



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 February 9, 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 01-26-2016 Regular Meeting
2. Minutes of 01-28-2016 Special 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

3. Executive Director

New Business

None

Consent Agenda

None

Unfinished Business

4. Approval of Resolution 2016 – 03 Second Amended Open Meetings Act
5. Approval of Resolution 2016 – 04 CIF 3349 Loan Documents
6. Approval of to submit IRS Form 990

Closed Session:

As authorized by the Open Meetings Act, New Mexico Statutes Annotated, Section 10-15-1, Subsections H (2), H (7) and H (8), the following portion of the Board Meeting will be conducted in closed session:

1. Real Property and Water Right Acquisition o
2. Litigation and Threatened Litigation
3. Limited Personnel Matters

Take action, if any on closed session items

Legal Update

7. Westmoreland case status
8. Moongate case status
9. 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 Jennifer Horton 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, January 26, 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

Board Member- Kay Trujillo, Present

Board Member- Kurt Anderson, Present

Others in Attendance:

Executive Director- Jennifer Horton, Present

Legal Counsel- Lee E. Peters, Present

Administrative Assistant- Edward B. Salomón, Present

Approval of Agenda

Mr. Anderson moved to approve the agenda for the January 26, 2016 regular Board Meeting as presented; the motion was seconded by Mrs. Trujillo. 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 January 12, 2016 as presented; the motion was seconded by Mrs. Trujillo. 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.

New Members & New Meters

Mr. Anderson moved to approve the New Members and New Meters list as presented; the motion was seconded by Mrs. Trujillo. The Chair called for discussion of the motion: Mr. Anderson stated that there were four (4) new members and eight (8) new meters. The Chair called for a vote on the motion; the motion carried by roll call vote 4-0.

Customer Issues and Public Input

None

Board President Report

Mr. Melton reports:

Mr. Melton reported that Mr. Anderson, Mrs. Horton and himself attended the Extra Territorial Zoning (ETZ) meeting on January 21, 2016. An application by Mr. Thurston for a zoning change was not approved by the Commission.

Staff Reports

Executive Director

Mrs. Horton reports- see attachment A

Mrs. Horton reported on current loans and current available funding as of January 20, 2016.

Mrs. Horton stated that two (2) funding items are still pending which is a loan with New Mexico Finance Authority (NMFA) for the southeast collection which is new vacuum

station. We have received all of the loan documents for legal and staff review and then it will go before the Board of Directors on February 9, 2016 so they can review the loan agreements. The grant/loan amount is for \$677,643. The other pending loan is from the United States Department of Agriculture (USDA) for the Radium Springs Project which has been moved forward with the recommendation of an 80/20 split with \$4,033,469 as the grant and \$806,693.80 as the loan. We also have a second pending USDA loan which will fund the remainder of the Southeast collection phase 1 which is split into four (4) sections because it is such a large project. USDA is starting to review our application and they are trying to secure funding for the project. Mrs. Horton stated that we have filled the position in operations with Ernest Armendariz who is a level 2 operator. We also hired Julie Martinez who is our new Customer Service Representative 1. We are now fully staffed in the customer service department. We still have one (1) more pending position in the accounting department and we are currently reviewing resumes and hope to interview candidates sometime next week.

Unfinished Business

Mr. Anderson moved to approve Resolution 2016-02 Authorizing Matching Funds for CIF-3349 as presented; the motion was seconded by Mrs. Trujillo. 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.

Mr. Anderson moved to approve Policy 1027.0 Wastewater Connection Fee as presented; the motion was seconded by Mrs. Trujillo. 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.

Mr. Anderson moved approval to Award Construction Contract for the Railroad Crossings to Burns Construction as presented; the motion was seconded by Mrs. Trujillo. 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.

Mr. Anderson moved approval to Award the Well Drilling Contract for Well 11 to D&J Pump Well Service as presented; the motion was seconded by Mrs. Trujillo. 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.

Mr. Anderson moved to approve the Contract for General Service with Fox Consulting as presented; the motion was seconded by Mrs. Trujillo. 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.

Mr. Anderson moved approval to change 2016 Board Meeting Days to the first and third Thursday of the month as presented; the motion was seconded by Mrs. Trujillo. 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.

Mr. Anderson moved to approve Certification of 2016 Election Results as presented; the motion was seconded by Mrs. Trujillo. 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.

Closed Session

Mr. Anderson moved to go into closed session at 9:45 A.M.; the motion was seconded by Mrs. Trujillo. The Chair called for a vote on the motion; the motion carried by roll call vote 4-0.

As authorized by the Open Meetings Act, New Mexico Statutes Annotated, Section 10-15-1, Subsections H (2), H (7) and H (8), the following portion of the Board Meeting will be conducted in close session:

1. Real Property and Water Right Acquisition
2. Litigation and Threatened Litigation
3. Limited Personnel Matters

Mr. Anderson moved to go into Open Session at 10:48 A.M.; the motion was seconded by Mrs. Trujillo. The Chair called for a vote on the motion; the motion carried by roll call vote 3-0.

Mr. Melton reported that only the items on the agenda were discussed in closed session and that there were no items requiring action as a result of the closed session.

Legal Update

Westmoreland Case- There is no Change in status.

Moongate Case- There is no Change in status.

General Legal Update- We have received emergency authorization for the State Engineer to drill and use the replacement well at Fort Selden. We are publishing notice of that application which is required by law, but in the meantime we are able to drill and use the well under the conditions set forth in the emergency authorization. Mr. Peters stated that there may be a Bill introduced in the Legislature that could affect Doña Ana MDWCA. The Regional Utility Authority Act has been reintroduced and Mr. Peters has reviewed House Bill 196 but it seems to be the same as last year's bill.

Open Discussion

The Board of Directors discussed holding a workshop to revise the Bylaws and Articles of Incorporation. They also discussed holding a public meeting to get input on the revised Bylaws and Articles of Incorporation.

Mr. Melton discussed the Annual Meeting and how he wanted to recognize Mrs. Balizan for all of her years of service.

Mr. Melton suggested to declare that the seat for District 3 vacant so that we can begin the process to appoint a new Board Member.

Mr. Anderson mentioned that he was still doing some homework on solar energy and was meeting with different vendors to request information. Mrs. Horton stated that we need to follow the procurement process and put out a Request for Information (RFI) so that everyone has a fair chance to get the same information that we are requesting.

Adjournment

Mr. Anderson moved to adjourn at 11:37 P.M.; the motion was seconded by Mrs. Trujillo. The Chair called for a vote on the motion: and the motion carried by roll call vote 4-0.

Board President
James F. Melton

Date



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The following are the minutes of the Special Board Meeting of the Doña Ana Mutual Domestic Water Consumers Association Board of Directors, January 28, 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

Board Member- Kurt Anderson, Present

Board Member- Ray Ponteri, Present

Others in Attendance:

Executive Director- Jennifer Horton, Present

Administrative Assistant- Edward B. Salomon, Present

Approval of Agenda

Mr. Anderson moved to approve the agenda as presented; the motion was seconded by Mr. Ponteri. 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.

Board President Report

Mr. Melton had nothing to report.

Mr. Melton reported that Doña Ana MDWCA held an Annual Membership Meeting on January 27, 2016 and we were unable to achieve a quorum so the meeting was recessed to be reconvened on March 31, 2016 at 7:00 P.M. at the Doña Ana Elementary School.

Unfinished Business

Oath of Office

Mr. Melton raised his right hand and stated the Oath of Office.

Mr. Stull raised his right hand and stated the Oath of Office.

Mr. Anderson raised his right hand and stated the Oath of Office.

Mr. Ponteri raised his right hand and stated the Oath of Office.

Election of Officers

Mr. Anderson nominated Mr. Melton to retain his position as Board President; Mr. Melton accepted the nomination.

Mr. Ponteri moved to close nominations for Board President; 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.

Mr. Anderson nominated Mr. Stull to retain his position as Board Vice President; Mr. Stull accepted the nomination.

Mr. Ponteri moved to close nominations for Board Vice President; the motion was seconded by Mr. Anderson. The Chair called for a vote on the motion; the motion carried by roll call vote 4-0.

Mr. Stull nominated Mr. Anderson for Board Secretary/Treasurer; Mr. Anderson accepted the nomination.

Mr. Ponteri moved to close nominations for Board Secretary/Treasurer; the motion was seconded by Mr. Anderson. The Chair called for a vote on the motion; the motion carried by roll call vote 4-0.

The Chair called for a roll call vote to elect Mr. Anderson as Secretary/Treasurer; the roll call vote carried 4-0.

Officers Oath of Office

Mr. Melton raised his right hand and stated the Officers Oath of Office.

Mr. Stull raised his right hand and stated the Officers Oath of Office.

Mr. Anderson raised his right hand and stated the Officers Oath of Office.

Open Board Discussion

Mr. Melton discussed duties of the Board Members with the new Board Member Mr. Ponteri.

Mrs. Horton also discussed upcoming conferences that Board Members could attend if they decide attend.

Mr. Ponteri gave a brief synopsis on his experience and asked questions to the Board of the Directors.

Adjournment

Mr. Stull moved to adjourn at 10:17 A.M.; the motion was seconded by Mr. Anderson. The Chair called for a vote on the motion: and the motion carried by roll call vote 4-0.

Kurt Anderson
Secretary/Treasurer

Date

DRAFT

FEBRUARY 2016									
New Meters	Name	Address	Tap In Fee	Water Rights	Membership	Tax	Sewer	Other Fee:	Total Fees
	KENTON MARTIN	2814 LA UNION			\$75.00	\$3.75			\$78.75
	MARIA VILLANUEVA	108 COUES DEER			\$ 75.00	\$ 3.75		\$	78.75
	LARRY CHETTINGEN	4232 FIREWEED DR.			\$ 75.00	\$ 3.75		\$	78.75
	SHANNON BLAIR	2876 LA UNION			\$ 75.00	\$ 3.75		\$	78.75
	GRISELDA NAVA	CALLE DE MURRILO	\$1,340.67	\$1,750.00	\$ 75.00	\$ 158.28		\$	\$3,323.95
	DALE BROOKE WALLAC	1626 VIA TURQUESA			\$ 75.00	\$ 3.75		\$	78.75
	SHIRLEY PEROUTKA	7204 MADERA VIEJA	\$1,340.67	\$1,750.00	\$ 75.00	\$ 158.28		\$	\$3,323.95
Totals			\$ -	\$ -	\$ 525.00	\$ 335.31		\$ -	7,041.65



My Budget Report

Group Summary

For Fiscal: FY2015 - 2016 Period Ending: 02/29/2016

StateRpt2	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Operating Fund						
Revenue						
400 - Interest Income from Bank Accounts and CD's	28,000.00	28,000.00	0.00	16,054.17	-11,945.83	42.66 %
410 - Rental Income	5,700.00	5,700.00	0.00	1,900.00	-3,800.00	66.67 %
420 - Water and Wastewater Sales	3,378,000.00	3,379,000.00	9,059.23	2,099,751.14	-1,279,248.86	37.86 %
430 - Miscellaneous	78,625.00	80,500.00	629.91	22,135.90	-58,364.10	72.50 %
700 - Water Rights Revenue	153,300.00	153,300.00	0.00	39,677.62	-113,622.38	74.12 %
Revenue Total:	3,643,625.00	3,646,500.00	9,689.14	2,179,518.83	-1,466,981.17	40.23 %
Expense						
500 - Personnel Expenses	1,168,700.00	1,169,200.00	0.00	555,524.96	613,675.04	52.49 %
505 - Mileage and Per Diem	13,500.00	18,500.00	0.00	14,660.36	3,839.64	20.75 %
515 - Vehicle Expense	50,000.00	46,500.00	0.00	25,809.70	20,690.30	44.50 %
520 - Building Expense	2,700.00	2,700.00	0.00	691.09	2,008.91	74.40 %
525 - Utilities	285,620.00	285,620.00	0.00	131,055.42	154,564.58	54.12 %
530 - Telephone	18,500.00	18,500.00	0.00	8,990.09	9,509.91	51.40 %
535 - Postage Expense	69,620.00	69,620.00	0.00	27,651.29	41,968.71	60.28 %
540 - Office Supplies and Other Expenses	230,650.00	250,650.00	0.00	89,897.83	160,752.17	64.13 %
545 - Advertising and Public Relations	3,000.00	5,000.00	0.00	7,297.59	-2,297.59	-45.95 %
550 - Training Workshops	13,500.00	14,000.00	0.00	11,525.00	2,475.00	17.68 %
555 - Annual Audit/Financial Report Expenses	19,000.00	19,000.00	0.00	11,346.56	7,653.44	40.28 %
560 - Dues and Board Fees	11,400.00	11,400.00	0.00	4,180.00	7,220.00	63.33 %
570 - System Repairs	142,200.00	224,000.00	0.00	76,249.23	147,750.77	65.96 %
575 - Professional Services	460,000.00	460,000.00	685.44	186,104.56	273,895.44	59.54 %
580 - Contractual Fees and Other Services	133,000.00	133,000.00	0.00	25,492.64	107,507.36	80.83 %
585 - Debt Payments	610,000.00	610,000.00	0.00	192,510.68	417,489.32	68.44 %
590 - Miscellaneous	160,200.00	161,200.00	0.00	89,122.46	72,077.54	44.71 %
Expense Total:	3,391,590.00	3,498,890.00	685.44	1,458,109.46	2,040,780.54	58.33 %
Fund: 100 - General Operating Fund Surplus (Deficit):	252,035.00	147,610.00	9,003.70	721,409.37	573,799.37	-388.73 %
Fund: 200 - Grant/Loan Fund						
Revenue						
600 - Grant Revenue	5,414,421.00	6,500,000.00	113,987.68	364,363.21	-6,135,636.79	94.39 %
Revenue Total:	5,414,421.00	6,500,000.00	113,987.68	364,363.21	-6,135,636.79	94.39 %
Expense						
650 - Grant Expense	5,414,421.00	6,500,000.00	0.00	360,152.39	6,139,847.61	94.46 %
Expense Total:	5,414,421.00	6,500,000.00	0.00	360,152.39	6,139,847.61	94.46 %
Fund: 200 - Grant/Loan Fund Surplus (Deficit):	0.00	0.00	113,987.68	4,210.82	4,210.82	0.00 %
Fund: 900 - Restricted Reserve Fund						
Expense						
650 - Grant Expense	260,000.00	445,000.00	0.00	6,121.51	438,878.49	98.62 %
740 - Capital Purchases	510,000.00	548,745.00	0.00	247,463.41	301,281.59	54.90 %
Expense Total:	770,000.00	993,745.00	0.00	253,584.92	740,160.08	74.48 %
Fund: 900 - Restricted Reserve Fund Total:	770,000.00	993,745.00	0.00	253,584.92	740,160.08	74.48 %
Report Surplus (Deficit):	-517,965.00	-846,135.00	122,991.38	472,035.27	1,318,170.27	155.79 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - General Operating Fund	252,035.00	147,610.00	9,003.70	721,409.37	573,799.37
200 - Grant/Loan Fund	0.00	0.00	113,987.68	4,210.82	4,210.82
900 - Restricted Reserve Fund	-770,000.00	-993,745.00	0.00	-253,584.92	740,160.08
Report Surplus (Deficit):	-517,965.00	-846,135.00	122,991.38	472,035.27	1,318,170.27



DAMDWCA Customer Service Department Report

12 January 2016

I. Billing:

1. Billings was submitted to Go Direct on January 28, 2016 and were mailed out on February 2, 2016.

II. Penalties:

1. Penalties for January totaled: \$12,275.10.
2. Penalties will be processed on Thursday January 18, 2016.

III. Disconnects:

1. On January 25, 2016 we disconnected accounts for non-payment. A total of 106 accounts were up for disconnection. A total of 86 were disconnected.

Dona Ana: 68

Ft. Selden: 9

Picacho Hills: 9

Fairview: 0

Previously Locked: 4

Paid prior to disconnection: 11

Removed due to billing issues: 5

2. Total Reconnections for January: 65
3. Disconnects are scheduled for February 23, 2016.

IV. Membership Certificates: Membership certificates are ready for signatures.

V. Document Scanning: We have a new staff member Julie Martinez who will begin our scanning project once again as well as other customer service representative duties.

VI. Total Membership as of July 13, 2015 was: 4,236 this number is from our CUSI our former billing program.

VII. Total number of Connections as of January 4, 2016: 5,512

Operations Manager's Report

February 1, 2016

Doña Ana MDWCA, Doña Ana MDWCA @ Ft. Selden Water System, Doña Ana MDWCA @ Picacho Hills Water System, and Doña Ana MDWCA @ Fairview Estates Water System

Production Report for Month of January 2016

Doña Ana MDWCA System:

- 21,917,333 gallons of water pumped for the month of January and reported to the New Mexico Office of the State Engineer. (see attached sheet)
- Water Conservation Fee in the amount of \$657.52 was submitted for the month of January.
- Routine disinfection and bacteriological monitoring of the system were conducted throughout the month. Nine (9) samples were collected throughout the month at random alternate sites as per "Approved Sampling Plan" through New Mexico Environment Department-Drinking Water Bureau.
- Doña Ana water meters were read on 1/15/16 – Re-reads also completed on 1/20/16.
- There were 6 new water services installed within the Doña Ana MDWCA System.
- There are 4,127 water service connections within this system.
- Vehicle and Equipment maintenance were conducted throughout the month.
- Inspected the maintenance at all Shops, Yards, Wells, Well houses, Storage Tanks and Booster Stations including weed control.
- Repaired 8 service leaks/angle valves in the D.A. service area.
- Wells #2, #5, and #7 are on-line and alternating Wells # 6 and #8 are on stand by and ready if needed.
- Static and Drawdown levels taken and recorded at all wells.
- Valve exercise program pending in Doña Ana system.
- Shut off valves and drained South tank 2 to prepare for rehab project.
- Two 8 inch taps and valves were completed for Paseo Del Oro Subdivision line extension. Pressure test were also recorded and verified by operation staff.
- 4 Bac-T samples were taken and passed lab analysis at the Paseo Del Oro Subdivision line extension. Sample points were verified by operation staff.
- Delivered and leveled a load of gravel to Rel Lane to repair road where a 4" main line had broken and repaired 11/13/15.
- Physically located 6 inch main on Zorro Trail for possible line extension for residents in Trails End Subdivision.
- Installed new auxiliary hook-up on new caterpillar backhoe for our tapping equipment.
- Two operators attended Rural Water Training and completed Level 2 certification testing. Results pending.
- Replaced scada control batteries located on top of north tank #1.
- Replaced copper pressure lines at Well #2 which were giving false pressure reading causing booster pumps to shut off and communicating unnecessary notifications to iPad and ON CALL phone of low suction to operations' staff.
- Took in backhoe to Wagner Rentals for warranty repairs on hydraulic system.
- Repaired poly phosphate injection pump at Well #5. (Replaced seals).

Doña Ana MDWCA @ Ft. Selden System:

- 2,331,220 gallons of water pumped for the month of January and submitted to the New Mexico Office of the State Engineer. (see attached sheets)
- Water Conservation Fee in the amount of \$69.94 was submitted for the month of January.
- Routine disinfection and bacteriological monitoring of the system were conducted throughout the month. One (1) sample was collected for the month at random alternate sites as per "Approved Sampling Plan" through New Mexico Environment Department-Drinking Water Bureau.
- All water meters were read on 1/14/16.
- All re-reads completed 1/20/16.
- There were no new water services installed within the Ft. Selden Water System.
- There are 402 water service connections within this system.
- Inspected the maintenance at all Shops, Yards, Wells, Well houses, Storage Tanks and Booster Stations including weed control
- Wells #9 and #10 have continued working correctly and are alternating on line.
- Static and drawdown levels taken and recorded at both wells.

Operations Manager's Report

February 1, 2016

Doña Ana MDWCA @ Picacho Hills System:

- 5,803,070 gallons of water pumped for the month of January and submitted to the New Mexico Office of the State Engineer. (see attached sheets)
- Water Conservation Fee in the amount of \$174.09 was submitted for the month of January.
- Routine disinfection and bacteriological monitoring of the system were conducted throughout the month. Two (2) samples were collected throughout the month at random alternate sites as per "Approved Sampling Plan" through New Mexico Environment Department-Drinking Water Bureau.
- All water meters were read on 1/14/16
- All re-reads completed 1/20/16.
- There was 4 new service installed in Picacho Hills.
- There are 922 water service connections within this system.
- Repaired 3 service leaks/angle valves.
- Inspections were conducted at Wells and Tank sites. (Weed Control)
- Maintenance conducted and inspected at all Shops, Yards, Wells, Well houses, Storage Tanks, Booster Stations and Wastewater plant.
- Johnny's Septic Company pumped out and transported an estimated 48,000 gallons of sludge and disposed of at the Dona Ana County Facility. Manifest pending.
- Grundfos replacement pump for Coronado Booster has been received and is scheduled for installation. Existing Grundfos pump will be worked on with repair kit upon installation of afore mentioned replacement pump.
- Installed new water meter and physically located sewer stub out on Alhambra Court.
- Physically located the Fairacres Elementary School force main leading to the Picacho Hills Waste Water Plant for the City of Las Cruces water line extension on Picacho Avenue.
- Installed a 4 foot wind barrier at Picacho Hills W.W.P. effluent ponds to keep debris (tumble weeds, sand, etc.) from entering.
- Repaired chlorination pump at Well #7. (replaced seals)

Doña Ana MDWCA @ Fairview Water System:

- 316,100 gallons were pumped for the month of January and submitted to the New Mexico Office of the State Engineer. (see attached sheets)
- Water Conservation Fee in the amount of \$9.48 was submitted for the month of January.
- Routine disinfection and bacteriological monitoring of the system were conducted throughout the month. One (1) sample was collected for the month at alternate sites as per "Approved Sampling Plan" through New Mexico Environment Department-Drinking Water Bureau.
- All water meters were read on 1/14/16. Re-reads completed 1/20/16
- There were no new water services installed within the Fairview Estates Water System.
- There are 54 water service connections within this system.
- Inspections were conducted at Well sites. Trash and debris removed and discarded. (Weed Control)
- Wells #1 and #2 are currently set to operate in auto on pressure switch.
- Morrow Enterprises has begun the Fairview Estates System Improvements Project. Locates were completed for entire system and is being monitored by operations staff for illegal hook-ups.

**Respectfully Submitted,
Orlando Parra
Operations Manager**

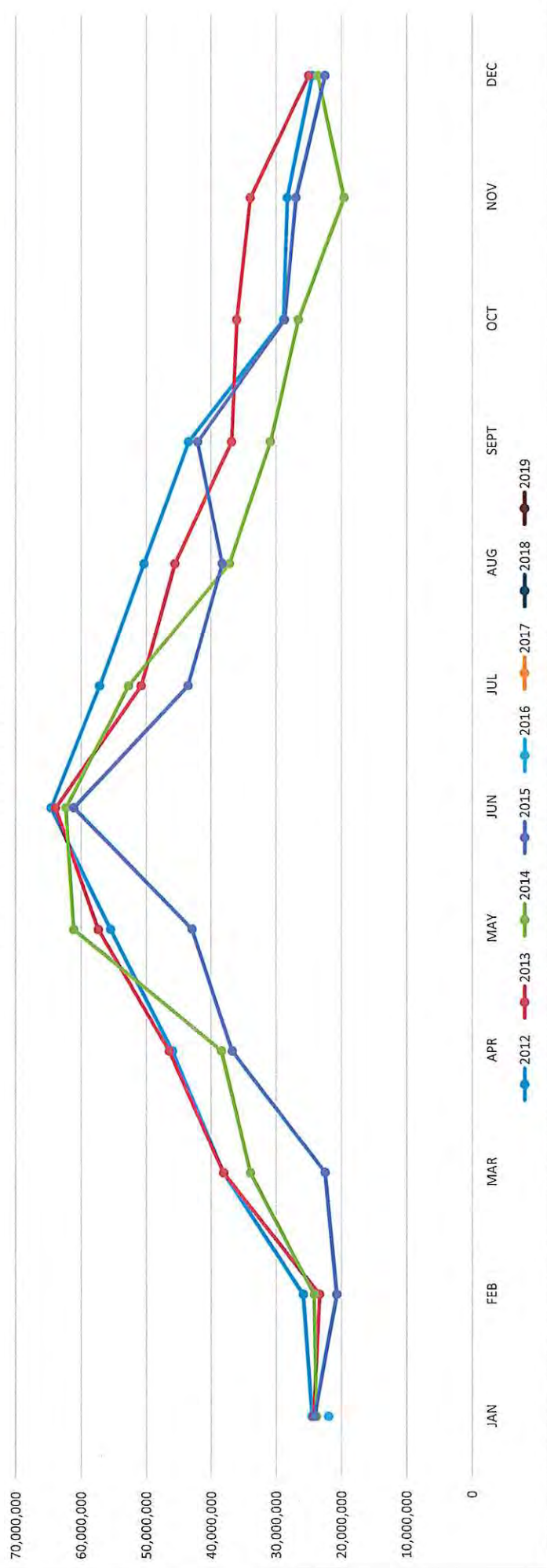
DOÑA ANA WATER SYSTEMS PUMPING DATA

February 4, 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	24,076,658	20,701,113	22,423,240	36,726,453	42,924,933	61,109,043	43,547,088	38,263,107	42,048,368	28,646,735	26,908,590	22,478,862	409,854,190	1,257,796
2016	21,917,333												21,917,333	67,262
2017													0	0.000
2018													0	0.000
2019													0	0.000

DONA ANA PUMPING DATA

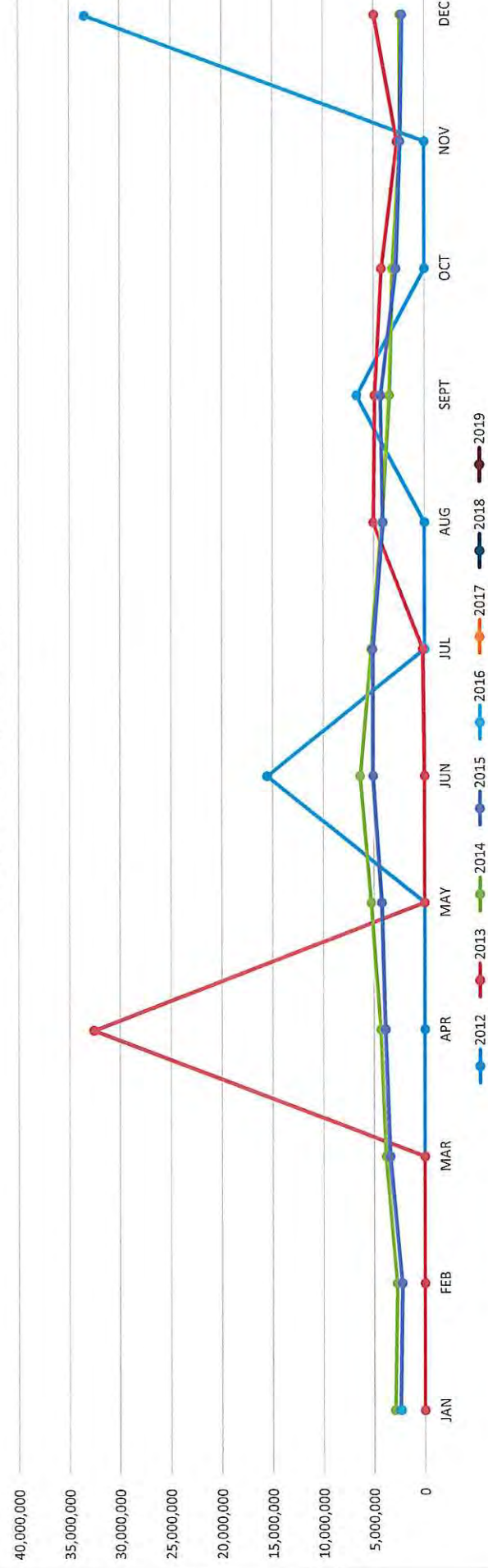


DOÑA ANA WATER SYSTEMS PUMPING DATA

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
2012	0	0	0	0	0	15,533,643	0	0	6,678,642	0	0	33,461,313	55,673,598	170,856
2013	0	0	1,213	32,609,213	326	0	155,105	5,009,600	4,866,500	4,207,500	2,648,000	4,913,000	54,410,457	166,980
2014	2,933,400	2,738,594	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												2,331,220	7,154
2017													0	0.000
2018													0	0.000
2019													0	0.000

FT. SELEDEN PUMPING DATA

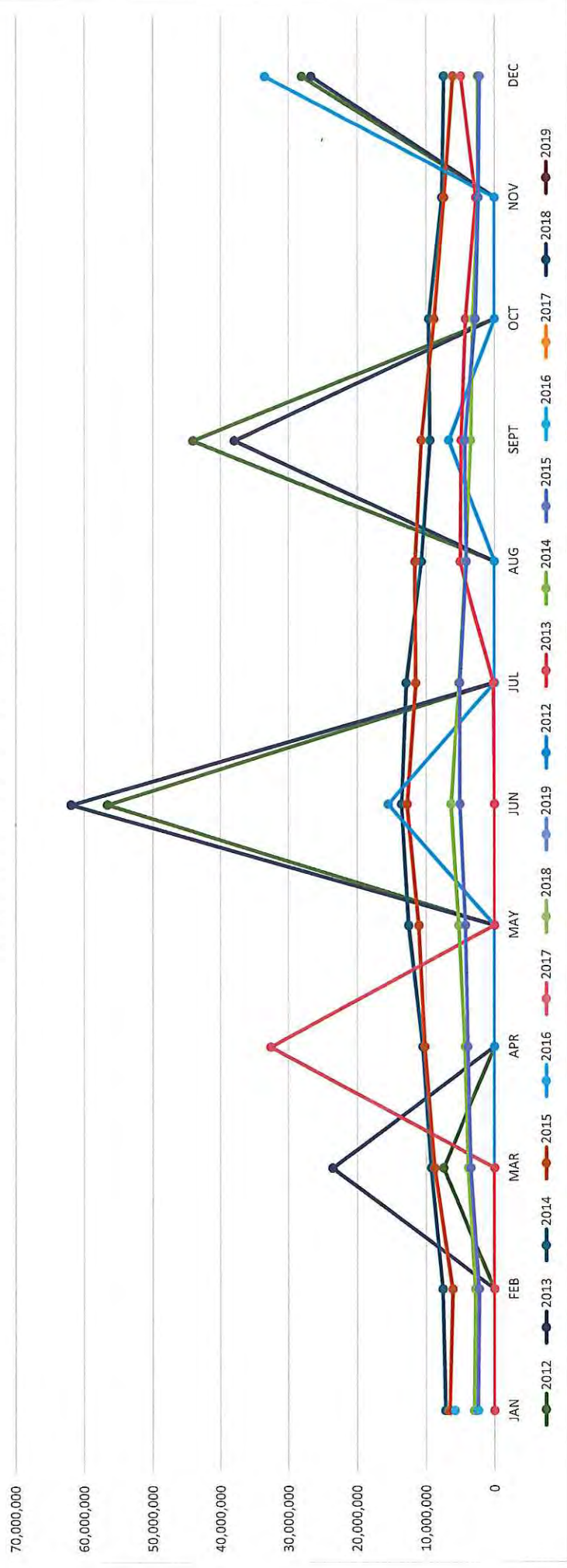


DOÑA ANA WATER SYSTEMS PUMPING DATA

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
2012	0	0	7,440,548	0	0	56,566,452	0	0	44,082,976	0	0	28,084,696	136,174,672	417,905
2013	0	0	23,564,944	0	0	61,890,009	0	0	37,924,173	0	0	26,734,122	150,113,248	460,681
2014	7,127,600	7,538,000	9,229,176	10,473,776	12,519,408	13,558,832	12,891,892	10,678,512	9,388,149	9,588,205	7,655,945	7,394,480	118,043,975	362,264
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												5,803,070	17,809
2017													0	0.000
2018													0	0.000
2019													0	0.000

PICACHO HILLS PUMPING DATA

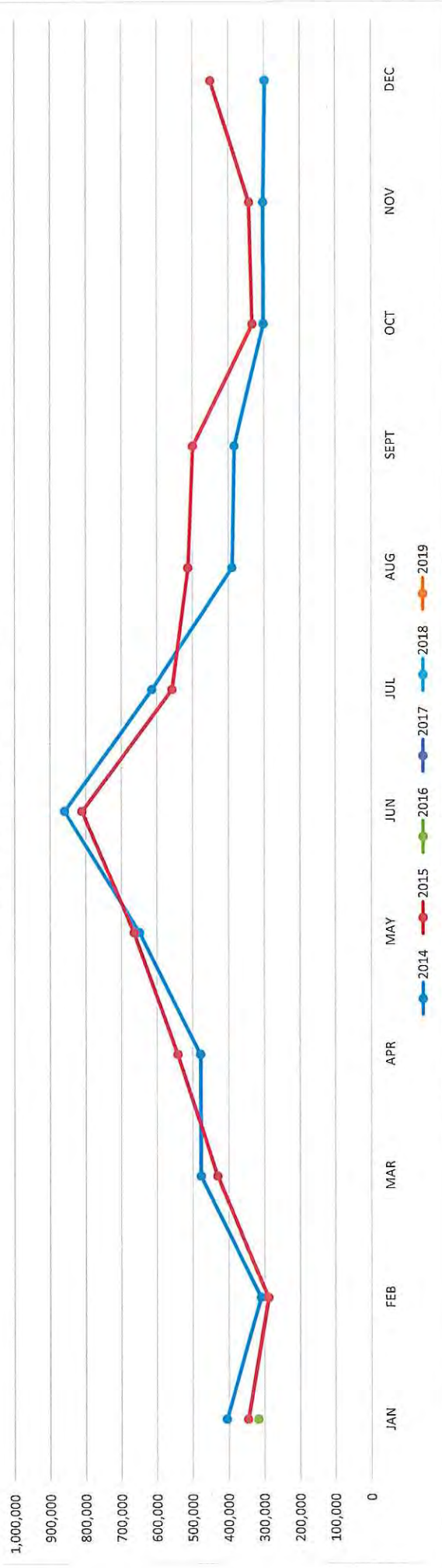


DOÑA ANA WATER SYSTEMS PUMPING DATA

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	Acres Feet
2012	0	0	0	0	0	0	0	0	0	0	0	0	0	0.000
2013	0	0	0	0	0	0	0	0	0	0	0	0	0	0.000
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												316,100	0.970
2017													0	0.000
2018													0	0.000
2019													0	0.000

FAIRVIEW PUMPING DATA



Doña Ana MDWCA Monthly Water Production

Month of: January 2016

February 3, 2016

Doña Ana MDWCA, Water Production per Well / LRG 1905 thru 1905 S-5

Doña Ana MDWCA	Well #2A	Well #3	Well #5	Well #6	Well #7	Well #8
Prev. Mo. Reading in Gals.	6,111,370	0	99,771,126	53,288,100	149737300	5,846,970
Roll Over Reading in Gals.	10,000,000	0	100,000,000	0	0	0.00
Current Reading in Gals.	6,989,470	0	9,521,629	53,288,100	151026030	5,846,970
LRG Sub Total Gals.	10,878,100	0	9,750,503	0	1,288,730	0.00
Total Gallons Produced by Doña Ana MDWCA/ LRG 1905 thru 1905 S-5					21,917,333	
Water Conservation Fee / LRG 1905 thru 1905 S-5					\$657.52	

Doña Ana MDWCA, Water Production per Well / LRG 80 S-2, 80 S-4, and 80-POD6

Doña Ana MDWCA @ Ft. Selden	Well #9	Well #10	Well #11
Prev. Reading in Gals.	25,232,795	68,430,371	97,927
Current Reading in Gals.	26,100,446	69,893,940	97,927
LRG Subtotal Gallons	867,651	1,463,569	0
Total Gallons Produced by Doña Ana MDWCA/ LRG 80 S-2, 80 S-4, and 80-POD6			2,331,220
Water Conservation Fee / LRG 80 S-2, 80 S-4, and 80-POD6			\$69.94

Doña Ana MDWCA, Production per Well / LRG 4250 thru 4250-S-2

Doña Ana MDWCA @ Picacho Hills	Well #14	Well #7	Well #16A
Prev. Mo. Reading in Gals.	0	26,129,504	93,314,336
Roll Over Reading in Gals.			
Current Reading in Gals.	0	31,931,958	93,314,952
LRG Sub Total Gallons	0	5,802,454	616
Total Gallons Produced by Dona Ana MDWCA / LRG 4250 thru 4250-S-2			5,803,070
Water Conservation Fee /LRG 4250 thru 4250-S-2			\$174.09

Doña Ana MDWCA, Water Usage per Well / Fairview

Doña Ana MDWCA @ Fairview	Well #1	Well #2	Well #3
Prev. Month Reading in Gals.	13,656,000	8,329,350	0
Current Reading in Gals.	13,972,100	8,329,350	0
Usage Sub Total	316,100	0	0
Total Gallons Produced by Doña Ana MDWCA / Fairview			316,100
Water Conservation Fee / Fairview			\$9.48

Doña Ana MDWCA Static & Drawdown Data

LRG-1905

Doña Ana MDWCA @ Doña Ana

Name	POD Nbr	Make	Serial Number	Original Static Level	Current Static Level	Current Draw Down
Doña Ana MDWCA @ Doña Ana	LRG-1905-S (Well #2A)	ARB	01W019232	56.6'	70' 3"	
Doña Ana MDWCA @ Doña Ana	LRG-1905-S-4 (Well #5)	SIEMENS	7ME658394201U390	16'		183' 3"
Doña Ana MDWCA @ Doña Ana	LRG-1905-S-5 (Well #6)	NEPTUNE	5119300	N/A	31'	
Doña Ana MDWCA @ Doña Ana	LRG-1905 (Well #7)	SIEMENS	7ME658394201U481	31'	38' 4"	
Doña Ana MDWCA @ Doña Ana	LRG-1905-S-3 (Well #8)	SIEMENS	34788	141'	149' 6"	

LRG-80

Doña Ana MDWCA @ Ft. Selden

Name	POD Nbr	Make	Serial Number	Original Static Level	Current Static Level	Current Draw Down
Doña Ana MDWCA @ Ft. Selden	LRG-80-S-4 (Well #9)	MAG-5000	7ME6911-1AA10-1AA0	20'	25'	32'
Doña Ana MDWCA @ Ft. Selden	LRG-80-S-2 (Well #10)	MAG-5000	7ME6910-1AA10-1AA0	N/A	23'	45'
Doña Ana MDWCA @ Ft. Selden	LRG-80-POD6 (WELL #11)	MCCROMETER	MX060163	13'	OFF	OFF

LRG-4250

Doña Ana MDWCA @ Picacho Hills

Name	POD Nbr	Make	Serial Number	Original Static Level	Current Static Level	Current Draw Down
Doña Ana MDWCA @ Picacho Hills	LRG-4250-S (Well #7)	BADGER	0605-482/33655-129	N/A	142'	192' 5"
Doña Ana MDWCA @ Picacho Hills	LRG-4250 (Well #14)	MACROMETER	99-7069-6	N/A	N/A	
Doña Ana MDWCA @ Picacho Hills	LRG-4250-S-2 (WELL #16A)	BADGER	0605-479/33656-499	N/A	129'	

PROJECT MANAGERS REPORT 2/09/2016

PICACHO HILLS PROJECTS

TANK @ PICACHO HILLS

- Souder Miller & Associates (SMA) has revised the original design to include the additional piping on Anthem Road and the PRVs through the water system. The plans were submitted to New Mexico Environmental Department (NMED) Construction Programs Bureau (CPB) and Doña Ana County (DAC) for review. SMA is currently addressing the NMED comments and will resubmit by Friday, February 5, 2016. The building permit application for the tank site was submitted to Dona Ana County (DAC) January 22, 2016.

DISTRICT 5 SPECIAL USE PERMIT (SUP)/EXTRA TERRITORIAL ZONING (ETZ) APPLICATION

- The Special Use Permit application was approved on December 17, 2015 and the plat has been filed at Dona Ana County (DAC). The appeal date will end on February 9, 2016.

DISTRICT 5 WASTEWATER Preliminary Engineering Report (PER)

- In response to NMED CPB comments SMA submitted a revised PER to NMED CPB on December 4, 2015. Comments from NMED CPB were received on January 12, 2016 and SMA met with NMED CPB on January 20th to discuss those comments. SMA is currently addressing NMED comments and will resubmit an updated PER to NMED CPB by the end of the week

DISTRICT 5 WASTEWATER DISCHARGE PLAN

- A discharge permit has been submitted to New Mexico Environmental Department Ground Water Quality Bureau (NMED GWQB) for approval based on their comments.

DISTRICT 5 HEADWORKS

- SMA has reviewed and approved the Vulcan Screen submittal. According to the Contractor the Screen will be delivered to the site the first part of May and he should begin construction of the concrete channel in April. The grates for the headworks project have arrived and have been placed in the Picacho Hill Shop Building.

PICACHO HILLS ARROYO

- Research with Dona Ana MDWCA staff and Souder Miller & Associates staff is ongoing with regards to possible solutions to protect the existing sewer line that run through the arroyo.

FAIRVIEW PROJECTS

Fairview Water

- Construction began on January 25, 2016. The first pay application meeting took place February 3, 2016. As of February 3, 2016 there has been 18,600 LF of water pipe that has been placed in the ground in the Fairview Estates subdivision. Construction will continue going from Fairview Estates down Bambert Road and down Picacho to Burke Road.

Fairview Water II

- SMA has completed the field surveying and is now working on the preliminary design. The Association is pursuing easements along the north side of the alignment to ease construction.

DONA ANA PROJECTS

South East Collection

- Doña Ana MDWCA received \$317,611 in CIF funding to complete an initial phase of the project. At the November Board meeting, the CIF Board voted to provide additional CIF funding (\$259,499) for the project. SMA completed the surveying for the new site and has begun preparation of the easement and new site design. A building permit was submitted to DAC by February 2, 2016.

SW Transmission Ph II, Armstrong Ph II, Elks IV

- Still pending legal matters

Railroad Crossings

- The project opened for bids on January 15, 2016. SMA submitted an award recommendation, for Burn Construction Company, Inc., to Doña Ana MDWCA on January 20, 2016. Approval from NMED CPB is pending based on validation of Burn Construction's New Mexico Veteran's Preference.

Wastewater Force main

- Survey work has been completed and SMA is currently working on the preliminary design.

RADIUM SPRINGS

Radium Springs Funding Application

- Mr. Robert Garcia with United States Department of Agriculture (USDA) has approved the PER. According to Ms. Sandra Alarcon from USDA the application for funding has been sent to the National office for review.

Radium Springs Water

- SMA submitted the contract documents and construction plans to New Mexico Environmental Department Drinking Water Bureau (NMED DWB) for review on January 7, 2016.

Well #11

- Well #11 was bid on January 22, 2016. There were two bids for the re-drilling of Well #11. D&J Pump and Well Service LLC. was the apparent low bid. The price to re-drill the well is \$147,252.36. Notice of award was granted to D&J Pump and Well Services LLC. on February 1, 2016. The Driller has 15 days to submit his Performance Bond, Payment Bond, and Certificate of Insurance. Once this is acquired the notice to proceed will be signed and the Driller will have 30 days from that date to complete Well #11.

MISCELLANIOUS PROJECTS

SCADA Implementation Project

- Well Sites 7 and 15 have been graded and the concrete forms have been installed at Well Site 15. The contractor is currently working on ordering parts so he can begin working at the well sites. A progress meeting was held at Doña Ana MDWCA office on February 2, 2016.

GIS Mapping

- The staff continues to take points in the Picacho Hills area. The staff is taking GIS points on the Fire Hydrants, Meters, and Sewer Manholes.



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

SECOND AMENDED RESOLUTION 2016 - 03
OPEN MEETINGS ACT COMPLIANCE

The Doña Ana Mutual Domestic Water Consumers Association of
Doña Ana County of the State of New Mexico

WHEREAS, the Doña Ana Mutual Domestic Water Consumers Association's Board of Directors met in regular session at 5535 Ledesma Drive, Doña Ana, New Mexico on February 9, 2016, at 9:00 a.m. as required by law; and

WHEREAS, Section 10-15-1(B) of the Open Meetings Act (NMSA 1978, Sections 10-5-1 to 4) 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 members of any Board, council, commission, administrative adjudicatory body or other policymaking body of any state or local public agency held for the purpose of formulating public policy, discussing 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, 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, Section 10-15-1(D) of the Open Meetings Act requires the Association to determine annually what constitutes reasonable notice of its public meetings; and

WHEREAS, the Board of Directors adopted its 2016 Open Meetings Act Amended Resolution 2016-01 at its December 21, 2015, meeting, which Resolution references regular Board meetings on the second Tuesday of each month;

WHEREAS, the Board of Directors at its January 26, 2016, meeting decided to hold regular Board meetings on the first and third Thursdays of each month, beginning in March 2016;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors that:

1. All meetings shall be held at 5535 Ledesma Drive, Doña Ana, New Mexico at 9 a.m. or as indicated in the meeting notice.
2. Unless otherwise specified, regular meetings of the Board of Directors shall be held twice each month on the first and third Thursdays. The notice of the meeting and the agenda will be available from Doña Ana MDWCA staff at the address above and posted on the Association website at least seventy-two (72) hours prior to the meeting.
3. For any other meeting of the Board of Directors or any rescheduled regular meeting, with the exception of a Special or an Emergency meeting, notice shall be posted at least ten (10) days in advance of the meeting date. The notice of the meeting and the agenda shall be available to the public at least seventy-two (72) hours before the meeting and will be posted on the Association's website.

4. Special Meetings may be called by the Chairman or a majority of the Board of Directors upon three (3) days' notice. The notice shall include an agenda for the meeting or information on how members of the public may obtain a copy of the agenda. The notice of the meeting and the agenda shall be available to the public at least seventy-two (72) hours before any special meeting and will be posted on the Association's website.
5. Emergency meetings will be called only under unforeseen circumstances that demand immediate action to protect persons or property from likely injury or damage or to protect the Association from substantial financial loss that is likely to occur.
6. For the purposes of regular meetings described in paragraph 2 of this resolution, notice requirements are met if notice of the date, time, place and information on how members of the public may obtain a copy of the agenda is posted on the Association's website and in the following locations:

Doña Ana MDWCA Office Bulletin Board.
7. For the purposes of special meetings and emergency meetings described in paragraphs 4 and 5 of this resolution, notice requirements are met if notice of the date, time, place and information on how members of the public may obtain a copy of the agenda is posted on the Association's website and in the following locations:

Doña Ana MDWCA Office Bulletin Board.
8. For the purpose of the Annual Membership Meeting, notice requirements are met if notice of the date, time, place and the agenda is provided to the local newspapers of general circulation, and by direct mail to the membership.
9. For all meetings, written notice will be provided to those newspapers of general circulation and broadcast stations licensed by the Federal Communications Commission that have made a written request for notice of public meetings.
10. In addition to the information specified above, all notices shall include the following language:

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 Jennifer Horton at (575) 526-3491 on the Friday prior to the meeting or as soon as possible.
11. The Board of Directors may close a meeting to the public only if the subject matter of such discussion or action is exempted from the open meeting requirement under Section 10-15-1(H) of the Open Meetings Act.
 - (a) If any meeting is closed during an open meeting, such closure shall be approved by a majority vote of a quorum of the Board of Directors taken during the open meeting. The authority for the closed meeting and the subjects to be discussed shall be stated with reasonable specificity in the motion to close and the vote of each individual member on the

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

- (b) If a closed meeting is to be conducted when the Board of Directors is not in an 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 the closure.
- (d) Except as provided in Section 10-15-1(H) of the Open Meetings Act, any action taken as a result of discussions in a closed meeting shall be made by vote of the Board of Directors in an open public meeting.

12. This Second Amended Resolution 2016-03 is effective February 29, 2016.

PASSED by the Doña Ana Mutual Domestic Water Consumers Association's Board of Directors, this 9th day of February, 2016.

Jim Melton, President of the Board of Directors

ATTEST:

Kurt Anderson, Secretary/Treasurer

**RECORD OF PROCEEDINGS RELATING TO THE ADOPTION OF
RESOLUTION NO. 2016-04 OF THE BOARD OF DIRECTORS OF THE
DONA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION,
DONA ANA COUNTY, NEW MEXICO
FEBRUARY 9, 2016**

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

The Board of Directors (the “Governing Body”) of the Dona Ana Mutual Domestic Water Consumers Association (the “Borrower/Grantee”) met in a regular session in full conformity with the law and the rules and regulations of the Governing Body at 5535 Ledesma Drive, Las Cruces, New Mexico, being the meeting place of the Governing Body for the meeting held on the 9th day of February, 2016 at the hour of 9:00 a.m. Upon roll call, the following members were found to be present:

Present:

President:

Directors:

Absent:

Also Present:

Thereupon, there were officially filed with the Secretary/Treasurer copies of a proposed Resolution and Colonias Infrastructure Project Fund Loan/Grant Agreement in final form, the proposed Resolution being as hereinafter set forth:

DONA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION,
DONA ANA COUNTY, NEW MEXICO
RESOLUTION NO. 2016-04

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT AGREEMENT BY AND AMONG THE NEW MEXICO COLONIAS INFRASTRUCTURE BOARD (“CIB”) AND THE NEW MEXICO FINANCE AUTHORITY (“FINANCE AUTHORITY,” AND COLLECTIVELY WITH THE CIB, THE “LENDERS/GRANTORS”) AND THE DONA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION (THE “BORROWER/GRANTEE”), FOR THE BENEFIT OF THE COLONIA OF THE COMMUNITY OF SAN YSIDRO, IN THE TOTAL AMOUNT OF SIX HUNDRED SEVENTY-SEVEN THOUSAND SIX HUNDRED FORTY-THREE DOLLARS (\$677,643), EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTION FOR THE VACUUM WASTEWATER COLLECTION SYSTEM TO INCLUDE VALVE PITS AND/OR BUFFER TANKS, RELATED APPURTENANCES INCLUDING DIVISION VALVES, AND WASTEWATER COLLECTION LINES WITHIN THE BOUNDARIES OF THE WASTEWATER COLLECTION AREA, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR ACCEPTANCE OF A GRANT AMOUNT OF SIX HUNDRED NINE THOUSAND EIGHT HUNDRED SEVENTY-NINE DOLLARS (\$609,879) AND PAYMENT OF THE LOAN AMOUNT OF SIXTY-SEVEN THOUSAND SEVEN HUNDRED SIXTY-FOUR DOLLARS (\$67,764) SOLELY FROM THE NET SYSTEM REVENUES OF THE JOINT WATER AND WASTEWATER SYSTEM OF THE BORROWER/GRANTEE; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

Capitalized terms used in the following preambles and not defined in the preambles have the same meaning as defined in this Resolution unless the context requires otherwise.

WHEREAS, the CIB is a public body duly organized and created pursuant to the laws of the State of New Mexico (the “State”), particularly the Colonias Infrastructure Act, NMSA 1978, §§ 6-30-1 through 6-30-8, as amended (the “Colonias Infrastructure Act” or the “Act”); and

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

WHEREAS, the Borrower/Grantee is a Political Subdivision of the State, being a legally and regularly created, established, organized and existing incorporated mutual domestic water consumers association in good standing under the general laws of the State and more specifically, the Sanitary Projects Act, NMSA 1978, §§ 3-29-1 through 3-29-21, as amended; and

WHEREAS, the Act creates the Colonias Infrastructure Project Fund (the “Fund”) in the Finance Authority, to be administered by the Finance Authority to originate grants or loans and grants to Qualified Entities for Qualified Projects recommended by the CIB; and

WHEREAS, there exists within the service area of the Borrower/Grantee, the Colonia, a community that has been designated as a Colonia within the meaning of the Act; and

WHEREAS, the Borrower/Grantee will be receiving the Loan/Grant for the benefit of the Colonia and the public the Borrower/Grantee serves; and

WHEREAS, the Borrower/Grantee has determined that it is in the best interests of the Borrower/Grantee and the Colonia that the Borrower/Grantee enter into an Agreement with the Lenders/Grantors to borrow sixty-seven thousand seven hundred sixty-four dollars (\$67,764) from the Lenders/Grantors and to accept a grant in the amount of six hundred nine thousand eight hundred seventy-nine dollars (\$609,879) from the Lenders/Grantors to finance the costs of the Project, this project being more particularly described in the Term Sheet; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts granted and loaned pursuant to the Loan/Grant Agreement, that the Loan/Grant Amount, together with the Local Match and other monies available to the Borrower/Grantee, is sufficient to complete the Project, and that it is in the best interest of the Borrower/Grantee and the Colonia and the public the Borrower/Grantee serves that the Loan/Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Loan/Grant Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Loan/Grant Agreement, accept the Loan/Grant Amount and be bound to the obligations and by the restrictions thereunder; and

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

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

WHEREAS, the Governing Body hereby determines that (i) the Local Match is now available to the Borrower/Grantee to complete the Project; or (ii) that the Governing Body will take such steps as are necessary to obtain the Local Match within six (6) months after the Closing Date; and

WHEREAS, the Borrower/Grantee acknowledges that, in the event that it is unable to provide the Local Match within six (6) months after the Closing Date, the Loan/Grant Agreement shall, at the option of the CIB and the Finance Authority, terminate and be of no further force or effect; and

WHEREAS, the Borrower/Grantee has met the requirements of Executive Order 2013-006 and has or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and readiness to proceed requirements established for the portion of the Loan/Grant Amount disbursed or caused to be disbursed by the Finance Authority and the CIB; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE DONA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION, DONA ANA COUNTY, NEW MEXICO:

Section 1. Definitions. Capitalized terms defined in the foregoing preambles, if not defined in this Section 1, shall have the same meaning as stated in the preambles, unless the context clearly requires otherwise. As used in this Resolution, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

“Agreement” or “Loan/Grant Agreement” means the Loan/Grant Agreement and any amendments or supplements thereto, including the exhibits attached thereto.

“Authorized Officers” means, any one or more of the President, Vice-President, Executive Director, and Secretary/Treasurer thereof.

“Colonia” or “Colonias” means a Colonia as defined in the Act, and more particularly in NMSA 1978, § 6-30-3(C), as amended, and particularly the Colonia of the community of San Ysidro.

“Conditions” has the meaning given to that term in the Loan/Grant Agreement.

“Completion Date” means the date of final payment of the cost of the Project.

“Effective Date” or “Closing Date” means the date of execution of the Loan/Grant Agreement by the Borrower/Grantee, the CIB and the Finance Authority.

“Eligible Architectural, Engineering and Construction Management Fees” means the fees and costs associated with the architectural, engineering and construction project management costs for services rendered to the Borrower/Grantee for the transaction of the Project and those directly associated with the Project, in an amount up to twelve percent (12%) of the Loan/Grant Amount.

“Eligible Fees for Other Professional Services” means the fees and costs incurred for other professional services necessary to the completion of the Project including, but not limited to, services provided by accounting and auditing firms, hydrologists and surveyors. Such fees may not exceed five percent (5%) of the Loan/Grant Amount.

“Eligible Fiscal Agent Fees” means fees and costs incurred by a fiscal agent for the administration of Project funds, including the collection and reporting of Project information as required by the Agreement, in an amount not exceeding five percent (5%) of the Loan/Grant Amount.

“Eligible Items” has the meaning given to that term in the Loan/Grant Agreement.

“Eligible Legal Costs” means legal fees and costs for services rendered by legal counsel on behalf of the Borrower/Grantee for transaction of the Project and those directly associated with the Qualified Project, in an amount not exceeding ten percent (10%) of the Loan/Grant Amount, but does not include adjudication services.

“Expenses” means the costs of the Lenders/Grantors of originating and administering the Loan/Grant, and includes Borrower/Grantee’s Eligible Architectural, Engineering and Construction Management Fees, Eligible Fees for Other Professional Services, Eligible Legal Costs and Eligible Fiscal Agent Fees to the extent allowed under the Act, the Rules, other applicable statutes and rules, and applicable Policies.

“Finance Authority” means the New Mexico Finance Authority.

“Fiscal Year” means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Borrower/Grantee as its fiscal year.

“Generally Accepted Accounting Principles” means the officially established accounting principles applicable to the Borrower/Grantee consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the Lenders/Grantors establishing accounting principles applicable to the Borrower/Grantee.

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

“Grant” or “Grant Amount” means the amount provided to the Borrower/Grantee as a grant pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and equals six hundred nine thousand eight hundred seventy-nine dollars (\$609,879).

“Gross Revenues” means all income and revenues directly or indirectly derived by the Borrower/Grantee from the operation and use of the System for any particular Fiscal Year or period to which term is applicable.

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

“Lenders/Grantors” means the CIB and the Finance Authority.

“Loan” or “Loan Amount” means the amount provided to the Borrower/Grantee as a loan pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and equals sixty-seven thousand seven hundred sixty-four dollars (\$67,764).

“Loan/Grant” or “Loan/Grant Amount” means the amount provided to the Borrower/Grantee as the Grant Amount and borrowed by the Borrower/Grantee as the Loan Amount pursuant to the Agreement for the purpose of funding the Project. The value of the Loan/Grant equals six hundred seventy-seven thousand six hundred forty-three dollars (\$677,643).

“Local Match” means the amount determined pursuant to the Policies to be provided by the Borrower/Grantee which includes the total value of the soft or hard match (each as defined in the Policies) which, in combination with the Loan/Grant Amount and other monies available to the Borrower/Grantee, is sufficient to complete the Project. The Local Match is sixty-seven thousand seven hundred sixty-four dollars (\$67,764).

“Net System Revenues” means the Gross Revenues of the joint water and wastewater utility system owned and operated by the Borrower/Grantee minus Operation and Maintenance Expenses, indirect charges, amounts expended for capital replacement and repairs, required set asides for debt and replacement requirements, and any other payments from the Gross Revenues reasonably required for operation of the water and wastewater utility system for any particular Fiscal Year or period to which such term is applicable.

“NMAC” means the New Mexico Administrative Code.

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

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System.

“Pledged Revenues” means the Net System Revenues of the Borrower/Grantee pledged to the payment of the Loan Amount pursuant to this Resolution and the Loan/Grant Agreement and described in the Term Sheet.

“Policies” means the Colonias Infrastructure Project Fund Project Selection and Management Policies, approved by the CIB.

“Political Subdivision of the State” means a municipality, a county, water and sanitation district, an association organized and existing pursuant to the Sanitary Projects Act, NMSA 1978, § 3-29-1 through § 3-29-21, as amended, or any other entity recognized by statute as a political subdivision of the State.

“Project” means the project described in the Term Sheet.

“Project Account” means the book account established by the Finance Authority in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the Finance Authority.

“Qualified Entity” means a county, municipality, or other entity recognized as a Political Subdivision of the State pursuant to NMSA 1978, § 6-30-3(F), as amended.

“Qualified Project” means a project selected by the CIB for financial assistance that is primarily intended to develop Colonias infrastructure. A Qualified Project may include a water system, a wastewater system, solid waste disposal facilities, flood and drainage control, roads or housing infrastructure pursuant to NMSA 1978, § 6-30-3(G), as amended, but does not include general operation and maintenance, equipment, housing allowance payments or mortgage subsidies.

“Resolution” means this Resolution as it may be supplemented or amended from time to time, pursuant to Section 12.

“Rules” means Review and Selection of Colonias Infrastructure Projects, New Mexico Colonias Infrastructure Board, Sections 2.91.2.1 through 2.91.2.18 NMAC.

“State” means the State of New Mexico.

“System” means the joint water and wastewater utility system created by the Articles of Incorporation of the Borrower/Grantee, owned and operated by the Borrower/Grantee, and of which the Project, when completed, will form part.

“Term Sheet” means Exhibit “A” attached to the Loan/Grant Agreement.

“Useful Life” means the period during which the Project is expected to be usable for the purpose for which it was acquired and constructed.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Borrower/Grantee and officers of the Borrower/Grantee directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues to payment of amounts due under the Loan/Grant Agreement, and the execution and delivery of the Loan/Grant Agreement shall be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Loan/Grant Agreement. The acquisition and completion of the Project and the method of funding the Project through execution and delivery of the Loan/Grant Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Borrower/Grantee and the Colonia and the public the Borrower/Grantee serves.

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

A. The Project is needed to meet the needs of the Borrower/Grantee and the Colonia and the public the Borrower/Grantee serves.

B. Moneys available and on hand for the Project from all sources other than the Loan/Grant are not sufficient to defray the cost of acquiring and completing the Project but, together with the Loan/Grant Amount, are sufficient to complete the Project.

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

D. The Borrower/Grantee will acquire and complete the Project with the proceeds of the Loan/Grant, the Local Match and other amounts available to the Borrower/Grantee, and except as otherwise expressly provided by the Loan/Grant Agreement, will utilize, operate and maintain the Project for the duration of its Useful Life.

E. Together with the Loan/Grant Amount, and other amounts available to the Borrower/Grantee, the Local Match is now available to the Borrower/Grantee, and, in combination with the Loan/Grant Amount, the Local Match and other amounts available to the Borrower/Grantee, will be sufficient to complete the Project and pay Expenses.

F. The Lenders/Grantors shall maintain on behalf of the Borrower/Grantee a separate Project Account as a book account only on behalf of the Borrower/Grantee and financial records in accordance with Generally Accepted Accounting Principles during the construction or implementation of the Project.

G. The Borrower/Grantee has or will acquire title to or easements or rights of way on the real property upon which the Project is being constructed or located prior to the disbursement of any portion of the Loan/Grant Amount for use for construction.

Section 5. Loan/Grant Agreement—Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of at least a majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Borrower/Grantee and acquiring and completing the Project, it is hereby declared necessary that the Borrower/Grantee execute and deliver the Loan/Grant Agreement evidencing the Borrower/Grantee's acceptance of the Grant Amount of six hundred nine thousand eight hundred seventy-nine dollars (\$609,879) and borrowing the Loan Amount of sixty-seven thousand seven hundred sixty-four dollars (\$67,764) to be utilized solely for the purpose of completing the Project and paying Expenses, and solely in the manner and according to the restrictions set forth in the Loan/Grant Agreement, the execution and delivery of which is hereby authorized. The Borrower/Grantee shall use the Loan/Grant Amount to finance the acquisition and completion of the Project and to pay Expenses.

B. Detail. The Loan/Grant Agreement shall be in substantially the form of the Loan/Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of six hundred nine thousand eight hundred seventy-nine dollars (\$609,879) and the Loan shall be in the amount of sixty-seven thousand seven hundred sixty-four dollars (\$67,764). Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid principal balance of the Loan Amount.

Section 6. Approval of Loan/Grant Agreement. The form of the Loan/Grant Agreement as presented at the meeting of the Governing Body, at which this Resolution was adopted, is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan/Grant Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the Secretary/Treasurer or the Secretary/Treasurer is hereby authorized to attest the Loan/Grant Agreement. The execution of the Loan/Grant Agreement shall be conclusive evidence of such approval.

Section 7. Security. The Loan Amount shall be solely secured by the pledge of the Pledged Revenues herein made and as set forth in the Loan/Grant Agreement.

Section 8. Disposition of Proceeds: Completion of the Project.

A. Project Account and Expenses. The Borrower/Grantee hereby consents to creation of the Project Account and the payment of Expenses by the Finance Authority and further approves of the deposit or crediting of a portion of the Loan/Grant Amount to pay Expenses. Until the Completion Date, the amount of the Loan/Grant credited to the Project Account shall be used and paid out solely for the purpose of acquiring the Project in compliance with applicable law and the provisions of the Loan/Grant Agreement or to pay Expenses.

B. Completion of the Project. The Borrower/Grantee shall proceed to complete the Project with all due diligence. Upon the Completion Date, the Borrower/Grantee shall execute a certificate stating that completion of and payment for the Project has been completed. Following the Completion Date or the earlier expiration of the time allowed for disbursement of the Loan/Grant Amount as provided in the Loan/Grant Agreement, any balance remaining in the Project Account shall be transferred and deposited into the Colonias Infrastructure Project Fund or otherwise distributed as provided in the Loan/Grant Agreement.

C. CIB and Finance Authority Not Responsible. Borrower/Grantee shall apply the funds derived from the Loan/Grant Agreement as provided therein and in particular Article V of the Loan/Grant Agreement. Neither the CIB nor the Finance Authority shall in any manner be responsible for the application or disposal by the Borrower/Grantee or by its officers of the funds derived from the Loan/Grant Agreement or of any other funds held by or made available to the Borrower/Grantee in connection with the Project. Lenders/Grantors shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the Finance Authority for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

Section 9. Payment of Loan Amount. Pursuant to the Loan/Grant Agreement, the Borrower/Grantee shall pay the Loan Amount directly from the Pledged Revenues to the Finance Authority as provided in the Loan/Grant Agreement in an amount sufficient to pay principal and other amounts due under the Loan/Grant Agreement and to cure any deficiencies in the payment of the Loan Amount or other amounts due under the Loan/Grant Agreement.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan/Grant Agreement, the Loan/Grant Agreement constitutes an irrevocable lien (but not an exclusive lien) upon the Pledged Revenues to the extent of the Loan Amount, which lien shall be subordinate to any lien on the Pledged Revenues existing on the Closing Date and, further, shall be subordinate to all other indebtedness secured or that may in the future be secured by the Pledged Revenues, except, however, that the lien shall be on parity with any other lien, present or future, for the repayment of any other loan provided to the Borrower/Grantee by the Lenders/Grantors pursuant to the Colonias Infrastructure Act or the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-10, as amended.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Loan/Grant Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution and the Loan/Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Loan/Grant Agreement including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan/Grant Agreement.

Section 12. Amendment of Resolution. This Resolution after its adoption may be amended without receipt by the Borrower/Grantee of any additional consideration, but only with the prior written consent of the CIB and the Finance Authority.

Section 13. Resolution Irrepealable. After the Loan/Grant Agreement has been executed and delivered, this Resolution shall be and remain irrepealable until all obligations due under the Loan/Grant Agreement shall be fully discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 15. Repealer Clause. All bylaws, orders, ordinances, resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Borrower/Grantee kept for that purpose, authenticated by the signatures of the President and Secretary/Treasurer of the Borrower/Grantee, and this Resolution shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Resolution, this Resolution shall be effective upon adoption of this Resolution by the Governing Body.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Resolution shall be published in substantially the following form:

[Remainder of page intentionally left blank.]

[Form of Notice of Adoption of Resolution for Publication]

DONA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION,
DONA ANA COUNTY, NEW MEXICO
Notice of Adoption of Resolution

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. 2016-04, duly adopted and approved by the Board of Directors of the Dona Ana Mutual Domestic Water Consumers Association on February 9, 2016. A complete copy of the Resolution is available for public inspection during normal and regular business hours in the office of the Secretary/Treasurer, at 5535 Ledesma Drive, Las Cruces, New Mexico, 88007.

The title of the Resolution is:

DONA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION,
DONA ANA COUNTY, NEW MEXICO
RESOLUTION NO. 2016-04

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT AGREEMENT BY AND AMONG THE NEW MEXICO COLONIAS INFRASTRUCTURE BOARD ("CIB") AND THE NEW MEXICO FINANCE AUTHORITY ("FINANCE AUTHORITY," AND COLLECTIVELY WITH THE CIB, THE "LENDERS/GRANTORS") AND THE DONA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION (THE "BORROWER/GRANTEE"), FOR THE BENEFIT OF THE COLONIA OF THE COMMUNITY OF SAN YSIDRO, IN THE TOTAL AMOUNT OF SIX HUNDRED SEVENTY-SEVEN THOUSAND SIX HUNDRED FORTY-THREE DOLLARS (\$677,643), EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTION FOR THE VACUUM WASTEWATER COLLECTION SYSTEM TO INCLUDE VALVE PITS AND/OR BUFFER TANKS, RELATED APPURTENANCES INCLUDING DIVISION VALVES, AND WASTEWATER COLLECTION LINES WITHIN THE BOUNDARIES OF THE WASTEWATER COLLECTION AREA, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR ACCEPTANCE OF A GRANT AMOUNT OF SIX HUNDRED NINE THOUSAND EIGHT HUNDRED SEVENTY-NINE DOLLARS (\$609,879) AND PAYMENT OF THE LOAN AMOUNT OF SIXTY-SEVEN THOUSAND SEVEN HUNDRED SIXTY-FOUR DOLLARS (\$67,764) SOLELY FROM THE NET SYSTEM REVENUES OF THE JOINT WATER AND WASTEWATER SYSTEM OF THE BORROWER/GRANTEE; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE

PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

A general summary of the subject matter of the Resolution is contained in its title.
This notice constitutes compliance with NMSA 1978, § 6-14-6, as amended.

[End of Form of Notice of Adoption for Publication]

PASSED, APPROVED AND ADOPTED THIS 9TH DAY OF FEBRUARY, 2016.

DONA ANA MUTUAL DOMESTIC
WATER CONSUMERS ASSOCIATION,
DONA ANA COUNTY, NEW MEXICO

By _____
James Melton, President

ATTEST:

Kurt Anderson, Secretary/Treasurer

[Remainder of page intentionally left blank.]

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

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

Those Voting Aye:

Those Voting Nay:

Those Absent:

_____ (__) Members of the Governing Body having voted in favor of the motion, the President declared the motion carried and the Resolution adopted, whereupon the President and Secretary/Treasurer signed the Resolution upon the records of the minutes of the Governing Body.

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

DONA ANA MUTUAL DOMESTIC
WATER CONSUMERS ASSOCIATION,
DONA ANA COUNTY, NEW MEXICO

By _____
James Melton, President

ATTEST:

By _____
Kurt Anderson, Secretary/Treasurer

[Remainder of page intentionally left blank.]

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

I, Kurt Anderson, the duly qualified and acting Secretary/Treasurer of the Dona Ana Mutual Domestic Water Consumers Association (the "Borrower/Grantee"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the Board of Directors of the Borrower/Grantee (the "Governing Body"), had and taken at a duly called regular meeting held at 535 Ledesma Drive, Las Cruces, New Mexico, on February 9, 2016 at the hour of 9:00 a.m., insofar as the same relate to the adoption of Resolution No. 2016-04 and the execution and delivery of the proposed Loan/Grant Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

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

3. Notice of the meeting was given in compliance with the permitted methods of giving notice of meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, § 10-15-1, as amended, including the Borrower/Grantee's open meetings Resolution No. 2016-01, adopted and approved on December 21, 2015 in effect on the date of the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of March, 2016.

DONA ANA MUTUAL DOMESTIC
WATER CONSUMERS ASSOCIATION,
DONA ANA COUNTY, NEW MEXICO

By _____
Kurt Anderson, Secretary/Treasurer

EXHIBIT "A"

Notice of Meeting, Meeting Agenda and Minutes

\$677,643

**COLONIAS INFRASTRUCTURE PROJECT FUND
LOAN/GRANT AGREEMENT**

Dated

March 18, 2016

By and Among the

**COLONIAS INFRASTRUCTURE BOARD
and the
NEW MEXICO FINANCE AUTHORITY,
as Lenders/Grantors,**

and the

**DONA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION,
Dona Ana County, New Mexico,
as Borrower/Grantee.**

**COLONIAS INFRASTRUCTURE PROJECT FUND
LOAN/GRANT AGREEMENT**

THIS LOAN/GRANT AGREEMENT (the “Agreement”) dated March 18, 2016, is entered into by and among the **COLONIAS INFRASTRUCTURE BOARD** (the “CIB”) and the **NEW MEXICO FINANCE AUTHORITY** (the “Finance Authority”) (collectively, the “Lenders/Grantors”), and the **DONA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION** in Dona Ana County, New Mexico, (the “Borrower/Grantee”) for the benefit of the Colonia of the community of San Ysidro (the “Colonia”).

W I T N E S S E T H:

Capitalized terms used in the following preambles of this Agreement and not defined above or in the preambles have the same meaning as defined in Article I of this Agreement unless the context requires otherwise.

WHEREAS, the CIB is a public body duly organized and created pursuant to the laws of the State of New Mexico (the “State”), particularly the Colonias Infrastructure Act, NMSA 1978, §§ 6-30-1 through 6-30-8, as amended (the “Colonias Infrastructure Act” or the “Act”); and

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

WHEREAS, the Act creates the Colonias Infrastructure Project Fund (the “Fund”) in the Finance Authority, to be administered by the Finance Authority to originate grants or loans and grants to Qualified Entities for Qualified Projects recommended by the CIB; and

WHEREAS, the Borrower/Grantee is a Political Subdivision of the State, being a legally and regularly created, established, organized and existing incorporated mutual domestic water consumers association in good standing under the general laws of the State and more specifically, the Sanitary Projects Act, NMSA 1978, §§ 3-29-1 through 3-29-21, as amended; and

WHEREAS, there exists within the service area of the Borrower/Grantee, the Colonia, a community that has been designated as a Colonia within the meaning of the Act; and

WHEREAS, the Borrower/Grantee will be receiving the Loan/Grant for the benefit of the Colonia and the public the Borrower/Grantee serves; and

WHEREAS, pursuant to the Act, Rules and the Policies, the CIB and the Finance Authority are authorized to make loans/grants to Qualified Entities from the Fund for Qualified Projects; and

WHEREAS, the Borrower/Grantee applied to the CIB and the Finance Authority for a Qualified Project to receive funding pursuant to the Act, the Rules and the Policies, is a Qualified Entity under the Act and has determined that it is in the best interests of the Borrower/Grantee and the Colonia and the public the Borrower/Grantee serves that the Borrower/Grantee enter into this Agreement with the Lenders/Grantors to accept a Loan/Grant in the amount of six hundred seventy-seven thousand six hundred forty-three dollars (\$677,643) from the Lenders/Grantors to finance the costs of the Project, this Project being more particularly described in the Term Sheet; and

WHEREAS, the CIB on June 4, 2015, and November 10, 2015, recommended to the Finance Authority that the Borrower/Grantee receive financial assistance from the Fund in the form of the Loan/Grant, for the benefit of the Colonia and the CIB has authorized the Finance Authority to enter into and administer this Agreement; and

WHEREAS, the Finance Authority approved the Loan/Grant Amount from the Fund to the Borrower/Grantee on June 25, 2015, and December 17, 2015; and

WHEREAS, pursuant to the CIB Rules and the Policies, the Borrower/Grantee will receive at least ten percent (10%) of its funding as a loan, in order to ensure the long-term solvency of the Fund by providing annual streams of revenue available to fund additional Qualified Projects; and

WHEREAS, the Borrower/Grantee is willing to pledge the Pledged Revenues to the payment of the Loan and grant a lien to the Lenders/Grantors on the Pledged Revenues subordinate to all other liens thereon present and future, except that any present and future loans from the Lenders/Grantors to the Borrower/Grantee pursuant to the Colonias Infrastructure Act or the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-10, as amended, shall be on a parity with this Loan/Grant; and

WHEREAS, the obligation of the Borrower/Grantee under this Agreement shall constitute a special, limited obligation of the Borrower/Grantee, limited to the Pledged Revenues, and shall not constitute a general obligation or other indebtedness of the Borrower/Grantee or a charge upon the general credit or ad valorem taxing power of the Borrower/Grantee, or the State; and

WHEREAS, the Borrower/Grantee has met the requirements of Executive Order 2013-006 and has represented that it has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and the readiness to proceed requirements established for the Loan/Grant by the Finance Authority and the CIB; and

WHEREAS, the execution, performance, and delivery of this Agreement have been authorized, approved, and directed by the Governing Body pursuant to the Resolution; and

WHEREAS, the execution and performance of this Agreement have been authorized, approved, and directed by all necessary and appropriate action of the CIB and the Finance Authority and their respective officers.

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

ARTICLE I DEFINITIONS

The capitalized terms defined in this Article I where used in this Loan/Grant Agreement, including the foregoing preambles shall have the meanings assigned in this Article I, unless the context clearly requires otherwise. Capitalized terms defined in the foregoing preambles, if not defined in this Article I, shall have the same meaning as stated in the preambles, unless the context clearly requires otherwise.

“Agreement” or “Loan/Grant Agreement” means this Loan/Grant Agreement and any amendments or supplements hereto, including the exhibits attached hereto.

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

“Application” means the Colonias Infrastructure Project Fund Application for Funding dated January 16, 2015 of the Borrower/Grantee and pursuant to which the Borrower/Grantee requested funding for the Project.

“Authorized Officers” means, with respect to the Borrower/Grantee, any one or more of the President, Vice President, Executive Director, and Secretary/Treasurer thereof; with respect to the Finance Authority, any one or more of the Chairperson, Vice-Chairperson, Secretary and Chief Executive Officer of the Finance Authority; and with respect to the CIB, any one or more of the Chairperson or the Vice-Chairperson, Secretary and the Treasurer thereof, and any other officer or employee of the Finance Authority or of the CIB designated in writing by an Authorized Officer thereof.

“Colonia” or “Colonias” means a Colonia as defined in the Act, and more particularly in NMSA 1978, § 6-30-3(C), as amended, and particularly the Colonia of the community of San Ysidro.

“Conditions” means (1) all readiness to proceed requirements established for the Loan/Grant by the Finance Authority and the CIB; (2) all requirements set forth in the Term Sheet; (3) all requirements outlined in Article II, Paragraph (p) and Section 5.1; (4) a determination that the disbursement applied for does not exceed any limitation upon the amount payable for any Eligible Item pursuant to the Act, the Rules, and the Policies governing the Fund; (5) the plans and specifications for the Project have been approved by all entities required by the CIB or the Finance Authority in their sole discretion to approve such plans and specifications; and (6) the Borrower/Grantee shall obtain and provide written documentation satisfactory to the Finance Authority of the acquisition of permits prior to disbursement of the Loan/Grant Amount.

“Department of Finance and Administration” or “DFA” means the department of finance and administration of the State.

“Effective Date” or “Closing Date” means the date of execution of this Agreement by the Borrower/Grantee, the CIB, and the Finance Authority.

“Eligible Architectural, Engineering and Construction Management Fees” means the fees and costs associated with the architectural, engineering and construction project management costs for services rendered to the Borrower/Grantee for the transaction of the Project and those directly associated with the Project in an amount up to twelve percent (12%) of the Loan/Grant Amount.

“Eligible Fees for Other Professional Services” means the fees and costs incurred for other professional services necessary to the completion of the Project including, but not limited to, services provided by accounting and auditing firms, hydrologists and surveyors. Such fees may not exceed five percent (5%) of the Loan/Grant Amount.

“Eligible Fiscal Agent Fees” means fees and costs incurred by a fiscal agent for the administration of Project funds, including the collection and reporting of Project information as required by this Agreement in an amount not exceeding five percent (5%) of the Loan/Grant Amount.

“Eligible Items” means eligible Project costs for which loans/grants may be made pursuant to Title 2, Chapter 91, Part 2 NMAC and includes costs of acquiring and constructing the Project, plus Expenses.

“Eligible Legal Costs” means legal fees and costs for services rendered by legal counsel on behalf of the Borrower/Grantee for transaction of the Project and those directly associated with the Qualified Project, in an amount not exceeding ten percent (10%) of the Loan/Grant Amount, but does not include adjudication services.

“Event of Default” means one or more events of default as defined in Section 9.1 of this Agreement.

“Expenses” means the costs of the Lenders/Grantors of originating and administering the Loan/Grant, and includes Borrower/Grantee’s Eligible Architectural, Engineering and Construction Management Fees, Eligible Fees for Other Professional Services, Eligible Legal Costs and Eligible Fiscal Agent Fees to the extent allowed under the Act, the Rules, other applicable statutes and rules, and applicable Policies.

“Fiscal Year” means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Borrower/Grantee as its fiscal year.

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

“Generally Accepted Accounting Principles” means the officially established accounting principles applicable to the Borrower/Grantee consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the Lenders/Grantors establishing accounting principles applicable to the Borrower/Grantee.

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

“Grant” or “Grant Amount” means the amount provided to the Borrower/Grantee as a grant pursuant to this Agreement for the purpose of funding the Project and equals six hundred nine thousand eight hundred seventy-nine dollars (\$609,879).

“Gross Revenues” means all income and revenues directly or indirectly derived by the Borrower/Grantee from the operation and use of the System for any particular Fiscal Year or period to which term is applicable.

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

“Lenders/Grantors” means the CIB and the Finance Authority.

“Loan” or “Loan Amount” means the amount provided to the Borrower/Grantee as a loan pursuant to this Agreement for the purpose of funding the Project and equals sixty-seven thousand seven hundred sixty-four dollars (\$67,764).

“Loan/Grant” or “Loan/Grant Amount” means the amount provided to the Borrower/Grantee as the Grant Amount and borrowed by the Borrower/Grantee as the Loan Amount pursuant to this Agreement for the purpose of funding the Project. The value of the Loan/Grant equals six hundred seventy-seven thousand six hundred forty-three dollars (\$677,643).

“Loan Payments” means, collectively, the Principal Component to be paid by the Borrower/Grantee as payment of this Loan/Grant Agreement as shown on Exhibit “C” hereto.

“Local Match” means the amount determined pursuant to the Policies to be provided by the Borrower/Grantee which includes the total value of the soft or hard match (each as defined in the Policies) which, in combination with the Loan/Grant Amount and other monies available to

the Borrower/Grantee, is sufficient to complete the Project. The Local Match is sixty-seven thousand seven hundred sixty-four dollars (\$67,764).

“Net System Revenues” shall have the meaning stated in the Resolution.

“NMAC” means the New Mexico Administrative Code.

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

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System.

“Pledged Revenues” means the Net System Revenues of the Borrower/Grantee pledged to the payment of the Loan Amount pursuant to the Resolution and this Loan/Grant Agreement and described in the Term Sheet.

“Policies” means the Colonias Infrastructure Project Fund Project Selection and Management Policies, approved by the CIB.

“Political Subdivision of the State” means a municipality, a county, water and sanitation district, an association organized and existing pursuant to the Sanitary Projects Act, NMSA 1978, § 3-29-1 through § 3-29-21, as amended, or any other entity recognized by statute as a political subdivision of the State.

“Principal Component” means the portion of each Loan Payment paid as principal on this Loan/Grant Agreement as shown on Exhibit “C” attached hereto.

“Project” means infrastructure development in accordance with the Act consisting of improvements to a wastewater system, but does not include general operation and maintenance, equipment, housing allowance payments or mortgage subsidies and is more specifically described on the Term Sheet and shall include such other related work and revisions necessary to complete the Project.

“Project Account” means the book account established by the Finance Authority in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, which shall be kept separate and apart from all other accounts of the Finance Authority.

“Qualified Entity” means a county, municipality, or other entity recognized as a Political Subdivision of the State pursuant to NMSA 1978, § 6-30-3(F), as amended.

“Qualified Project” means a project selected by the CIB for financial assistance that is primarily intended to develop Colonias infrastructure. A Qualified Project may include a water system, a wastewater system, solid waste disposal facilities, flood and drainage control, roads or housing infrastructure pursuant to NMSA 1978, § 6-30-3(G), as amended, but does not include

general operation and maintenance, equipment, housing allowance payments or mortgage subsidies.

“Resolution” means the Borrower/Grantee’s Resolution No. 2016-04, adopted on February 9, 2016, authorizing the acceptance of the Loan/Grant and the execution of this Agreement and pledging the Pledged Revenues.

“Rules” means Review and Selection of Colonias Infrastructure Projects, New Mexico Colonias Infrastructure Board, Sections 2.91.2.1 through 2.91.2.18 NMAC.

“State” means the State of New Mexico.

“System” means the joint water and wastewater utility system created by the Articles of Incorporation of the Borrower/Grantee, owned and operated by the Borrower/Grantee, and of which the Project, when completed, will form part.

“Term Sheet” means Exhibit “A” attached to this Agreement.

“Useful Life” means the period during which the Project is expected to be usable for the purpose for which it was acquired and constructed.

ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES OF THE BORROWER/GRANTEE

The Borrower/Grantee represents, covenants and warrants as follows:

(a) Binding Nature of Covenants. All covenants, stipulations, obligations and agreements of the Borrower/Grantee contained in this Loan/Grant Agreement and the Resolution shall be binding upon the Borrower/Grantee and its successors and upon any board or body to which any powers or duties affecting such covenants, stipulations, obligations, and agreements shall be transferred by or in accordance with law.

(b) Authorization of Agreement. The Borrower/Grantee is a Qualified Entity as defined in the Act and the Rules. Pursuant to the laws of the State and in particular, the laws governing its creation and existence, as amended and supplemented from time to time, the Borrower/Grantee is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. The Borrower/Grantee has duly authorized and approved its acceptance of the Loan/Grant and the execution and delivery of this Agreement and the other documents related to the transaction described in this Agreement, and no other approval is required that has not been obtained.

(c) Necessity of Project. The completion and operation of the Project under the terms and Conditions provided in this Agreement are necessary, convenient, and in furtherance of the governmental purposes of the Borrower/Grantee and are in the best interest of the Borrower/Grantee and the Colonia and the public the Borrower/Grantee serves.

(d) Useful Life. The Agreement Term is not greater than the Useful Life of the Project, and in any event shall not exceed thirty (30) years.

(e) Benefit to Borrower/Grantee; Operation Over Useful Life. During the Agreement Term, the Project will at all times be used for the purpose of benefiting the Borrower/Grantee and in particular the Colonia and the public the Borrower/Grantee serves. The Borrower/Grantee will operate and maintain the Project, so that it will function properly over its Useful Life.

(f) Nature and Use of Agreement Proceeds. The Borrower/Grantee acknowledges that the distribution of the proceeds of the Loan/Grant Amount shall be deemed to be a distribution to the Borrower/Grantee first of the Loan Amount and then, once an amount equal to the Loan Amount has been distributed, of the Grant Amount. The Borrower/Grantee shall apply the proceeds of the Loan/Grant solely to the completion of the Project and the payment of the Expenses, and shall not use the Loan/Grant proceeds for any other purpose. The Loan/Grant Amount, together with the Local Match that will be available to the Borrower/Grantee, is sufficient to complete the Project in its entirety and to pay the Expenses.

(g) Payment of Loan Amount. The Borrower/Grantee shall promptly make the Loan Payments as provided in this Agreement. The Loan shall be payable solely from Pledged Revenues and nothing in this Agreement shall be construed as obligating the Borrower/Grantee to pay the Loan from any general or other fund of the Borrower/Grantee other than the Pledged Revenues; however, nothing in this Agreement shall be construed as prohibiting the Borrower/Grantee in its sole and absolute discretion, from making such payments from any monies which may be lawfully used, and which are legally available, for that purpose.

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

(i) Irrevocability of Enactments. While this Agreement remains outstanding, any ordinance, resolution or other enactment of the Governing Body accepting the terms hereof, pledging the Pledged Revenues, or in any way relating to the Loan/Grant or this Agreement, including the Resolution, shall be irrevocable until the Project has been fully acquired and completed, and shall not be subject to amendment or modification in any manner which would result in any use of the proceeds of this Agreement in a manner not permitted or contemplated by the terms hereof.

(j) No Litigation. To the knowledge of the Borrower/Grantee after due investigation, no litigation or proceeding is pending or threatened against the Borrower/Grantee

or any other person affecting the right of the Borrower/Grantee to execute this Agreement or to comply with its obligations hereunder.

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

(l) Borrower/Grantee's Existence. The Borrower/Grantee will maintain its legal identity and existence so long as this Agreement remains outstanding unless another Political Subdivision of the State, State agency, or other entity by operation of law succeeds to the liabilities, rights and duties of the Borrower/Grantee under this Agreement without adversely affecting to any substantial degree the privileges and rights of the Lenders/Grantors, and that entity is a Qualified Entity.

(m) Budgeting of Pledged Revenues; Approval by Department of Finance and Administration. The Borrower/Grantee anticipates that the Pledged Revenues will be sufficient to make the Loan Payments, as and when due. The Borrower/Grantee will adequately budget for the Loan Payments and other amounts payable by the Borrower/Grantee under this Agreement and will submit such budget on an annual basis to the Department of Finance and Administration for review and verification of compliance with this requirement. The Borrower/Grantee shall operate the System as an enterprise fund in accordance with the Policies and shall budget for sufficient debt service on any outstanding loans, including Fund loans.

(n) Use of Project; Continuing Covenant. Other than as outlined in subparagraph (l) above, the Borrower/Grantee shall not sell, lease, mortgage, pledge, relocate or otherwise dispose of or transfer the Project or any part of the Project during the Useful Life of the System, or any part of the System during the Agreement Term; provided, however, that if the Project is a joint project of the Borrower/Grantee and other Qualified Entities (as defined by the Act), the Borrower/Grantee and the other Qualified Entities may, with the express written approval of the Lenders/Grantors and not otherwise, enter into an agreement allocating ownership and operational and maintenance responsibilities for the Project during its Useful Life. Any such agreement shall provide that the Lenders/Grantors, or either of them, shall have the power to enforce the terms of this Agreement, without qualification, as to each and every Qualified Entity owning or operating any portion of the Project during its Useful Life.

(o) Expected Coverage Ratio. The Pledged Revenues from the Fiscal Year in which the Closing Date occurs are reasonably expected to equal or exceed and, on an ongoing basis during each Fiscal Year during the Agreement Term, are reasonably expected to equal or exceed one hundred percent (100%) of the maximum annual principal and interest due on all outstanding debt of the Borrower/Grantee payable from the Pledged Revenues.

(p) Records and Reporting. The Borrower/Grantee shall maintain financial records in accordance with Generally Accepted Accounting Principles throughout the Agreement Term, conduct an audit of the Project's financial records if requested by the CIB or the Finance Authority and provide any and all other information and access to the Project as requested by the CIB or the Finance Authority.

(q) Acquisition and Completion. The Borrower/Grantee hereby agrees that in order to effectuate the purposes of this Agreement and to acquire and complete the Project it shall take such steps as are necessary and appropriate to acquire, complete, operate and maintain the Project lawfully and efficiently in accord with all applicable laws, ordinances, resolutions and regulations relating to the acquisition, operation, maintenance and completion of the Project and use of the Loan/Grant proceeds. The Project shall be constructed, installed and completed substantially in accordance with the approved plans and specifications, and shall fully incorporate the available technologies and operational design for water use efficiency described in the approved plans and specifications. No Loan/Grant funds shall be used for items not constituting Eligible Items.

(r) Use of Grant Proceeds for Construction; Other Qualified Entities. The Borrower/Grantee shall operate and maintain the Project in good operating condition and repair at all times during the Useful Life of the Project, so that the Project will function properly over the Useful Life of the Project; provided, that if any portion of the Project will be constructed, installed, located, completed or extended on real property owned by a Qualified Entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may, prior to any use of the Loan/Grant funds for the Project on such real property, obtain the written agreement of such other Qualified Entity to perform these obligations with respect to such real property (and the portion of the Project to be constructed, installed, located, completed or extended on such real property), which written agreement shall be subject to approval by the Lenders/Grantors and shall include an express statement by such other Qualified Entity that the Lenders/Grantors are third party beneficiaries of such written agreement.

(s) Local Match. The Local Match is legally available for the Project, has been applied or set aside by the Borrower/Grantee solely for the purposes of the Project and sufficient evidence of the Local Match has been provided and will be continued to be provided as part of the Borrower/Grantee's quarterly reporting as outlined in Section 7.1 and as otherwise requested by the Finance Authority.

(t) Rate Covenant. The Borrower/Grantee covenants that it will at all times fix, charge and collect such rates and charges as shall be required in order that in each Fiscal Year in which the Loan is outstanding the Gross Revenues shall at least equal the Operation and Maintenance Expenses of the System for the Fiscal Year, plus one hundred percent (100%) of the maximum annual principal and interest payments due on all outstanding debt payable from the Pledged Revenues.

(u) Audit Requirement. During the Agreement Term the Borrower/Grantee shall comply with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, as amended, and provide the CIB and Finance Authority with a copy of any audit prepared pursuant to the State Audit Act.

ARTICLE III AGREEMENT TERM

The Agreement Term shall commence on the Effective Date and shall terminate upon the earliest of the following events: a determination by the CIB or Finance Authority, in its sole

discretion, that (a) the Borrower/Grantee is unable to proceed with the Project for the foreseeable future; (b) the Borrower/Grantee has failed to commence the Project in a reasonably timely manner as determined by the CIB or Finance Authority, each in its sole discretion; (c) the Loan/Grant or any portion thereof is not necessary for the Project (in which case the Loan/Grant Amount may be modified by the Finance Authority); (d) the Borrower/Grantee has not expended the funds within three (3) years of the Closing Date; or (e) the Useful Life of the Project has ended, which in any event shall not exceed thirty (30) years.

ARTICLE IV

LOAN/GRANT TO THE BORROWER/GRANTEE; INVESTMENT OF MONEYS

Section 4.1 Loan and Grant to the Borrower/Grantee.

(a) Loan to the Borrower/Grantee. The Lenders/Grantors hereby lend to the Borrower/Grantee and the Borrower/Grantee hereby borrows from and agrees to pay to the order of the Lenders/Grantors, without interest, an amount equal to the Loan Amount, with the principal amount of the Loan Amount being payable as provided by Exhibit “C” of this Agreement. The Loan Amount shall be pre-payable by the Borrower/Grantee at any time without penalty.

(i) Subordinate Nature of Loan Amount Obligation. The obligation of the Borrower/Grantee to make the Loan Payments shall be subordinate to all other indebtedness secured by the Pledged Revenues existing on the Closing Date and, further, that may in the future be secured by the Pledged Revenues; except, however, that the obligation of the Borrower/Grantee to make the Loan Payments shall be on parity with any other obligation, present or future, of the Borrower/Grantee to repay a loan provided by the Lenders/Grantors pursuant to the Colonias Infrastructure Act or the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-10, as amended.

(ii) Hardship Waivers of Payment. Each year while any portion of the Loan Amount remains outstanding, if a Borrower/Grantee has encountered an unforeseeable hardship, no later than April 1 of each such year, the Borrower/Grantee may apply in writing to the Finance Authority and the DFA for a determination of whether the annual principal payment on the Loan Amount otherwise due on the upcoming June 1 of such year should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public the Borrower/Grantee serves. Although such determination shall be made by the Finance Authority and the DFA, the Borrower/Grantee shall submit such application to DFA through the Finance Authority for determination by both the Finance Authority and the DFA and shall submit with such application sufficient documentation of the existence of such undue hardship as is reasonably required by the Finance Authority and DFA (as determined by the Finance Authority and DFA) to make such determination, and the Borrower/Grantee shall promptly respond to additional requests for information from DFA or the Finance Authority. Such application shall be executed by the Authorized Officers of the Borrower/Grantee. For purposes of this Agreement and that determination, an “undue hardship” may be deemed to exist if the Finance Authority and the DFA determines that the Borrower/Grantee demonstrates economic need and the inability to pay on a timely basis such annual payment on the Loan Amount. The Finance

Authority shall communicate the decision to the Borrower/Grantee in writing of the results of such determination. Upon receipt of written notice of such determination, either the principal payment otherwise due on June 1 of such year shall be forgiven (in the event of a determination of undue hardship) or such principal payment shall remain outstanding and due and payable on such date (in the event no undue hardship is determined to exist).

(iii) Loans made on planning projects may be converted to grants if the Borrower/Grantee agrees to and completes technical assistance for managerial, technical, and financial capacity as provided by the Policies.

(iv) Constitutional and Statutory Debt Limitations. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the CIB, the Finance Authority, the State or the Borrower/Grantee within the meaning of any constitutional or statutory debt limitation.

(b) Grant to the Borrower/Grantee. The Lenders/Grantors hereby grant to the Borrower/Grantee and the Borrower/Grantee hereby accepts from the Lenders/Grantors an amount equal to the Grant Amount subject to the terms of this Loan/Grant Agreement.

(c) Project Account. The Finance Authority shall establish and maintain the Project Account as a book account only, on behalf of the Borrower/Grantee, which account shall be kept separate and apart from all other accounts of the Finance Authority. The Borrower/Grantee hereby pledges to the Lenders/Grantors all its rights, title and interest in the Loan/Grant Amount including the Project Account, and the Expenses for the purpose of securing the Borrower/Grantee's obligations under this Agreement.

Section 4.2 Investment of Borrower/Grantee's Accounts. Money on deposit in the Borrower/Grantee's accounts created hereunder and held by the Finance Authority may be invested by the Finance Authority for the credit of the Fund.

Section 4.3 Loan/Grant Amount Does Not Exceed Total Cost. The sum of the Loan/Grant Amount and the Local Match (and as set forth on the Term Sheet) does not exceed the cost of the Project and the Expenses, which sum, along with other monies reasonably expected to be available to the Borrower/Grantee, is sufficient to complete the Project and pay the Expenses.

ARTICLE V

LOAN/GRANT AMOUNT DISBURSEMENT CONDITIONS

Section 5.1 Conditions Precedent to Disbursement of Loan/Grant Amount. Prior to the disbursement of the Loan/Grant Amount or any portion thereof by the Finance Authority from the Fund, the following conditions shall be satisfied:

(a) The Finance Authority, on behalf of the CIB, shall have determined that the Borrower/Grantee has met the Conditions established for the Loan/Grant by the Finance Authority and the CIB; and

(b) Prior to disbursement of any portion of the Loan/Grant Amount for installation or construction, the plans and specifications for the Project shall have been approved by all entities required by the CIB or the Finance Authority in their sole discretion to approve such plans and specifications and the Borrower/Grantee shall have provided written assurance addressed to the CIB and the Finance Authority and signed by an attorney (or shall have provided a title insurance policy) that the Borrower/Grantee has proper title to or easements, rights of way, or permits on the real property upon or through which the Project is to be installed, constructed, located, completed or extended; and

(c) If any portion of the Project will be installed, constructed, located, completed or extended on real property owned by a Qualified Entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee shall have provided written assurance addressed to the CIB and the Finance Authority and signed by an attorney (or shall have provided a title insurance policy) that such other Qualified Entity has proper title to such real property; and

(d) The Borrower/Grantee shall obtain and provide written documentation satisfactory to the Finance Authority of the acquisition of permits and all rights-of-way prior to disbursement of the Loan/Grant Amount; and

(e) The Borrower/Grantee shall be in compliance with the provisions of this Agreement; and

(f) No Event of Default has occurred; and

(g) The Borrower/Grantee shall have provided any other information requested by the Finance Authority or CIB in its absolute discretion including documentation sufficient to make a determination whether any requested disbursement is for payment of Eligible Items and is fully consistent with the Act, the Rules, and the Policies, as applicable.

Section 5.2 Accounting for Amounts Credited to the Project Account. So long as Section 5.1 has been complied with and all Conditions to the disbursement of the Loan/Grant Amount have been satisfied (including approval of all plans and specifications), upon receipt by the Finance Authority of a requisition substantially in the form of Exhibit "B" attached hereto signed by an Authorized Officer of the Borrower/Grantee, supported by certification by the Borrower/Grantee's project architect, engineer, or such other authorized representative of the Borrower/Grantee that the amount of the disbursement request represents the progress of design, installation, construction, acquisition or other Project-related activities accomplished as of the date of the disbursement request, the Finance Authority shall seek funds sufficient to satisfy the request and, upon receipt of those funds disburse from the Fund, amounts which together are sufficient to pay the requisition in full or that portion approved by the Finance Authority or CIB in their sole discretion. The certification provided pursuant to this Section 5.2 in support of the requisition must be acceptable in form and substance to the Finance Authority and, at its request, the CIB. The Borrower/Grantee shall provide such records or access to the Project as the Finance Authority, and, at its request, the CIB, in the discretion of each, may request in connection with the approval of the Borrower/Grantee's requisition requests made hereunder.

Section 5.3 Acknowledgment and Non-liability for Funding Interruption. The Borrower/Grantee hereby acknowledges that the Finance Authority may be required to seek or request funds to satisfy the request outlined in Section 5.2 from an agency, instrumentality or other Political Subdivision of the State and that the Lenders/Grantors may have no control or authority over those entities. The Borrower/Grantee hereby agrees to waive on behalf of itself and indemnify and hold the Lenders/Grantors harmless from any and all third party claims, liability or damage that may or could be caused as a result of a delay or denial of funds related to or arising from the procedure described above or any other mechanism necessary or required to request, secure or process funds.

Section 5.4 No Disbursement for Prior Expenditures Except upon Approval. No disbursement shall be made from the Fund, of the Loan/Grant Amount, or any portion thereof, without the approval of the Finance Authority and, at its request, the CIB, to reimburse any expenditure made prior to the Closing Date.

Section 5.5 Completion of Disbursement of Loan/Grant Funds. Upon the earlier of (1) the completion of the Project, or (2) the expenditure of the whole Loan/Grant Amount, an Authorized Officer of the Borrower/Grantee shall deliver a certificate to the Finance Authority and the CIB, substantially in the form of Exhibit "E" attached hereto, stating that, to his or her knowledge, either (1) the Project has been completed, or (2) that the portion of the Loan/Grant Amount needed to complete the Project has been disbursed in accordance with the terms of this Agreement. No portion of the Loan/Grant Amount shall be disbursed after the date which is three (3) years from the Closing Date, unless a later date is approved in writing by an Authorized Officer of the CIB and an Authorized Officer of the Finance Authority.

Section 5.6 Application of Project Account Subsequent to Disbursement of Loan/Grant Amount; Termination of Pledge. Upon the first to occur of either (a) completion of the disbursement of the Loan/Grant Amount as signified by delivery of the completion certificate contemplated in Section 5.5 hereof; or (b) the earlier expiration of the time allowed for disbursements of Loan/Grant funds as provided in Section 5.5 hereof, the Finance Authority shall transfer the amounts remaining on deposit in the Project Account in the Colonias Infrastructure Fund to such other fund permitted by law. Upon such entry, the pledge of the Project Account established in this Loan/Grant Agreement shall terminate.

ARTICLE VI LOAN PAYMENTS BY THE BORROWER/GRANTEE

Section 6.1 Payment Obligations Limited to Pledged Revenues; Pledge of the Pledged Revenues. The Borrower/Grantee promises to make the Loan Payments, and other amounts owed by the Borrower/Grantee as herein provided.

The Borrower/Grantee does hereby convey, assign and pledge unto the Finance Authority and grants a lien and security interest in and unto its successors in trust forever all right, title and interest of the Borrower/Grantee in and to (i) the Pledged Revenues to the extent required to make the Loan Payments, and other amounts owed by the Borrower/Grantee as herein provided subject to and subordinate to all other pledges of the Pledged Revenues existing on the Closing

Date and, further, that may exist in the future (except only that the pledge of the Pledged Revenues herein shall be on a parity with any other pledge of the Pledged Revenues by the Borrower/Grantee to repay any obligations provided by the Lenders/Grantors pursuant to the Colonias Infrastructure Act and/or the Water Project Finance Act), and (ii) all other rights hereinafter granted, for securing of the Borrower/Grantee's obligations under this Agreement, including payment of the Loan Amount, and other amounts owed by the Borrower/Grantee as herein provided. Provided, however that if the Borrower/Grantee, its successors or assigns, shall well and truly pay, or cause to be paid the Loan Amount at the time and in the manner contemplated by this Agreement, according to the true intent and meaning hereof, and all other amounts due, or to become due under this Agreement in accordance with its terms and provisions then, upon such final payment or provision for payment by the Borrower/Grantee, the provisions of this Agreement and the rights created thereby with respect to the Loan Amount shall terminate and the Lenders/Grantors shall give a written release or such other confirmation as may be necessary to remove any encumbrances upon the Pledged Revenues; otherwise, such provisions of this Agreement shall remain in full force and effect.

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Borrower/Grantee and the Finance Authority, and the CIB acknowledge and agree that the obligations of the Borrower/Grantee hereunder are limited to the Pledged Revenues; and that this Agreement with respect to the Loan Amount and other amounts owed by the Borrower/Grantee as herein provided shall constitute a special, limited obligation of the Borrower/Grantee. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Borrower/Grantee within the meaning of any constitutional or statutory debt limitation. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Borrower/Grantee's monies other than the Pledged Revenues, nor shall any provision of this Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Borrower/Grantee's monies including the Pledged Revenues. In addition, the Pledged Revenues not required to meet the obligation of the Borrower/Grantee under this Agreement may be utilized by the Borrower/Grantee for any other purposes permitted by law.

Section 6.2 Deposit of Payments of Loan Amount to Colonias Infrastructure Project Fund. All payments made by the Borrower/Grantee to the Finance Authority to make the Loan Payments shall be deposited into the Colonias Infrastructure Project Fund.

Section 6.3 Manner of Payment. The Loan Amount shall be payable by the Borrower/Grantee to the Lenders/Grantors in annual installments of principal payable on June 1 beginning in the year 2016 and continuing through the year 2035 as set forth more fully in Exhibit "C" to this Agreement. All payments of the Borrower/Grantee hereunder shall be paid in lawful money of the United States of America to the Finance Authority at the address designated in Section 10.1 of this Agreement. The obligation of the Borrower/Grantee to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder, and payment hereunder shall not be abated through accident or unforeseen circumstances. Notwithstanding any dispute between the Borrower/Grantee and the Finance Authority, any vendor or any other person, the Borrower/Grantee shall make all deposits hereunder, from and to the extent of the available

Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Borrower/Grantee assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 6.4 Borrower/Grantee May Budget for Payments. The Borrower/Grantee may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to make the Loan Payments and other amounts owed by the Borrower/Grantee hereunder; provided, however, the Borrower/Grantee has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

Section 6.5 Lenders/Grantors' Release of Lien and Further Assurances. Upon payment in full of the Loan Amount, and other amounts owed by the Borrower/Grantee as herein provided in this Agreement the Lenders/Grantors agree to execute a release of lien and to give such further assurances as are reasonably necessary to ensure that the Lenders/Grantors no longer hold or maintain any lien or claim against the Pledged Revenues.

ARTICLE VII ADMINISTRATION

Section 7.1 Borrower/Grantee Reporting to Lenders/Grantors. The Borrower/Grantee shall provide the Lenders/Grantors with a quarterly written report substantially in the form of Exhibit "D" attached hereto, or other report format as designated by the Finance Authority, and signed by an Authorized Officer of the Borrower/Grantee. The first quarterly report shall be due on June 30, 2016, and subsequent reports shall be due on each March 31, June 30, September 30 and December 31 thereafter until the report date next following final distribution of the Loan/Grant funds. The description of the status of the Project in each quarterly report shall include, among other information, (a) a comparison of actual and anticipated requests for distributions of Loan/Grant funds as of the report date with those anticipated as of the Closing Date, (b) a description of actual and anticipated changes in the cost estimates for the Project as of the report date compared with those anticipated as of the Closing Date, and (c) a description of the percentage of completion of the Project.

Section 7.2 Application of Project Account Subsequent to Disbursement of Loan/Grant Funds. Upon the completion of the Project as signified by delivery of the completion certificate required by Section 5.5 hereof, the Finance Authority shall determine, by reference to the Project Account, whether any portion of the authorized Loan/Grant Amount remains unexpended. If any of the Loan/Grant Amount remains unexpended, the funds shall be transferred by the Finance Authority to the appropriate account or fund in accordance with applicable law and the Borrower/Grantee shall have no right to access the funds.

Section 7.3 Further Assurances and Corrective Instruments. The Lenders/Grantors and the Borrower/Grantee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues and carrying out the intention hereof.

Section 7.4 Representatives of Lenders/Grantors or of Borrower/Grantee. Whenever under the provisions hereof the approval of the Lenders/Grantors, collectively or individually, or the Borrower/Grantee is required, or the Borrower/Grantee, or the Lenders/Grantors, collectively or individually, are required to take some action at the request of any of them, such approval or such request shall be given for the Lenders/Grantors, collectively or individually, or for the Borrower/Grantee, by an Authorized Officer of the Lenders/Grantors, collectively or individually, or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 7.5 Selection of Contractors. All contractors providing services or materials in connection with the Project shall be selected in accordance with applicable provisions of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or, if the Borrower/Grantee is not subject to the New Mexico Procurement Code, shall be selected in accordance with a documented procurement process duly authorized and established pursuant to laws and regulations applicable to the Borrower/Grantee.

Section 7.6 Required Contract Provisions. The Borrower/Grantee shall require the following provisions in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party:

(a) There shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin; and

(b) Any contractor or subcontractor providing construction services in connection with the Project shall post a performance and payment bond in accordance with the requirements of NMSA 1978, § 13-4-18, as amended.

ARTICLE VIII INSURANCE; NON-LIABILITY OF LENDERS/GRANTORS

Section 8.1 Insurance. The Borrower/Grantee shall carry general liability insurance or participate in the State's risk-management program and, to the extent allowed by the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 through 41-4-30, as amended, shall and hereby agrees to name the Lenders/Grantors as additional insureds with respect to all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition, completion or implementation of the Project or otherwise during the Agreement Term; provided, that if any portion of the Project will be constructed, located, completed or extended on real property owned by a Qualifying Entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may obtain the written agreement of such other Qualifying Entity to perform these insurance/risk-management program requirements for Borrower/Grantee with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall include an express statement by such other Qualifying Entity that the Lenders/Grantors are third party beneficiaries of such written agreement.

Section 8.2 Non-Liability of Lenders/Grantors.

(a) Lenders/Grantors shall not be liable in any manner for the Project, Borrower/Grantee's use of the Loan/Grant, the acquisition, implementation, construction, installation, ownership, operation or maintenance of the Project, or any failure to act properly by the Borrower/Grantee or any other owner or operator of the Project.

(b) Lenders/Grantors shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the Finance Authority for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

(c) To the extent permitted by law, the Borrower/Grantee shall and hereby agrees to indemnify and save the Finance Authority and the CIB harmless against and from all claims, by or on behalf of any person, firm, corporation, or other legal entity, arising from the acquisition or operation of the Project during the Agreement Term, from: (i) any act of negligence or other misconduct of the Borrower/Grantee, or breach of any covenant or warranty by the Borrower/Grantee hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition or operation of the Project in excess of the Loan/Grant Agreement proceeds and interest on the investment thereof. The Borrower/Grantee shall indemnify and save the Finance Authority and the CIB harmless, from and to the extent of the available Pledged Revenues, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the Finance Authority or the CIB, shall defend the Finance Authority or the CIB, as applicable, in any such action or proceeding.

ARTICLE IX EVENTS OF DEFAULT AND REMEDIES

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

(a) Failure by the Borrower/Grantee to pay any amount required to be paid under this Agreement on the date on which it is due and payable; or

(b) Failure by the Borrower/Grantee to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower/Grantee by the Lenders/Grantors, collectively or individually, unless the Lenders/Grantors, collectively or individually shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Lenders/Grantors but cannot be cured within the applicable thirty (30) day period, the Lenders/Grantors, collectively or individually, will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Borrower/Grantee within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of Force Majeure the Borrower/Grantee is unable to carry out the agreements on its part herein contained,

the Borrower/Grantee shall not be deemed in default under this paragraph 9.1(b) during the continuance of such inability (but Force Majeure shall not excuse any other Event of Default); or

(c) Any warranty, representation or other statement by or on behalf of the Borrower/Grantee contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement is determined to be false or misleading in any material respect in the sole discretion of the Finance Authority or CIB; or

(d) A petition is filed against the Borrower/Grantee under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the Finance Authority shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests; or

(e) The Borrower/Grantee files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or

(f) The Borrower/Grantee admits insolvency or bankruptcy or its inability to pay its debt as they become due or is generally not paying its debt as such debt become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Borrower/Grantee for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the Finance Authority shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests.

Section 9.2 Limitations on Remedies. A judgment requiring payment of money entered against the Borrower/Grantee shall be paid only from available Pledged Revenues unless the Borrower/Grantee in its sole discretion pays the judgment from other available funds.

Section 9.3 Remedies on Default. Whenever any Event of Default has occurred and is continuing, and subject to Section 9.4 hereof, the Lenders/Grantors, collectively or individually, may take whatever of the following actions may appear necessary or desirable to enforce performance of any agreement of the Borrower/Grantee in this Loan/Grant Agreement:

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

(b) Terminate this Loan/Grant Agreement; or

(c) Cease disbursing any further amounts from the Project Account; or

(d) Demand that the Borrower/Grantee immediately repay the Loan/Grant Amount or any portion thereof if such funds were not utilized in accordance with this Loan/Grant Agreement; or

(e) File a suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Lenders/Grantors, collectively or individually; or

(f) By intervention in judicial proceedings that affect this Loan/Grant Agreement or the Pledged Revenues; or

(g) Take whatever other action at law or in equity may appear necessary or desirable to enforce any other of their rights hereunder.

The Borrower/Grantee shall be responsible for reimbursing the Lenders/Grantors for any and all fees and costs incurred in enforcing the terms of this Loan/Grant Agreement.

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

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

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

Section 9.7 Agreement to Pay Attorneys' Fees and Expenses. In the event that the Borrower/Grantee shall default under any of the provisions hereof, and the Finance Authority or the CIB shall employ attorneys or incur other expenses for the collection of payments hereunder,

or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower/Grantee herein contained, the Borrower/Grantee agrees that it shall, on demand therefor, pay to the Finance Authority or the CIB, as applicable, the fees of such attorneys and such other expenses so incurred, to the extent such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Borrower/Grantee under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues.

ARTICLE X MISCELLANEOUS

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

If to the Borrower/Grantee, to:

Dona Ana MDWCA
Attn.: Executive Director
P.O. Box 866
Dona Ana, New Mexico 88032

If to the CIB or to the Finance Authority, to:

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

The Borrower/Grantee or the Lenders/Grantors may, by notice given hereunder, designate any further or different addresses to which subsequent notices; certificates or other communications shall be sent.

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

Section 10.3 Integration. This Agreement and any other agreements, certifications and commitments entered into between the Lenders/Grantors and the Borrower/Grantee on the Effective Date constitute the entire agreement of the parties regarding the Loan/Grant and the funding of the Project through the Loan/Grant as of the Effective Date, and the terms of this Agreement supersede any prior applications, discussions, understandings or agreements between or among the parties in connection with the Loan/Grant, to the extent such prior applications, discussions, understandings or agreements are inconsistent with this Agreement.

Section 10.4 Amendments. This Agreement may be amended only with the written consent of all of the parties to this Agreement. The consent of the Finance Authority for

amendments not affecting the terms of payment of the loan component of this Agreement may be given by an Authorized Officer of the Finance Authority. The execution of any such consent by an Authorized Officer of the Finance Authority shall constitute his or her determination that such amendment does not affect the terms of payment of the loan component of this Agreement.

Section 10.5 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Lenders/Grantors, either directly or through the Finance Authority or the CIB, or against any officer, employee, director or member of the Borrower/Grantee, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Borrower/Grantee, the CIB or of the Finance Authority is hereby expressly waived and released by the Borrower/Grantee, the CIB and the Finance Authority as a condition of and in consideration for the execution of this Agreement.

Section 10.6 Severability. In the event that any provision of this Agreement, other than the obligation of the Borrower/Grantee to make the Loan Payments, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

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

Section 10.8 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. Pursuant to NMSA 1978, § 6-21-26, as amended, the venue for any proceedings or any other action or procedure against the Finance Authority shall be in Santa Fe County.

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

Section 10.10 Application of Act and Rules. The Lenders/Grantors and the Borrower/Grantee expressly acknowledge that this Agreement is governed by provisions and requirements of the Act and the Rules, as amended and supplemented, and all applicable provisions and requirements of the Act and the Rules are incorporated into this Agreement by reference.

[Remainder of page intentionally left blank.]

[Signature pages follow.]

IN WITNESS WHEREOF, the Finance Authority, on behalf of itself, and the CIB, on behalf of itself, each have executed this Agreement, which was approved by the CIB on June 4, 2015, and November 10, 2015, and by the Finance Authority's Board of Directors on June 25, 2015, and December 17, 2015, in their respective corporate names with their corporate seals affixed hereto and attested by their duly Authorized Officers; and the Borrower/Grantee has caused this Agreement to be executed and attested by duly Authorized Officers thereof. All of the above are effective as of the date first above written.

LENDERS/GRANTORS:

NEW MEXICO FINANCE AUTHORITY

By _____
Chief Executive Officer or Designee

ATTEST:

By _____

COLONIAS INFRASTRUCTURE BOARD

By _____
Chairperson or Vice-Chairperson

Prepared for Execution by Officers of the
New Mexico Finance Authority and the
Colonias Infrastructure Board:

VIRTUE & NAJJAR, PC

By _____
Jonas M. Nahoum

Approved for Execution by Officers of the
New Mexico Finance Authority and the
Colonias Infrastructure Board:

By _____
Daniel C. Opperman,
Finance Authority General Counsel

BORROWER/GRANTEE:

DONA ANA MUTUAL DOMESTIC
WATER CONSUMERS ASSOCIATION,
DONA ANA COUNTY, NEW MEXICO

By _____
James Melton, President

ATTEST:

By _____
Kurt Anderson, Secretary/Treasurer

EXHIBIT "A"

TERM SHEET

**\$677,643 COLONIAS INFRASTRUCTURE PROJECT LOAN/GRANT TO THE
DONA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION,
DONA ANA COUNTY, NEW MEXICO**

Project Description: The Project is infrastructure development in accordance with the Act consisting of improvements to a wastewater system, but does not include general operation and maintenance, equipment, housing allowance payments or mortgage subsidies and is more specifically described as construction for the vacuum wastewater collection system to include valve pits and/or buffer tanks, related appurtenances including division valves, and wastewater collection lines within the boundaries of the wastewater collection area and shall include such other related work and revisions necessary to complete the Project.

Grant Amount: \$609,879

Loan Amount: \$67,764

Pledged Revenues: Net System Revenues, as defined in the Resolution.

Outstanding Senior Obligations for Pledged Revenues: 2001 USDA, Matures 2041; 2013 USDA, Matures 2053; NMFA Loan 2868-DW, Matures in 2035; NMED 2013 RIP Loan, Matures 2033; NMFA Loan 3227-DW, Matures 2036; 2014 NMED Loan, Matures 2034; and NMFA Loan 3382-DW, Matures in 2037.

Outstanding Parity Obligations: NMFA Loan 0083-WTB, Matures 2029; NMFA Loan 0055-WTB, Matures 2029; NMFA Loan 105-WTB, Matures 2029; NMFA Loan 243-WTB, Matures 2032; NMFA Loan 271-WTB, Matures 2034; NMFA Loan 2770-CIF, Matures 2032; NMFA Loan 2972-CIF, Matures 2034; NMFA Loan 3177-CIF, Matures 2034; and NMFA Loan 3184-CIF, Matures in 2034.

Authorizing Legislation: Borrower/Grantee Resolution No. 2016-04, adopted February 9, 2016.

Local Match: \$67,764

Loan/Grant Agreement
Dona Ana MDWCA, Loan/Grant No. 3349-CIF

Closing Date: March 18, 2016

Project Account Deposit: \$677,643

Conditions to be satisfied prior to first disbursement of the Loan/Grant Amount:

Delivery to Finance Authority of (i) a copy of the agenda of the meeting of the Governing Body at which the Resolution was adopted and at which this Agreement, the Resolution and all other Loan/Grant documents were authorized by the Governing Body (the “Meeting”), certified as a true and correct copy by the Secretary/Treasurer of the Borrower/Grantee, (ii) a copy of the minutes or record of proceedings of the Meeting, approved and signed by the President and attested to by the Secretary/Treasurer of the Borrower/Grantee, and (iii) a copy of the notice of meeting for the Meeting evidencing compliance with the Borrower/Grantee’s Open Meetings standards in effect on the date of the Meeting.

Other Conditions applicable to the Loan/Grant: The Borrower/Grantee shall obtain and provide written documentation satisfactory to the Finance Authority of the acquisition of permits and all rights-of-way prior to disbursement of the Loan/Grant Amount; and all Conditions defined in the Loan/Grant Agreement.

EXHIBIT "B"

FORM OF REQUISITION

RE: \$677,643 Loan/Grant Agreement by and between the Colonias Infrastructure Board and the Finance Authority, as Lenders/Grantors, and the Dona Ana Mutual Domestic Water Consumers Association, as Borrower/Grantee (the "Loan/Grant Agreement")

Loan/Grant No. 3349-CIF

Closing Date: March 18, 2016

TO: NEW MEXICO FINANCE AUTHORITY

You are hereby authorized to disburse from the Project Account – Dona Ana Mutual Domestic Water Consumers Association with regard to the above-referenced Loan/Grant Agreement the following:

REQUISITION NUMBER: _____

NAME AND ADDRESS OF PAYEE: _____

WIRING INFORMATION

BANK NAME:	_____
ACCOUNT NUMBER:	_____
ROUTING NUMBER:	_____

AMOUNT OF PAYMENT: \$ _____

PURPOSE OF PAYMENT: _____

ELIGIBLE ITEM CATEGORY (See below): _____

AMOUNT OF LOCAL MATCH EXPENDED SINCE LAST REQUISITION: \$ _____
Attach proof of expenditures for hard match (cancelled check, wire transfer receipt, and written certification of type and value of any soft match)

AMOUNT OF LOCAL MATCH EXPENDED TO DATE: \$ _____

TOTAL: \$ _____

DATED: _____

By: _____

Authorized Officer

Title: _____

Each obligation, item of cost or expense mentioned herein is for a Loan/Grant made by the Lenders/Grantors pursuant to the Act to the Borrower/Grantee within the State of New Mexico, is due and payable, has not been the subject of any previous requisition and is a proper charge against the Project Account – Dona Ana Mutual Domestic Water Consumers Association. All representations contained in the Loan/Grant Agreement and the related closing documents remain true and correct and the Borrower/Grantee is not in breach of any of the covenants contained therein.

The proceeds of the Loan/Grant are to be used to pay the costs of Eligible Items, as defined in the Loan/Grant Agreement. Eligible Items include (1) planning, designing, construction, improving or expanding a qualified project; (2) developing engineering feasibility reports for Qualified Projects; (3) inspecting construction of Qualified Projects; (4) providing professional services; (5) completing environmental assessments or archeological clearances and other surveys for Qualified Projects; (6) acquiring land, water rights, easements or rights of way; (7) paying legal costs and fiscal agent fees associated with development of Qualified Projects, within limits set by the Board.

All construction and all installation of equipment with proceeds of the Loan/Grant has or will be used in accordance with plans and/or specifications approved by all entities required by the CIB and the Finance Authority in their sole discretion to approve such plans and specifications, has or will be acquired in compliance with applicable procurement laws and regulations and has or will be inspected and approved in accordance with applicable laws and regulations.

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

EXHIBIT “C”

PAYMENT PROVISIONS OF THE LOAN

The Loan Amount shall be payable by the Borrower/Grantee to the Lenders/Grantors in twenty (20) annual installments of principal pursuant to the attached debt service schedule, beginning June 1, 2016 and ending June 1, 2035. The Loan Amount shall be pre-payable at any time without penalty.

EXHIBIT "D"

**COLONIAS INFRASTRUCTURE PROJECT FUND STATUS REPORT
PREPARED FOR THE
NEW MEXICO FINANCE AUTHORITY**

Fund Recipient Names: Dona Ana MDWCA	CIF Project Number: 3349-CIF
Recipient Contact: Executive Director	CIF Project Name: Vacuum wastewater collection System
Phone Number:	Project Type: Wastewater Infrastructure - Construction
Quarterly Project Report <input type="checkbox"/> Final <input type="checkbox"/> Other <input type="checkbox"/>	
Report Period: From - ____ / ____ / ____ To - ____ / ____ / ____	
Contract Expiration: _____	
Total CIB Award: \$ _____ Current Balance: \$ _____	
Loan % 10 Grant % 90 Local Match % 10	
Expected CIF Award Expenditure Next Quarter: \$ _____	
Amount of Local Match Expended to Date: \$ _____	
Expected Local Match Expenditure Next Quarter: \$ _____	
Project Phase: Planning <input type="checkbox"/> Design <input type="checkbox"/> Construction <input type="checkbox"/>	
PROJECT TIME: Original Completion Date: _____	
Current Completion Date: _____	
Days Remaining for Completion _____	
Percent Project is Complete _____% On Schedule? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Briefly Describe Project Progress During This Reporting Period:	
Issues Addressed During This Period (Indicate any current and/or anticipated issues that remain unresolved):	

Goals/Milestones With Timeline or Dates For The Next Reporting Period:	
Name and Title of Authorized Representative: <i>(Print)</i> Date: _____	Authorized Representative Signature:

EXHIBIT "E"

FORM OF CERTIFICATE OF COMPLETION

RE: \$677,643 Loan/Grant Agreement by and between the Colonias Infrastructure Board and the Finance Authority, as Lenders/Grantors, and the Dona Ana Mutual Domestic Water Consumers Association, as Borrower/Grantee (the "Loan/Grant Agreement")

Loan/Grant No. 3349-CIF

Closing Date: March 18, 2016

TO: NEW MEXICO FINANCE AUTHORITY

I, _____, the _____ of the
[Name] [Title or position]

Borrower/Grantee, hereby certify as follows:

1. The project described in the Loan/Grant Agreement (the "Project"), or the applicable phase of the project if funding was for a phased Project, was completed and placed in service on _____, 20__.
2. The total cost of the Project was \$ _____.
3. Cost of the Project paid from the Loan/Grant Amount was \$ _____.
4. The portion of the Loan/Grant Amount unexpended for the Project is \$ _____.
5. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Loan/Grant Agreement.

This certificate shall not be deemed to prejudice or affect any rights of or against third parties which exist at the date of this certificate or which may subsequently come into being.

DONA ANA MUTUAL DOMESTIC
WATER CONSUMERS ASSOCIATION,
DONA ANA COUNTY, NEW MEXICO

By: _____

Its: _____

\$677,643
DONA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION,
DONA ANA COUNTY, NEW MEXICO
COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT
No. 3349-CIF

STATE OF NEW MEXICO)	<u>GENERAL AND</u>
) ss.	<u>NO LITIGATION</u>
COUNTY OF DONA ANA)	<u>CERTIFICATE</u>

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and acting President and Executive Director for the Dona Ana Mutual Domestic Water Consumers Association (the "Borrower/Grantee") in the State of New Mexico (the "State"):

Capitalized terms used in this Certificate have the same meaning as defined in Resolution No. 2016-04 adopted by the Governing Body of the Borrower/Grantee on February 9, 2016 (the "Resolution") unless otherwise defined in this Certificate or the context requires otherwise.

1. The Borrower/Grantee is a duly organized and existing incorporated mutual domestic water consumers association in good standing under the laws of the State of New Mexico.

2. There exists within the service area of the Borrower/Grantee, the Colonia of the community of San Ysidro, a community that has been designated as a Colonia within the meaning of the Colonias Infrastructure Act, and the Borrower/Grantee will be receiving the Loan/Grant for the benefit of the Colonia of the community of San Ysidro and the public served by the Borrower/Grantee.

3. From at least February 9, 2016, to and including the date of this Certificate, the following were and now are the duly chosen, qualified and acting officers of the Borrower/Grantee:

President:	James Melton
Vice President:	Jamie Stull
Directors:	Kurt Anderson Raymond Ponteri
Secretary/Treasurer:	Kurt Anderson
Executive Director:	Jennifer J. Horton

4. Based on data collected during the 2010 Census, the population of Dona Ana County is less than seventy-five percent (75%) English speaking and less than seventy-five percent (75%) Spanish speaking.

5. Notice of adoption of the Resolution was published in English in the *Las Cruces Sun News*, a newspaper qualified to publish legal notices that is of general circulation in Dona Ana County.

6. There is no reason within our knowledge and belief after due investigation, why the Borrower/Grantee may not enter into the Loan/Grant Agreement with the New Mexico Finance Authority and the Colonias Infrastructure Board, as authorized by the Resolution.

7. No material adverse change has occurred, nor has any development occurred involving a prospective material and adverse change in, or affecting the affairs, business, financial condition, results of operations, prospects, or properties of the Borrower/Grantee since the date of the Resolution.

8. To the best of our knowledge and belief after due investigation, none of the events of default referred to in Article IX of the Loan/Grant Agreement has occurred.

9. There is no threatened action, suit, proceeding, inquiry or investigation against the Borrower/Grantee, at law or in equity, by or before any court, public board or body, nor to our knowledge is there any basis therefor, affecting the existence of the Borrower/Grantee or the titles of its officials to their respective offices, or seeking to prohibit, restrain or enjoin the pledge of the Pledged Revenues to pay the principal, interest or administrative fees on the Loan/Grant Agreement, or in any way materially adversely affecting or questioning (a) the use of the proceeds of the Loan/Grant Agreement for the Project and to pay certain expenses as described therein, (b) the validity or enforceability of the Loan/Grant Agreement or any proceedings of the Borrower/Grantee taken with respect to the Resolution or the Loan/Grant Agreement, (c) the execution and delivery of the Loan/Grant Agreement, or (d) the power of the Borrower/Grantee to carry out the transactions contemplated by the Resolution and the Loan/Grant Agreement.

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

11. The Borrower/Grantee is not in default, and has not been in default within the ten (10) years immediately preceding the date of this Certificate, in the payment of principal of, premium, if any, or interest on any bonds, notes or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest.

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

13. Regular meetings of the Borrower/Grantee's Governing Body and the meeting at which the Resolution was adopted have been held at 5535 Ledesma Drive, Las Cruces, New Mexico, the principal meeting place of the Borrower/Grantee.

14. The Borrower/Grantee's Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Borrower/Grantee's Governing Body in connection with the Loan/Grant Agreement. The Open Meetings Act Resolution adopted and approved by the Governing Body on December 21, 2015 establishes notice standards for meetings of the Governing Body. The Open Meetings Act Resolution has not been amended or repealed. All action of the Governing Body with respect to the Resolution and the Loan/Grant Agreement was taken at meetings held in compliance with the Open Meetings Act Resolution No. 2016-01, which resolution was effective on February 9, 2016, and has not been amended, repealed or rescinded.

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

16. This Certificate is for the benefit of the Finance Authority and the Colonias Infrastructure Board.

17. This Certificate may be executed in counterparts.

[Signature page follows.]

WITNESS our signatures and the seal of the Borrower/Grantee this 18th day of March, 2016.

DONA ANA MUTUAL DOMESTIC
WATER CONSUMERS ASSOCIATION,
DONA ANA COUNTY, NEW MEXICO

(SEAL)

By _____
James Melton, President

By _____
Kurt Anderson, Secretary/Treasurer

Filing Instructions

Dona Ana Mutual Domestic Water Consumers Association

Exempt Organization Tax Return

Taxable Year Ended June 30, 2015

Date Due: February 15, 2016

Remittance: None is required. Your Form 990 for the tax year ended 6/30/15 shows no balance due.

Mail To: Department of the Treasury
Internal Revenue Service Center
Ogden, UT 84201-0027

If a private delivery service is used, mail to:
OSPC
1973 N. Rulon White Blvd.
Ogden, UT 84404

Signature: The return should be signed and dated on Page 1 by an officer representing the organization.

Other: Initial and date the copy of the return, and retain it for your records.

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax
Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)
Do not enter social security numbers on this form as it may be made public.
Information about Form 990 and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047
2014
Open to Public Inspection

A For the **2014** calendar year, or tax year beginning **07/01/14**, and ending **06/30/15**

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization Dona Ana Mutual Domestic Water Consumers Association	D Employer identification number 85-0243460
	Doing business as	
	Number and street (or P.O. box if mail is not delivered to street address) Room/suite PO Box 866	
	City or town, state or province, country, and ZIP or foreign postal code Dona Ana NM 88032	
	F Name and address of principal officer: James Melton PO Box 866 Dona Ana NM 88032	
E Telephone number 575-526-3491		
G Gross receipts \$ 5,004,091		
H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. (see instructions)		
I Tax-exempt status: <input type="checkbox"/> 501(c)(3) <input checked="" type="checkbox"/> 501(c) (1) ◀ (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527		
J Website: www.dawater.org H(c) Group exemption number ▶		
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶ L Year of formation: 1990 M State of legal domicile: NM		

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: Dona Ana Mutual Domestic Water Consumers Association's purpose is to provide safe reliable water and solid waste services for it's members while maintaining a sustainable water source for the future.		
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3 Number of voting members of the governing body (Part VI, line 1a)	3	5
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	0
	5 Total number of individuals employed in calendar year 2014 (Part V, line 2a)	5	24
	6 Total number of volunteers (estimate if necessary)	6	0
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
b Net unrelated business taxable income from Form 990-T, line 34	7b	0	
Revenue	8 Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
	9 Program service revenue (Part VIII, line 2g)	2,692,966	1,382,940
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	3,177,622	3,571,180
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	22,652	49,971
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	5,893,240	5,004,091
	Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0
14 Benefits paid to or for members (Part IX, column (A), line 4)		0	0
15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)		790,272	875,659
16a Professional fundraising fees (Part IX, column (A), line 11e)		0	0
b Total fundraising expenses (Part IX, column (D), line 25) ▶		0	
17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)		1,917,538	2,357,478
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)		2,707,810	3,233,137
19 Revenue less expenses. Subtract line 18 from line 12	3,185,430	1,770,954	
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	Beginning of Current Year	End of Year
	21 Total liabilities (Part X, line 26)	29,117,214	32,173,730
	22 Net assets or fund balances. Subtract line 21 from line 20	10,931,639	13,136,583
		18,185,575	19,037,147

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer James Melton	Date President			
	Type or print name and title				
Paid Preparer Use Only	Print/Type preparer's name De'Aun Willoughby, CPA	Preparer's signature De'Aun Willoughby, CPA	Date 02/04/16	Check <input type="checkbox"/> if self-employed	PTIN P00622133
	Firm's name De'Aun Willoughby CPA	Firm's EIN 85-0388106			
	Firm's address 225 Innsdale Terrace Clovis, NM 88101-3061	Phone no. 855-253-4313			

May the IRS discuss this return with the preparer shown above? (see instructions) Yes No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III

1 Briefly describe the organization's mission:

Dona Ana Mutual Domestic Water Consumers Association's purpose is to provide safe reliable water and solid waste services for it's members while maintaining a sustainable water source for the future.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? Yes No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? Yes No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4b (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4c (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4d Other program services (Describe in Schedule O.)

(Expenses \$ including grants of \$) (Revenue \$)

4e Total program service expenses ▶

Part IV Checklist of Required Schedules

		Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? If "Yes," complete Schedule A		X
2	Is the organization required to complete Schedule B, Schedule of Contributors (see instructions)?		X
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I		X
4	Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II		
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? If "Yes," complete Schedule C, Part III		X
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? If "Yes," complete Schedule D, Part I		X
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? If "Yes," complete Schedule D, Part II		X
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? If "Yes," complete Schedule D, Part III		X
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability; serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? If "Yes," complete Schedule D, Part IV		X
10	Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? If "Yes," complete Schedule D, Part V		X
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? If "Yes," complete Schedule D, Part VI	X	
b	Did the organization report an amount for investments—other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VII		X
c	Did the organization report an amount for investments—program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VIII		X
d	Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part IX		X
e	Did the organization report an amount for other liabilities in Part X, line 25? If "Yes," complete Schedule D, Part X	X	
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? If "Yes," complete Schedule D, Part X		X
12a	Did the organization obtain separate, independent audited financial statements for the tax year? If "Yes," complete Schedule D, Parts XI and XII	X	
b	Was the organization included in consolidated, independent audited financial statements for the tax year? If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional		X
13	Is the organization a school described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E		X
14a	Did the organization maintain an office, employees, or agents outside of the United States?		X
b	Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? If "Yes," complete Schedule F, Parts I and IV		X
15	Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? If "Yes," complete Schedule F, Parts II and IV		X
16	Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? If "Yes," complete Schedule F, Parts III and IV		X
17	Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? If "Yes," complete Schedule G, Part I (see instructions)		X
18	Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? If "Yes," complete Schedule G, Part II		X
19	Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? If "Yes," complete Schedule G, Part III		X
20a	Did the organization operate one or more hospital facilities? If "Yes," complete Schedule H		X
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		

Part IV Checklist of Required Schedules (continued)

		Yes	No
21	Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? If "Yes," complete Schedule I, Parts I and II		X
22	Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? If "Yes," complete Schedule I, Parts I and III		X
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? If "Yes," complete Schedule J		X
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
25a	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? If "Yes," complete Schedule L, Part I		
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I		
26	Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? If "Yes," complete Schedule L, Part II		X
27	Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? If "Yes," complete Schedule L, Part III		X
28	Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):		
a	A current or former officer, director, trustee, or key employee? If "Yes," complete Schedule L, Part IV		X
b	A family member of a current or former officer, director, trustee, or key employee? If "Yes," complete Schedule L, Part IV		X
c	An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? If "Yes," complete Schedule L, Part IV		X
29	Did the organization receive more than \$25,000 in non-cash contributions? If "Yes," complete Schedule M		X
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? If "Yes," complete Schedule M		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? If "Yes," complete Schedule N, Part I		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If "Yes," complete Schedule N, Part II		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If "Yes," complete Schedule R, Part I		X
34	Was the organization related to any tax-exempt or taxable entity? If "Yes," complete Schedule R, Parts II, III, or IV, and Part V, line 1		X
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," complete Schedule R, Part V, line 2		
36	Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? If "Yes," complete Schedule R, Part V, line 2		
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? If "Yes," complete Schedule R, Part VI		X
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? Note. All Form 990 filers are required to complete Schedule O		X

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V

		Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable		
1a	20		
1b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable		
1b	0		
1c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return		
2a	24		
2b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? Note. If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)	X	
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?		X
3b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation in Schedule O		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		X
b	If "Yes," enter the name of the foreign country: ▶ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		X
5b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		X
5c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?		
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		X
6b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
7	Organizations that may receive deductible contributions under section 170(c).		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?		
7a			
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		
7b			
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		
7c			
d	If "Yes," indicate the number of Forms 8282 filed during the year		
7d			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		
7e			
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		
7f			
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		
7g			
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		
7h			
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		
8			
9	Sponsoring organizations maintaining donor advised funds.		
a	Did the sponsoring organization make any taxable distributions under section 4966?		
9a			
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		
9b			
10	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on Part VIII, line 12	10a	
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b	
11	Section 501(c)(12) organizations. Enter:		
a	Gross income from members or shareholders	11a	
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b	
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a	
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b	
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
a	Is the organization licensed to issue qualified health plans in more than one state? Note. See the instructions for additional information the organization must report on Schedule O.	13a	
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b	
c	Enter the amount of reserves on hand	13c	
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a	X
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O	14b	

Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions. Check if Schedule O contains a response or note to any line in this Part VI

Section A. Governing Body and Management

		Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain in Schedule O.		
b	Enter the number of voting members included in line 1a, above, who are independent		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?		<input checked="" type="checkbox"/>
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, or trustees, or key employees to a management company or other person?		<input checked="" type="checkbox"/>
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		<input checked="" type="checkbox"/>
5	Did the organization become aware during the year of a significant diversion of the organization's assets?		<input checked="" type="checkbox"/>
6	Did the organization have members or stockholders?	<input checked="" type="checkbox"/>	
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?		<input checked="" type="checkbox"/>
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?		<input checked="" type="checkbox"/>
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
a	The governing body?	<input checked="" type="checkbox"/>	
b	Each committee with authority to act on behalf of the governing body?	<input checked="" type="checkbox"/>	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses in Schedule O		<input checked="" type="checkbox"/>

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
10a	Did the organization have local chapters, branches, or affiliates?		<input checked="" type="checkbox"/>
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	<input checked="" type="checkbox"/>	
b	Describe in Schedule O the process, if any, used by the organization to review this Form 990.		
12a	Did the organization have a written conflict of interest policy? If "No," go to line 13		<input checked="" type="checkbox"/>
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?		
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done		
13	Did the organization have a written whistleblower policy?		<input checked="" type="checkbox"/>
14	Did the organization have a written document retention and destruction policy?	<input checked="" type="checkbox"/>	
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
a	The organization's CEO, Executive Director, or top management official	<input checked="" type="checkbox"/>	
b	Other officers or key employees of the organization If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).		<input checked="" type="checkbox"/>
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?		<input checked="" type="checkbox"/>
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?		

Section C. Disclosure

- 17 List the states with which a copy of this Form 990 is required to be filed **NM**
- 18 Section 6104 requires an organization to make its Forms 1023 (or 1024 if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
 Own website Another's website Upon request Other (explain in Schedule O)
- 19 Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
- 20 State the name, address, and telephone number of the person who possesses the organization's books and records: **Taxpayer**
Las Cruces **5535 Ledesma Drive** **NM 88032** **575-526-3491**

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1)										
(2)										
(3)										
(4)										
(5)										
(6)										
(7)										
(8)										
(9)										
(10)										
(11)										

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(12)										
(13)										
(14)										
(15)										
(16)										
(17)										
(18)										
(19)										
1b Sub-total										
c Total from continuation sheets to Part VII, Section A										
d Total (add lines 1b and 1c)										

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization **0**

	Yes	No
3 Did the organization list any former officer, director, or trustee, key employee, or highest compensated employee on line 1a? If "Yes," complete Schedule J for such individual		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? If "Yes," complete Schedule J for such individual		X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? If "Yes," complete Schedule J for such person		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization **0**

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

		(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514	
Contributions, Gifts, Grants and Other Similar Amounts	1a Federated campaigns	1a				
	b Membership dues	1b				
	c Fundraising events	1c				
	d Related organizations	1d				
	e Government grants (contributions)	1e	1,382,940			
	f All other contributions, gifts, grants, and similar amounts not included above	1f				
	g Noncash contributions included in lines 1a-1f: \$					
	h Total. Add lines 1a-1f		1,382,940			
Program Service Revenue	2a Charge for Services	Busn. Code	3,207,310	3,207,310		
	b Fines & Forfeits		302,881	302,881		
	c Miscellaneous		48,014	48,014		
	d Memberships		12,975	12,975		
	e					
	f All other program service revenue					
	g Total. Add lines 2a-2f		3,571,180			
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)		49,971	49,971		
	4 Income from investment of tax-exempt bond proceeds					
	5 Royalties					
	6a Gross rents	(i) Real				
		(ii) Personal				
	b Less: rental exps.					
	c Rental inc. or (loss)					
	d Net rental income or (loss)					
	7a Gross amount from sales of assets other than inventory	(i) Securities				
		(ii) Other				
	b Less: cost or other basis & sales exps.					
	c Gain or (loss)					
	d Net gain or (loss)					
	8a Gross income from fundraising events (not including \$ of contributions reported on line 1c). See Part IV, line 18	a				
b Less: direct expenses	b					
c Net income or (loss) from fundraising events						
9a Gross income from gaming activities. See Part IV, line 19	a					
b Less: direct expenses	b					
c Net income or (loss) from gaming activities						
10a Gross sales of inventory, less returns and allowances	a					
b Less: cost of goods sold	b					
c Net income or (loss) from sales of inventory						
Miscellaneous Revenue		Busn. Code				
11a						
b						
c						
d All other revenue						
e Total. Add lines 11a-11d						
12 Total revenue. See instructions		5,004,091	3,621,151	0	0	

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees				
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	666,944			
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)	54,689			
9 Other employee benefits	103,005			
10 Payroll taxes	51,021			
11 Fees for services (non-employees):				
a Management				
b Legal	215,148			
c Accounting	22,060			
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)	325,959			
12 Advertising and promotion	4,175			
13 Office expenses	118,063			
14 Information technology				
15 Royalties				
16 Occupancy	289,765			
17 Travel	13,944			
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest	126,464			
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	826,207			
23 Insurance	43,243			
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a Repairs & Maintenance	124,640			
b Supplies	104,785			
c Dues, Fees, Permits & Lic	89,321			
d Taxes	27,815			
e All other expenses	25,889			
25 Total functional expenses. Add lines 1 through 24e	3,233,137	0	0	0
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year	
Assets	1	Cash—non-interest bearing	5,000,847	1	5,822,461
	2	Savings and temporary cash investments		2	
	3	Pledges and grants receivable, net		3	
	4	Accounts receivable, net	440,724	4	306,330
	5	Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L		5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instructions). Complete Part II of Schedule L		6	
	7	Notes and loans receivable, net		7	
	8	Inventories for sale or use	145,536	8	213,961
	9	Prepaid expenses and deferred charges	9,045	9	6,174
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 30,190,431		
	b	Less: accumulated depreciation	10b 6,523,567	10c	23,666,864
	11	Investments—publicly traded securities	2,081,361	11	2,103,251
	12	Investments—other securities. See Part IV, line 11		12	
	13	Investments—program-related. See Part IV, line 11		13	
	14	Intangible assets		14	
	15	Other assets. See Part IV, line 11	31,329	15	54,689
16	Total assets. Add lines 1 through 15 (must equal line 34)	29,117,214	16	32,173,730	
Liabilities	17	Accounts payable and accrued expenses	235,370	17	196,668
	18	Grants payable		18	
	19	Deferred revenue		19	
	20	Tax-exempt bond liabilities		20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22	Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L		22	
	23	Secured mortgages and notes payable to unrelated third parties		23	
	24	Unsecured notes and loans payable to unrelated third parties		24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D	10,696,269	25	12,939,915
	26	Total liabilities. Add lines 17 through 25	10,931,639	26	13,136,583
	Net Assets or Fund Balances	Organizations that follow SFAS 117 (ASC 958), check here <input type="checkbox"/> and complete lines 27 through 29, and lines 33 and 34.			
27		Unrestricted net assets		27	
28		Temporarily restricted net assets		28	
29		Permanently restricted net assets		29	
Organizations that do not follow SFAS 117 (ASC 958), check here <input checked="" type="checkbox"/> and complete lines 30 through 34.					
30		Capital stock or trust principal, or current funds	12,050	30	12,050
31		Paid-in or capital surplus, or land, building, or equipment fund	3,222,685	31	3,222,685
32		Retained earnings, endowment, accumulated income, or other funds	14,950,840	32	15,802,412
33	Total net assets or fund balances	18,185,575	33	19,037,147	
34	Total liabilities and net assets/fund balances	29,117,214	34	32,173,730	

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	5,004,091
2	Total expenses (must equal Part IX, column (A), line 25)	2	3,233,137
3	Revenue less expenses. Subtract line 2 from line 1	3	1,770,954
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	18,185,575
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	-919,382
9	Other changes in net assets or fund balances (explain in Schedule O)	9	
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	19,037,147

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII

		Yes	No
1	Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.		
2a	Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
2b	Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
2c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.		
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?		
3b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits.		

SCHEDULE D (Form 990)

Department of the Treasury Internal Revenue Service

Supplemental Financial Statements

Complete if the organization answered "Yes" to Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b. Attach to Form 990.

Information about Schedule D (Form 990) and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047

2014

Open to Public Inspection

Name of the organization: Dona Ana Mutual Domestic Water Consumers Association; Employer identification number: 85-0243460

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.

Complete if the organization answered "Yes" to Form 990, Part IV, line 6.

Table with 2 columns: (a) Donor advised funds, (b) Funds and other accounts. Rows include total number at end of year, aggregate value of contributions, grants, and end of year, and questions about donor information and grant fund usage.

Part II Conservation Easements.

Complete if the organization answered "Yes" to Form 990, Part IV, line 7.

Form for Part II including questions about purpose of conservation easements, total number and acreage, monitoring policy, and expenses. Includes a table for 'Held at the End of the Tax Year' with rows 2a, 2b, 2c, 2d.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" to Form 990, Part IV, line 8.

Form for Part III including questions about reporting works of art, historical treasures, or other similar assets held for public exhibition, education, or research.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

- 3 Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply):
- a Public exhibition
 - b Scholarly research
 - c Preservation for future generations
 - d Loan or exchange programs
 - e Other
- 4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
- 5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? Yes No

Part IV Escrow and Custodial Arrangements.

Complete if the organization answered "Yes" to Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? Yes No
- b If "Yes," explain the arrangement in Part XIII and complete the following table:
- | | Amount |
|---------------------------------------|--------|
| c Beginning balance | 1c |
| d Additions during the year | 1d |
| e Distributions during the year | 1e |
| f Ending balance | 1f |
- 2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? Yes No
- b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided in Part XIII

Part V Endowment Funds.

Complete if the organization answered "Yes" to Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

- a Board designated or quasi-endowment ▶ %
 - b Permanent endowment ▶ %
 - c Temporarily restricted endowment ▶ %
- The percentages in lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

	Yes	No
(i) unrelated organizations	3a(i)	
(ii) related organizations	3a(ii)	
b If "Yes" to 3a(ii), are the related organizations listed as required on Schedule R?	3b	

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" to Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land		4,165,355		4,165,355
b Buildings		24,897,993	5,991,496	18,906,497
c Leasehold improvements				
d Equipment				
e Other				

Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.) ▶ **23,071,852**

Part VII Investments—Other Securities.

Complete if the organization answered "Yes" to Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely-held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

Part VIII Investments—Program Related.

Complete if the organization answered "Yes" to Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

Part IX Other Assets.

Complete if the organization answered "Yes" to Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.) ▶	

Part X Other Liabilities.

Complete if the organization answered "Yes" to Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value	
(1) Federal income taxes		
(2) Long Term Loans	12,268,871	
(3) Pension Liability	482,106	
(4) Deferred Inflows pension plan	188,938	
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶	12,939,915	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740). Check here if the text of the footnote has been provided in Part XIII

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.

Complete if the organization answered "Yes" to Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements		1	5,004,091
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:			
a	Net unrealized gains (losses) on investments	2a		
b	Donated services and use of facilities	2b		
c	Recoveries of prior year grants	2c		
d	Other (Describe in Part XIII.)	2d		
e	Add lines 2a through 2d		2e	
3	Subtract line 2e from line 1		3	5,004,091
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:			
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a		
b	Other (Describe in Part XIII.)	4b		
c	Add lines 4a and 4b		4c	
5	Total revenue. Add lines 3 and 4c. (This must equal Form 990, Part I, line 12.)		5	5,004,091

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered "Yes" to Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements		1	3,233,137
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:			
a	Donated services and use of facilities	2a		
b	Prior year adjustments	2b		
c	Other losses	2c		
d	Other (Describe in Part XIII.)	2d		
e	Add lines 2a through 2d		2e	
3	Subtract line 2e from line 1		3	3,233,137
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:			
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a		
b	Other (Describe in Part XIII.)	4b		
c	Add lines 4a and 4b		4c	
5	Total expenses. Add lines 3 and 4c. (This must equal Form 990, Part I, line 18.)		5	3,233,137

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

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SCHEDULE O
 (Form 990 or 990-EZ)

Supplemental Information to Form 990 or 990-EZ

OMB No. 1545-0047

 Complete to provide information for responses to specific questions on
 Form 990 or 990-EZ or to provide any additional information.

2014

 Open to Public
 Inspection

 Department of the Treasury
 Internal Revenue Service

▶ Attach to Form 990 or 990-EZ.

 ▶ Information about Schedule O (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.

Name of the organization

**Dona Ana Mutual Domestic Water
 Consumers Association**

Employer identification number

85-0243460
Form 990, Part III, Line 4d - All Other Accomplishment

Providing water and solid waste service to members

Form 990, Part VI, Line 6 - Classes of Members or Stockholders
Members
Form 990, Part VI, Line 11b - Organization's Process to Review Form 990

CEO and President will review the 990 before it is signed.

Form 990, Part VI, Line 15a - Compensation Process for Top Official

Board establishes the CEOs compensation package.

Form 990, Part VI, Line 19 - Governing Documents Disclosure Explanation

No documents available to the public

Form 990, Part IX, Line 11g - Other Fees for Services
Description
Program Service
Mgt & General
Fundraising
Engineering

\$ 105,984

\$ 0

\$ 0

IT Services

\$ 26,200

\$ 0

\$ 0

Financial Services

\$ 6,939

\$ 0

\$ 0

Other

Schedule O (Form 990 or 990-EZ) (2014)

Name of the organization

Employer identification number

Dona Ana Mutual Domestic Water

85-0243460

\$ 186,836

\$ 0

\$ 0

Federal Statements

Form 990. Part IX. Line 11g - Other Fees for Service (Non-employee)

Description	Total Expenses	Program Service	Management & General	Fund Raising
Engineering	\$ 105,984	\$ 105,984		
IT Services	26,200	26,200		
Financial Services	6,939	6,939		
Other	186,836	186,836		
Total	\$ 325,959	\$ 325,959	\$ 0	\$ 0

Form 990. Part IX. Line 24e - All Other Expenses

Description	Total Expenses	Program Service	Management & General	Fund Raising
Auto & Truck	\$ 25,889	\$ 25,889		
Total	\$ 25,889	\$ 25,889	\$ 0	\$ 0

Federal Statements

Form 990. Part IX, Line 11g - Other Fees for Service (Non-employee)

Description	Total Expenses	Program Service	Management & General	Fund Raising
Engineering	\$ 105,984	\$ 105,984	\$	\$
IT Services	26,200	26,200		
Financial Services	6,939	6,939		
Other	186,836	186,836		
Total	\$ 325,959	\$ 325,959	\$ 0	\$ 0

Form 990. Part IX, Line 24e - All Other Expenses

Description	Total Expenses	Program Service	Management & General	Fund Raising
Auto & Truck	\$ 25,889	\$ 25,889	\$	\$
Total	\$ 25,889	\$ 25,889	\$ 0	\$ 0