets:	0.00	-918.00	918.00
ReportOnly1: 20 - Short-term Liabilities			
200 - Accounts Payable	162,192.34	-182,754.52	344,946.86
210 - Due to Other Governments	0.00	-1,062.69	1,062.69
214 - Accrued Payroll	0.00	10,873.48	-10,873.48
222 - Customer Deposits	0.00	5,414.16	-5,414.16
Total ReportOnly1 20 - Short-term Liabilities:	162,192.34	-167,529.57	329,721.91
ReportOnly1: 25 - Long-term Liabilities			
250 - Compensated Absences	0.00	0.00	0.00
251 - Long-term Debt	0.00	0.00	0.00
Total ReportOnly1 25 - Long-term Liabilities:	0.00	0.00	0.00
Total Liability:	162,192.34	-168,447.57	330,639.91
Equity			
ReportOnly1: 30 - Net Assets			
300 - Net Assets	17,749,692.09	89,393.23	221.09
Total ReportOnly1 30 - Net Assets:	17,749,692.09	89,393.23	221.09
Total Beginning Equity:	17,749,692.09	89,393.23	221.09
Total Revenue	4,227,063.40	3,301,696.79	-925,366.61
Total Expense	3,597,618.00	2,396,012.05	1,201,605.95
Revenues Over/(Under) Expenses	629,445.40	905,684.74	276,239.34
Total Equity and Current Surplus (Deficit):	18,379,137.49	995,077.97	-17,384,059.52
Total Liabilities, Equity and Current Surplus (Deficit):	18,541,329.83	826,630.40	-17,714,699.43

Balance Sheet

As Of 05/31/2016

	Prior Year Balance	Current Year Balance	Variance Favorable / (Unfavorable)
Fund: 200 - Grant/Loan Fund			
Assets			
ReportOnly1: 10 - Current Assets			
100 - Cash & Cash Equivalents	0.00	0.00	0.00
105 - Due From Other Governments	0.00	0.00	0.00
120 - Fund Transfers	0.00	-332,285.74	-332,285.74
146 - Restricted Cash	4,376.22	50,000.00	45,623.78
Total ReportOnly1 10 - Current Assets:	4,376.22	-282,285.74	-286,661.96
ReportOnly1: 15 - Long-term Assets			
150 - Capital Assets, Net	0.00	0.00	0.00
Total ReportOnly1 15 - Long-term Assets:	0.00	0.00	0.00
Total Assets:	4,376.22	-282,285.74	-286,661.96
Liability			
ReportOnly1: 20 - Short-term Liabilities			
200 - Accounts Payable	0.00	0.00	0.00
Total ReportOnly1 20 - Short-term Liabilities:	0.00	0.00	0.00
ReportOnly1: 25 - Long-term Liabilities			
251 - Long-term Debt	0.00	0.00	0.00
Total ReportOnly1 25 - Long-term Liabilities:	0.00	0.00	0.00
Total Liability:	0.00	0.00	0.00
Equity			
ReportOnly1: 30 - Net Assets			
300 - Net Assets	1,623,068.65	4,376.22	0.00
Total ReportOnly1 30 - Net Assets:	1,623,068.65	4,376.22	0.00
Total Beginning Equity:	1,623,068.65	4,376.22	0.00
Total Revenue	1,641,665.16	2,098,002.60	456,337.44
Total Expense	1,686,831.85	2,384,664.56	-697,832.71
Revenues Over/(Under) Expenses	-45,166.69	-286,661.96	-241,495.27
Total Equity and Current Surplus (Deficit):	1,577,901.96	-282,285.74	-1,860,187.70
Total Liabilities, Equity and Current Surplus (Deficit):	1,577,901.96	-282,285.74	-1,860,187.70

Balance Sheet

As Of 05/31/2016

	Prior Year Balance	Current Year Balance	Variance Favorable / (Unfavorable)
Fund: 900 - Restricted Reserve Fund			
Assets			
ReportOnly1: 10 - Current Assets			
100 - Cash & Cash Equivalents	0.00	0.00	0.00
110 - Accounts Receivable	0.00	0.00	0.00
120 - Fund Transfers	197,364.86	-240,496.65	-437,861.51
146 - Restricted Cash	764.47	0.00	-764.47
147 - Restricted Investments	2,103,251.11	1,872,952.72	-230,298.39
Total ReportOnly1 10 - Current Assets:	2,301,380.44	1,632,456.07	-668,924.37
Total Assets:	2,301,380.44	1,632,456.07	-668,924.37
Liability			
ReportOnly1: 20 - Short-term Liabilities			
200 - Accounts Payable	0.00	0.00	0.00
Total ReportOnly1 20 - Short-term Liabilities:	0.00	0.00	0.00
Total Liability:	0.00	0.00	0.00
Equity			
ReportOnly1: 30 - Net Assets			
300 - Net Assets	-13,857.96	2,122,864.30	-178,516.14
Total ReportOnly1 30 - Net Assets:	-13,857.96	2,122,864.30	-178,516.14
Total Beginning Equity:	-13,857.96	2,122,864.30	-178,516.14
Total Expense	834,712.75	490,408.23	344,304.52
Revenues Over/(Under) Expenses	-834,712.75	-490,408.23	344,304.52
Total Equity and Current Surplus (Deficit):	-848,570.71	1,632,456.07	2,481,026.78
Total Liabilities, Equity and Current Surplus (Deficit):	-848,570.71	1,632,456.07	2,481,026.78



Budget Report

Group Summary

For Fiscal: FY 2015 - 2016 Period Ending: 05/31/2016

	Current	Period	Fiscal	Variance	Percent
	Total Budget	Activity	Activity	Favorable (Unfavorable)	Remaining
Fund: 100 - General Operating Fund					
Revenue					
400 - Interest Income from Bank Accounts and CD's	\$ 32,000.00	\$ 3,430.84	\$ 27,761.03	\$ (4,238.97)	13%
410 - Rental Income	\$ 5,700.00	\$ 475.00	\$ 3,800.00	\$ (1,900.00)	33%
420 - Water and Wastewater Sales	\$ 3,416,000.00	\$ 298,872.36	\$ 3,100,322.44	\$ (315,677.56)	9%
430 - Miscellaneous	\$ 80,500.00	\$ (18,651.35)	\$ 24,890.24	\$ (55,609.76)	69%
700 - Water Rights Revenue	\$ 153,300.00	\$ 16,418.38	\$ 144,923.08	\$ (8,376.92)	5%
Revenue Total:	\$ 3,687,500.00	\$ 300,545.23	\$ 3,301,696.79	\$ (385,803.21)	10%
Expense					
500 - Personnel Expenses	\$ 1,169,200.00	\$ 115,946.71	\$ 929,026.60	\$ 240,173.40	21%
505 - Mileage and Per Diem	\$ 18,500.00	\$ 1,964.06	\$ 17,204.78	\$ 1,295.22	7%
515 - Vehicle Expense	\$ 46,500.00	\$ 6,085.38	\$ 42,198.15	\$ 4,301.85	9%
520 - Building Expense	\$ 2,700.00	\$ 826.13	\$ 1,622.82	\$ 1,077.18	40%
525 - Utilities	\$ 285,620.00	\$ 19,265.96	\$ 205,117.99	\$ 80,502.01	28%
530 - Telephone	\$ 18,500.00	\$ 1,950.70	\$ 15,401.26	\$ 3,098.74	17%
535 - Postage Expense	\$ 69,620.00	\$ 2,854.10	\$ 57,310.19	\$ 12,309.81	18%
540 - Office Supplies and Other Expenses	\$ 250,650.00	\$ 12,832.27	\$ 143,971.86	\$ 106,678.14	43%
545 - Advertising and Public Relations	\$ 5,000.00	\$ -	\$ 7,476.61	\$ (2,476.61)	-50%
550 - Training Workshops	\$ 14,000.00	\$ 900.00	\$ 12,365.00	\$ 1,635.00	12%
555 - Annual Audit/Financial Report Expenses	\$ 19,000.00	\$ -	\$ 18,910.94	\$ 89.06	0%
560 - Dues and Board Fees	\$ 11,400.00	\$ -	\$ 5,795.00	\$ 5,605.00	49%
570 - System Repairs	\$ 224,000.00	\$ 57,319.91	\$ 187,196.34	\$ 36,803.66	16%
575 - Professional Services	\$ 460,000.00	\$ 30,604.80	\$ 313,263.96	\$ 146,736.04	32%
580 - Contractual Fees and Other Services	\$ 133,000.00	\$ 2,474.76	\$ 68,087.32	\$ 64,912.68	49%
585 - Debt Payments	\$ 610,000.00	\$ 9,667.00	\$ 244,495.71	\$ 365,504.29	60%
590 - Miscellaneous	\$ 161,200.00	\$ 16,916.91	\$ 126,567.52	\$ 34,632.48	21%
Expense Total:	\$ 3,498,890.00	\$ 279,608.69	\$ 2,396,012.05	\$ 1,102,877.95	32%
Fund: 100 - General Operating Fund Surplus (Deficit):	\$ 188,610.00	\$ 20,936.54	\$ 905,684.74	\$ 717,074.74	-380%
Fund: 200 - Grant/Loan Fund					
Revenue					
600 - Grant Revenue	\$ 6,500,000.00	\$ 317,131.55	\$ 2,098,002.60	\$ (4,401,997.40)	68%
Revenue Total:	\$ 6,500,000.00	\$ 317,131.55	\$ 2,098,002.60	\$ (4,401,997.40)	68%
Expense					
650 - Grant Expense	\$ 6,500,000.00	\$ 552,957.51	\$ 2,384,664.56	\$ 4,115,335.44	63%
Expense Total:	\$ 6,500,000.00	\$ 552,957.51	\$ 2,384,664.56	\$ 4,115,335.44	63%
Fund: 200 - Grant/Loan Fund Surplus (Deficit):	\$ -	\$ (235,825.96)	\$ (286,661.96)	\$ (286,661.96)	0%
Fund: 900 - Restricted Reserve Fund					
Expense					
650 - Grant Expense	\$ 445,000.00	\$ 75,109.84	\$ 94,066.12	\$ 350,933.88	79%
740 - Capital Purchases	\$ 548,745.00	\$ 50,983.36	\$ 396,342.11	\$ 152,402.89	28%
Expense Total:	\$ 993,745.00	\$ 126,093.20	\$ 490,408.23	\$ 503,336.77	51%
Fund: 900 - Restricted Reserve Fund Total:	\$ 993,745.00	\$ 126,093.20	\$ 490,408.23	\$ 503,336.77	51%
Report Surplus (Deficit):	\$ (805,135.00)	\$ (340,982.62)	\$ 128,614.55	\$ 933,749.55	116%



Dona Ana MDWCA

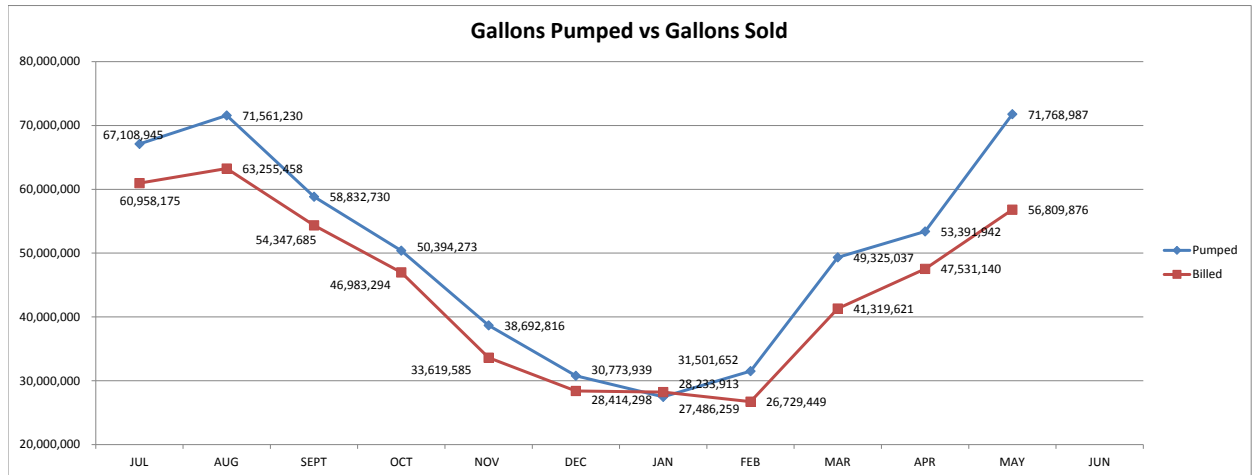
Income Statement Group Summary

For Fiscal: FY 2015 - 2016 Period Ending: 05/31/2016

	MTD Activity	YTD Activity
Fund: 100 - General Operating Fund		
Revenue		
400 - Water Sales	\$ 278,800.24	\$ 3,008,090.79
405 - Pntly/Disconnects	\$ 21,495.42	\$ 154,254.43
410 - Installations	\$ 16,046.16	\$ 96,010.84
430 - Miscellaneous	\$ (19,227.43)	\$ 15,579.70
700 - Investment / Interest	\$ 3,430.84	\$ 27,761.03
Revenue Total:	\$ 300,545.23	\$ 3,301,696.79
Expense		
500 - Salaries/Benefits	\$ 110,234.23	\$ 898,869.86
510 - Tax / Insurance	\$ 18,051.20	\$ 92,371.17
515 - Utilities/Fuel/Oil	\$ 24,402.75	\$ 239,846.48
520 - Supplies/Expense	\$ 85,706.39	\$ 583,726.45
525 - Debt Services	\$ 3,676.41	\$ 125,884.70
530 - Interest	\$ 5,990.59	\$ 118,611.01
580 - Professional fees	\$ 31,547.12	\$ 336,702.38
Expense Total:	\$ 279,608.69	\$ 2,396,012.05
Fund: 100 - General Operating Fund Surplus (Deficit):	\$ 20,936.54	\$ 905,684.74
Fund: 200 - Grant/Loan Fund		
Revenue		
650 - Grant/Loan Revenue	\$ 317,131.55	\$ 2,098,002.60
Revenue Total:	\$ 317,131.55	\$ 2,098,002.60
Expense		
660 - Grant/Loan Expense	\$ 552,957.51	\$ 2,384,664.56
Expense Total:	\$ 552,957.51	\$ 2,384,664.56
Fund: 200 - Grant/Loan Fund Surplus (Deficit):	\$ (235,825.96)	\$ (286,661.96)
Fund: 900 - Restricted Reserve Fund		
Expense		
520 - Supplies/Expense	\$ 50,983.36	\$ 396,342.11
660 - Grant/Loan Expense	\$ 75,109.84	\$ 94,066.12
Expense Total:	\$ 126,093.20	\$ 490,408.23
Fund: 900 - Restricted Reserve Fund Total:	\$ 126,093.20	\$ 490,408.23
Total Surplus (Deficit):	\$ (340,982.62)	\$ 128,614.55

Yearly Gallons Pumped vs Gallons Sold Report

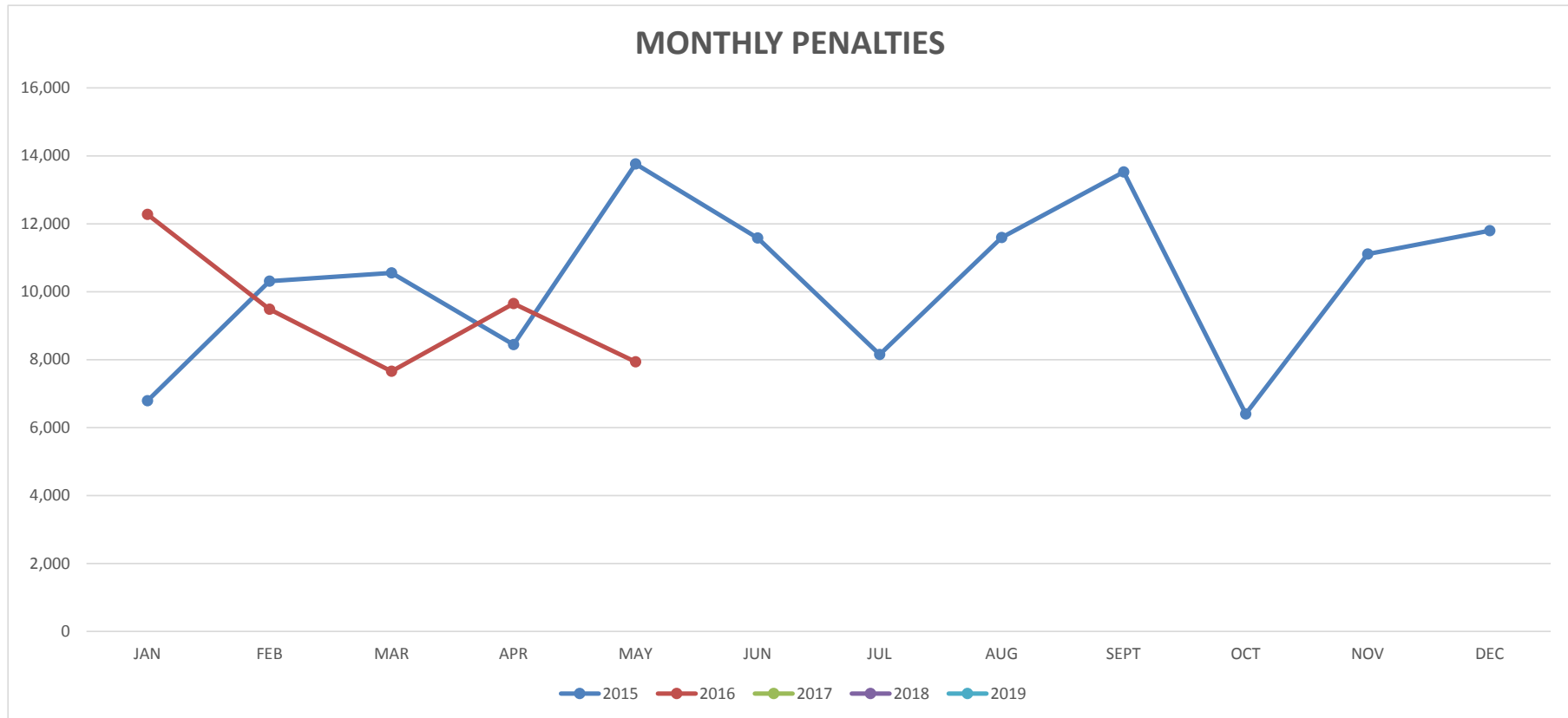
Year	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Yrly. Gal. Total
Pumped	67,108,945	71,561,230	58,832,730	50,394,273	38,692,816	30,773,939	27,486,259	31,501,652	49,325,037	53,391,942	71,768,987		550,837,810
Billed	60,958,175	63,255,458	54,347,685	46,983,294	33,619,585	28,414,298	28,233,913	26,729,449	41,319,621	47,531,140	56,809,876		488,202,494
Unbilled	60,591	279,950	176,621	267,292	307,883	218,532	174,863	114,091	14,110	10,687	28,719		1,653,339
Water Loss	6,090,179	8,025,822	4,308,424	3,143,687	4,765,348	2,141,109	(922,517)	4,658,112	7,991,306	5,850,115	14,930,392	-	60,981,977
% of Loss	9.08%	11.22%	7.32%	6.24%	12.32%	6.96%	-3.36%	14.79%	16.20%	10.96%	20.80%	#DIV/0!	11%
Picacho Hills													
Pumped	12,232,532	12,241,696	10,814,552	10,629,720	7,972,246	6,161,481	5,865,906	5,397,946	8,516,196	9,894,388	10,554,800		100,281,463
Billed	10,426,352	11,958,663	9,899,602	8,964,925	7,448,634	5,470,366	5,068,907	4,657,103	7,456,401	8,191,560	9,806,234		89,348,747
Unbilled	25,349	30,125	52,399	67,633	114,860	49,747	38,581	32,551	-	-	1,659		412,904
Water Loss	1,780,831	252,908	862,551	1,597,162	408,752	641,368	758,418	708,292	1,059,795	1,702,828	746,907	-	10,932,716
	15%	2%	8%	15%	5%	10%	13%	13%	12%	17%	7%	#DIV/0!	11%
Dona Ana													
Pumped	49,249,012	53,621,746	43,428,987	35,796,944	27,843,959	22,200,008	19,013,878	23,708,582	36,804,764	39,251,947	56,007,885		406,927,712
Billed	46,018,868	46,516,557	40,742,098	34,782,849	23,934,524	21,091,557	21,181,659	20,021,516	30,550,704	35,564,622	42,963,136		363,368,090
Unbilled	34,417	228,984	115,521	197,403	101,823	153,339	108,421	68,122	8,483	10,687	26,010		1,053,210
Water Loss	3,195,727	6,876,205	2,571,368	816,692	3,807,612	955,112	(2,276,202)	3,618,944	6,245,577	3,676,638	13,018,739	-	42,506,412
	6%	13%	6%	2%	14%	4%	-12%	15%	17%	9%	23%	#DIV/0!	10%
Radium & Fairview													
Pumped	5,206,302	5,627,401	5,697,788	4,589,191	3,967,609	2,876,611	2,412,450	2,395,124	4,004,077	4,245,607	5,206,302		46,228,462
Billed	4,512,956	4,780,239	3,705,985	3,235,520	2,236,427	1,852,375	1,983,347	2,050,830	3,312,516	3,774,958	4,040,506		35,485,659
Unbilled	825	24,618	8,701	2,256	12,838	15,446	27,861	13,418	5,627	-	1,050		112,640
Water Loss	692,521	822,544	1,983,102	1,351,415	1,718,344	1,008,790	401,242	330,876	685,934	470,649	1,164,746	-	10,630,163
	13%	15%	35%	29%	43%	35%	17%	14%	17%	11%	22%	#DIV/0!	23%



Monthly Penalties and Disconnections

Monthly Penalties

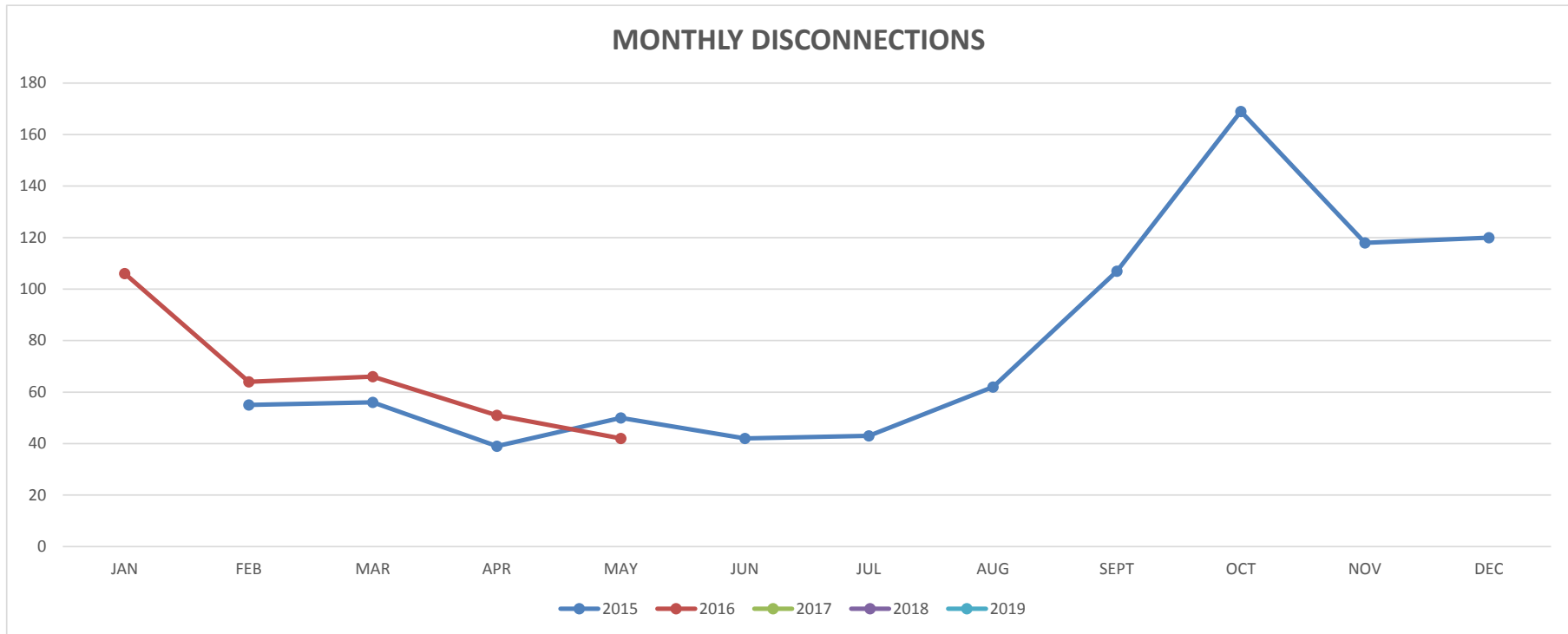
Year	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	Yrly. Gal. Total
2015	6,792	10,310	10,552	8,442	13,762	11,580	8,152	11,594	13,528	6,404	11,110	11,794	124,020
2016	12,275	9,482	7,656	9,650	7,938								47,001
2017													0
2018													0
2019													0



Monthly Penalties and Disconnections

Monthly Disconnections

Year	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	Yearly Total
2015		55	56	39	50	42	43	62	107	169	118	120	861
2016	106	64	66	51	42								329
2017													0
2018													0
2019													0





June 9, 2016

6323693

Ms. Jennifer J. Horton, Executive Director
Doña Ana Mutual Domestic Water Consumers Association
5535 Ledesma Drive, Las Cruces, NM 88007
P.O. Box 866, Doña Ana, NM 88032
(575) 526-3491, (575) 526-9306 (Fax)
jennifer@dawater.org

RE: DISTRICT 5 WATER PROJECT CONTRACT PACKAGE, DOÑA ANA MDWCA
CONSTRUCTION ADMINISTRATION AND RESIDENT PROJECT REPRESENTATIVE PHASE SERVICES


Dear Ms. Horton:

Enclosed please find the construction administration and resident project representative phases services contract package for the District 5 Water System Improvements Project, as provided under the 2015-03 contract agreement for water distribution support. The costs and scope of work presented herein are consistent with that discussed with the Executive Director and Project Manager of Doña Ana Mutual Domestic Water Consumers Association (MDWCA) on May 23, 2016. These construction phase services replace the previously approved construction administration and resident project representative construction phase services dated January 12, 2016. This scope change was established based on the current estimated construction time; the *Agreement between Owner and Contractor for Construction Contract* now includes 255 calendar day to substantial completion and 270 calendar days to be ready for final payment.

Following Doña Ana MDWCA Board review and approval, and Doña Ana MDWCA Board President execution of the agreement, one copy should be forwarded on to the funding agency for their review and concurrence. Please feel free to call if you should have any questions regarding the scope of work referred to herein.

Sincerely,

MILLER ENGINEERS, INC. D/B/A
SOUDER, MILLER & ASSOCIATES


Marty Howell, P.E.
Senior Engineer II
marty.howell@soudermiller.com


Lilla J. Reid, P.E.
Senior Design Manager
lilla.reid@soudermiller.com

cc: Mr. Abenicio Fernandez, Project Manager

REVISED WORKPLAN AND BUDGET
SERVICES RELATING TO THE DISTRICT 5 WATER SYSTEM IMPROVEMENTS PROJECT
DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION
DOÑA ANA, NEW MEXICO
JUNE 9, 2016

This workplan and budget is pursuant to the request by Doña Ana Mutual Domestic Water Consumers Association (MDWCA) to Souder, Miller & Associates (SMA) for the District 5 water system improvements project. The scope of work was provided to SMA by Ms. Jennifer J. Horton, Executive Director, in planning meetings held on May 23, 2016. These construction phase services replace the two previously approved construction phase services dated January 12, 2016. The tasks being replaced include: construction administration and resident project representative (aka construction observation). This scope includes the change in construction time; the *Agreement between Owner and Contractor for Construction Contract* now includes 255 calendar day to substantial completion and 270 calendar days to be ready for final payment.

The budgets for this phase of the project will use a combination of lump sum (fixed fee) and time and materials billing methods depending on how well defined the scope is for each item. The single task to be billed using a time and materials format will include an itemized breakdown of individual charges. The tasks to be billed on a lump sum basis will have an invoice that will not include an itemized breakdown of charges. However, invoices will be issued on a monthly basis reflecting the percentage complete to date.

Lump Sum Deliverable Schedule		
Task	Description	Budget Requested
P6T01	Construction Administration	\$56,696.00
Total Workplan Cost (not including NMGRT)		\$56,696.00

Time and Materials Deliverable Schedule		
Task	Description	Budget Requested
P6T10	Resident Project Representative	\$147,919.00
Total Workplan Cost (not including NMGRT)		\$147,919.00

P6T01- CONSTRUCTION ADMINISTRATION

Upon written authorization from Doña Ana MDWCA, SMA shall:

1. Act as the engineer as described in the contract documents for the project construction.
2. Consult with the Association and act as the Association's representative as provided in the agreement. All of the Association's instructions to the contractor will be issued through SMA who shall have authority to act on behalf of the Association in dealings with the contractor to the extent provided in this workplan of the construction documents.

3. As project representative, participate in a pre-construction conference prior to commencement of work at the site.
4. Make visits to the site at intervals appropriate to the various stages of construction, as SMA deems necessary, but at least monthly, in order to observe the progress and quality of the various aspects of the contractor's work. Based on information obtained during such visits and observations, SMA shall determine in general if such work is proceeding in accordance with the contract documents and technical specifications and shall keep the Association informed of the progress of the work.
5. Shall have authority during such visits to recommend to the Association that the contractor's work be disapproved and rejected while it is in progress if SMA believes that such work will not produce a completed project that conforms generally to the contract documents and technical specifications or that will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the contract documents and technical specifications.
6. Issue necessary clarifications and interpretations of the contract documents and technical specifications as appropriate to the orderly completion of the work. SMA may issue field orders authorizing minor variations from the requirements of the contract documents and technical specifications.
7. Recommend change orders and work change directives to the Association, as appropriate.
8. Review and approve submittals and other data that the contractor is required to submit, but only for conformance with the information given in the contract documents and compatibility with the design concept of the completed project as a functioning whole. Such reviews and approvals will be completed within 14 days of receipt of contractor's submittals by SMA and will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. SMA will verify and document contractor submittals are in accordance with the technical specification, material received is per the submittals, material installed, tested and measured per the technical specifications.
9. Based on review of applications for payment and accompanying support documentation, recommend the amounts that the contractor be paid. Such recommendations of payment will be in writing and will constitute SMA's representation to the Association, based on such observations and review, that, to the best of SMA's knowledge, the work has progressed to the point indicated, the quality of such work is generally in accordance with the contract documents, and the conditions precedent to contractors' being entitled to such payment appear to have been fulfilled in as so far as it is SMA's responsibility to observe the work.

The construction phase will commence with the execution of the construction agreement for the project or any part thereof and will terminate upon written recommendation by SMA of final payment to the contractor. Following notices from contractor that the entire work is ready for its intended use, in company with the Association, review agency, and contractor, SMA will conduct an inspection to determine if the work is substantially complete. If, after considering

any objections of the Association, SMA considers the work substantially complete; SMA shall deliver a certificate of substantial completion to the Association, review agency, and contractor.

P6T10- RESIDENT PROJECT REPRESENTATIVE

Upon written authorization from Doña Ana MDWCA, SMA shall:

1. Act as the construction observer as described in the contract documents for the project construction.
2. Participate in a pre-construction conference prior to commencement of work at the site.
3. Provide the services of a project representative / observer at the construction sites on a full-time basis for the estimated construction schedule of 270 calendar days (approximately 190 working days).
4. Make daily site visits in order to observe the progress and quality of the various aspects of the contractor's work. Based on information obtained during such visits and observations, SMA shall determine in general if such work is proceeding in accordance with the contract documents and technical specifications (including documentation of field quality control requirements) and shall keep the Association informed of the progress of the work.
5. Verify the quantities in applications for payment and accompanying support documentation and advise of the amounts that the contractor should be paid. SMA will verify and document contractor submittals are in accordance with the technical specification, material received is per the submittals, material installed, tested and measured per the technical specifications.

This workplan does not include fees for construction beyond the current funding. The cost of this workplan is intended for nine months of construction administration and resident project representative phase services. As discussed with Doña Ana MDWCA staff, if additional funding is secured or additional construction time is required, the above items will be addressed in subsequent workplans.

ATTACHMENTS

Please check the appropriate box and include applicable **attachments**

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 13th day of January 2015 by and between the Doña Ana Mutual Domestic Water Consumers Associations the OWNER, and Souder, Miller & Associates, the ENGINEER, the OWNER and ENGINEER agree this 16th day of June, 2016 that the OWNER shall compensate the ENGINEER for services described in Section B and Section C and further described in

ATTACHMENT I – Planning Services scope of work, cost proposal and compensation for Engineering Services During the Planning Phase

ATTACHMENT II – Design Services scope of work, cost proposal and compensation for Engineering Services During the Design Phase

ATTACHMENT III – Construction Services scope of work, cost proposal and compensation for Engineering Services During the Construction Phase

ATTACHMENT IV – Operational Services scope of work, cost proposal and compensation for Engineering Services During the Operation Phase

2. Compensation for ENGINEERING SERVICES shall be by the

LUMP SUM method of payment. The total amount of compensation for ENGINEERING SERVICES, as described in the appropriate ATTACHMENTS shall not exceed \$56,696.00, excluding gross receipt tax and reimbursables.

STANDARD HOURLY RATE WITH MAXIMUM method of payment. The total amount of hourly charges, excluding gross receipt tax and reimbursables, for ENGINEERING SERVICES as described in the appropriate ATTACHMENTS shall not exceed \$147,919.00 without prior written approval of the OWNER, with Funding Agency concurrence.

3. Compensation for ADDITIONAL ENGINEERING SERVICES (provided by the ENGINEER upon written authorization from the OWNER and concurrence of the Funding Agency), shall be by the

LUMP SUM method of payment. The total amount of compensation for ADDITIONAL ENGINEERING SERVICES, as described in the appropriate ATTACHMENT shall not exceed \$_____, excluding gross receipt tax and reimbursables.

STANDARD HOURLY RATE WITH MAXIMUM method of payment. The total amount of hourly charges, excluding gross receipt tax and reimbursables, for ADDITIONAL ENGINEERING SERVICES as described in the appropriate ATTACHMENT shall not exceed \$_____ without prior written approval of the OWNER and with Funding Agency concurrence.

4. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-5.

Contract Time under Section B. and for the purpose of Section A.8 shall be 270 calendar days for P6T01 and P6T10 after construction commencement calendar days (or as specified in the Attachments).

5. The OWNER and ENGINEER agree that as mutually agreeable, reasonable Liquidated Damages for delay (but not as a penalty), ENGINEER shall pay OWNER fifty dollars (\$50.00) (minimum fifty dollars [\$50.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement (See

attached project schedule - Gantt chart, bar chart, etc.) until the Work is complete and accepted by the OWNER. OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

6. The ENGINEER agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability and automobile insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER, or by the ENGINEER's employees, for the ENGINEER's functions and services required under this Agreement. Such insurance shall be in an amount not less than \$ 500,000 for injury to any one person and \$ 1,000,000 on account of any one accident and in the amount of not less than \$ 1,000,000 for property damage. The ENGINEER further agrees to procure and maintain professional liability (errors and omissions) insurance in an amount not less than \$ 1,000,000 per claim and in the aggregate. Prior to commencement of any work, the ENGINEER shall furnish to the OWNER a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least ten (10) calendar days prior written notice shall have been given to the OWNER. ENGINEER shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement.

7. OWNER shall pay ENGINEER applicable gross receipt taxes and reimbursable expenses at the rates set forth in the appropriate ATTACHMENTS. The amounts payable to ENGINEER for reimbursable expenses will be the project related internal expenses, such as mileage, per diem and reproduction, actually incurred or allocated by ENGINEER, plus all invoiced external reimbursable expenses, including consultants, allocable to the project, the latter multiplied by a factor of 1.1 (1.1 MAXIMUM). Mileage will be reimbursed at the current federally approved IRS rate. Reimbursable expenses shall not exceed the estimate in the ATTACHMENT without prior written approval of the OWNER, with Funding Agency concurrence.

8. The method for interim or partial payments, such as milestone or time & materials, shall be: Invoices will be issued on a monthly basis reflecting the percentage complete to date and at milestones.


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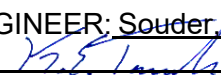
9. Signatures

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

ATTEST: _____
Type Name Dr. Kurt Anderson
Title Secretary / Treasurer
Date 16Jun16

OWNER: Doña Ana MDWCA
By _____
Type Name Mr. Jim Melton
Title President
Date 16Jun16

ATTEST:  _____
Type Name Lilla J. Reid, P.E.
Title Senior Design Manager
Date 09Jun16

ENGINEER: Souder, Miller & Associates
By  _____
Type Name Karl E. Tonander, P.G., P.E.
Title Senior Vice-President
Address 401 N. Seventeenth St., Ste 4
Las Cruces, NM 88005
Date 09Jun16

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

Summary of Cost Proposal

Souder, Miller & Associates

Professional Services and Expenses Task/Hours/Fee Breakdown Related To

Project Description: DAMDWCA W District 5
Project Number: 6323693
Owner: Doña Ana MDWCA
Date of Submittal: June 9, 2016
Tax Rate on Services: 8.3125%

Note: Figures in this table do not include tax.

TOTALS

PHASE/ CATEGORY OF WORK	Subtotal	NMGRT	Total
P6T01- Resident Project Representative- LS	\$ 56,696.00	\$ 4,712.86	\$ 61,408.86
P6T10- Construction Observation- T&M	\$ 147,919.00	\$ 12,295.77	\$ 160,214.77
TOTAL	\$ 204,615.00	\$ 17,008.62	\$ 221,623.62

EXHIBIT C.2 - COST PROPOSAL

**Souder, Miller & Associates
Professional Services and Expenses Task/Hours/Fee Breakdown Related To
CONSTRUCTION Administration and**

Project Description: DAMDWCA W District 5
Project Number: 6323693
Owner: Doña Ana MDWCA
Date of Submittal: June 9, 2016
Tax Rate on Services: 8.3125%
 Note: Figures in this table do not include tax.

Job Description	Principal	Senior Eng./Sur. Mgr. II	Project Eng./Sci. Mgr I	Staff EIT/LSIT Sci. II	Eng/CAD Surv/Field Tech III	Eng/CAD Surv/Field Tech II	Construc. Observer III	Admin II	GPS Equipment	Mileage	Expenses	Total SMA	Total Task
Billing Rate per Unit	\$ 162	\$ 135	\$ 92	\$ 87	\$ 80	\$ 70	\$ 82	\$ 58	\$ 20	\$ 0.565	\$ 1.00		
Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Mi	Actual	\$	\$
Task													
P6T01- Resident Project Representative- LS													
Construction Contract		4	4	6								\$ 1,430	
Pre-Construction Conf Prep		2	4					5			50	\$ 978	
Pre-Construction Conference/ Site Visit		5	5							20		\$ 1,146	
Change Orders/Field Orders		8	12	6			2					\$ 2,870	
Video Site			8	4						20	100	\$ 1,195	
Verify Design Intent w/ Staking		2	4	4						20		\$ 997	
On-Site Meetings		26	30							300	90	\$ 6,530	
Review/Approve Submittals	4	20	40	30	24		8					\$ 12,214	
Evaluate Contractor Pay Requests (9)		36	72				10					\$ 12,304	
Coordinate/Attend Partial Payments (9)		45	18					1		120	90	\$ 7,947	
RFI Responses and Engineering Directives	3	10	20	8			5					\$ 4,782	
Coordinate/Attend Substantial Completion		5	8	2				1		20		\$ 1,654	
Final CO / Pay Request / Punch List		2	5									\$ 730	
Coordinate / Attend Final Walkthrough		5	5									\$ 1,135	
Management and Invoicing		4						4		20		\$ 783	
Subtotal Hours:	7	174	235	60	24	0	25	11	0	520	330	\$ 56,696	\$ 56,696
Subtotal Cost:	\$ 1,134	\$ 23,490	\$ 21,620	\$ 5,220	\$ 1,920	\$ -	\$ 2,050	\$ 638	\$ -	\$ 294	\$ 330	\$ 56,696	\$ 56,696

P6T10- Construction Observation- T&M													
Number of Visits = 190		10	24	12			1710			3800	950	\$ 147,919	
Hours per Visit = 9													
Frequency of Visits = Daily/Full Time													
Includes Pay Meeting Attendance													
Subtotal Hours:	0	10	24	12	0	0	1710	0	0	3800	950	\$ 147,919	\$ 147,919
Subtotal Cost:	\$ -	\$ 1,350	\$ 2,208	\$ 1,044	\$ -	\$ -	\$ 140,220	\$ -	\$ -	\$ 2,147	\$ 950	\$ 147,919	\$ 147,919

Total Cost of Construction Phase Services: \$ 204,615



June 9, 2016

#6324416

Ms. Jennifer J. Horton, Executive Director
Doña Ana Mutual Domestic Water Consumers Association
5535 Ledesma Drive, Las Cruces, NM 88007
P.O. Box 866, Doña Ana, NM 88032
(575) 526-3491, (575) 526-9306 (Fax)
jennifer@dawater.org

RE: WASTEWATER VACUUM STATION BUILDING PROJECT, DOÑA ANA MDWCA
CONSTRUCTION PHASE SERVICES


Dear Ms. Horton:

Enclosed please find the contract package for the Wastewater Vacuum Station Building Project, as provided under the 2015-02 contract agreement for wastewater. The costs and scope of work presented herein are consistent with that discussed with the Doña Ana Mutual Domestic Water Consumers Association (MDWCA) in project meetings held on September 9, 2015, October 15, 2015 and most recently on May 23, 2016. These construction phase services replace the previously approved construction phase services dated October 27, 2015. The tasks being replaced include: bid administration, construction administration, resident project representative, and record drawings/closeout documents.

Following Doña Ana MDWCA Board review and approval, and Doña Ana MDWCA Board President execution of the agreement, one copy should be forwarded on to the funding agency. Please feel free to call if you should have any questions regarding the scope of work referred to herein.

Sincerely,

MILLER ENGINEERS, INC. D/B/A
SOUDER, MILLER & ASSOCIATES


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cc: Mr. Abenicio Fernandez, Project Manager

REVISED WORKPLAN AND BUDGET

**SERVICES RELATING TO THE CONSTRUCTION PHASE SERVICES FOR THE WASTEWATER VACUUM STATION
DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION
DOÑA ANA, NEW MEXICO
JUNE 9, 2016**

This workplan and budget is in response to the request by Doña Ana Mutual Domestic Water Consumers Association to Souder, Miller & Associates (SMA) for construction phase services for a wastewater vacuum station. The scope of work was discussed with Ms. Jennifer J. Horton, Executive Director and Mr. Abenicio Fernandez, Project Manager in planning meetings held on September 9, 2015, October 15, 2015 and most recently May 23, 2016. This project phase services includes and replaces the bid facilitation, construction administration, resident project representative, and record drawings/closeout documents tasks for a wastewater vacuum station building that was signed by Doña Ana MDWCA on October 27, 2015. This will involve the construction phase services necessary to construct the vacuum station building and the alternative equipment in the vacuum building.

The budgets for this phase of the project will use a combination of lump sum (fixed fee) and time and materials billing methods depending on how well defined the scope is for each item. The single task to be billed using a time and materials format will include an itemized breakdown of individual charges. The tasks to be billed on a lump sum basis will have an invoice that will not include an itemized breakdown of charges. However, invoices will be issued on a monthly basis reflecting the percentage complete to date.

Lump Sum Deliverable Schedule		
Task	Description	Budget Requested
P5T01	Bid Administration	\$9,227.00
P6T01	Construction Administration	\$19,450.00
P7T01	Closeout / Record Drawings	\$7,810.00
Total Workplan Cost (not including NMGRT)		\$36,487.00

Time and Materials Deliverable Schedule		
Task	Description	Budget Requested
P6T10	Resident Project Representative	\$52,002.00
Total Workplan Cost (not including NMGRT)		\$52,002.00

P5T01- BID ADMINISTRATION

Bid support includes activities associated with a single round of bidding for the proposed project. These services will include preparation and posting of an electronic bid via the SMA web site, conducting a pre-bid conference and bid opening to be held at the Doña Ana MDWCA multipurpose room, answering contractor bidder) questions, preparation and distribution of addenda as required, review and documentation of bids received by the Association, recommendation of award to the Association, issuance of a Notice of Award, preparation of final contract packages, distribution of contract packages for execution and issuance of a Notice to Proceed.

P6T01- CONSTRUCTION ADMINISTRATION

Upon written authorization from Doña Ana MDWCA, SMA shall:

1. Act as the engineer as for the project construction.
2. Consult with the Association and act as the Engineer as provided in the NMED Standard Agreement. All of the Association's instructions to the contractor will be issued through SMA who shall have authority to act on behalf of Doña Ana MDWCA in dealings with the contractor to the extent provided in this workplan of the construction documents.
3. As project representative, conduct a pre-construction conference prior to commencement of work at the site.
4. Make visits to the site at intervals appropriate to the various stages of construction, as SMA deems necessary, but at least monthly (usually corresponding with a construction progress meeting), in order to observe the progress and quality of the various aspects of the contractor's work.
5. During such visits SMA will recommend to the Association that the contractor's work be disapproved and rejected while it is in progress if SMA believes that such work will not produce a completed project that conforms generally to the contract documents and technical specifications or that will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the contract documents and technical specifications.
6. Issue necessary clarifications and interpretations of the contract documents and technical specifications as appropriate to the orderly completion of the work. SMA may issue field orders authorizing minor variations from the requirements of the contract documents and technical specifications.
7. Recommend change orders and work change directives to the Association, as appropriate, and work with funding agencies to obtain their concurrence.
8. Review and approve submittals and other data that the contractor is required to submit, but only for conformance with the contract documents and compatibility with the design concept of the completed project as a functioning whole. Such reviews and approvals will be completed within 14 days of receipt of contractor's submittals by SMA and will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. SMA will verify and document that contractor submittals are in accordance with the technical specification.
9. Based on review of applications for payment and accompanying support documentation, recommend the amounts that the contractor be paid. Such recommendations of payment will be in writing and will constitute SMA's representation to the Association, based on such observations and review, that, to the best of SMA's knowledge, the work has progressed to the point indicated, the quality of such work is generally in accordance with the contract documents, and the conditions precedent to contractors' being entitled to such payment appear to have been fulfilled in as so far as it is SMA's responsibility to observe the work.

The construction phase will commence with the execution of the construction agreement for the project and will terminate upon written recommendation by SMA of final payment to the contractor. Following notices from the contractor that the entire work is ready for its intended use,

in company with the Association, review agency, and contractor, SMA will conduct a meeting to determine if the work is substantially complete. If, after considering any objections of the Association, SMA considers the work substantially complete; SMA will deliver a certificate of substantial completion to the Association, review agency, and contractor.

P6T10- RESIDENT PROJECT REPRESENTATIVE

Upon written authorization from Doña Ana MDWCA, SMA shall:

1. Act as the construction observer for the project construction.
2. Participate in a pre-construction conference prior to commencement of work at the site.
3. SMA will attempt to provide the services of a resident project representative / observer at the construction sites on a partial basis (approximately 6 hours/day for 90 days) for the estimated construction schedule of 150 calendar days (approximately 107 construction working days).
4. Provide additional onsite critical juncture oversight as determined by the Engineer and expert advice during construction.
5. Make site visits in order to observe the progress and quality of the various aspects of the contractor's work. Based on information obtained during such visits and observations, SMA shall determine in general if such work is proceeding in accordance with the contract documents and technical specifications (including documentation of field quality control requirements) and shall keep the Association informed of the progress of the work.
6. Verify the quantities in applications for payment and accompanying support documentation and advise of the amounts that the contractor should be paid. SMA will verify and document contractor submittals are in accordance with the technical specification, material received is per the submittals, material installed, tested and measured per the technical specifications.

P7T02 – CLOSEOUT DOCUMENTS/RECORD DRAWINGS

SMA will prepare and furnish the Association record drawings showing appropriate record information based on project documentation received from the contractor. SMA will update the construction plans to reflect changes made during construction. Record Drawings will be prepared utilizing the As-Built drawings provided by the Contractor. SMA will deliver the original record drawings and three (3) hardcopies (and one digital pdf copy) to the owner upon completion. Provide direction and assistance on funding project closeout document to be submitted to the funding agency.

Note: SMA has not included funding for application fees or insurance fees that may be required by right of way management agencies. These fees shall be paid directly by Doña Ana MDWCA.

ATTACHMENTS

Please check the appropriate box and include applicable **attachments**

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 13th day of January 2015 by and between the Doña Ana Mutual Domestic Water Consumers Association the OWNER, and Souder, Miller & Associates, the ENGINEER, the OWNER and ENGINEER agree this 16th day of June, 2016 that the OWNER shall compensate the ENGINEER for services described in Section B and Section C and further described in

ATTACHMENT I – Planning Services scope of work, cost proposal and compensation for Engineering Services During the Planning Phase

ATTACHMENT II – Design Services scope of work, cost proposal and compensation for Engineering Services During the Design Phase

ATTACHMENT III – Construction Services scope of work, cost proposal and compensation for Engineering Services During the Construction Phase

ATTACHMENT IV – Operational Services scope of work, cost proposal and compensation for Engineering Services During the Operation Phase

2. Compensation for ENGINEERING SERVICES shall be by the

LUMP SUM method of payment. The total amount of compensation for ENGINEERING SERVICES, as described in the appropriate ATTACHMENTS shall not exceed \$36,487.00, excluding gross receipt tax and reimbursables.

STANDARD HOURLY RATE WITH MAXIMUM method of payment. The total amount of hourly charges, excluding gross receipt tax and reimbursables, for ENGINEERING SERVICES as described in the appropriate ATTACHMENTS shall not exceed \$52,002.00 without prior written approval of the OWNER, with Funding Agency concurrence.

3. Compensation for ADDITIONAL ENGINEERING SERVICES (provided by the ENGINEER upon written authorization from the OWNER and concurrence of the Funding Agency), shall be by the

LUMP SUM method of payment. The total amount of compensation for ADDITIONAL ENGINEERING SERVICES, as described in the appropriate ATTACHMENT shall not exceed \$_____, excluding gross receipt tax and reimbursables.

STANDARD HOURLY RATE WITH MAXIMUM method of payment. The total amount of hourly charges, excluding gross receipt tax and reimbursables, for ADDITIONAL ENGINEERING SERVICES as described in the appropriate ATTACHMENT shall not exceed \$_____ without prior written approval of the OWNER and with Funding Agency concurrence.

4. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-5.

Contract Time under Section B. and for the purpose of Section A.8 shall be 45 calendar days for P5T01 after notice to proceed by owner, 150 calendar days for P6T01 and P6T10 after construction commencement, and 60 calendar days for P7T01 after substantial completion (or as specified in the Attachments).

5. The OWNER and ENGINEER agree that as mutually agreeable, reasonable Liquidated Damages for delay (but not as a penalty), ENGINEER shall pay OWNER fifty dollars (\$50.00) (minimum fifty dollars [\$50.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement (See

attached project schedule - Gantt chart, bar chart, etc.) until the Work is complete and accepted by the OWNER. OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

6. The ENGINEER agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability and automobile insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER, or by the ENGINEER's employees, for the ENGINEER's functions and services required under this Agreement. Such insurance shall be in an amount not less than \$500,000 for injury to any one person and \$1,000,000 on account of any one accident and in the amount of not less than \$1,000,000 for property damage. The ENGINEER further agrees to procure and maintain professional liability (errors and omissions) insurance in an amount not less than \$1,000,000 per claim and in the aggregate. Prior to commencement of any work, the ENGINEER shall furnish to the OWNER a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least ten (10) calendar days prior written notice shall have been given to the OWNER. ENGINEER shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement.

7. OWNER shall pay ENGINEER applicable gross receipt taxes and reimbursable expenses at the rates set forth in the appropriate ATTACHMENTS. The amounts payable to ENGINEER for reimbursable expenses will be the project related internal expenses, such as mileage, per diem and reproduction, actually incurred or allocated by ENGINEER, plus all invoiced external reimbursable expenses, including consultants, allocable to the project, the latter multiplied by a factor of 1.1 (1.1 MAXIMUM). Mileage will be reimbursed at the current federally approved IRS rate. Reimbursable expenses shall not exceed the estimate in the ATTACHMENT without prior written approval of the OWNER, with Funding Agency concurrence.

8. The method for interim or partial payments, such as milestone or time & materials, shall be: Invoices will be issued on a monthly basis reflecting the percentage complete to date.


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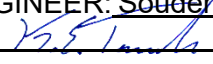
9. Signatures

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

ATTEST: _____
Type Name Dr. Kurt Anderson
Title Secretary / Treasurer
Date 16Jun16

OWNER: Doña Ana MDWCA
By _____
Type Name Mr. Jim Melton
Title President
Date 16Jun16

ATTEST:  _____
Type Name Lilla J. Reid, P.E.
Title Senior Design Manager
Date 09Jun16

ENGINEER: Souder, Miller & Associates
By  _____
Type Name Karl E. Tonander, P.G., P.E.
Title Senior Vice-President
Address 401 N. Seventeenth St., Ste 4
Las Cruces, NM 88005
Date 09Jun16

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

Summary of Cost Proposal

Souder, Miller & Associates

Professional Services and Expenses Task/Hours/Fee Breakdown Related To

Project Description: Doña Ana MDWCA Wastewater Vacuum Station
Project Number: 6324416
Owner: Doña Ana MDWCA
Date of Submittal: June 9, 2016
Tax Rate on Services: 8.3125%

TOTALS

PHASE/ CATEGORY OF WORK	Subtotal	NMGRT	Total
P5T01 - Bid Administration	\$ 9,227.00	\$ 766.99	\$ 9,993.99
P6T01 - Construction Administration	\$ 19,450.00	\$ 1,616.78	\$ 21,066.78
P6T10 - Resident Project Representative	\$ 52,002.00	\$ 4,322.67	\$ 56,324.67
P7T02 - Record Drawings/Closeout Documents	\$ 7,810.00	\$ 649.21	\$ 8,459.21
TOTALS	\$ 88,489.00	\$ 7,355.65	\$ 95,844.65

EXHIBIT C.2 - COST PROPOSAL

Souder, Miller & Associates

Professional Services and Expenses Task/Hours/Fee Breakdown Related To

CONSTRUCTION PHASE - BASIC ENGINEERING SERVICES

Project Description: Doña Ana MDWCA Wastewater Vacuum Station
Project Number: 6324416
Owner: Doña Ana MDWCA
Date of Submittal: June 9, 2016
Tax Rate on Services: 8.3125%

Note: Figures in this table do not include tax.

Job Description	Principal	Senior Design Manager	Senior Eng./Sur. Mgr. II	Project Eng./Sci. Mgr I	Eng/CAD Surv/Field Tech III	Admin III	Mileage	Expenses	Total SMA	Sub Contracts	Total Task
Billing Rate per Unit	\$ 200	\$ 180	\$ 160	\$ 105	\$ 85	\$ 85	\$ 0.54	\$ 1.00			
Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Mi	Actual	\$	\$	\$
Task											
P5T01 - Bid Administration											
Pre-Advertisement Coordination			1	1					\$ 265		
Advertisement for Bids				1		1			\$ 190		
Preparation/Distribution Packets (10)		1	1	5	8	10		200	\$ 2,595		
Pre-Bid Conference			3	3			20		\$ 806		
Addenda and Clarifications		2	4	6		4		30	\$ 2,000		
Receive Bids, Bid Opening		2		2			20		\$ 581		
Evaluate Bids / Call Ref	1	1	2	8		2			\$ 1,710		
Recommendation/Award of Bid		1	2	3					\$ 815		
Management and Invoicing		1				1			\$ 265		
Subtotal Hours:	1	8	13	29	8	18	40	230	\$ 9,227	\$ -	\$ 9,227
Subtotal Cost:	\$ 200	\$ 1,440	\$ 2,080	\$ 3,045	\$ 680	\$ 1,530	\$ 22	\$ 230	\$ 9,227		

P6T01 - Construction Administration											
Execute Construction Contract			1	1		1			\$ 350		
Pre-Construction Conf Prep	1		1	1					\$ 465		
Pre-Construction Conference / Site Visit			2	2			20	20	\$ 561		
Change Orders / Field Orders			3	5					\$ 1,005		
Verify Design Intent w/ Staking				6	6		20	50	\$ 1,201		
On-Site Meetings (4)		2	3	4			80		\$ 1,303		
Review/Approve Submittals			5	20				10	\$ 2,910		
Evaluate Contractor Pay Requests (5)		2	3	12					\$ 2,100		
Coordinate / Attend Partial Payments (5)			10	10		1	100	20	\$ 2,809		
RFI Responses and Engineering Directives	1		6	10				10	\$ 2,220		
Client Update Meetings (5)		4	5						\$ 1,520		
Coordinate / Attend Substantial Completion			2	3			20		\$ 646		
Final CO / Pay Request / Punch List		1	2	5					\$ 1,025		
Coordinate / Attend Final Walkthrough			2	2			20		\$ 541		
Management and Invoicing		2				5		10	\$ 795		
Subtotal Hours:	2	11	45	81	6	7	260	120	\$ 19,450	\$ -	\$ 19,450
Subtotal Cost:	\$ 400	\$ 1,980	\$ 7,200	\$ 8,505	\$ 510	\$ 595	\$ 140	\$ 120	\$ 19,450		

Total Cost of Construction Phase Services: \$ 28,677

EXHIBIT C.2 - COST PROPOSAL

Souder, Miller & Associates

Professional Services and Expenses Task/Hours/Fee Breakdown Related To

RPR AND RECORD DRAWINGS PHASE SERVICES

Project Description: Dofia Ana MDWCA Wastewater Vacuum Station
Project Number: 6324416
Owner: Dofia Ana MDWCA
Date of Submittal: June 9, 2016
Tax Rate on Services: 8.3125%

Note: Figures in this table do not include tax.

Job Description	Principal	Senior Design Manager	Senior Eng./Sur. Mgr. II	Project Eng./Sci. Mgr I	Eng/CAD Surv/Field Tech III	Construc. Observer III	Admin III	Mileage	Expenses	Total SMA	Total Task
Billing Rate per Unit	\$ 200	\$ 180	\$ 160	\$ 105	\$ 85	\$ 90	\$ 85	\$ 0.54	\$ 1.00		
Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Mi	Actual	\$	\$
Task											
P6T10 - Resident Project Representative											
On-site construction observation			3	10		540		1800	900	\$ 52,002	
Number of Visits = 90										\$ -	
Hours per Visit = 6										\$ -	
Basis of Visits = Part-Time										\$ -	
Subtotal Hours:	0	0	3	10	0	540	0	1800	900	\$ 52,002	\$ 52,002
Subtotal Cost:	\$ -	\$ -	\$ 480	\$ 1,050	\$ -	\$ 48,600	\$ -	\$ 972	\$ 900	\$ 52,002	

P7T02 - Record Drawings/Closeout Documents											
Closeout Documents	1		2	6			2			\$ 1,320	
Contractor Meeting			2			2				\$ 500	
Record Drawings			3	5	30	2			200	\$ 3,935	
Review Meeting w/ Client		2	2							\$ 680	
Production				2	4		1			\$ 635	
Record Drawing Submittals			1	2			2		200	\$ 740	
Subtotal Hours:	1	2	10	15	34	4	5	0	400	\$ 7,810	\$ 7,810
Subtotal Cost:	\$ 200	\$ 360	\$ 1,600	\$ 1,575	\$ 2,890	\$ 360	\$ 425	\$ -	\$ 400	\$ 7,810	

Total Cost of RPR and Record Drawing Phase Services: \$ 59,812