



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 October 13, 2015, 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 09-22-2015 Regular Meeting
2. Minutes of 09-24-2015 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. Administration Department
4. Customer Service Department
5. Operation Department
6. Project Department
7. Executive Director

New Business

None

Consent Agenda

None

Unfinished Business

8. Approval of Resolution 2015 – 20 Loan Documents for DW 3227

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
2. Litigation and Threatened Litigation
3. Limited Personnel Matters

Take action, if any on closed session items

Legal Update

9. Westmoreland case status
10. Moongate case status
11. 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, September 22, 2015, 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, Excused

Secretary/ Treasurer- Agnes Balizan, Excused

Board Member- Kay Trujillo, Present

Board Member- Kurt Anderson, Present

Others in Attendance:

Executive Director- Jennifer Horton, Present

Projects Manager- Abenicio Fernandez, Present

Administrative Assistant- Edward B. Salomon, Present

Approval of Agenda

Mr. Anderson moved to approve the agenda 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 3-0.

Minutes

Mr. Anderson moved to approve the Regular Board Meeting Minutes of September 8, 2015 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 3-0.

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. The Chair called for a vote on the motion; the motion carried by roll call vote 3-0.

Board President Report

Mr. Melton reports:

Mr. Melton reported that day to day operations at Doña Ana Mutual Domestic Water Consumers Association (MDWCA) have been reasonably quiet. Mr. Melton had nothing else to include in his report.

Executive Director

Mrs. Horton Reports:

1. The New Mexico Environment Department (NMED) and the New Mexico Board of Finance (BOF) has approved transfer of title to the Doña Ana Wastewater Collection System from the County to the Association, leaving approval by the US Department of Agriculture as the only one still lacking. Indications are that might not occur for as at least six months.

2. Closing date for the \$2,750,000 Drinking Water State Revolving loan has been set of November 20, 2015 for the Fairview waterlines and a portion of the water tanks in Picacho Hills.

3. We will be closing on an additional \$3,000,000 around November 30, 2015 for the remaining funding of the Picacho Hills water tanks and distribution lines.

4. The low bid which was submitted for the Supervisory Control and Data Acquisition (SCADA) implementation project exceeded the estimate by \$186,000, necessitating either a reduction in the scope of the project or utilization of reserve funds for the excess. {The Board favored the latter course of action and the Executive Director was directed by the Board of Directors to prepare a budget amendment for action at a future meeting.}

5. Linda Morina, Customer Service Representative III, has resigned effective September 19, 2015 due to on-going health issues. Search for a replacement is ongoing.

6. The Board of Directors was reminded of the Special Meeting of the Board of Directors on September 24, 2015 for the purpose of awarding the SCADA implementation project Contract, for which bids close on September 21, 2015.

7. The Executive Director and several members of the staff will be in travel status to Chicago from September 25, 2015 thru October 1, 2015 attending the conference will be Abenicio Fernandez, Orlando Parra, and Raymond Parson.

8. Plans were finalized for Mr. Melton and Mrs. Trujillo to attend the WaterPRO Conference in Oklahoma City September 27, 2015 thru October 1, 2015.

Unfinished Business

Mr. Anderson moved to approve Contract Package 6324372 for Fairview II Water System Improvement Project 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 3-0.

Mr. Anderson moved to approve Contract Package 6324322 for the 2015 Force Main Wastewater Improvement Project 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 3-0.

Mr. Anderson moved to approve Contract Package 6324350 for District 5 PRVs Water System Improvement Project 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 3-0.

Open Discussion

Mr. Anderson inquired concerning progress of the rate study currently underway and

Mrs. Horton reported that requests for data are still being received and input provided to the contractor. The hope is for completion within 60 days.

Mr. Anderson also initiated a discussion concerning reserve funds and the financial status of the Association.

Adjournment

Mr. Anderson moved to adjourn at 9:41 A.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 3-0.

Secretary/ Treasurer
Mrs. Agnes Balizan

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, September 24, 2015, convened at 3:01 P.M. at 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 3:01 P.M. and called roll:

Vice President- Jamie Stull, Excused
Secretary/ Treasurer- Agnes Balizan, Present
Board Member- Kay Trujillo, Present
Board Member- Kurt Anderson, Present

Others in Attendance:

Executive Director- Jennifer Horton, Present
Project Manager- Abenicio Fernandez, Present @ 3:13 P.M.
Administrative Assistant, Edward B. Salomón, Present

Approval of Agenda

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

Customer Issues & Public Input

Mr. Anderson who lives on Barcelona Ridge and has requested e-billing reported that he and his wife have not received a bill for two months and they were notified of interruption of service for non-payment. He stated that they have been unsuccessful in logging on to the on-line portal to determine the status of their account; they have attempted telephonic contact to no avail due to excessive hold times, etc. Mrs. Horton was able to investigate the situation and resolved the issue for the Association Member.

Mrs. Armendariz, who is a tenant of Mr. Whitley, reported that her service had been interrupted for non-payment of the account. Investigation of the issues resulted in Mr. Whitley bringing the account current and satisfaction of all parties involved.

Unfinished Business

Mr. Anderson moved to approve Notice of award for the SCADA Implementation Project and the motion was seconded by Mrs. Trujillo. The Chair called for discussion and the motion was amended for award to the lowest bidder (who was not in total compliance with funding agency guidelines) with the proviso that should the lowest bidder be disqualified by the funding agency, the contract would be awarded to the second lowest bidder. The Chair called for a vote on the amended motion which passed by roll call vote 4-0.

Mr. Anderson moved to approve Resolution 2015-18 Amended 2015-2016 Budget; the motion was seconded by Mrs. Trujillo. The Chair called for discussion. The Chair called for a vote on the motion; the motion was carried by roll call vote 4-0.

Mr. Anderson moved to approve Resolution 2015-19 Matching Funds for CIF-3349; the motion was seconded by Mrs. Balizan. The Chair called for discussion. The Chair called for a vote on the motion; the motion was carried by roll call vote 4-0.

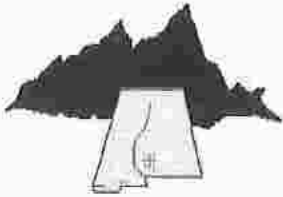
Adjournment

Mr. Anderson moved to adjourn at 4:00 P.M.; the motion was seconded by Mrs. Trujillo. The Chair called for a vote on the motion; the motion was carried by roll call vote 4-0.

Secretary/Treasurer
Mrs. Agnes Balizan

Date

DRAFT



DAMDWCA Administration Department Report

October 13, 2015

I. Expenditures

1. Expenditure Report from 09/05/2015 to 10/05/2015. (Attached)

II. Accounts Receivables

1. Dona Ana County billing is \$921.00 for Three-Hundred and Seven(307) Waste Water Users; they currently owe this amount for September 2015. We are still working diligently with DAC to fine tune a report to them that they can work of off and are comfortable using.

III. Current Open Positions

1. Currently Operations has (2) vacancies for Water and/or Waster Water Operator and Customer Service Level III. Mrs. Horton can answer any questions on these open positions.
2. A current listing of open positions can be obtained on the DAMDWCA website www.dawater.org. In addition to the listing are the job descriptions and job requirements for all vacant positions.



Dona Ana MDWCA

Check Report

By Check Number

Date Range: 09/05/2015 - 10/05/2015

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
1070	Dickason Personnel	09/09/2015	EFT	0.00	922.14	295
1070	Dickason Personnel	09/24/2015	EFT	0.00	864.51	296
1003	Fernandez, Abenicio	09/24/2015	EFT	0.00	280.16	297
1167	New Mexico OneCall	09/24/2015	EFT	0.00	647.14	298
1155	Peters Law Firm, LLC.	09/24/2015	EFT	0.00	12,213.11	299
1198	Rio Grande Pump & Supply Company	09/24/2015	EFT	0.00	2,169.66	300
1359	AFTER HOURS CLEANING SERVICE	09/09/2015	Regular	0.00	539.89	21147
1015	Airgas- Southwest	09/09/2015	Regular	0.00	303.07	21148
1008	American Document Services	09/09/2015	Regular	0.00	76.43	21149
1018	Argyle Welding Supply	09/09/2015	Regular	0.00	27.51	21150
1104	FedEx	09/09/2015	Regular	0.00	64.39	21151
1379	FLEETMATICS USA LLC	09/09/2015	Regular	0.00	599.21	21152
1121	Gilbert Morales	09/09/2015	Regular	0.00	3,059.54	21153
1220	JOHNSTON'S TRUE VALUE HARDWARE	09/09/2015	Regular	0.00	98.17	21154
216533	LIJNA, JORGE	09/09/2015	Regular	0.00	77.68	21155
1216	MEGAHURTZ COMPUTER CONSULTING, INC.	09/09/2015	Regular	0.00	53.78	21156
1173	New Mexico Finance Authority	09/09/2015	Regular	0.00	1,164.30	21157
1242	NM Health Connections	09/09/2015	Regular	0.00	8,711.66	21158
1185	Pitney Bowes Global Financial Services LLC	09/09/2015	Regular	0.00	431.75	21159
1191	Procon Tool and Equipment	09/09/2015	Regular	0.00	185.00	21160
1196	Red Wing Shoes of Las Cruces	09/09/2015	Regular	0.00	1,500.00	21161
1201	RTD Hardware	09/09/2015	Regular	0.00	9.89	21162
1206	Sierra Irrigation	09/09/2015	Regular	0.00	13.80	21163
1060	Stadjuhar	09/09/2015	Regular	0.00	238.29	21164
1093	Wagner Rental	09/09/2015	Regular	0.00	523.00	21165
6	Water Technology Associates	09/09/2015	Regular	0.00	199.30	21166
1169	New Mexico Environment Department	09/09/2015	Regular	0.00	100.00	21167
1169	New Mexico Environment Department	09/09/2015	Regular	0.00	-100.00	21167
1012	Balisan, Agnes	09/24/2015	Regular	0.00	95.00	21170
1477	CW DIVERS/ CWD SERVICES	09/24/2015	Regular	0.00	4,095.56	21171
1477	CW DIVERS/ CWD SERVICES	09/24/2015	Regular	0.00	-4,095.56	21171
1055	Dona Ana County	09/24/2015	Regular	0.00	100.00	21172
1055	Dona Ana County	09/24/2015	Regular	0.00	866.00	21173
1055	Dona Ana County	09/24/2015	Regular	0.00	50.00	21174
1086	DPC Industries, Inc.	09/24/2015	Regular	0.00	494.19	21175
1405	DR. KURT ANDERSON	09/24/2015	Regular	0.00	190.00	21176
1104	FedEx	09/24/2015	Regular	0.00	675.69	21177
1138	Horton, Jennifer	09/24/2015	Regular	0.00	54.95	21178
1137	Melton, James	09/24/2015	Regular	0.00	190.00	21179
1469	RICOH	09/24/2015	Regular	0.00	588.06	21180
1052	Souder, Miller, & Associates	09/24/2015	Regular	0.00	8,735.62	21181
1343	STULL, JAMIE	09/24/2015	Regular	0.00	95.00	21182
1144	Trujillo, Kay	09/24/2015	Regular	0.00	190.00	21183
1258	U-HAUL	09/24/2015	Regular	0.00	1,042.03	21184
1105	Water Technology Associates	09/24/2015	Regular	0.00	32.43	21185
1135	Internal Revenue Service	09/30/2015	Bank Draft	0.00	-2.12	DFT0298FY16
1135	Internal Revenue Service	09/30/2015	Bank Draft	0.00	-19.96	DFT0346FY16
1051	New Mexico Child Support Enforcement Division	09/07/2015	Bank Draft	0.00	184.62	DFT0364FY16
1184	Public Employees Retirement Association	09/07/2015	Bank Draft	0.00	5,195.82	DFT0365FY16
1135	Internal Revenue Service	09/07/2015	Bank Draft	0.00	2,132.19	DFT0366FY16
1135	Internal Revenue Service	09/07/2015	Bank Draft	0.00	106.41	DFT0367FY16
1135	Internal Revenue Service	09/07/2015	Bank Draft	0.00	759.32	DFT0368FY16
1135	Internal Revenue Service	09/07/2015	Bank Draft	0.00	3,246.72	DFT0369FY16
1243	Delta Dental of New Mexico	09/05/2015	Bank Draft	0.00	-9,012,015.00	DFT0375FY16

Check Report

Date Range: 09/05/2015 - 10/05/2015

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1243	Delta Dental of New Mexico	09/05/2015	Bank Draft	0.00	9,012,015.00	DFT0375FY16
1168	New Mexico State Tax & Revenue	09/09/2015	Bank Draft	0.00	593.16	DFT0376FY16
1168	New Mexico State Tax & Revenue	09/09/2015	Bank Draft	0.00	10.51	DFT0377FY16
1168	New Mexico State Tax & Revenue	09/09/2015	Bank Draft	0.00	11.88	DFT0378FY16
1168	New Mexico State Tax & Revenue	09/09/2015	Bank Draft	0.00	9.80	DFT0379FY16
1168	New Mexico State Tax & Revenue	09/09/2015	Bank Draft	0.00	1.80	DFT0380FY16
1168	New Mexico State Tax & Revenue	09/09/2015	Bank Draft	0.00	17.24	DFT0381FY16
1168	New Mexico State Tax & Revenue	09/09/2015	Bank Draft	0.00	2.69	DFT0382FY16
1168	New Mexico State Tax & Revenue	09/09/2015	Bank Draft	0.00	6.76	DFT0383FY16
1168	New Mexico State Tax & Revenue	09/09/2015	Bank Draft	0.00	5.44	DFT0384FY16
1168	New Mexico State Tax & Revenue	09/09/2015	Bank Draft	0.00	25.80	DFT0385FY16
1168	New Mexico State Tax & Revenue	09/09/2015	Bank Draft	0.00	7.73	DFT0386FY16
1168	New Mexico State Tax & Revenue	09/09/2015	Bank Draft	0.00	4.63	DFT0387FY16
1168	New Mexico State Tax & Revenue	09/09/2015	Bank Draft	0.00	4.88	DFT0388FY16
1168	New Mexico State Tax & Revenue	09/09/2015	Bank Draft	0.00	4.59	DFT0389FY16
1168	New Mexico State Tax & Revenue	09/09/2015	Bank Draft	0.00	1.37	DFT0390FY16
1168	New Mexico State Tax & Revenue	09/09/2015	Bank Draft	0.00	8.95	DFT0391FY16
1168	New Mexico State Tax & Revenue	09/09/2015	Bank Draft	0.00	4.97	DFT0392FY16
1168	New Mexico State Tax & Revenue	09/09/2015	Bank Draft	0.00	7.19	DFT0393FY16
1168	New Mexico State Tax & Revenue	09/09/2015	Bank Draft	0.00	14.72	DFT0394FY16
1168	New Mexico State Tax & Revenue	09/17/2015	Bank Draft	0.00	1,147.89	DFT0403FY16
1168	New Mexico State Tax & Revenue	09/17/2015	Bank Draft	0.00	348.52	DFT0404FY16
1168	New Mexico State Tax & Revenue	09/17/2015	Bank Draft	0.00	15.36	DFT0405FY16
1168	New Mexico State Tax & Revenue	09/17/2015	Bank Draft	0.00	122.07	DFT0406FY16
1046	Comcast	09/26/2015	Bank Draft	0.00	211.54	DFT0407FY16
1109	Zia Natural Gas Company	09/21/2015	Bank Draft	0.00	25.46	DFT0408FY16
1109	Zia Natural Gas Company	09/21/2015	Bank Draft	0.00	16.25	DFT0409FY16
1095	El Paso Electric	09/15/2015	Bank Draft	0.00	3,245.78	DFT0410FY16
1095	El Paso Electric	09/15/2015	Bank Draft	0.00	429.29	DFT0411FY16
1095	El Paso Electric	09/15/2015	Bank Draft	0.00	22.95	DFT0412FY16
1095	El Paso Electric	09/15/2015	Bank Draft	0.00	1,783.95	DFT0413FY16
1095	El Paso Electric	09/15/2015	Bank Draft	0.00	54.46	DFT0414FY16
1095	El Paso Electric	09/15/2015	Bank Draft	0.00	15.69	DFT0415FY16
1095	El Paso Electric	09/15/2015	Bank Draft	0.00	226.22	DFT0416FY16
1095	El Paso Electric	09/15/2015	Bank Draft	0.00	15.69	DFT0417FY16
1095	El Paso Electric	09/15/2015	Bank Draft	0.00	313.29	DFT0418FY16
1095	El Paso Electric	09/15/2015	Bank Draft	0.00	159.09	DFT0419FY16
1095	El Paso Electric	09/16/2015	Bank Draft	0.00	110.68	DFT0420FY16
1095	El Paso Electric	09/11/2015	Bank Draft	0.00	1,304.25	DFT0421FY16
1095	El Paso Electric	09/11/2015	Bank Draft	0.00	3,948.67	DFT0422FY16
1095	El Paso Electric	09/11/2015	Bank Draft	0.00	9.53	DFT0423FY16
1095	El Paso Electric	09/11/2015	Bank Draft	0.00	2,445.44	DFT0424FY16
1095	El Paso Electric	09/10/2015	Bank Draft	0.00	246.25	DFT0425FY16
1095	El Paso Electric	09/10/2015	Bank Draft	0.00	3,411.41	DFT0426FY16
1095	El Paso Electric	09/10/2015	Bank Draft	0.00	2,570.22	DFT0427FY16
1095	El Paso Electric	09/10/2015	Bank Draft	0.00	16.70	DFT0428FY16
1095	El Paso Electric	09/10/2015	Bank Draft	0.00	318.45	DFT0429FY16
1095	El Paso Electric	09/10/2015	Bank Draft	0.00	934.35	DFT0430FY16
1095	El Paso Electric	09/10/2015	Bank Draft	0.00	295.67	DFT0431FY16
1095	El Paso Electric	09/10/2015	Bank Draft	0.00	247.29	DFT0432FY16
1095	El Paso Electric	09/10/2015	Bank Draft	0.00	1,250.51	DFT0433FY16
1095	El Paso Electric	09/09/2015	Bank Draft	0.00	180.38	DFT0434FY16
1051	New Mexico Child Support Enforcement Division	09/21/2015	Bank Draft	0.00	184.62	DFT0436FY16
1184	Public Employees Retirement Association	09/21/2015	Bank Draft	0.00	4,891.12	DFT0437FY16
1135	Internal Revenue Service	09/21/2015	Bank Draft	0.00	2,220.84	DFT0438FY16
1135	Internal Revenue Service	09/21/2015	Bank Draft	0.00	108.71	DFT0439FY16
1135	Internal Revenue Service	09/21/2015	Bank Draft	0.00	769.66	DFT0440FY16
1135	Internal Revenue Service	09/21/2015	Bank Draft	0.00	3,291.00	DFT0441FY16
1168	New Mexico State Tax & Revenue	09/22/2015	Bank Draft	0.00	621.47	DFT0442FY16
1051	New Mexico Child Support Enforcement Division	10/05/2015	Bank Draft	0.00	184.62	DFT0444FY16
1184	Public Employees Retirement Association	10/05/2015	Bank Draft	0.00	4,692.82	DFT0445FY16

Check Report

Date Range: 09/05/2015 - 10/05/2015

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1135	Internal Revenue Service	10/05/2015	Bank Draft	0.00	2,227.55	DFT0446FY16
1135	Internal Revenue Service	10/05/2015	Bank Draft	0.00	751.68	DFT0448FY16
35	Internal Revenue Service	10/05/2015	Bank Draft	0.00	3,214.00	DFT0449FY16

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	57	37	0.00	35,470.99
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	-4,195.56
Bank Drafts	72	73	0.00	60,948.50
EFT's	8	6	0.00	17,096.72
	137	118	0.00	109,320.65

Check Report

Date Range: 09/05/2015 - 10/05/2015

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Grant Bank; Grant Bank Account						
1055	Dona Ana County	09/09/2015	Regular	0.00	2,287.75	20234
1055	Dona Ana County	09/09/2015	Regular	0.00	-2,287.75	20234
1055	Dona Ana County	09/09/2015	Regular	0.00	1,641.50	20235
1055	Dona Ana County	09/09/2015	Regular	0.00	646.25	20236
1052	Souder, Miller, & Associates	09/16/2015	Regular	0.00	3,115.61	20237
1052	Souder, Miller, & Associates	09/16/2015	Regular	0.00	3,762.78	20238
1052	Souder, Miller, & Associates	09/16/2015	Regular	0.00	9,328.96	20239
1052	Souder, Miller, & Associates	09/16/2015	Regular	0.00	7,786.80	20240
1052	Souder, Miller, & Associates	09/16/2015	Regular	0.00	328.46	20241

Bank Code Grant Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	9	8	0.00	28,898.11
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-2,287.75
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	9	9	0.00	26,610.36

Check Report

Date Range: 09/05/2015 - 10/05/2015

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Restricted Funds-Restricted Funds						
1052	Souder, Miller, & Associates	09/16/2015	Regular	0.00	43,670.84	20557
52	Souder, Miller, & Associates	09/16/2015	Regular	0.00	1,371.51	20558
J2	Souder, Miller, & Associates	09/16/2015	Regular	0.00	292.44	20559
1227	Cross Town Construction	09/24/2015	Regular	0.00	18,413.13	20560

Bank Code Restricted Funds Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	4	4	0.00	63,747.92
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	4	4	0.00	63,747.92

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	8	8	0.00	69,657.40
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	8	8	0.00	69,657.40

Fund Summary

Fund	Name	Period	Amount
100	General Operating Fund	9/2015	124,860.34
100	General Operating Fund	10/2015	11,070.67
900	Restricted Reserve Fund	9/2015	63,747.92
			199,678.93



DAMDWCA Customer Service Department

Report

13 October 2015

I. Billing:

1. Billings was submitted to Go Direct on September 30, 2015 and were mailed out by on October 2, 2015. As we had been receiving multiple calls from customers not receiving there e-Billing statements I contact Tyler Technologies and ask them to walk me through the process to confirm that I was not omitting any steps in emailing the statements. During the process we received multiple errors in which the representative stated they would need to notify both the networking team and the programmers. This issue was corrected and e-bills were sent out on September 30, 2015.

II. Penalties:

1. Penalties for September totaled: \$13,528.02. Please be aware that some of these penalties have been adjusted off the accounts due to the e-billing issues that arose over the last 2 months.
2. Penalties will be processed on Thursday October 15, 2015.

III. Disconnects:

1. On September 24, 2015 we disconnected accounts for non-payment. A total of 107 accounts up for disconnection. A total of 64 were disconnected.

Dona Ana: 33

Ft. Selden: 14

Picacho Hills: 15

Fairview: 1

Previously Locked: 2

Paid prior to disconnection: 12

Removed due to billing issues: 30

2. Total Reconnections for September 2015: 60
3. Disconnects are scheduled for October 21, 2015.

IV. Membership Certificates: We have 27 membership certificates and water user's agreements ready for signatures.

V. Document Scanning: Molly Crawford our temp from Dickason is quickly getting the scanning project

Operations Manager's Report

October 6, 2015

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 September 2015

Doña Ana MDWCA System:

- 42,048,368 gallons of water pumped for the month of September and reported to the New Mexico Office of the State Engineer. (see attached sheet)
- Water Conservation Fee in the amount of \$1,261.45 was submitted for the month of September.
- 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.
- Dona Ana water meters were read on 9/16/15 – Re-reads also completed.
- There were 7 new water services installed within the Doña Ana MDWCA System.
- There are 4,116 water service connections within this system.
- Vehicle and Equipment maintenance were conducted throughout the month.
- On-going maintenance at all Shops, Yards, Wells, Well houses, Storage Tanks and Booster Stations.
- Weed control in D.A. (Wells, hydrants, tank sites).
- 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 off and ready if needed.
- Static and Drawdowns taken at all wells.
- Valve exercise program pending in Dona Ana system.
- Replaced corp. stop at 123 Romero Dr., compacted ground and patched pavement.
- Repaired 2 inch main on Wendy Lane.
- A leak was reported on DA School Rd. DA Rd., which was repaired by Burn Construction under warranty.

Doña Ana MDWCA @ Ft. Selden System:

- 4,292,296 gallons of water pumped for the month of September and submitted to the New Mexico Office of the State Engineer. (see attached sheets)
- Water Conservation Fee in the amount of \$128.77 was submitted for the month of September.
- 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 9/15/15.
- All re-reads completed.
- No new water services were installed within the Ft. Selden Water System.
- There are 401 water service connections within this system.
- On-going maintenance at all Shops, Yards, Wells, Well houses, Storage Tanks and Booster Stations.
- Inspections were conducted at Well and Tank sites. (weed control)
- Static and Drawdown levels recorded at both wells.
- Wells #9 and #10 are cycling and on line.
- Repaired 2 inch main on Sharon Q which was hit by Zia Gas Co.
- Divers cleaned and inspected both the Indian and Soldier Storage Tanks and removed sediment.

Operations Manager's Report

October 6, 2015

Doña Ana MDWCA @ Picacho Hills System:

- 10,961,123 gallons of water pumped for the month of September and submitted to the New Mexico Office of the State Engineer. (see attached sheets)
- Water Conservation Fee in the amount of \$328.83 was submitted for the month of September.
- 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 9/15/15.
- All re-reads completed
- There was 1 new service installed in Picacho Hills.
- There are 916 water service connections within this system.
- Repaired 4 service leaks/angle valves.
- Inspections were conducted at Well and Tank sites. (Weed Control)
- On-going maintenance at all Shops, Yards, Wells, Well houses, Storage Tanks and Booster Stations.
- Cleaned structures at Wastewater Treatment Plant, Air Booster shipped off to be repaired, removal of excess mounds of dirt and weeds in plant.
- New hours meters for P.H. Wastewater Plant have been looked at and ordered for replacement.
- Researched and ordered, six much needed, Glycerin filled Pressure Gauges in the Wastewater Operations.
- Crew continues to vacuum out valve boxes for valve exercise program and GPS in the Picacho Hills area.
- Johnny's Septic Haulers pumped out and transported 48,000 gallons of sludge and disposed of at Dona Ana County Facility.
- Valve exercising and G.P.S. mapping is on-going. 193 valves have been exercised and way points collected.
- Installed solenoid on control valve at Well 16A and it is currently in service.
- 7 fire hydrant flow and pressure tests have been conducted at different locations within Picacho Hills area per request Souder Miller.
- Second set of U.C.M.R. samples were collected and shipped to lab.
- Electrician repaired V.F.D at Anthem Booster Station. (Fault)
- Replaced two effluent 4 inch valves at Wastewater Plant.
- Cleaned and painted pipe at Coronado Ridge Booster Station and Well 16A as well.

Doña Ana MDWCA @ Fairview Water System:

- 498,900 gallons were pumped for the month of September and submitted to the New Mexico Office of the State Engineer. (see attached sheets)
- Water Conservation Fee in the amount of \$14.97 was submitted for the month of September.
- 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 9/15/15.
- There was no new water service installed within the Fairview Estates Water System.
- There are 53 water service connections within this system.
- On-going maintenance at all Shops, Yards, Wells, Well houses, Storage Tanks and Booster Stations.
- Inspections were conducted at Wells and Pressure Tank site. (Weed control.)
- Wells #1 and #2 are currently set to operate on auto-cycle.
- Repaired 2 inch main break on Northview Road. (Saturday)

Respectfully Submitted,
Orlando Parra
Operations Manager

Doña Ana MDWCA Monthly Water Production

Month of: July 2015

October 1, 2015

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.	2,253,110	0	46,993,159	53,288,100	106,290,970	5,846,970
Roll Over Reading in Gals.	0	0	0	0	0	0.00
Current Reading in Gals.	9,132,190	0	60,627,357	53,288,100	127,826,060	5,846,970
LRG Sub Total Gals.	6,879,080	0	13,634,198	0	21,535,090	0.00
Total Gallons Produced by Doña Ana MDWCA/ LRG 1905 thru 1905 S-5					42,048,368	
Water Conservation Fee / LRG 1905 thru 1905 S-5					\$1,261.45	

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.	20,858,574	61,162,424	97,927
Current Reading in Gals.	22,521,808	63,791,486	97,927
LRG Subtotal Gallons	1,663,234	2,629,062	0
Total Gallons Produced by Doña Ana MDWCA/ LRG 80 S-2, 80 S-4, and 80-POD6			4,292,296
Water Conservation Fee / LRG 80 S-2, 80 S-4, and 80-POD6			\$128.77

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	93,348,000	92,801,832
Roll Over Reading in Gals.		99,999,999	
Current Reading in Gals.	0	4,309,060	92,801,896
LRG Sub Total Gallons	0	10,961,059	64
Total Gallons Produced by Doña Ana MDWCA / LRG 4250 thru 4250-S-2			10,961,123
Water Conservation Fee / LRG 4250 thru 4250-S-2			\$328.83

Doña Ana MDWCA, Water Usage per Well / Fairview

Doña Ana MDWCA @ Fairview	Well #1	Well #2	Well #3
Prev. Month Reading in Gals.	12,036,200	8,329,090	0
Current Reading in Gals.	12,535,100	8,329,090	0
Usage Sub Total	498,900	0	0
Total Gallons Produced by Doña Ana MDWCA / Fairview			498,900
Water Conservation Fee / Fairview			\$14.97

DOÑA ANA WATER SYSTEMS PUMPING DATA

October 1, 2015

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				331,820,003	1,018,318
2016													0	0.000
2017													0	0.000
2018													0	0.000
2019													0	0.000

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	376	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				34,668,009	106,392
2016													0	0.000
2017													0	0.000
2018													0	0.000
2019													0	0.000

DOÑA ANA WATER SYSTEMS PUMPING DATA

Doña Ana MDWCA at Picacho Hills Pumping Data 2012-2019

LRG-4250, 4250-S, 4250-S-2

Year	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	Yrly. Gal. Total	Acre Feet
2012	0	0	7,440,588	0	0	56,566,452	0	0	44,082,976	0	0	28,084,696	136,174,672	417.905
2013		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				89,352,487	274.213
2016													0	0.000
2017													0	0.000
2018													0	0.000
2019													0	0.000

Doña Ana MDWCA at Fairview Pumping Data 2012-2019

LRG-15880 POD 1, LRG-15880 POD 2

Year	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	Yrly. Gal. Total	Acre Feet
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				4,647,960	14.264
2016													0	0.000
2017													0	0.000
2018													0	0.000
2019													0	0.000

Doña Ana MDWCA Static & Drawdown Data

10/9/2015

LRG-1905

Doña Ana MDWCA @ Doña Ana

Name	POD Nbr	Make	Serial Number	Original Static Level	Last Month's Level	Static	Current Static Level	Current Draw Down
Doña Ana MDWCA @ Doña Ana	LRG-1905-S (Well #2A)	ARB	01W019232	56.6'	72'		70'	119'
Doña Ana MDWCA @ Doña Ana	LRG-1905-S-4 (Well #5)	SIEMENS	7ME658394201U390	16'	32'		30'	120'
Doña Ana MDWCA @ Doña Ana	LRG-1905-S-5 (Well #6)	NEPTUNE	5119300	N/A	36'		36'	OFF
Doña Ana MDWCA @ Doña Ana	LRG-1905 (Well #7)	SIEMENS	7ME658394201U481	31'	39'		35'	146'
Doña Ana MDWCA @ Doña Ana	LRG-1905-S-3 (Well #8)	SIEMENS	34788	141'	150'		148'	OFF

LRG-80

Doña Ana MDWCA @ Ft. Selden

Name	POD Nbr	Make	Serial Number	Original Static Level	Last Month's Level	Static	Current Static Level	Current Draw Down
Doña Ana MDWCA @ Ft. Selden	LRG-80-S-4 (Well #9)	MAG-5000	7ME6911-1AA10-1AA0	20'	32'		24'	42'
Doña Ana MDWCA @ Ft. Selden	LRG-80-S-2 (Well #10)	MAG-5000	7ME6910-1AA10-1AA0	N/A	30'		23'	40'
Doña Ana MDWCA @ Ft. Selden	LRG-80-POD6 (WELL #11)	MCCROMETER	MX060163	13'	OFF		OFF	OFF

LRG-4250

Doña Ana MDWCA @ Picacho Hills

Name	POD Nbr	Make	Serial Number	Original Static Level	Last Month's Level	Static	Current Static Level	Current Draw Down
Doña Ana MDWCA @ Picacho Hills	LRG-4250-S (Well #7)	BADGER	0605-482/33655-129	N/A	144'		147'	194'
Doña Ana MDWCA @ Picacho Hills	LRG-4250 (Well #14)	MACROMETER	99-7069-6	N/A	N/A		N/A	N/A
Doña Ana MDWCA @ Picacho Hills	LRG-4250-S-2 (WELL #16A)	BADGER	0605-479/33656-499	N/A	144'		146'	OFF

PROJECT MANAGERS REPORT 10/9/2015

PICACHO HILLS PROJECTS

TANK @ PICACHO HILLS

- SMA has received final approval from New Mexico Environmental Department Drinking Water Bureau (NMED DWB). Souder Miller & Associates (SMA) submitted the design for final approval from New Mexico Environmental Department Construction Programs Bureau (NMED-CPB) and is awaiting comments. A permit application was also delivered to Doña Ana County (DAC), but SMA has not received comments.

DISTRICT 5 WATER PRV PROJECT

- SMA will send a survey crew to Picacho Hills to start the data collection phase. Plan sheets have been set up to start the design process.

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

- SMA submitted the Doña Ana County Special Use Permit application. We are awaiting approval or comments back from DAC.

DISTRICT 5 WASTEWATER PER

- SMA is currently working on addressing comments from Steve Deal and modifying the Secondary Treatment alternative to include added costs for the addition of Supervisory Control and Data Acquisition (SCADA) integration.

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. SMA is revising the Wastewater Preliminary Engineering Report (PER) to incorporate comments from NMED and will send the revised PER to DAMDWCA for review in mid-October.

DISTRICT 5 HEADWORKS

- The Notice of Award (NOA) was sent to Morrow Enterprises Inc. (Contractor). SMA is currently waiting on bonds, insurances and schedule from the contractor. The Vulcan screen manufacturer is currently working on the submittals.

District 5 BUILDING

- Construction commenced April 6, 2015. A substantial completion walk-through meeting was conducted on September 23, 2015. DJM construction is currently working on completing punch list items. The gutters were installed October 6, 2015. The Contractor is now waiting for the new countertops to come in, so they can finish the rest of the punch list items. A correction notice was left for DJM Construction on October 6, 2015, meaning that the final occupancy inspection was not approved. The reason stated by the DAC inspector was missing emergency signage and

lighting. SMA is currently working with FMS (the electrical engineer for this project) to get this issue sorted out. FMS informed SMA that signs were not included in the plans because they are not required by code based on the size and occupancy of this 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 plans have been approved by all review agencies. The project is scheduled to be advertised for bidding by the end of next week October 16th and will open for bid in the middle of November.

Fairview Water II

- This project is the second phase of the Fairview Project. The Project will consist of connecting Fairview to Picacho Hills. SMA is scheduling their surveying crews to start collecting data for the design phase of the project.

DONA ANA PROJECTS

South East Collection

- DAMDWCA received \$317,611 in CIF funding to complete an initial phase of the project. DAMDWCA submitted a list of "Readiness to Proceed" items in September to secure the funding. SMA submitted the plans, contract documents and technical specifications for the entire project to Doña Ana MDWCA on August 10, 2015.

SW Transmission Ph II, Armstrong Ph II, Elks IV

- Still pending legal matters

Railroad Crossings

- The design plans were submitted to NMED-CPB for review and approval on September 17, 2015. SMA has not received any comments back.

RADIUM SPRINGS

Radium Springs PER

- SMA received review comments from United States Development of Agriculture Rural Development (USDA RD). SMA has address comments and return the revised PER to Doña Ana MDWCA and USDA RD.

MISCELLANIOUS PROJECTS

SCADA Implementation Project

- This project bid on September 21, 2015. The low bidder, C&E Industrial Services, was not approved because they failed to solicit Minority/Women's/Small Business in Rural Area (MBE/WBE/SBRA) subcontractors. A notice of award was given to the second low bidder, DJM Construction, Inc., on October 5, 2015. The contractor is currently working to obtain performance and payment bonds.

GIS Mapping

- The staff continues to clean the valves with the Ditch-Witch and take GIS points in the Picacho Hills area. As of last week the staff has recorded approximately 200 valve points.

TANK CLEANING AND BLAST/RECOATING

- CW divers came on September 8, 2015 and cleaned the Indian and Solider tank in Radium Springs. CW divers have provided DAMDWCA a report on the Indian and Soldier Tank that is attached.
- The Indian tank had nine repairs that were made to the floor. There was very little corrosion in the tank. CW divers recommend that we clean and inspect every 2-3 years.
- The Soldier tank was in good condition. It had light surface corrosion spots in some areas and the roof hatch manway needs a flat gasket to prevent the flying ants from getting in. CW divers recommend that we clean and inspect every 3-4 years.

Underwater Inspections
Welding & Burning
Specializing in Water
Tank Inspections

CW Divers

903 N. Watson • Farmington, NM 87401

Phone: (505) 327-2830

Cathodic Protection
Member AWWA
NACE Level III
Inspector #763

WATER TANK INSPECTION REPORT

Town, City, Agency: Dona Ana Mutual Domestic Consumers Assoc.

Date: 9/8/2015

Tank#: Soldier Tank Tank Capacity: 114K Dia.: 18' High: 60'

Current Water Level: 50' Tank Location: Off exit 19

Elevated Tank: Ground Level Tank: Under ground Concrete Tank

Bolted Welded Riveted Concrete

Type of service to be performed:

Video Inspection Only

Still Photography Only

Complete inspection with vacuum cleaning

Depth of sediment, over 2" _____

Additional cost to remove sediment _____

Additional cost for coating repairs _____

Exterior Tank Inspection

Tank Foundation: (concrete retainer ring, pad, soil erosion)

4 3 2 1

No soil erosion

No cracking or spalling of concrete

Anchor bolts are satisfactory.

Coating condition key 4=excellent 3=good 2=fair 1=unsatisfactory

CWS

C W Divers

External Ladder Condition: (bolts, rungs, welds, security, fall protection)

4 3 2 1

Has no fall protection in place

Has no security lock

Has no security lock

Base of ladder 12 from grade

Structural Condition: (bolts, rivets welds man way fasteners, nozzles, gaskets, general corrosion)

4 3 2 1

Structural condition good, minor corrosion

No measurable corrosion observed on shell. Minor shallow corrosion at spot areas on floor.

External Tank Roof Condition: (roof vents, screens, hatch, open areas)

4 3 2 1

No open to atmosphere locations

Hatch found in locked position

Paint system in good condition on roof. Recommend flat gasket inside door to keep flying insects out.

Exterior Paint System: (cracking, peeling, chalking, rock damage or graffiti)

4 3 2 1

Exterior paint system in good condition

Observed only spot areas of minor coating defects. Overall coating and mural in good condition.

C W Divers

Water Tank Inspection Report Internal Inspection

Depth of Sediment, Color, Sand or Silt:

Depth of Sediment is: 3 to 4" Iron Manganese Average Sediment is: 3.5"

Steel Structures Painting Council SSPC-VIS 2
Standard Method of Evaluating Degree of Rusting on Painted Surfaces

Rust Grade	Description	Rust Grade	Description
10	No Rusting	3	10% to 16%
9 to 7	.3% to 1%	2	16% to 33%
6 to 5	1% to 3%	1	33% to 50%
4	3% to 10%	0	Greater than 50%

Tank Interior Ladder: Rust Grade Spot General Pinpoint
Coating Condition: 4 3 2 1

Tank has no ladder

Interior Ceiling Panels: Rust Grade 9 Spot General Pinpoint
Coating Condition: 4 3 2 1

Ceiling panels in good condition

Two welds tie the ceiling together. Overflow @ 6:00. No peeling paint.

Coating condition key 4=excellent 3=good 2=fair 1=unsatisfactory

C W Divers

Steel Structures Painting Council
Standard Method of Evaluating Degree of Rusting on Painted Surfaces

SSPC-VIS 2

Rust Grade	Description	Rust Grade	Description
10	No Rusting	3	10% to 16%
9 to 7	.3% to 1%	2	16% to 33%
6 to 5	1% to 3%	1	33% to 50%
4	3% to 10%	0	Greater than 50%

Interior Ceiling Rafters: Rust Grade

Spot General Pinpoint

Coating Condition:

4

3

2

1

N/A free standing

Vertical Roof Support: Rust Grade

Spot General Pinpoint

Coating Condition:

4

3

2

1

N/A

Ceiling Rafter Clips and Bolts: Rust Grade

Spot General Pinpoint

Coating Condition:

4

3

2

1

N/A

Coating condition key 4=excellent 3=good 2=fair 1=unsatisfactory

C W Divers

Steel Structures Painting Council SSPC-VIS 2
Standard Method of Evaluating Degree of Rusting on Painted Surfaces

Rust Grade	Description	Rust Grade	Description
10	No Rusting	3	10% to 16%
9 to 7	.3% to 1%	2	16% to 33%
6 to 5	1% to 3%	1	33% to 50%
4	3% to 10%	0	Greater than 50%

Roof Support Pads: Rust Grade Spot General Pinpoint
 Coating Condition:
 4 3 2 1

N/A

Ring Wall #1 (Bottom): Rust Grade 9 Spot General Pinpoint
 Coating Condition:
 4 3 2 1

Light blisters in coating

Coating in good condition

Light blistering on shell and corner weld which are not broken. No measurable corrosion. Outlet pipe in the shell @ 3:00 position, under the inlet. The inlet is piped up to the top of the tank and back down to the floor, across the floor to the 9:00 and goes up about 3' off the floor along the shell. Manway has minor corrosion.

Ring Wall #2: Rust Grade 9 Spot General Pinpoint
 Coating Condition:
 4 3 2 1

Coating in good condition

C W Divers

Spot areas of minor pitting . No measurable corrosion. The weld seam is in good condition, minor surface rust..

Coating condition key 4=excellent 3=good 2=fair 1=unsatisfactory

Weld Seam Inspection

A-Satisfactory B-Splatter C-Porosity D-Convexity/Concavity E-Cracks

G-Incomplete Fusion H-Incomplete Penetration I-Undercut J-Under Fill K-Over lap

Z-Unable to evaluate; welds masked by coating

Floor Weld Seams	A	Shell Weld Seams	Ring #1	A	Ring #2	A
			Ring #3	A	Ring #4	A
			Ring #5	A	Ring #6	A

Recommendations:

The floor and walls were cleaned removing iron manganese . Very little corrosion in the tank; spot areas of light surface corrosion. Clean and inspect every 3-4 years. Tank does have a water distribution pipe. The roof hatch manway needs a flat gasket glued to the inside to stop the flying ants from getting in. Vent screen is satisfactory.

NACE Level III Coatings Inspector #763

CW Donohue

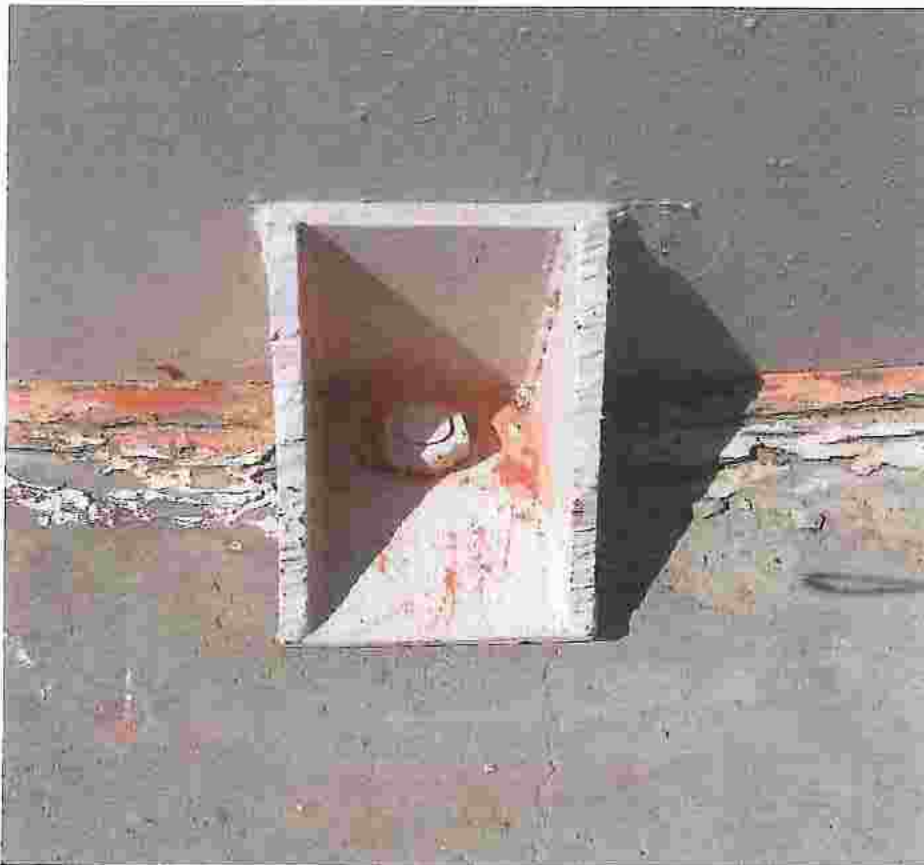
Date 9/8/15

DONA ANA MUTUAL DOMESTIC CONSUMERS ASSOCIATION



SOLDIER TANK INSPECTION 09/08/2015

DONA ANA MUTUAL DOMESTIC CONSUMERS ASSOCIATION



F

SOLDIER TANK INSPECTION 09/08/2015

DONA ANA MUTUAL DOMESTIC CONSUMERS ASSOCIATION



CEILING SURFACE WITH MASTIC COATING ON WELD SEAM

4

SOLDIER TANK INSPECTION 09/08/2015

DONA ANA MUTUAL DOMESTIC CONSUMERS ASSOCIATION



SHELL WELD SEAM



SHELL WELD SEAM WITH MINOR SURFACE CORROSION

6

SOLDIER TANK INSPECTION 09/08/2015

DONA ANA MUTUAL DOMESTIC CONSUMERS ASSOCIATION



SHELL SURFACE MINOR CORROSION

SOLDIER TANK INSPECTION 09/08/2015

6

DONA ANA MUTUAL DOMESTIC CONSUMERS ASSOCIATION



MINOR SURFACE RUST ON SHELL WELD SEAM

SOLDIER TANK INSPECTION 09/08/2015

7

DONA ANA MUTUAL DOMESTIC CONSUMERS ASSOCIATION



WATER PIPE SUPPORT BRACKETS

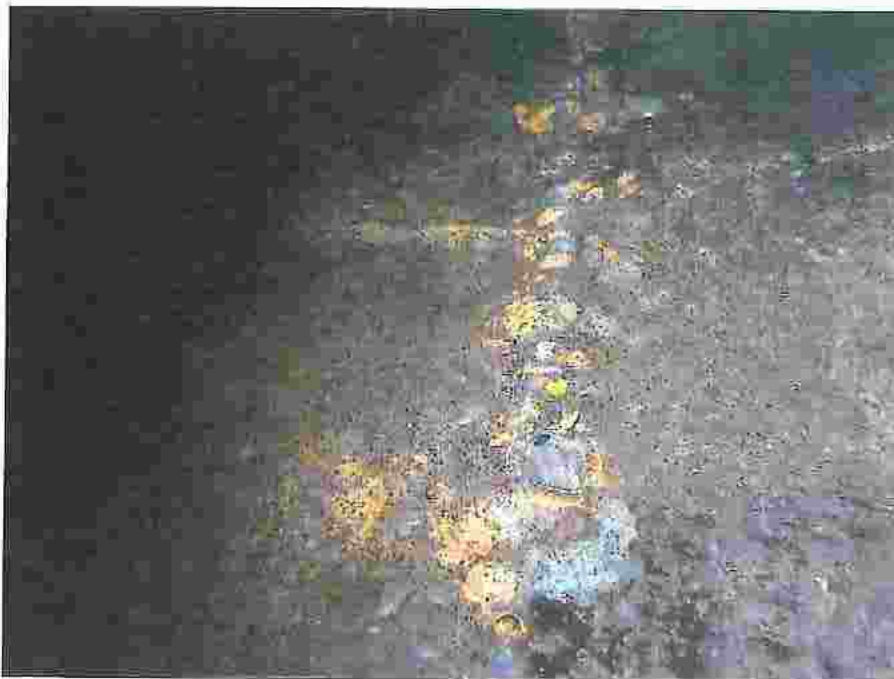
SOLDIER TANK INSPECTION 09/08/2015

6

DONA ANA MUTUAL DOMESTIC CONSUMERS ASSOCIATION



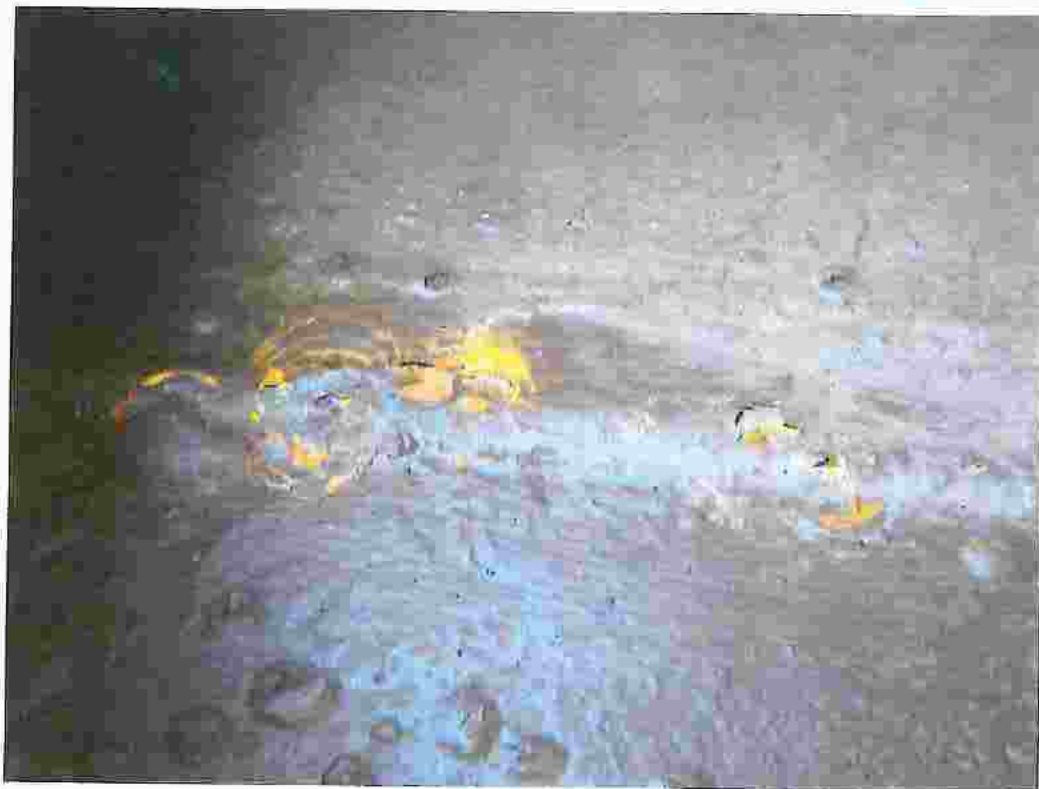
WATER INLET, APPROXIMATELY 3' OFF FLOOR



WELD SEAM ON FLOOR. BLACK MASTIC COATING OVER WHITE EPOXY

SOLDIER TANK INSPECTION 09/08/2015

DONA ANA MUTUAL DOMESTIC CONSUMERS ASSOCIATION



WELD SEAM ON FLOOR, BLISTERS VISIBLE, MINOR CORROSION

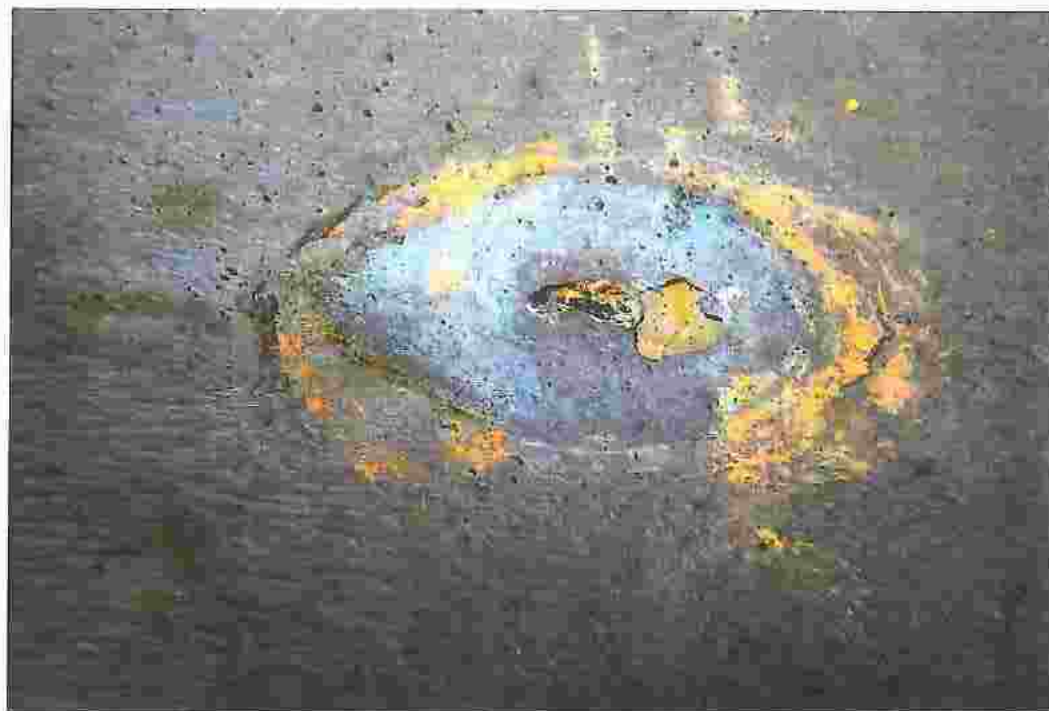
SOLDIER TANK INSPECTION 09/08/2015

h

DONA ANA MUTUAL DOMESTIC CONSUMERS ASSOCIATION



STEEL PIPE TO PVC ADAPTER ON INLET WATER PIPING



MINOR CORROSION NODULE ON FLOOR SURFACE

SOLDIER TANK INSPECTION 09/08/2015

11

DONA ANA MUTUAL DOMESTIC CONSUMERS ASSOCIATION



U-BOLT SECURING PVC TO SHELL



PINPOINT RUST AT LOWER SHELL

SOLDIER TANK INSPECTION 09/08/2015

DONA ANA MUTUAL DOMESTIC CONSUMERS ASSOCIATION



PINPOINT RUST ON LOWER SHELL



SOLDIER TANK INSPECTION 09/08/2015

CC

DONA ANA MUTUAL DOMESTIC CONSUMERS ASSOCIATION



ROOF VENT

SOLDIER TANK INSPECTION 09/08/2015

Underwater Inspections
Welding & Burning
Specializing in Water
Tank Inspections

C W Divers

903 N. Watson • Farmington, NM 87401

Phone: (505) 327-2830

Cathodic Protection
Member AWWA
NACE Level III
Inspector #763

WATER TANK INSPECTION REPORT

Town, City, Agency: Dona Ana Mutual Domestic Consumers Assoc.

Date: 9/9/2015

Tank#: Indian Tank Tank Capacity: 114K Dia.: 18 High: 60

Current Water Level: 50 Tank Location: Off exit 19

Elevated Tank: Ground Level Tank: Under ground Concrete Tank

Bolted Welded Riveted Concrete

Type of service to be performed:

Video Inspection Only

Still Photography Only

Complete inspection with vacuum cleaning

Depth of sediment, over 2" _____

Additional cost to remove sediment _____

Additional cost for coating repairs \$1h.00

Exterior Tank Inspection

Tank Foundation: (concrete retainer ring, pad, soil erosion)

4 3 2 1

No soil erosion

No cracking or spalling of concrete

Anchor bolts are satisfactory.

Coating condition key 4=excellent 3=good 2=fair 1=unsatisfactory

CWA

C W Divers

External Ladder Condition: (bolts, rungs, welds, security, fall protection)

4 3 2 1

Base of ladder 12' from grade. Ladder has full fall protection cage with lockable security door.

Structural Condition: (bolts, rivets welds man way fasteners, nozzles, gaskets, general corrosion)

4 3 2 1

Structural condition good, minor corrosion

No measurable corrosion observed on shell. Corrosion pitting at spot areas on floor. Performed 9 coating repairs at deep corrosion pits. two pitted areas were leaking.

External Tank Roof Condition: (roof vents, screens, hatch, open areas)

4 3 2 1

No open to atmosphere locations

Hatch found in locked position

Paint system in good condition on roof. Recommend flat gasket inside door to keep flying insects out.

Exterior Paint System: (cracking, peeling, chalking, rock damage or graffiti)

4 3 2 1

Exterior paint system in good condition

Observed only spot areas of minor coating defects. Overall coating and mural in good condition.

C W Divers

Water Tank Inspection Report Internal Inspection

Depth of Sediment, Color, Sand or Silt:

Depth of Sediment is: 3 to 4" Iron Manganese Average Sediment is: 3.5"

Steel Structures Painting Council SSPC-VIS-2
Standard Method of Evaluating Degree of Rusting on Painted Surfaces

Rust Grade	Description	Rust Grade	Description
10	No Rusting	3	10% to 16%
9 to 7	3% to 1%	2	16% to 33%
6 to 5	1% to 3%	1	33% to 50%
4	3% to 10%	0	Greater than 50%

Tank Interior Ladder: Rust Grade 9 Spot General Pinpoint

Coating Condition:

4 3 2 1

Ladder in good condition

Spot areas of minor corrosion on lower section.

Interior Ceiling Panels: Rust Grade 9 Spot General Pinpoint

Coating Condition:

4 3 2 1

Ceiling panels in good condition

Two welds tie the ceiling together. Overflow @ 6:00. No peeling paint. Light rust bleed on stiffener ring.

Coating condition key 4=excellent 3=good 2=fair 1=unsatisfactory

C W Divers

Steel Structures Painting Council

SSPC-VIS 2

Standard Method of Evaluating Degree of Rusting on Painted Surfaces

Rust Grade	Description	Rust Grade	Description
10	No Rusting	3	10% to 16%
9 to 7	.3% to 1%	2	16% to 33%
6 to 5	1% to 3%	1	33% to 50%
4	3% to 10%	0	Greater than 50%

Interior Ceiling Rafters: Rust Grade

Spot General Pinpoint

Coating Condition:

4

3

2

1

N/A free standing

Vertical Roof Support: Rust Grade

Spot General Pinpoint

Coating Condition:

4

3

2

1

N/A

Ceiling Rafter Clips and Bolts: Rust Grade

Spot General Pinpoint

Coating Condition:

4

3

2

1

N/A

Coating condition key 4=excellent 3=good 2=fair 1=unsatisfactory

C W Divers

Steel Structures Painting Council SSPC-VIS 2
Standard Method of Evaluating Degree of Rusting on Painted Surfaces

Rust Grade	Description	Rust Grade	Description
10	No Rusting	3	10% to 16%
9 to 7	3% to 1%	2	16% to 33%
6 to 5	1% to 3%	1	33% to 50%
4	3% to 10%	0	Greater than 50%

Roof Support Pads: Rust Grade Spot General Pinpoint
Coating Condition:
4 3 2 1

N/A

Ring Wall #1 (Bottom): Rust Grade 9 Spot General Pinpoint
Coating Condition:
4 3 2 1

Coating in good condition

Brackets on pvc pipe are good. Inlet comes through the shell, goes up a pvc to top of tank and back down. No corrosion on the manways. Corner welds are good. No deep measurable corrosion.

Ring Wall #2: Rust Grade 9 Spot General Pinpoint
Coating Condition:
4 3 2 1

Coating in good condition

No blistering or corrosion.

C W Divers

Coating condition key 4=excellent 3=good 2=fair 1=unsatisfactory
 Steel Structures Painting Council SSPC-VIS 2
 Standard Method of Evaluating Degree of Rusting on Painted Surfaces

Rust Grade	Description	Rust Grade	Description
10	No Rusting	3	10% to 16%
9 to 7	.3% to 1%	2	16% to 33%
6 to 5	1% to 3%	1	33% to 50%
4	3% to 10%	0	Greater than 50%

Ring Wall #3: Rust Grade 9 Spot General Pinpoint

Coating Condition:

4 3 2 1

Spot areas of pinpoint rust. No blistering.

Ring Wall #4: Rust Grade 9 Spot General Pinpoint

Coating Condition:

4 3 2 1

Coating in good condition

Weld seam is good. No peeling coating. No corrosion.

RW 5: Weld seam is good. Good condition on shell. Rust grade 9.

RW 6: One spot area of minor corrosion on weld between 5 & 6.

RW 7: Weld seam is in good condition. Good condition. Rust grade 9.

RW 8: Overflow @ 5:00. It is good shape. Good condition on the shell. Rust grade 9.

Floor: Rust Grade 9 Spot General Pinpoint

Coating Condition:

4 3 2 1

C W Divers

Spot areas of deep corrosion pitting. Two had perforated the floor. Weld seams are in good condition. Overall the floor is good with the repairs that were made.

Coating condition key 4=excellent 3=good 2=fair 1=unsatisfactory

Weld Seam Inspection

A-Satisfactory B-Splatter C-Porosity D-Convexity/Concavity E-Cracks

G-Incomplete Fusion H-Incomplete Penetration I-Undercut J-Under Fill K-Overlap

Z-Unable to evaluate; welds masked by coating

Floor Weld Seams	A	Shell Weld Seams	Ring #1	A	Ring #2	A
			Ring #3	A	Ring #4	A
			Ring #5	A	Ring #6	A

Recommendations:

Nine repairs were made to the floor. Two had perforated the floor. The floor and walls were cleaned removing iron manganese. Very little corrosion in the tank. Clean and inspect every 2-3 years because of the excessive iron manganese and do any coating repairs needed at that time. Tank does have a water distribution pipe. Vent screen is satisfactory. Two minor scratches on exterior of the tank.

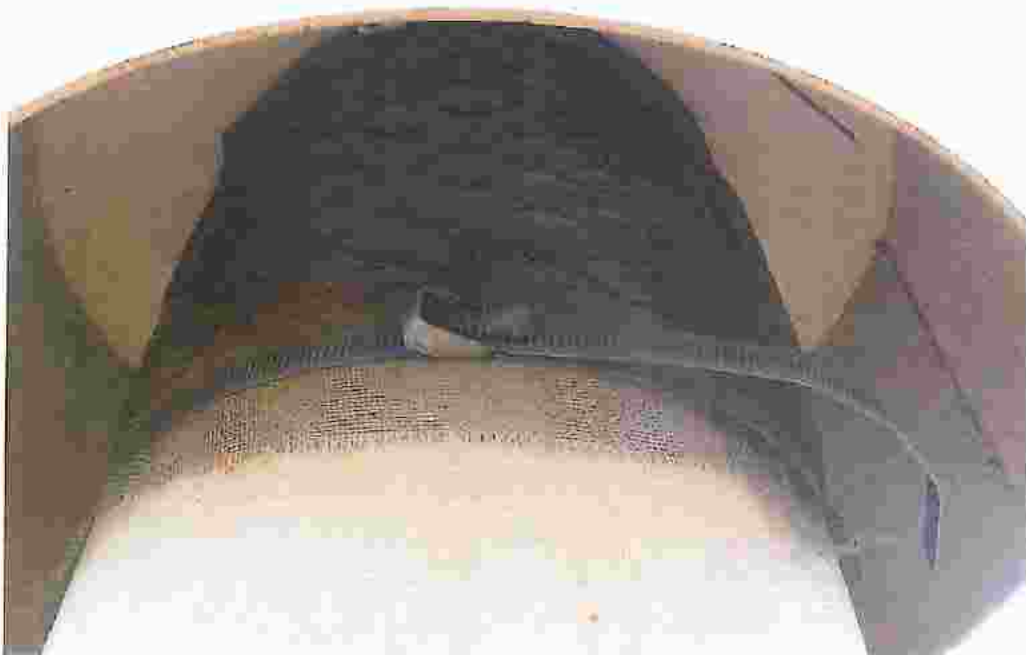
The pvc pipe on the top of water distribution pipe is broken but should cause no issues.

NACE Level III Coatings Inspector #763

CW Donohue

Date 09/09/15

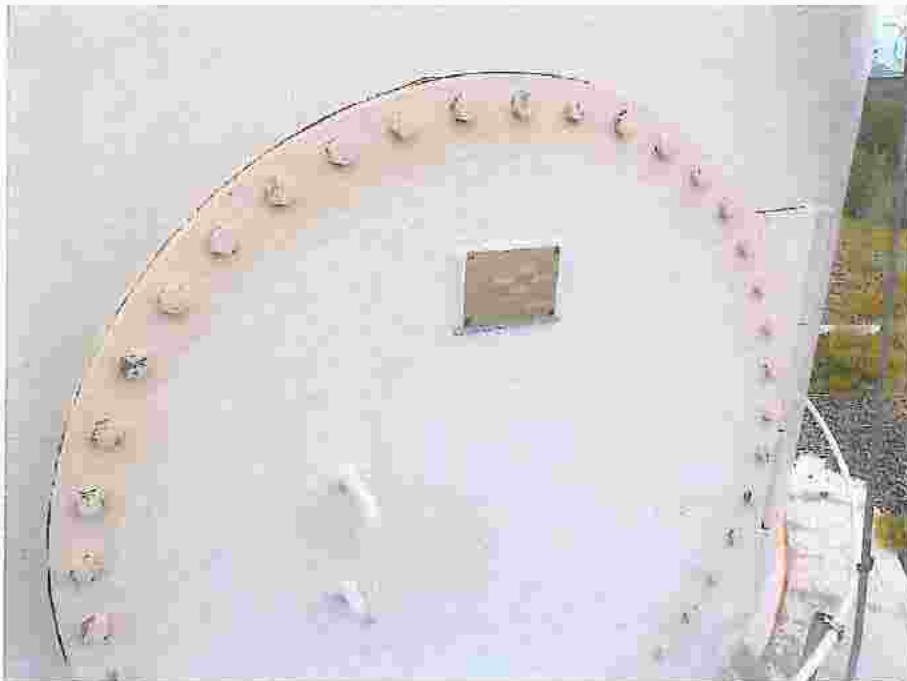
DONA ANA MUTUAL DOMESTIC CONSUMERS ASSOCIATION



INDIAN TANK INSPECTION 09/09/2015

8

DONA ANA MUTUAL DOMESTIC CONSUMERS ASSOCIATION



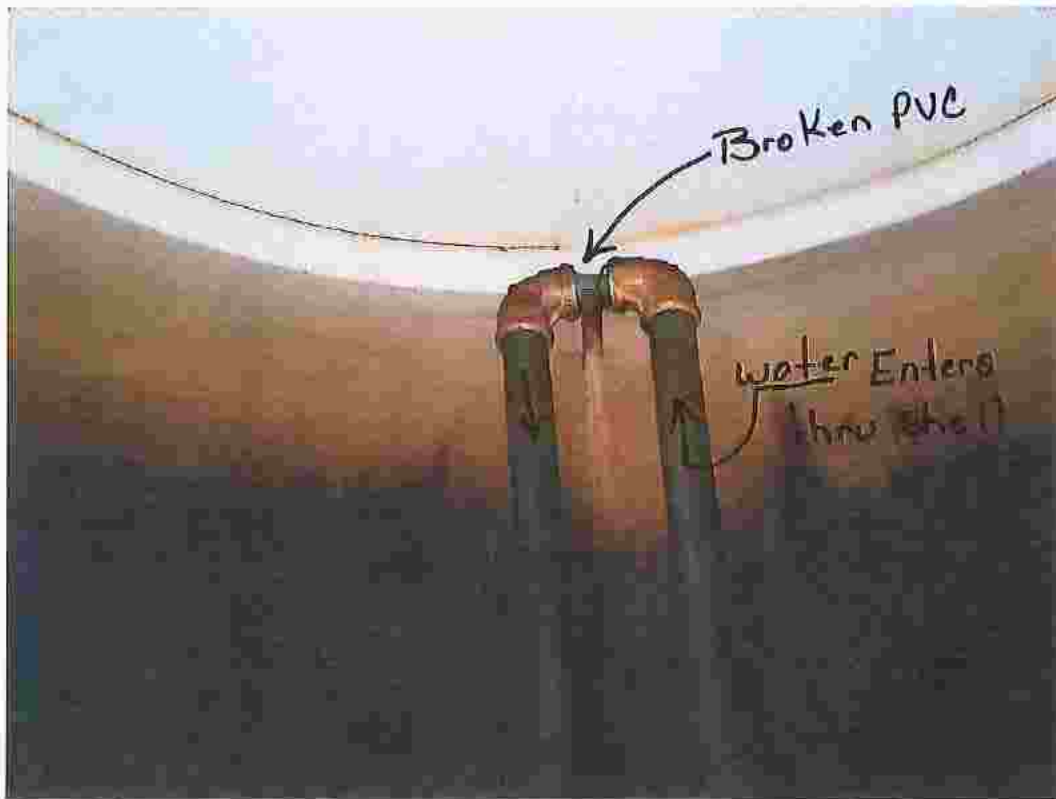
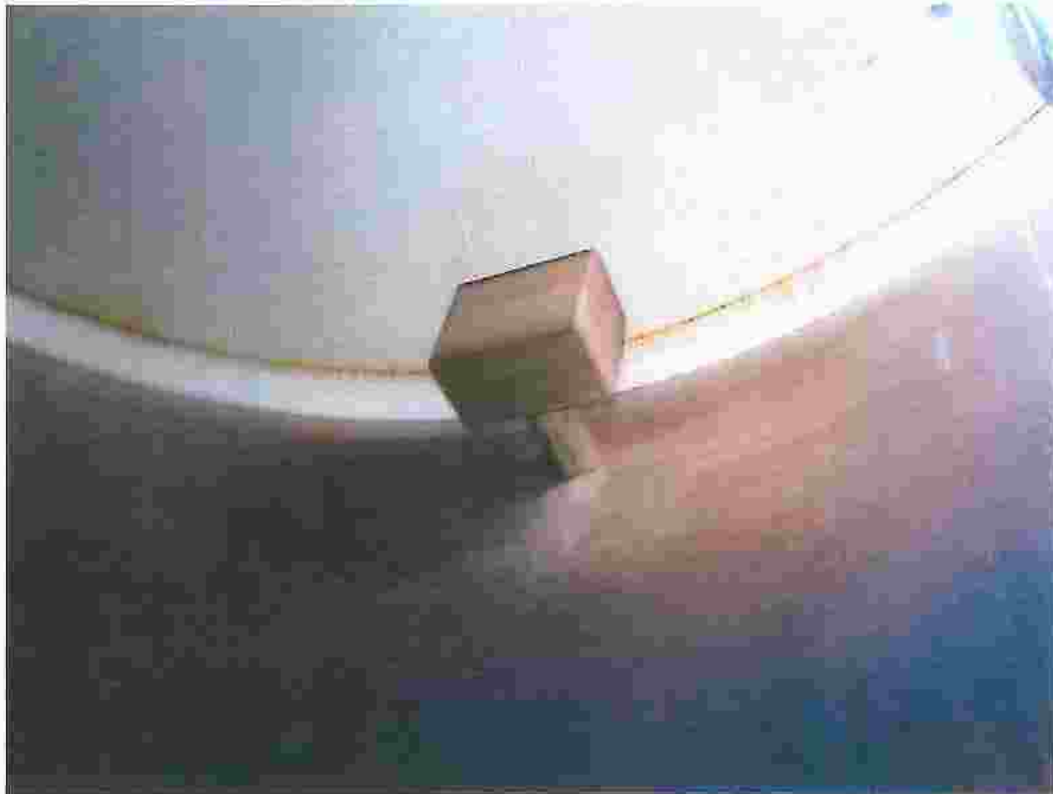
INDIAN TANK INSPECTION 09/09/2015

DONA ANA MUTUAL DOMESTIC CONSUMERS ASSOCIATION



INDIAN TANK INSPECTION 09/09/2015

DONA ANA MUTUAL DOMESTIC CONSUMERS ASSOCIATION



6

INDIAN TANK INSPECTION 09/09/2015

DONA ANA MUTUAL DOMESTIC CONSUMERS ASSOCIATION



CEILING SURFACE/UPPER SHELL



UPPER SHELL WELD SEAM; GOOD CONDITION

9

INDIAN TANK INSPECTION 09/09/2015

DONA ANA MUTUAL DOMESTIC CONSUMERS ASSOCIATION



UPPER SHELL WELD SEAM

SOLDIER TANK INSPECTION 09/08/2015

6

DONA ANA MUTUAL DOMESTIC CONSUMERS ASSOCIATION



SPOT AREA OF MINOR SURFACE CORROSION ON SHELL

INDIAN TANK INSPECTION 09/09/2015

4

DONA ANA MUTUAL DOMESTIC CONSUMERS ASSOCIATION



SHELL WELD SEAM; GOOD CONDITION

5

INDIAN TANK INSPECTION 09/09/2015

DONA ANA MUTUAL DOMESTIC CONSUMERS ASSOCIATION



VERTICAL PVC SUPPORT BRACKET ON SHELL



INLET PIPE FLANGE, CONNECTING STEEL TO PVC CONNECTION

INDIAN TANK INSPECTION 09/09/2015

DONA ANA MUTUAL DOMESTIC CONSUMERS ASSOCIATION



OUTLET PIPE THRU SHELL



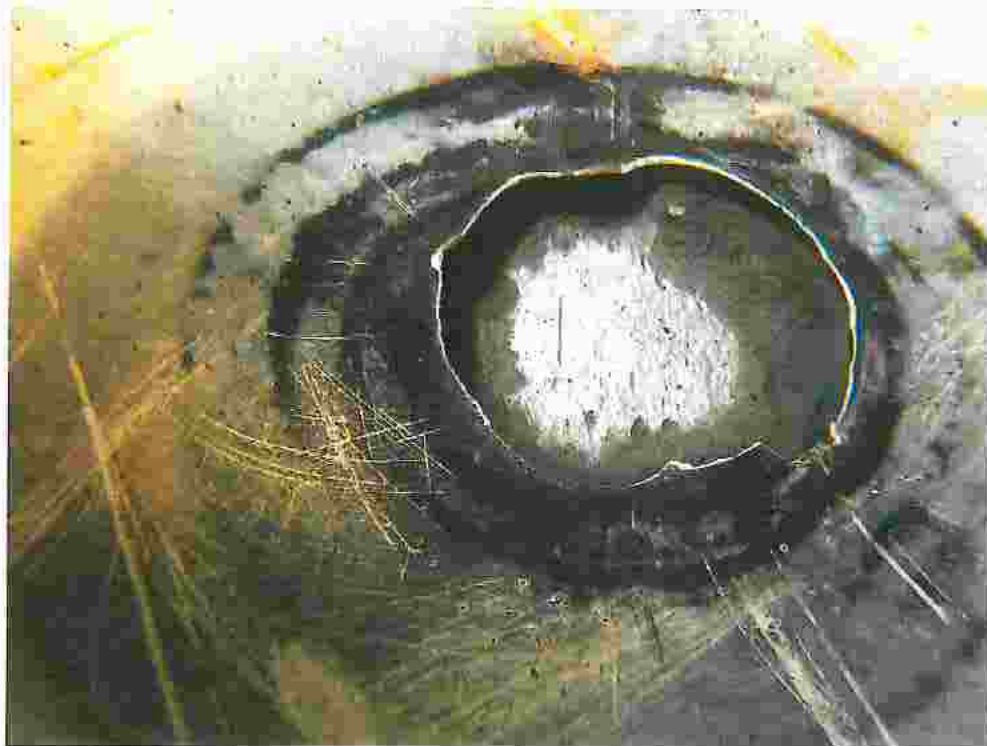
FLOOR/SHELL WELD SEAM

INDIAN TANK INSPECTION 09/09/2015

DONA ANA MUTUAL DOMESTIC CONSUMERS ASSOCIATION



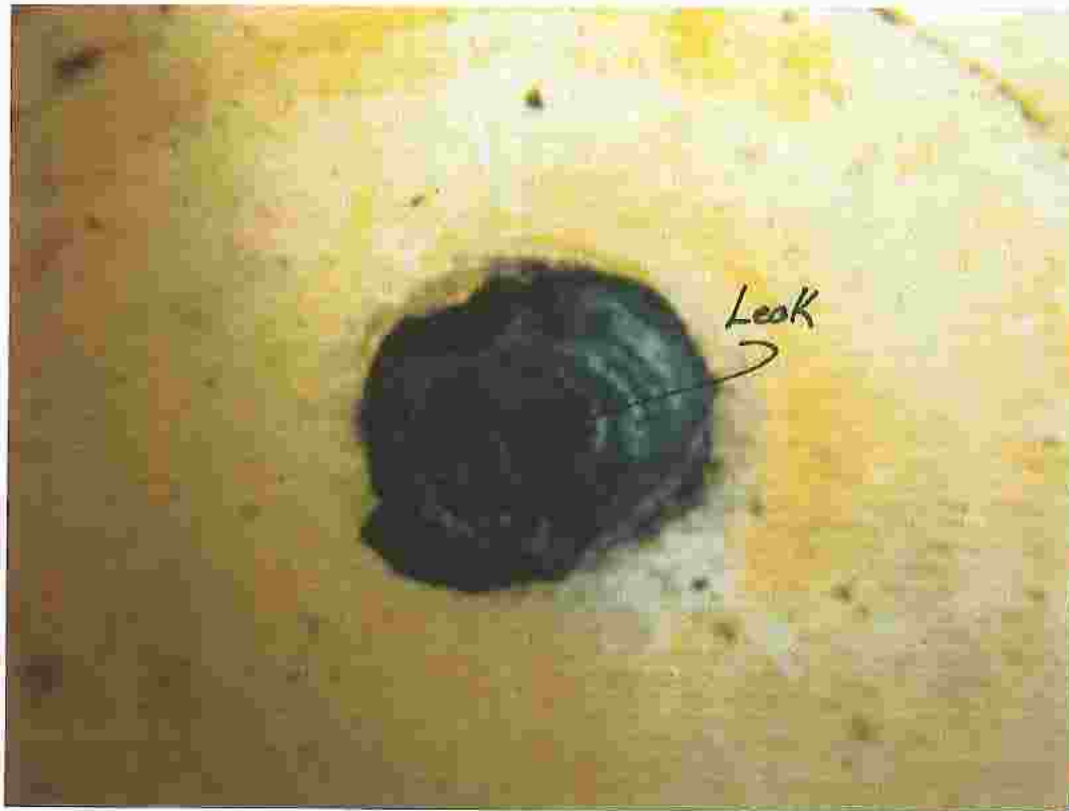
FLOOR WELD SEAM SURFACE



CORROSION PIT ON FLOOR (REPAIRED)

INDIAN TANK INSPECTION 09/09/2015

DONA ANA MUTUAL DOMESTIC CONSUMERS ASSOCIATION



PERFORATIONS IN FLOOR PLATE (REPAIRED WITH EPOXY)

INDIAN TANK INSPECTION 09/09/2015

DONA ANA MUTUAL DOMESTIC CONSUMERS ASSOCIATION



LADDER/LADDER RUNG

8

INDIAN TANK INSPECTION 09/09/2015

**RECORD OF PROCEEDINGS RELATING TO THE ADOPTION OF
RESOLUTION NO. 2015-20 OF THE BOARD OF DIRECTORS
OF THE DONA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION,
DONA ANA COUNTY, NEW MEXICO
OCTOBER 13, 2015**

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, New Mexico (the "Governmental Unit"), met in a regular session in full conformity with the law and the rules and regulations of the Governing Body at 535 Ledesma Drive, Las Cruces, New Mexico 88007, being the meeting place of the Governing Body for the meeting held on the 13th day of October, 2015, at the hour of 9:00 a.m. Upon roll call, the following members were found to be present:

Present:

President:

Directors:

Absent:

DONA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION,
DONA ANA COUNTY, NEW MEXICO
RESOLUTION NO. 2015-20

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT") BY AND BETWEEN THE DONA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF NO MORE THAN TWO MILLION EIGHTY-THREE THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS (\$2,083,125), TOGETHER WITH INTEREST, EXPENSES, IF ANY AND ADMINISTRATIVE FEES THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THAN SIX HUNDRED NINETY-FOUR THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS (\$694,375), FOR THE PURPOSE OF FINANCING THE COSTS OF WATER PROJECTS IN FAIRVIEW ESTATES AND PICACHO HILLS. THE FAIRVIEW ESTATES PROJECT CONSISTS OF REPLACING THE 1.5 INCH DIAMETER LINES WITH 6-8 INCH DIAMETER LINES, CONNECTING THE FAIRVIEW LINES TO THE DONA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION WATER SYSTEM THUS NO LONGER USING THE TWO WELLS, AND INSTALLING FIRE HYDRANTS IN THE COMMUNITY. THE PICACHO HILLS PROJECT CONSISTS OF REPLACING AN OLD WATER TANK WITH TWO NEW STORAGE TANKS. THE TWO NEW WATER TANKS WILL BE SIZED FOR THE CURRENT HOMES PLUS A 20 YEAR ESTIMATED GROWTH PROJECTION; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE JOINT WATER AND SEWER SYSTEM OF THE GOVERNMENTAL UNIT; SETTING AN INTEREST RATE FOR THE LOAN; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN 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 AGREEMENT.

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

WHEREAS, the Governmental Unit is a legally and regularly created, established, organized and existing incorporated mutual domestic water consumers association under the general laws of the State; and

“Aggregate Repayable Disbursements” means, at any time after the Closing Date, the Aggregate Disbursements less the Aggregate Forgiven Disbursements.

“Approved Requisition” means a requisition in the form of Exhibit “C” to the Loan Agreement, together with supporting documentation submitted to and approved by the Finance Authority pursuant to Section 4.2 of the Loan Agreement.

“Authorized Officers” means the President, Executive Director and Secretary/Treasurer of the Governmental Unit.

“Bonds” means drinking water state revolving loan fund revenue bonds, if any, issued hereafter by the Finance Authority and related to the Loan Agreement and the Loan Agreement Payments.

“Closing Date” means the date of execution, delivery and funding of the Loan Agreement authorized by this Resolution.

“Debt Service Account” means the debt service account established in the name of the Governmental Unit and administered by the Finance Authority to pay the Loan Agreement Payments under the Loan Agreement as the same become due.

“Disbursement” means an amount caused to be paid by the Finance Authority for an Approved Requisition for costs of the Project, including the Expense Fund Component.

“DWSRLF Act” means the general laws of the State, particularly the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9, as amended; NMSA 1978, §§ 3-29-1 through 3-29-21, as amended; and enactments of the Governing Body relating to this Resolution including the Loan Agreement.

“Drinking Water State Revolving Loan Fund” means the drinking water state revolving loan fund established by the DWSRLF Act.

“Environmental Protection Agency” means the Environmental Protection Agency of the United States.

“Expense Fund” means the expense fund hereby created to be held and administered by the Finance Authority to pay Expenses.

“Expense Fund Component” means an amount equal to one percent (1%) of each Disbursement for the Project, minus any amount forgiven under the Loan Agreement, simultaneously withdrawn and deposited in the Expense Fund to pay Expenses.

“Expenses” means the Finance Authority’s costs of issuance of the Loan Agreement and the Bonds, if any, and periodic and regular fees and expenses incurred by the Finance Authority in administering the Loan Agreement, including legal fees.

"Interest Component" means the portion of each Loan Agreement Payment paid as interest accruing on the Aggregate Repayable Disbursements then outstanding, calculated from the date of each Disbursement.

"Interest Rate" means the rate of interest on the Loan Agreement as shown on the Term Sheet.

"Loan" means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to the Loan Agreement, up to the Maximum Principal Amount.

"Loan Agreement" means the loan and subsidy agreement and any amendments or supplements thereto, including the exhibits attached to the loan agreement.

"Loan Agreement Payment" means, collectively, the Principal Component, the Interest Component, Expenses, and the Administrative Fee Component to be paid by the Governmental Unit as payment on the Aggregate Repayable Disbursements under the Loan Agreement, as shown on Exhibit "B" thereto.

"Loan Agreement Principal Amount" means, as of any date of calculation, the Aggregate Repayable Disbursements (including the Expense Fund Component), up to the Maximum Repayable Amount.

"Maximum Forgiven Principal" means the maximum amount of loan subsidy available in the form of principal forgiveness, which is equal to twenty-five percent (25%) of the Maximum Principal Amount. The Maximum Forgiven Principal is six hundred ninety-four thousand three hundred seventy-five dollars (\$694,375).

"Maximum Repayable Principal" means the maximum amount of Aggregate Repayable Disbursements repayable by the Governmental Unit pursuant to the Loan Agreement, and is equal to the Maximum Principal Amount less the Maximum Forgiven Principal. The Maximum Repayable Principal, is two million eighty-three thousand one hundred twenty-five dollars (\$2,083,125).

"Maximum Principal Amount" means two million seven hundred seventy-seven thousand five hundred dollars (\$2,777,500).

"Net Revenues" means the Gross Revenues of the System owned and operated by the Governmental Unit minus Operation and Maintenance Expenses of the System, indirect charges, amounts expended for capital replacements and repairs of the System, required set asides for debt and replacement requirements and any other payments from the gross revenues reasonably required for operation of the System.

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

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

“Resolution” means this Resolution No. 2015-20 adopted by the Governing Body of the Governmental Unit on October 13, 2015, approving the Loan Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet and the Final Loan Agreement Payment Schedule, as supplemented from time to time in accordance with the provisions hereof.

“Senior Obligations” means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues superior to the lien created by the Loan Agreement, including any such obligations shown on the Term Sheet.

“State” means the State of New Mexico.

“Subordinated Obligations” means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred with a lien on the Pledged Revenues subordinate to the lien created by the Loan Agreement and subordinate to any other outstanding Parity Obligations having a lien on the Pledged Revenues, including any such obligations shown on the Term Sheet.

“Subsidy” means the subsidy in the form of principal forgiveness for the Governmental Unit, to be applied proportionally at the time of each Disbursement to the Governmental Unit, being twenty-five percent (25%) of such Disbursement.

“System” means the public utility designated as the Governmental Unit’s joint water and wastewater system, and all improvements or additions thereto, including additions and improvements to be acquired or constructed with the proceeds of the Loan Agreement.

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

“Unrequisitioned Principal Amount” means the amount, if any, by which the Maximum Principal Amount exceeds the Aggregate Disbursements at the time the Governmental Unit submits the certificate of completion required pursuant to Section 6.3 of the Loan Agreement.

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

Section 3. Authorization of the Project and the Loan Agreement. The acquisition and completion of the Project and the method of financing the Project through execution and delivery of the Loan Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Governmental Unit.

B. Detail. The Loan Agreement shall be in substantially the form of the Loan Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Loan shall be in an amount not to exceed the Maximum Principal Amount of two million seven hundred seventy-seven thousand five hundred dollars (\$2,777,500). The Loan Agreement Principal Amount shall be payable in installments of principal due on May 1 of the years designated in the Final Loan Agreement Payment Schedule and bear interest payable on May 1 and November 1 of each of the years designated in the final Loan Agreement Payment Schedule, at the rates designated in the Loan Agreement, including Exhibit "A" thereto, which rates include the Administrative Fee.

Section 6. Approval of Loan Agreement. The form of the Loan 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 Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the Secretary/Treasurer is hereby authorized to affix the seal of the Governmental Unit on the Loan Agreement and attest the same. The execution of the Loan Agreement by an Authorized Officer shall be conclusive evidence of such approval.

Section 7. Special Limited Obligation. The Loan Agreement shall be secured by the pledge of the Pledged Revenues as set forth in the Loan Agreement and shall be payable solely from the Pledged Revenues. The Loan Agreement, together with interest thereon and other obligations of the Governmental Unit thereunder, shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues as provided in this Resolution, and the Loan Agreement shall not constitute a general obligation of the Governmental Unit or the State, and the holders of the Loan Agreement may not look to any general or other fund of the Governmental Unit for payment of the obligations thereunder. Nothing contained in this Resolution nor in the Loan Agreement, nor any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues) or as imposing a pecuniary liability or a charge upon the general credit of the Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in this Resolution, the Loan Agreement, or any other instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefor to payments required by the Loan Agreement, in its sole and absolute discretion.

Section 8. Disposition of Proceeds; Completion of Acquisition and Completion of the Project.

A. Debt Service Account; Disbursements. The Governmental Unit hereby consents to creation of the Debt Service Account to be held and maintained by the Finance Authority as provided in the Loan Agreement.

purposes authorized by the Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from time to time determine.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged, and are hereby pledged, and the Governmental Unit grants a lien on the Pledged Revenues and security interest therein, for the payment of the principal, interest, Administrative Fees, and any other amounts due under the Loan Agreement, subject to the uses thereof permitted by and the priorities set forth in this Resolution. The Loan Agreement constitutes an irrevocable lien, but not necessarily an exclusive lien, on the Pledged Revenues as set forth herein and therein, and the Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement without the express approval of the Finance Authority.

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 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 Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Loan Agreement including, but not limited to, the execution and delivery of closing documents and reports in connection with the execution and delivery of the Loan Agreement, and the publication of the summary of this Resolution set out in Section 17 of this Resolution (with such changes, additions and deletions as may be necessary).

Section 12. Amendment of Resolution. Prior to the Closing Date, the provisions of this Resolution may be supplemented or amended by ordinance of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Resolution. After the Closing Date, this Resolution may be amended without receipt by the Governmental Unit of any additional consideration, but only with the prior written consent of the Finance Authority.

Section 13. Resolution Irrepealable. After the Closing Date, this Resolution shall be and remain irrepealable until all obligations due under the Loan Agreement shall be fully paid, canceled and 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, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

[Form of Summary of Resolution for Publication.]

Dona Ana Mutual Domestic Water Consumers Association, 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. 2015-20, duly adopted and approved by the Governing Body of the Dona Ana Mutual Domestic Water Consumers Association, New Mexico (the "Governmental Unit"), on October 13, 2015. Complete copies of the Resolution are available for public inspection during normal and regular business hours in the office of the Secretary/Treasurer, 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. 2015-20

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT") BY AND BETWEEN THE DONA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF NO MORE THAN TWO MILLION EIGHTY-THREE THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS (\$2,083,125), TOGETHER WITH INTEREST, EXPENSES, IF ANY AND ADMINISTRATIVE FEES THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THAN SIX HUNDRED NINETY-FOUR THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS (\$694,375), FOR THE PURPOSE OF FINANCING THE COSTS OF WATER PROJECTS IN FAIRVIEW ESTATES AND PICACHO HILLS. THE FAIRVIEW ESTATES PROJECT CONSISTS OF REPLACING THE 1.5 INCH DIAMETER LINES WITH 6-8 INCH DIAMETER LINES, CONNECTING THE FAIRVIEW LINES TO THE DONA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION WATER SYSTEM THUS NO LONGER USING THE TWO WELLS, AND INSTALLING FIRE HYDRANTS IN THE COMMUNITY. THE PICACHO HILLS PROJECT CONSISTS OF REPLACING AN OLD WATER TANK WITH TWO NEW STORAGE TANKS. THE TWO NEW WATER TANKS WILL BE SIZED FOR THE CURRENT HOMES PLUS A 20 YEAR ESTIMATED GROWTH PROJECTION; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE JOINT WATER AND SEWER SYSTEM OF THE GOVERNMENTAL UNIT; SETTING AN INTEREST RATE FOR THE LOAN; APPROVING THE

Section 18. Execution of Agreements. The Dona Ana Mutual Domestic Water Consumers Association through its Governing Body agrees to authorize and execute all such agreements with the New Mexico Finance Authority as are necessary to consummate the Loan contemplated herein and consistent with the terms and conditions of the Loan Agreement and this Resolution.

PASSED, APPROVED AND ADOPTED THIS 13TH DAY OF OCTOBER, 2015.

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

By _____
James Melton, President

[SEAL]

ATTEST:

By _____
Agnes Balizan, Secretary/Treasurer

[Remainder of page intentionally left blank.]

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

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

By _____
James Melton, President

[SEAL]

ATTEST:

By _____
Agnes Balizan, Secretary/Treasurer

[Remainder of page intentionally left blank.]

EXHIBIT "A"

Notice of Meeting

\$2,777,500 Maximum Principal Amount

**DRINKING WATER STATE REVOLVING LOAN FUND
LOAN AND SUBSIDY AGREEMENT**

dated

November 20, 2015

by and between the

NEW MEXICO FINANCE AUTHORITY

and the

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

WHEREAS, pursuant to the Environmental Assessments, – Dona Ana Mutual Domestic Water Consumers Association Fairview Estates NMFA DW 3227 Part I and – Dona Ana Mutual Domestic Water Consumers Association Picacho Hills District 5 Water System Improvements NMFA DW 3227 Part II located in Dona Ana County, New Mexico (the “EAs”) issued by the Finance Authority on My 20, 2015 and the Findings of No Significant Impact, Dona Ana Mutual Domestic Water Consumers Association issued by the Finance Authority on May 25, 2015, the Finance Authority has found and determined that the Project meets all applicable requirements of the State Environmental Review Process (SERP) for the Drinking Water State Revolving Loan Fund; and

WHEREAS, the New Mexico Environment Department Drinking Water Bureau has determined that the Governmental Unit has sufficient technical, managerial and financial capability to operate the Project for its useful life and ensure compliance with the requirements of the Safe Drinking Water Act.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the Finance Authority and the Governmental Unit agree:

ARTICLE I

DEFINITIONS

Capitalized terms defined in this Article I shall have the meaning specified in this Article I wherever used in this Loan Agreement, including the foregoing recitals, unless the context clearly requires otherwise. Capitalized terms defined in the foregoing recitals, if not defined in this Article I, shall have the same meaning as therein stated when used in this Loan Agreement, unless the context clearly requires otherwise.

“Administrative Fee” or “Administrative Fee Component” means the 0.25% annual fee payable to the Finance Authority as 0.125% of the Loan Agreement Principal Amount then outstanding as a part of each Loan Agreement Payment for the costs of originating and servicing the Loan.

“Aggregate Disbursements” means, at any time after the Closing Date, the sum of all Disbursements.

“Aggregate Forgiven Disbursements” means the amount of Subsidy provided in the form of principal forgiveness, and shall at any time after the Closing Date be equal to the product of the Subsidy times the Aggregate Disbursements, up to the Maximum Forgiven Principal.

“Aggregate Program Amount” means, with respect to this Loan Agreement, the sum of two million seven hundred fifty thousand dollars (\$2,750,000) which amount shall be available for disbursement to the Governmental Unit to pay costs of the Project.

“Aggregate Repayable Disbursements” means, at any time after the Closing Date, the Aggregate Disbursements less the Aggregate Forgiven Disbursements.

"Expense Fund" means the expense fund hereby created to be held and administered by the Finance Authority to pay Expenses.

"Expense Fund Component" means an amount equal to one percent (1%) of each disbursement for the Project, minus any amount forgiven under this Loan Agreement, simultaneously withdrawn and deposited in the Expense Fund to pay Expenses.

"Expenses" means the Finance Authority's costs of issuance of this Loan Agreement and the Bonds, if any, and periodic and regular fees and expenses incurred by the Finance Authority in administering this Loan Agreement, including legal fees.

"Final Requisition" means the final requisition of moneys to be submitted by the Governmental Unit, which shall be submitted by the Governmental Unit on or before the date provided for in Section 4.1(b) of this Loan Agreement.

"Final Loan Agreement Payment Schedule" means the schedule of Loan Agreement Payments due on this Loan Agreement following the Final Requisition, as determined on the basis of the Aggregate Repayable Disbursements.

"Finance Authority Act" means NMSA 1978, §§ 6-21-1 through 6-21-31, as amended.

"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 Governmental Unit as its fiscal year.

"Generally Accepted Accounting Principles" means the officially established accounting principles applicable to the Governmental Unit 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 Finance Authority establishing accounting principles applicable to the Governmental Unit.

"Governing Body" means the duly organized Board of Directors of the Governmental Unit and any successor governing body of the Governmental Unit.

"Gross Revenues" means all income and revenues directly or indirectly derived by the Governmental Unit from the operation and use of the System, or any part of the System, for any particular Fiscal Year period to which the term is applicable, and includes, without limitation, all revenues received by the Governmental Unit, or any municipal corporation or agency succeeding to the rights of the Governmental Unit, from the System and from the sale and use of water and sanitary sewer or other services or facilities, or any other service, commodity or facility or any combination thereof furnished by the System.

Gross Revenues do not include:

"Loan" means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to this Loan Agreement, up to the Maximum Principal Amount.

"Loan Agreement" means this loan and subsidy agreement and any amendments or supplements hereto, including the exhibits attached to this loan agreement.

"Loan Agreement Payment" means, collectively, the Principal Component, the Interest Component, Expenses, and the Administrative Fee Component to be paid by the Governmental Unit as payment on the Aggregate Repayable Disbursements under this Loan Agreement, as shown on Exhibit "B" hereto.

"Loan Agreement Payment Date" means each date a payment is due on this Loan Agreement as shown on the Interim Loan Agreement Payment Schedule, attached hereto as Exhibit "B", or in the Final Loan Agreement Payment Schedule.

"Loan Agreement Principal Amount" means, as of any date of calculation, the Aggregate Repayable Disbursements then outstanding.

"Loan Agreement Term" means the term of this Loan Agreement as provided under Article III of this Loan Agreement.

"Maximum Forgiven Principal" means the maximum amount of loan subsidy available in the form of principal forgiveness, which is equal to twenty-five percent (25%) of the Maximum Principal Amount. The Maximum Forgiven Principal is six hundred ninety-four thousand three hundred seventy-five dollars (\$694,375).

"Maximum Repayable Principal" means the maximum amount of Aggregate Repayable Disbursements repayable by the Governmental Unit pursuant to this Loan Agreement, and is equal to the Maximum Principal Amount less the Maximum Forgiven Principal. The Maximum Repayable Principal, is two million eighty-three thousand one hundred twenty-five dollars (\$2,083,125).

"Maximum Principal Amount" means two million seven hundred seventy-seven thousand five hundred dollars (\$2,777,500).

"Memorandum of Understanding" means the current memorandum of understanding by and between the Finance Authority and the Department pursuant to the DWSRLF Act describing and allocating duties and responsibilities in connection with the Drinking Water State Revolving Loan Fund.

"Net Revenues" means the Gross Revenues of the System owned and operated by the Governmental Unit minus Operation and Maintenance Expenses of the System, indirect charges, amounts expended for capital replacements and repairs of the System, required set asides for debt and replacement requirements and any other payments from the gross revenues reasonably required for operation of the System.

Revenues on a parity with this Loan Agreement, including any such obligations shown on the Term Sheet.

“Permitted Investments” means securities which are at the time legal investments of the Governmental Unit for the money to be invested, as applicable, including but not limited to the following if permitted by law: (i) securities that are issued by the United States government or by its agencies or instrumentalities and that are either direct obligations of the United States, the federal home loan mortgage association, the federal national mortgage association, the federal farm credit bank, federal home loan banks or the student loan marketing association or that are backed by the full faith and credit of the United States government; (ii) negotiable securities of the State; (iii) money market funds which invest solely in obligations described in clause (i) above which are rated in the highest rating category by Moody’s Investors Service, Inc. or Standard & Poor’s Ratings Services; and (iv) the State Treasurer’s short-term investment fund created pursuant to NMSA 1978, § 6-10-10.1, as amended, and operated, maintained and invested by the office of the State Treasurer.

“Pledged Revenues” means the Net Revenues of the Governmental Unit pledged to payment of the Loan Agreement Payments by the Resolution and this Loan Agreement and described in the Term Sheet.

“Principal Component” means the portion of each Loan Agreement Payment paid as principal on this Loan Agreement, based upon the Aggregate Repayable Disbursements, as shown on Exhibit “B” attached to this Loan Agreement.

“Project” means the project(s) described on the Term Sheet.

“Resolution” means Resolution No. 2015-20 adopted by the Governing Body of the Governmental Unit on October 13, 2015, approving this Loan Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet, as supplemented from time to time.

“Safe Drinking Water Act” means 42 U.S.C. §§ 300f et seq.

“Senior Obligations” means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues superior to the lien created by this Loan Agreement, including any such obligations shown on the Term Sheet.

“Service Area” means the area served by the System, whether situated within or without the limits of the Governmental Unit.

“State Environmental Review Process” or “SERP” means the environmental review process adopted by the Finance Authority, as required by and approved by the Environmental Protection Agency, pursuant to the Operating Agreement.

organized and existing under the statutes and laws of the State, including specifically the Sanitary Projects Act, NMSA 1978, §§ 3-29-1 through 3-29-21. The Governmental Unit is a local authority as defined in the DWSRLF Act. The Governmental Unit is authorized to enter into the transactions contemplated by this Loan Agreement and to carry out its obligations hereunder and thereunder. The Governmental Unit has duly authorized and approved the execution and delivery of this Loan Agreement and the other documents related to the transaction. The Governmental Unit has met all readiness to proceed requirements of the Finance Authority and has met and will continue to meet all requirements of law applicable to this Loan Agreement.

(c) Use of Loan Agreement Proceeds. The Governmental Unit shall proceed without delay in applying the Aggregate Program Amount, pursuant to Section 6.1 of this Loan Agreement to the acquisition and completion of the Project and to no other purpose, as follows:

(i) The Governmental Unit shall requisition moneys to pay for the costs of the Project not less frequently than quarterly following the Closing Date;

(ii) The Governmental Unit shall, within two (2) years after the Closing Date, have completed the acquisition of the Project, and shall within twenty seven (27) months after the Closing Date have requisitioned the Aggregate Program Amount, or such portion thereof as shall be necessary to complete the Project, unless an extension is agreed to pursuant to Section 4.1(b) of this Loan Agreement.

(d) Payment of Loan Agreement Payments. The Governmental Unit meets and will continue to meet the requirements established by the Finance Authority to assure sufficient revenues to operate and maintain the System for its useful life and repay the Loan. The Governmental Unit shall promptly pay Loan Agreement Payments, as specified in the Interim Loan Agreement Payment Schedule or the Final Loan Agreement Payment Schedule, as applicable, according to the true intent and meaning of this Loan Agreement.

(e) Acquisition and Completion of Project; Compliance with Laws. The Project will be acquired and completed so as to comply with all applicable ordinances, resolutions and regulations, if any, and any and all applicable laws relating to the acquisition and completion of the Project and to the use of the Pledged Revenues

(f) Necessity of Project. The acquisition and completion of the Project under the terms and conditions provided for in this Loan Agreement is necessary, convenient and in furtherance of the governmental purposes of the Governmental Unit and is in the best interests of the Governmental Unit and the public it serves.

(g) Legal, Valid and Binding Obligation. The Governmental Unit has taken all required action necessary to authorize the execution and delivery of this Loan Agreement. This Loan Agreement constitutes a legal, valid and binding special obligation of the Governmental Unit enforceable in accordance with its terms.

for any purpose at the time of execution and delivery of this Loan Agreement. The portion of the Pledged Revenues necessary to pay the Loan Agreement Payments, as and when due, is not needed or budgeted to pay current or anticipated operational or other expenses of the Governmental Unit.

(p) Expected Coverage Ratio. The average Pledged Revenues from the four Fiscal Years immediately preceding the Fiscal Year in which the Closing Date occurs exceed one hundred twenty percent (120%) and, on an ongoing basis during each year of the Loan Agreement Term are reasonably expected to equal or exceed, one hundred twenty percent (120%) of the maximum annual principal and interest due on all outstanding Parity Obligations of the Governmental Unit.

(q) Governmental Unit's Existence. The Governmental Unit will maintain its corporate identity and existence so long as this Loan Agreement is unpaid, unless another political subdivision by operation of law succeeds to the liabilities and rights of the Governmental Unit without adversely affecting to any substantial degree the privileges and rights of the Finance Authority.

(r) Continuing Disclosure. The Governmental Unit covenants that it shall provide continuing disclosure to the Finance Authority, as the Finance Authority may require, that shall include, but not be limited to: Project documents, annual audits, operational data required to update information in any disclosure documents used in connection with assignment or securitizing this Loan Agreement or the Loan Agreement Payments by issuance of Bonds by the Finance Authority, and notification of any event deemed material by the Finance Authority. For the purposes of this Loan Agreement, a material event shall include, without limitation, any violation or alleged violation by a state or federal agency of appropriate jurisdiction, of federal law, regulation, or policy which governs or applies to participants in the Drinking Water State Revolving Loan Fund.

(s) Single Audit Act Requirement. The Governmental Unit acknowledges that the funding provided pursuant to this Loan Agreement is derived in large part from federal grants to the Drinking Water State Revolving Loan Fund program pursuant to the Operating Agreement. During the Loan Agreement Term, the Governmental Unit shall annually cause an audit of the books and accounts of its operations in their entirety, or in the alternative an audit of the books and accounts of each of its departments, agencies and other organizational units which expended or otherwise administered the Loan or any other funds derived from the government of the United States, to be completed by an Independent Accountant in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. Section 7501 et seq.), and applicable regulations thereunder. The audit will be available for inspection by the Finance Authority and by the Environmental Protection Agency.

(t) Construction Requirements. The Governmental Unit shall require any contractor hired by it in connection with the construction of the Project to post a performance and payment bond as provided by NMSA 1978, § 13-4-18, as amended.

(g) Charges and Liens Upon System. The Governmental Unit will pay when due from Gross Revenues or other legally available funds all taxes and assessments or other municipal or governmental charges, lawfully levied or assessed upon the System and will observe and comply with all valid requirements of any municipal or governmental authority relating to the System. The Governmental Unit will not create or permit any lien or charge upon the System or the Gross Revenues or it will make adequate provisions to satisfy and discharge within sixty (60) days after the same accrue, all lawful claims and demands for labor, materials, supplies or other objects, which, if unpaid, might by law become a lien upon the System or the Gross Revenues. However, the Governmental Unit shall not be required to pay or cause to be discharged, or make provision for any tax assessment, lien or charge before the time when payment becomes due or so long as the validity thereof is contested in good faith by appropriate legal proceedings and there is no adverse effect on Finance Authority.

(h) Insurance. Subject, in each case, to the condition that insurance is obtainable at reasonable rates and upon reasonable terms and conditions, in its operation of the System, the Governmental Unit will procure and maintain or cause to be procured and maintained commercial insurance or provide Qualified Self Insurance with respect to the facilities constituting the System and public liability insurance in the form of commercial insurance or Qualified Self Insurance and, in each case, in such amounts and against such risks as are, in the judgment of the Governing Body, prudent and reasonable taking into account, but not being controlled by, the amounts and types of insurance or self-insured programs provided by entities which operate systems such as the System. "Qualified Self Insurance" means insurance maintained through a program of self insurance or insurance maintained with a fund, company or association in which the Governmental Unit may have a material interest and of which the Governmental Unit may have control, either singly or with others. Each plan of Qualified Self Insurance shall be established in accordance with law, shall provide that reserves be established or insurance acquired in amounts adequate to provide coverage which the Governmental Unit determines to be reasonable to protect against risks assumed under the Qualified Self Insurance plan, including any potential retained liability in the event of the termination of such plan of Qualified Self Insurance. In the event of property loss or damage to the System, insurance proceeds shall be used first for the purpose of restoring or replacing the property lost or damaged and thereafter, and any remainder may be used to redeem Utility Revenue Bonds or be treated as Gross Revenues and used in any legally permissible manner.

(i) Competing Utility System. Unless contrary to any provision of, or required by, applicable law, as long as this Loan Agreement is outstanding, the Governmental Unit prior to granting any franchise or license to a competing utility system, or permitting any person, association, firm or corporation to sell similar utility services or facilities to any consumer, public or private, within the Service Area of the System, shall obtain a written report from an independent utility rate consultant stating that in the opinion of the consultant the use charges in effect immediately prior to the approval of the franchise or license by the Governmental Unit are sufficient to meet the requirement of section 2.1(p) (expected coverage ratio) for the first full calendar year after the approval of the franchise or license, based on the new Service Area of the System.

rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Finance Authority, or its property and which conflict or violation will have a material adverse effect on the Finance Authority or the financing of the Project.

(c) No Litigation. To the knowledge of the Finance Authority, there is no litigation or proceeding pending or threatened against the Finance Authority or any other person affecting the right of the Finance Authority to execute or deliver this Loan Agreement or to comply with its obligations under this Loan Agreement. To the knowledge of the Finance Authority, neither the execution and delivery of this Loan Agreement by the Finance Authority, nor compliance by the Finance Authority with its obligations under this Loan Agreement, requires the approval of any regulatory body, or any other entity, which approval has not been obtained.

(d) Legal, Valid and Binding Obligations. This Loan Agreement constitutes a legal, valid and binding obligation of the Finance Authority enforceable in accordance with its terms.

ARTICLE III

LOAN AGREEMENT TERM

The Loan Agreement Term shall commence on the Closing Date and shall not terminate until the Governmental Unit's obligations under this Loan Agreement have been paid in full or provision for payment of this Loan Agreement has been made pursuant to Article VIII hereof.

ARTICLE IV

LOAN; APPLICATION OF MONEYS

Section 4.1 Application of Loan Agreement Proceeds.

(a) On the Closing Date, the amount shown on the Term Sheet as the Aggregate Program Amount shall be made available for disbursement by the Finance Authority to the Governmental Unit pursuant to Section 6.2 of this Loan Agreement at the request of the Governmental Unit and as needed by the Governmental Unit to implement the Project.

(b) The Final Requisition shall be submitted by the Governmental Unit within twenty seven (27) months following the Closing Date, except only as otherwise approved in writing by an Authorized Officer of the Finance Authority, based on the Governmental Unit's demonstration, to the reasonable satisfaction of the Authorized Officer of the Finance Authority, that unanticipated circumstances beyond the control of the Governmental Unit resulted in delaying the acquisition and completion of the Project, and submission of the Governmental Unit's Final Requisition.

Section 4.2 Disbursements; Approval of Payment Requests. The Governmental Unit shall transmit payment requisitions in the form attached to this Loan Agreement as Exhibit "C"

(27) months after the Closing Date, identified as the Interim Loan Agreement Payment Schedule, is attached to this Loan Agreement as Exhibit "B". The Finance Authority shall provide a Final Loan Agreement Payment Schedule following the final disbursement which shall supersede the schedule attached as Exhibit "B".

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Governmental Unit and the Finance Authority acknowledge and agree that the sources of the Loan Agreement Payments of the Governmental Unit hereunder are limited to the Pledged Revenues, and that the Loan Agreement shall constitute a special, limited obligation of the Governmental Unit. No provision of this Loan Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Governmental Unit or the State within the meaning of any constitutional or statutory debt limitation. No provision of this Loan Agreement shall be construed to pledge or to create a lien on any class or source of Governmental Unit moneys other than the Pledged Revenues, nor shall any provision of this Loan Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Governmental Unit moneys other than the Pledged Revenues. In addition, to the extent not required for the payment of obligations of the Governmental Unit hereunder, the Pledged Revenues may be utilized by the Governmental Unit for any other purposes permitted by law and the laws of the State.

Section 5.2 Payment Obligations of Governmental Unit. The Debt Service Account shall be established and held by the Finance Authority or its designee on behalf of the Governmental Unit. All Loan Agreement Payments received by the Finance Authority or its designee pursuant to this Loan Agreement, shall be accounted for and maintained by the Finance Authority or its designee in the Debt Service Account, which account shall be kept separate and apart from all other accounts of the Finance Authority. The amounts on deposit in the Debt Service Account shall be expended and used by the Finance Authority only in the manner and order of priority specified herein.

(a) As a charge and lien, but not an exclusive charge and lien, on the Pledged Revenues (on a parity with the lien on the Pledged Revenues created by any outstanding Parity Obligations and subordinate to any outstanding Senior Obligations), the Governmental Unit shall remit to the Finance Authority and the Finance Authority shall collect and deposit into the Debt Service Account from the Governmental Unit the Pledged Revenues, in the manner specified herein.

(i) Payment of Interest Component and Administrative Fee Component during Interim Period.

(A) During the Interim Period, Interest and Administrative Fees shall accrue on the amount of Aggregate Repayable Disbursements, from the date of each Disbursement.

(B) During the Interim Period the Governmental Unit shall monthly, commencing on the first day of the month next following the first payment by the Finance Authority of an Approved Requisition, pay to the Finance Authority for deposit into the

Authority or its designee, any vendor or any other person, the Governmental Unit 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 Governmental Unit assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 5.4. Additional Parity Obligations Payable From Pledged Revenues. No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional Parity Obligations payable from Pledged Revenues, nor to prevent the issuance of bonds or other obligations refunding all or a part of this Loan Agreement; provided, however, that before any such additional Parity Obligations are actually issued (excluding refunding bonds or refunding obligations which refund Parity Obligations but including parity refunding bonds and obligations which refund Subordinated Obligations as provided in Section 5.5 hereof), it must be determined that:

(a) The Governmental Unit is then current in all of the accumulations required to be made into the Debt Service Account as provided in this Loan Agreement.

(b) No default shall exist in connection with any of the covenants or requirements of the Resolution or this Loan Agreement.

(c) The Pledged Revenues received by or credited to the Governmental Unit for the Fiscal Year or for any twelve (12) consecutive months out of the twenty-four (24) months preceding the date of issuance of such additional Parity Obligations (the "Historic Test Period") shall have been sufficient to pay an amount representing one hundred twenty percent (120%) of the combined maximum annual principal, interest requirement and the Administrative Fee Component coming due in any subsequent Fiscal Year on the then outstanding Parity Obligations and the Parity Obligations proposed to be issued (excluding the accumulation of any reserves therefor).

(d) A written certification or opinion by the Governmental Unit's treasurer or chief financial officer or by an Independent Accountant that the Pledged Revenues for the Historic Test Period are sufficient to pay said amounts, shall be conclusively presumed to be accurate in determining the right of the Governmental Unit to authorize, issue, sell and deliver the Parity Obligations proposed to be issued.

(e) No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional bonds or other obligations payable from the Pledged Revenues constituting a lien upon such Pledged Revenues subordinate and junior to the lien of this Loan Agreement nor to prevent the issuance of bonds or other obligations refunding all or part of this Loan Agreement as permitted by Section 5.5 hereof.

(f) The Governmental Unit shall not issue bonds or other obligations payable from the Pledged Revenues having a lien thereon prior or superior to this Loan Agreement, without the written approval of the Finance Authority.

(d) Any refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued with such details as the Governmental Unit may provide by ordinance or resolution, but without any impairment of any contractual obligations imposed upon the Governmental Unit by any proceedings authorizing the issuance of any unrefunded portion of such outstanding obligations of any one or more issues (including, but not necessarily limited to, this Loan Agreement).

Section 5.6 Investment of Governmental Unit Funds. Money on deposit in the Debt Service Account created hereunder may be invested by the Finance Authority or its designee in Permitted Investments at the written direction of the Governmental Unit or, in the absence of such written direction of the Governmental Unit, at the discretion of the Finance Authority. Any earnings on Permitted Investments shall be held and administered in the Debt Service Account and utilized in the same manner as the other moneys on deposit therein for the benefit of the Governmental Unit.

Section 5.7 Governmental Unit May Budget for Payments. The Governmental Unit 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 defray any insufficiency of Pledged Revenues to pay Loan Agreement Payments; provided, however, the Governmental Unit has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

ARTICLE VI

THE PROJECT

Section 6.1 Agreement to Acquire and Complete the Project. The Governmental Unit hereby agrees that in order to effectuate the purposes of this Loan Agreement and to effectuate the acquisition and completion of the Project, it shall make, execute, acknowledge and transmit any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and, in general do all things which may be requisite or proper to acquire and complete the Project.

The Governmental Unit agrees to acquire and complete the Project through the application of moneys to be disbursed by the Finance Authority pursuant to Section 6.2 of this Loan Agreement.

Section 6.2 Disbursements. So long as no Event of Default shall occur, the Finance Authority or its designee shall disburse moneys to pay a requisition upon receipt and approval by the Finance Authority or its designee of a requisition substantially in the form of Exhibit "C" attached hereto signed by an Authorized Officer of the Governmental Unit, with required supporting documentation.

Section 6.3 Completion of the Acquisition of the Project. Upon completion of the acquisition of the Project, which shall occur no later than two (2) years after the Closing Date, unless a later date is approved as provided in Section 4.1(b) of this Agreement, an Authorized

Section 7.4 Compliance with Applicable State and Federal Laws. During the Loan Agreement Term, the Governmental Unit shall comply with all applicable State and federal laws, including, without limitation, the following:

(a) For all contracts, the Governmental Unit shall comply with the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or its local procurement ordinances and regulations, as applicable.

(b) For all construction contracts awarded in excess of \$10,000, the Governmental Unit shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 12, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. chapters 40 and 60). In addition, for all contracts, the Governmental Unit shall comply with all State laws and regulations and all executive orders of the Governor of the State pertaining to equal employment opportunity.

(c) For all contracts awarded for construction or repair, the Governmental Unit shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in Department of Labor regulations (29 C.F.R. part 3).

(d) For all construction subcontracts, and subgrants of amounts in excess of \$100,000, the Governmental Unit shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 7606), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 15). In addition, for all contracts, the Contractor shall comply with all applicable State laws and regulations and with all executive orders of the Governor of the State pertaining to protection of the environment.

(e) For all contracts the Governmental Unit shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with section 362 of the Energy Policy and Conservation Act (42 U.S.C. § 6322).

(f) For all contracts in excess of \$2,000 the Governmental Unit shall comply with applicable standards of the Davis-Bacon Wage Act (40 U.S.C. § 3141 et seq.), as amended and supplemented, relating to wages paid to laborers and mechanics employed by contractors and sub-contractors on a Project funded directly by or assisted in whole or in part by and through the Governmental Unit.

(g) For all contracts, the Governmental Unit shall comply with the requirements of the Environmental Protection Agency's Program for Utilization of Minority and Women's Business Enterprises set out in Title 40, Chapter I, Subchapter B, Part 33 of the Code of Federal Regulations.

The Finance Authority or its designee shall have the right to review all contracts, work orders and other documentation related to the Project that it deems necessary to assure compliance with applicable laws, rules and regulations, and may conduct such review as it deems appropriate prior to disbursing funds for payment of an Approved Requisition.

Section 7.5 Lien Status. The Loan Agreement Payments constitute an irrevocable lien (but not necessarily an exclusive lien) upon the Pledged Revenues. The Governmental Unit covenants that the Loan Agreement Payments and any Parity Obligations herein authorized to be issued and from time to time outstanding shall be equitably and ratably secured by a lien on the Pledged Revenues and shall not be entitled to any priority one over the other in the application of the Pledged Revenues regardless of the time or times of the issuance of such obligations, it being the intention of the Governmental Unit that there shall be no priority between the Loan Agreement Payments and any such Parity Obligations regardless of the fact that they may be actually issued and delivered at different times.

Section 7.6 Expeditious Completion. The Governmental Unit shall complete the Project with all practical dispatch.

ARTICLE VIII

PREPAYMENT OF LOAN AGREEMENT PAYMENTS

The Governmental Unit is hereby granted the option to prepay the Principal Component of this Loan Agreement in whole or in part on any day without penalty or prepayment premium, beginning one (1) year after the Closing Date. The Governmental Unit may designate the due date or due dates of the Principal Component or portions thereof being prepaid in the event of a partial prepayment. Any such prepayment shall include accrued interest to the redemption date of the corresponding Bonds to be redeemed, if any, and notice of intent to make such prepayment shall be provided to the Finance Authority or its designee by the Governmental Unit no less than forty-five (45) days prior to the prepayment date. The Finance Authority or its designee shall recalculate the Loan Agreement Payments due under this Loan Agreement in the event of a partial prepayment in a manner which is consistent with the manner in which the Bonds, if any, are prepaid.

ARTICLE IX

INDEMNIFICATION

From and to the extent of the Pledged Revenues and to the extent permitted by law, the Governmental Unit shall and hereby agrees to indemnify and save the Finance Authority and its designee, if any, 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 Loan Agreement Term, from: (i) any act of negligence of the Governmental Unit or breach of any covenant or warranty by the Governmental Unit 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 Agreement proceeds and interest on the investment of the Loan Agreement proceeds. The

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 Governmental Unit admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts 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 Governmental Unit 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 to protect its interests.

Section 10.2 Remedies on Default. Whenever any Event of Default has occurred and is continuing and subject to Section 10.3 hereof, the Finance Authority may take any or all of the following actions as may appear necessary or desirable to collect the payments then due and to become due or to enforce performance of any agreement of the Governmental Unit in this Loan Agreement:

(a) By mandamus or other action or proceeding or suit at law or in equity to enforce the rights of the Finance Authority under this Loan Agreement against the Governmental Unit, and compel the Governmental Unit 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) By suit in equity enjoin any acts or things which are unlawful or violate the rights of the Finance Authority; or

(c) Intervene in judicial proceedings that affect this Loan Agreement or the Pledged Revenues; or

(d) Cause the Governmental Unit to account as if it were the trustee of an express trust for all of the Pledged Revenues and Aggregate Disbursements (except the Expense Fund Component); or,

(e) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Loan Agreement or enforce any other of its rights thereunder.

Section 10.3 Limitations on Remedies. A judgment requiring a payment of money entered against the Governmental Unit may reach only the available Pledged Revenues.

Section 10.4 No Remedy Exclusive. Subject to Section 10.3 of this Loan Agreement, no remedy herein conferred upon or reserved to the Finance Authority is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder as 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 Finance Authority

Dona Ana, New Mexico 88032

If to the Finance Authority, then to:

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

And if to Finance Authority's designated servicing agent for this Loan Agreement, if any, at the address to be provided by the servicing agent. The Governmental Unit and the Finance Authority may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 11.2 Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Finance Authority, the Governmental Unit and their respective successors and assigns, if any.

Section 11.3 Amendments. This Loan Agreement may be amended only with the written consent of the Finance Authority and the Governmental Unit, except as provided in Section 4.1(b) of this Loan Agreement. The consent of the Finance Authority for amendments not affecting the terms of payment of the loan component of this Loan Agreement may be given by an Authorized Officer of the Finance Authority. The execution of any such consent by and 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 Loan Agreement.

Section 11.4 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Loan Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Finance Authority, either directly or through the Finance Authority or against any officer, employee, director or member of the Governing Body, 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 Governing Body or of the Finance Authority is hereby expressly waived and released by the Governmental Unit and by the Finance Authority as a condition of and in consideration for the execution of this Loan Agreement.

Section 11.5 Severability. In the event that any provision of this Loan Agreement, other than the requirement of the Governmental Unit to pay hereunder, 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 11.6 Execution in Counterparts. This Loan 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.

IN WITNESS WHEREOF, the Finance Authority, on behalf of itself has executed this Loan Agreement, which was approved by the Finance Authority's Board of Directors on September 25, 2014, in its corporate name with its corporate seal affixed hereto and attested by its duly authorized officers; and the Governmental Unit has caused this Loan Agreement to be executed in its corporate name and the seal of the Governmental Unit affixed hereto and attested by duly authorized officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

[SEAL] By _____
Robert P. Coalter, Chief Executive Officer or Designee

ATTEST:

By _____

Prepared for Execution by Officers of the Finance Authority:

VIRTUE & NAJJAR, PC
As Loan Counsel to the Finance Authority

By _____
Richard L.C. Virtue

Approved for Execution by Officers of the Finance Authority:

By _____
Daniel C. Opperman, General Counsel

EXHIBIT "A"

TERM SHEET

LOAN NO. 3227-DW

**TO THE DONA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION,
DONA ANA COUNTY, NEW MEXICO**

Governmental Unit:	Dona Ana Mutual Domestic Water Consumers Association, Dona Ana County, New Mexico
Project Description:	The project will consist of water projects in Fairview Estates and Picacho Hills. The Fairview Estates project consists of replacing the 1.5 inch diameter lines with 6-8 inch diameter lines, connecting the Fairview lines to the Dona Ana Mutual Domestic Water Consumers Association water system thus no longer using the two wells, and installing fire hydrants in the community. The Picacho Hills project consists of replacing an old water tank with two new storage tanks. The two new water tanks will be sized for the current homes plus a 20 year estimated growth projection.
Pledged Revenues:	"Net Revenues" means the Gross Revenues of the System owned and operated by the Governmental Unit minus Operation and Maintenance Expenses of the System, indirect charges, amounts expended for capital replacements and repairs of the System, required set asides for debt and replacement requirements and any other payments from the Gross Revenues reasonably required for operation of the System.
Currently Outstanding Parity Obligations for Pledged Revenues:	NMFA Loan 2868-DW, Matures in 2035; 2013 NMED-RIP Loan, Matures in 2033; and 2014 NMED-RIP Loan, Matures in 2034.
Currently Outstanding Senior Obligations:	2001 USDA Loan, Matures in 2041; 2013 USDA Loan, Matures in 2053.

EXHIBIT "B"

LOAN AGREEMENT PAYMENT SCHEDULE

[SEE ATTACHED]

WIRING INFORMATION

BANK NAME:	
ACCOUNT NUMBER:	
ROUTING NUMBER:	

Please indicate if this Business is considered a

<input type="checkbox"/> SBE (Small Business Entrepreneur)	<input type="checkbox"/> MBE (Minority Business Entrepreneur)	<input type="checkbox"/> WBE (Women owned business Entrepreneur)	<input type="checkbox"/> N/A
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(Attach SBE/MBE/WBE Certification)

Each obligation, item of cost or expense mentioned herein is for costs of the Project, is due and payable, has not been the subject of any previous requisition and is a proper charge for requisition and payment.

Each obligation, item of cost or expense mentioned herein is not for costs related to the purchase of land or easement.

All representations contained in the Loan Agreement and the related closing documents remain true and correct and the Dona Ana Mutual Domestic Water Consumers Association is not in breach of any of the covenants contained therein.

If this is the final requisition, payment of costs of the Project is complete or, if not complete, the Dona Ana Mutual Domestic Water Consumers Association understands its obligation to complete the acquisition and installation of the Project and shall complete the acquisition and installation of the Project from other legally available funds.

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

DATED: _____

By: _____

Authorized Officer

(Print name and title)