



*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 May 16, 2019, 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 5-2-2019 Regular Board Meeting

#### Approval of New Members & Meters

#### Customer Issues and Public Input

2. Ricky Christian – Concerns Regarding Meter Installation Fees
3. Mike Hart – El Camino Real Pavement
4. Mike Guzman – El Camino Real Pavement

*Public Input will be limited to 3 minutes per person*

#### Board President Report

#### Staff Reports

5. Executive Director

#### New Business

#### Consent Agenda

None

#### Unfinished Business

6. Approval of Amended Resolution 2019 – 04 – Water Rights
7. Approval of Task Order #1 for Contract #2018-01

#### 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 needs 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 Stephanie Suggs at (575) 526-3491 on the Tuesday 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, May 2, 2019 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 Melton called the meeting to order at 9:00 a.m. and called roll:

Vice President – Jamie Stull, Present

Secretary/Treasurer – Kurt Anderson, Present

Board Member – Paul Maxwell, Present

A Quorum was declared

### **Others in Attendance:**

Legal Counsel – Josh Smith

Members of the Public – James, Melendrez, Kevin Whiteley, Patrick Woods, Wes Leneapey (sp?), Martin Pillar, David Ballard, Samantha Barncastle-Salopek, Ken Thurston

### **Approval of Agenda**

Dr. Anderson moved to approve the agenda for the May 2, 2019 Regular Board Meeting as presented; the motion was seconded by Dr. Maxwell. The Chair called for discussion of the motion. Ms. Horton is on an extended leave of absence so there is not an Executive Director Report. Item Seven also needs to be removed as the paving contract is not ready. Dr. Anderson amended his motion to accept the minor changes. Dr. Maxwell

seconded the motion. The Chair called for a vote on the amended motion. The motion carried by roll call vote 4-0.

### **Minutes**

Dr. Anderson moved to approve the Regular Board Meeting Minutes of April 16, 2019 as presented; the motion was seconded by Dr. Maxwell. The Chair called for discussion of the motion. Dr. Maxwell requested his questions be exact in the meeting minutes and not a summarization; specifically, on page three when Dr. Maxwell inquired about a status update and information regarding the wastewater treatment plant (WWTP) in District Five. Dr. Anderson amended is motion to accept the changes; Dr. Maxwell seconded the motion. The Chair called for a vote on the amended minutes; the motion carried by roll call vote 4-0.

### **New Members & New Meters**

Dr. Anderson moved to approve the New Members and New Meters list as presented. Mr. Stull seconded the motion. The Chair called for discussion of the motion. We have eight (8) names on the list; seven are new members. The Chair called for a vote on the motion; the motion carried by roll call vote 4-0.

### **Customer Issues and Public Input**

Mr. James Melendrez approached the Board as he is the owner of the property in question that Ms. Adrianna Sanchez has submitted concerns about. Ms. Sanchez is moving a mobile home onto Mr. Melendrez property. An estimate of costs for both water and wastewater was provided. Ms. Sanchez has expressed concerns regarding the sewer fees and insists that there is a sewer connection to the Association. A sewer stub out was located on the property, however there is no indication of there ever being a connection to the Association collection system. Mr. Melendrez confirmed there has never been a sewer

connection, only the stub out, as the property has a septic tank. Mr. Melendrez also confirmed that there used to be two meters on the property many years ago. Mr. Melendrez requested the secondary meter be pulled as he was only using it for landscaping. He later rented the property out, but when his tenant moved out the meter was pulled. Dr. Maxwell inquired when the meters were pulled. Mr. Melendrez advised one meter was pulled over twenty years ago and the second meter was pulled about eighteen years ago. Mr. Melton clarified the original Request to Address the Board was to determine what fees applied to this property. Mr. Melendrez confirmed that both meters were pulled which means that a new connection must be established with all applicable fees and policies in place. Mr. Melendrez does not agree with the connection fees, however he is leaving the payment up to whomever moves on to the property. Mr. Melton explained we do not become involved with how the fees are paid, but the membership and responsibility will be in Mr. Melendrez's name as he is the parcel owner. We do offer a Landlord Agreement if he wants Ms. Sanchez to be billed directly, however the responsibility of the final billing is held by the owner. Mr. Melendrez understood.

Mrs. Samantha Barncastle- Salopek approached the Board on behalf of her clients regarding the newly adopted policy 2019-04. Mrs. Barncastle-Salopek advised while many understand the need for this kind of water rights policy, the abruptness of the effective date has caused many concerns. Now developers are looking for an opportunity to craft a policy that works well for all parties involved to resolve the issues prior to the possibility of any litigation. Mrs. Barncastle-Salopek explained her clients are requesting an opportunity to meet with the Association to create a pathway forward and further define the details in the policy. Developers claim uncertainty with how much water to bring to the table. The Association's current estimation is one-half acre foot per lot, however Mrs. Barncastle-Salopek claims many homes may not use this much water. Who gets the excess water that is not used? The lack of water rights available in the market has caused prices to go through

the roof. Instead of fair market value, the pricing for water rights has reached ten to fifteen thousand dollars per acre foot. One of her clients does have a letter of intent for water rights, but given the size of his subdivision the price is now quite high and unexpected. The Board asked for Legal Counsel Mr. Smith's input. Mr. Smith confirmed this policy has created an unintended consequence. Water rights are not available at this time and the one party who holds adequate water rights has extremely high prices. Many entities do have a policy similar to this one however there is a caveat that each situation has the potential to be reviewed on a case by case basis.

Mrs. Barncastle-Salopek explained the issue is not the policy itself, but the abruptness of implementing the policy and needing further transparency in the details. For example, what is the basis for the cut off of pre-1960 water rights? If the condition remains solely pre-1960 then no water rights are available; this comes from farmers only. Dr. Maxwell clarified that the specifics of the policy may need some fine tuning to avoid unintended consequences. We are very concerned about water rights. Our policies are designed specifically to ensure the future of our community.

Mr. Ballard from Desert View approached the Board to explain the goal is not to be confrontational. They have been researching water rights, but the pricing has become expensive. Mr. Ballard is also looking for clarification of how many units per share. He claims two units per share is excessive as he is building smaller lots. His company has held back on their plan submission to try to resolve this policy. They are asking for some time and leeway on the existing subdivisions as the details of the policy are discussed. Mr. Ballard suggested a workshop to try to work together to resolve the issues. Timing is everything and commitments were made prior to this policy being instated. The Board acknowledged the urgency of the matter.

Dr. Anderson believes decent water rights with fair market value are closer to ten thousand dollars. Mr. Smith advised the idea of this policy is that we have many large developments coming in that will put a burden on the Association's water rights plan that

is in place. The burden is now being placed on the developers; no one is attempting to stop development. We can review the policy in place to attempt to move forward.

Mr. Ken Thurston approached the Board regarding his subdivision, Vista Rancho, for three hundred and fifty acre lots. He received a letter of commitment one year, six months ago. This policy adoption does endanger his subdivision. What happens if he cannot obtain the water rights or a letter of no service is issued? Mr. Smith confirmed some areas are issuing letters of no service due to a lack of water rights. Some areas cannot bring on a new connection for an individual who's well went out within the service area. Mr. Thurston explained he has been unable to find water rights, but is hoping to avoid litigation.

Mr. Melton advised we will place this as an item for Unfinished Business on the agenda for our next Regular Board Meeting, and Mr. Smith will provide insight on a potential path forward.

Mr. Eugene Petit did not attend the meeting to complete his Request to Address the Board of Directors.

### **Board President Report**

Mr. Melton thanked Dr. Maxwell in responding to membership concerns. Mr. Melton referred to the Association policies for current fees regarding Ms. Sanchez's customer input concerns and the pricing for water and wastewater services. The Radium Springs Rehabilitation Project is progressing. Mr. Melton acknowledged the water outages are frequent as the construction continues. He has spoken with Ms. Horton as she temporarily works from home while on her leave of absence. Mr. Melton does have a personal appointment the week of the next Regular Board Meeting, but does anticipate attending if all goes well with his appointment.

## **Staff Reports**

None

## **New Business**

None

## **Unfinished Business**

Dr. Anderson moved to approve to Renew the Legal Services Agreement with Watson Smith, LLC; the motion was seconded by Mr. Stull. The Chair called for discussion of the motion. This is our standard yearly renewal. The Chair called for a vote on the motion. The motion carried by roll call vote 4-0.

## **Open Discussion**

Dr. Maxwell stated he thought he was straightforward when he asked about the status and information regarding the WWTP in the last Regular Meeting. The anticipated stop work that was in progress was discussed. After the meeting he spoke with an individual from his district who advised Dona Ana County placed their own stop work order due to a lack of landscaping required for a permit at the WWTP. Dr. Maxwell claimed he was surprised this was not discussed in detail at the meeting. Dr. Maxwell represents a group of people who have issues with Dona Ana Water, and questioned why the landscape issue was not discussed in detail? Mr. Melton advised the topic of landscaping was briefly touched upon at the last meeting. He asked Mr. Smith if the landscape was resolved and Mr. Smith confirmed it was. Mr. Melton clarified the actual work stoppage was waiting on the delivery of items for construction. The landscape was resolved without any issues. Mr. Melton stated when a major construction project is in progress in a confined area it is not feasible to install landscaping until after the construction is complete. At the same time when the permit presented landscape, it was not the proper time of year for planting. Dr.

Maxwell stated he is looking to work to move forward in a professional and transparent way that allows him to mitigate issues his district presents to him. Dr. Maxwell feels the Association took on the legal obligation when the permit was pulled to fulfill the commitments. Mr. Melton confirmed we were able to resolve the issues with the County during our scheduled stop work. Mr. Melton advised as the Board President he has been tracking the landscape issue. This did not affect day to day operations of the Association or the construction progress, and as such he has always worked with the discretion of not bringing forward every small item that would turn each meeting into a three-hour block. Dr. Maxwell feels the more information he has the better position he holds in his district and is requesting further transparency. The Board agreed.

Dr. Anderson inquired about the paving on El Camino Real; the roadway is difficult. Mr. Melton explained the contract was pulled today due to pricing issues. Mr. Stull witnessed our operators watering the road as drivers are going too fast and on the wrong side of the road. It is dangerous. We do have signs posted. Mr. Melton advised as soon as we can resolve the pricing issues, we will be able to pave. There is urgency in resolving this, but we are legally bound by procurements requirements.

Dr. Anderson expressed interest in discussing our current water rights fee at \$3500 an acre foot. Mr. Melton addressed the unfortunate circumstance of the price hike for water rights and can understand the points brought forward today that need to be reviewed.

Mr. Melton advised there is a member who sent an email expressing concerns with needing a larger meter, however only a few Board Members received the notice. Mr. Melton will forward the message to the Board Members who did not receive the original notice. Dr. Anderson confirmed our base rates are charged off the size of the meter. Mr. Stull requested to go back to the fee for water rights. He can appreciate both sides regarding this issue. Mr. Smith explained we need to have the option to review each situation on a case by case. We do not want to stop responsible development. The Association engineers may have the opportunity to review the water usage data available to determine the



appropriate water rights fee. Dr. Maxwell added we want to encourage sustainability with the responsibility. Dr. Anderson explained our water rights fee needs to be reviewed for actual fair market pricing. Mr. Smith advised the policy can be modified and the effective date reviewed to provide the opportunity to address the concerns presented. The Board discussed the Association 'will serve' letters address that the policies are subject to anything currently in effect and have a finite period.

Dr. Maxwell stated he visited the new tank site in Picacho Hills, and the fence gate may need to be adjusted as there is currently a large gap.

### **Adjournment**

Dr. Maxwell moved to adjourn at 11:17 a.m., with a second from Mr. Stull. The Chair called for a vote on the motion. The motion carried by roll call vote 4-0.

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Kurt Anderson  
Secretary/ Treasurer

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Date

**May 9, 2019 New Meter New Members**

		<b>District</b>	<b>Meter Inst.</b>	<b>Water Right</b>	<b>Impact fee</b>	<b>MF</b>	<b>Sewer Conn</b>	<b>Sewer Imp.</b>	<b>Other Fees</b>	<b>Tax</b>	<b>Total Cost</b>
Desert View Homes	1594 Santa Thomas	3	\$ 1,255.00	\$ 1,750.00	\$ 1,642.00	EM				\$ 233.60	\$ 4,880.60
Desert View Homes	1582 Santa Thomas	3	\$ 1,255.00	\$ 1,750.00	\$ 1,642.00	EM				\$ 233.60	\$ 4,883.60
Desert View Homes	3051 La Union	3	\$ 1,255.00	\$ 1,750.00	\$ 1,642.00	EM				\$ 233.60	\$ 4,880.60
Stephanie Escobedo	5485 La Paloma Ct	2				\$ 75.00			\$ 60.00	\$ 6.75	\$ 141.75
Eduardo Tapia	3046 San Lorenzo	3				\$ 75.00			\$ 60.00	\$ 6.75	\$ 141.75
Patricia Amaya	4178 Aurora Star	3				\$ 75.00			\$ 60.00	\$ 6.75	\$ 141.75
Cynthia Cervantes	4182 Aurora Star	3				\$ 75.00			\$ 60.00	\$ 6.75	\$ 141.75
Desert View Homes	1523 Pueblo Bonito	3	\$ 1,255.00	\$ 1,750.00	\$ 1,642.00	EM				\$ 233.60	\$ 4,880.60
Desert View Homes	1566 Pueblo Bonito	3	\$ 1,255.00	\$ 1,750.00	\$ 1,642.00	EM				\$ 233.60	\$ 4,880.60
Desert View Homes	3030 San Miguel	3	\$ 1,255.00	\$ 1,750.00	\$ 1,642.00	EM				\$ 233.60	\$ 4,880.60
Desert View Homes	1598 Santa Thomas	3	\$ 1,255.00	\$ 1,750.00	\$ 1,642.00	EM				\$ 233.60	\$ 4,880.60
Desert View Homes	1545 Santa Thomas	3	\$ 1,255.00	\$ 1,750.00	\$ 1,642.00	EM				\$ 233.60	\$ 4,880.60
Desert View Homes	1566 Santa Thomas	3	\$ 1,255.00	\$ 1,750.00	\$ 1,642.00	EM				\$ 233.60	\$ 4,880.60
Tony Trevino	620 Loomis	4				\$ 75.00			\$ 60.00	\$ 6.75	\$ 141.75
Steve Heinzer	6814 Via Campestre	5				\$ 75.00			\$ 60.00	\$ 6.75	\$ 141.75
Dauglas Benson	1448 Fairway Village	5				\$ 75.00			\$ 60.00	\$ 6.75	\$ 141.75
Sabrina Reese	115 Armadillo	1				\$ 75.00			\$ 60.00	\$ 6.75	\$ 141.75
Melissa J Barela	1402 Del Rio Dr	4				\$ 75.00			\$ 60.00	\$ 6.75	\$ 141.75
Ricardo E. Salas	4467 Valle De Luz	3				\$ 75.00			\$ 60.00	\$ 6.75	\$ 141.75
Gregorio Gomez	4435 Dona ana Rd	3				\$ 75.00			\$ 60.00	\$ 6.75	\$ 141.75
Kimberly Armstrong	102 De la O	1				\$ 75.00			\$ 60.00	\$ 6.75	\$ 141.75
Robert Abercrombe	4620 Tetakawi	4				\$ 75.00			\$ 60.00	\$ 6.75	\$ 141.75
Brian R. De La O	4913 Northfield	2				\$ 75.00			\$ 60.00	\$ 6.75	\$ 141.75
Eva M. Ramirez	4186 Aurora Star Ct	3				\$ 75.00			\$ 60.00	\$ 6.75	\$ 141.75
Armando Hernandez	3023 San Elizario	4				\$ 75.00			\$ 60.00	\$ 6.75	\$ 141.75
Jakki Gallegos	2834 San Elizario	4				\$ 75.00			\$ 60.00	\$ 6.75	\$ 141.75
Sayda Nolasco	4185 Aurora Star	3				\$ 75.00			\$ 60.00	\$ 6.75	\$ 141.75
Corrina Mueller	4174 Aurora Star	3				\$ 75.00			\$ 60.00	\$ 6.75	\$ 141.75
Amner C. Molina	601 King Edwards	2				\$ 75.00			\$ 25.00	\$ 5.00	\$ 105.00
Danielle Romero	3055 San Elizario	3				\$ 75.00			\$ 60.00	\$ 6.75	\$ 141.75
Matthew Franco	5479 Valle Alegre	2				\$ 75.00			\$ 60.00	\$ 6.75	\$ 141.75
Terry Hull	8005 Willow Bloom	5	\$ 1,255.00	\$ 1,750.00	\$ 1,642.00	\$ 75.00	\$ 1,560.00	\$ 1,943.00	\$ 25.00	\$ 412.50	\$ 8,662.50
Kim Allen	10210 Tuscany Dr	5				EM			\$ 60.00	\$ 3.00	\$ 63.00
Dennis W. Denton	4229 Fireweed	3				\$ 75.00			\$ 60.00	\$ 6.75	\$ 141.75
Daniel R. Coffman	24 Las Casitas	5				\$ 75.00			\$ 60.00	\$ 6.75	\$ 141.75
Gumercindo Ochoa	920 Wiley Ave	1	\$ 1,255.00	\$ 1,750.00	\$ 1,642.00	\$ 75.00			\$ 25.00	\$ 237.35	\$ 4,984.35
Masson Rosian	1049 La Quinta	5				WM					

**May 9, 2019 New Meter New Members**

		<b>District</b>	<b>Meter Inst.</b>	<b>Water Right</b>	<b>Impact fee</b>	<b>MF</b>	<b>Sewer Contr</b>	<b>Sewer Imp.</b>	<b>Other Fees</b>	<b>Tax</b>	<b>Total Cost</b>				
JoAnn Dunker	7126 Justin Ln		5			WM									
Sharon Boling	1101 Boling Ln		5			WM									
Clifford Tyrce	1180 Boling Ln		5			WM									
Robert Martinez	1022 La Quinta		5			WM									
David Mouttlet	5955 Quesenberry		5			WM									
Robert Parish	1302 Baudin Pl		5			WM									
Michael Kmetz	11412 Boling Ln		5			WM									
Justin D Allen	991 Supreme Ct		5			WM									
Craig Judica	2885 Supreme Ct		5			WM									
Steven R Torres	1053 La Quinta		5			WM									
Rye Kinzer	5890 Quesenberry		5			WM									
Joseph Nevarez	966 Weinrich #5		5			WM									
Melvin J. Klein	1094 La Quinta St		5			WM									
Gary Worth	6529 Justin Ln		5			WM									
Justin D Allen	991 Supreme Ct		5			WM									
Nina Michael	885 Supreme Ct		5			WM									
Debra White	985 Shakespeare		5			WM									
Mary A. Pribillo	5508 Quesenberry		5			WM									
							<b>\$ 13,805.00</b>	<b>\$ 19,250.00</b>	<b>\$ 18,062.00</b>	<b>\$ 1,950.00</b>	<b>\$ 1,560.00</b>	<b>\$ 1,943.00</b>	<b>\$ 1,515.00</b>	<b>\$ 2,915.50</b>	<b>\$ 61,003.50</b>

EM - Existing Member

WM-West Mesa Acquisition



Request to Address the Board of Directors

Date: 5-6-19

Account Number: 07-06784-02

Phone Number: 575/570-5450

Name: Ricky Christian

Service Address: 118509 Sunrise Vista Ln

I, Ricky Christian, request to be heard at the next regular monthly Board of Directors Meeting\*. I would like to address the Board of Directors on the following concerns:

Regards To Meter Reinstall Charge

I understand that this office will contact me, by phone or email no later than the Tuesday before the meeting scheduled on May 14, 2019, with an approximate time to appear before the Board of Directors.

\*Please indicate all that apply below to address your concerns:

Time Requested 30 minutes

Handouts

\*The request form must be received by the Executive Director no later than the close of business one week prior to the board meeting. If you plan to use a handout you must provide the handouts along with the request form. No additional handouts shall be given during the presentation.

[Signature]  
Customer Signature

[Signature]  
Dona Ana MDWCA Representative  
Dona Ana MDWCA  
MAY 06 2019  
Received by: [Signature]



Request to Address the Board of Directors

Date: 5/8/2019

Account Number: 02-04542-02

Phone Number: 575-523-4860

Name: Mike Hart

Service Address: 110 Dormilon Rd Las Cruces, NM 88007

I, Mike Hart, request to be heard at the next regular monthly Board of Directors Meeting\*. I would like to address the Board of Directors on the following concerns:

Re-paving El Camino Real where pavement was removed for utility installation

I understand that this office will contact me, by phone or email no later than the Tuesday before the meeting scheduled on 5/16/2019, with an approximate time to appear before the Board of Directors.

\*Please indicate all that apply below to address your concerns:

Time Requested 15 minutes

Handouts

\*The request form must be received by the Executive Director no later than the close of business one week prior to the board meeting. If you plan to use a handout you must provide the handouts along with the request form. No additional handouts shall be given during the presentation.

Mike Hart  
Customer Signature

Cynthia Amador  
Dona Ana MDWCA Representative





Request to Address the Board of Directors

Date: MAY 08, 2019

Account Number: 030392601

Phone Number: 575-644-6913 cell

Name: MIKE GUZMAN

Service Address: 3144 EL CAMINO REAL, LCNM 88007  
129 BUBBWAY LANE, " "

I, MIKE GUZMAN, request to be heard at the next regular monthly Board of Directors Meeting\*. I would like to address the Board of Directors on the following concerns:

Health & environmental problems caused by Dona Ana  
Water not paving El Camino Real after construction  
was completed.

I understand that this office will contact me, by phone or email no later than the Tuesday before the meeting scheduled on MAY 16, 2019 9AM, with an approximate time to appear before the Board of Directors.

\*Please indicate all that apply below to address your concerns:

Time Requested 10 minutes

Handouts

*Advised due before*  
*\* 5:00 pm 05.09.2019*  
*gg*

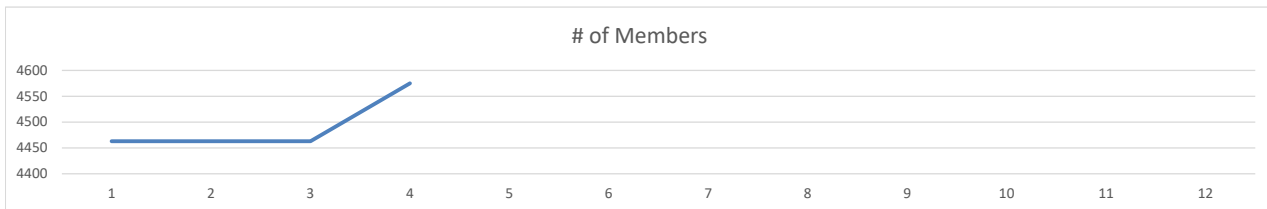
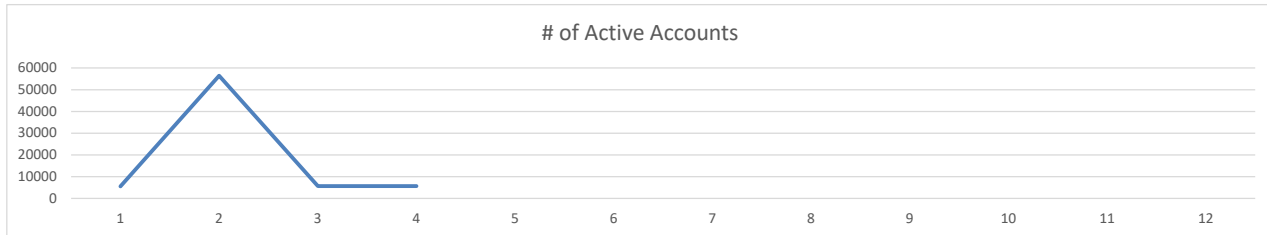
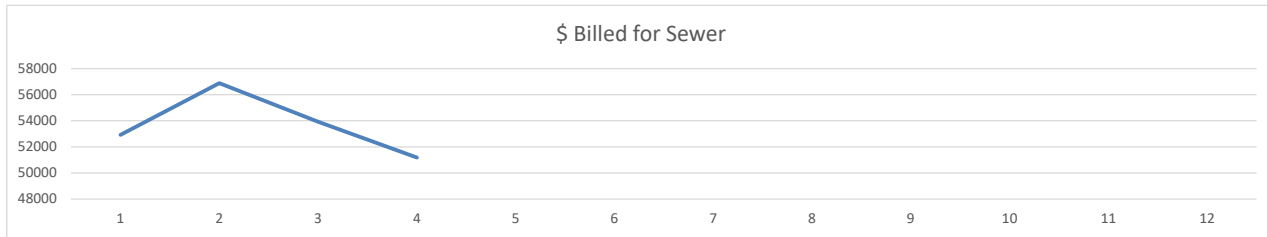
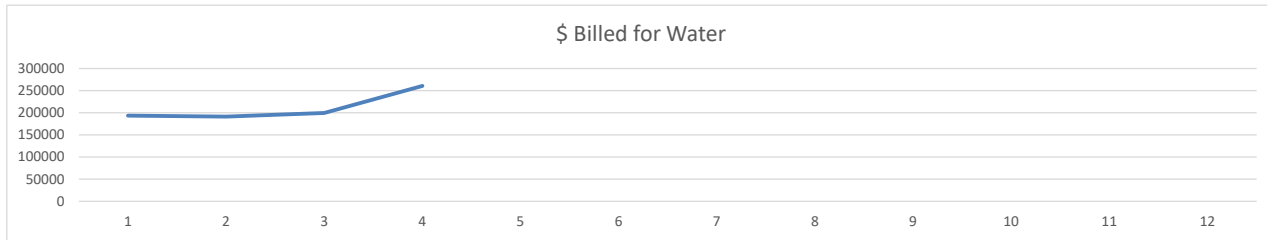
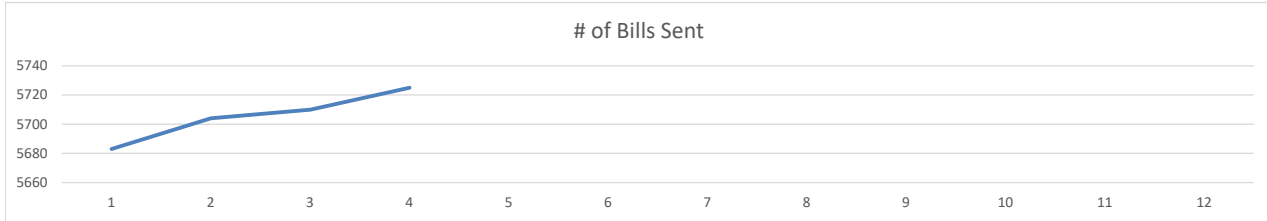
\*The request form must be received by the Executive Director no later than the close of business one week prior to the board meeting. If you plan to use a handout you must provide the handouts along with the request form. No additional handouts shall be given during the presentation.

[Signature]  
Customer Signature

[Signature]  
Dona Ana MDWCA Representative

## 2019 Billing Summary

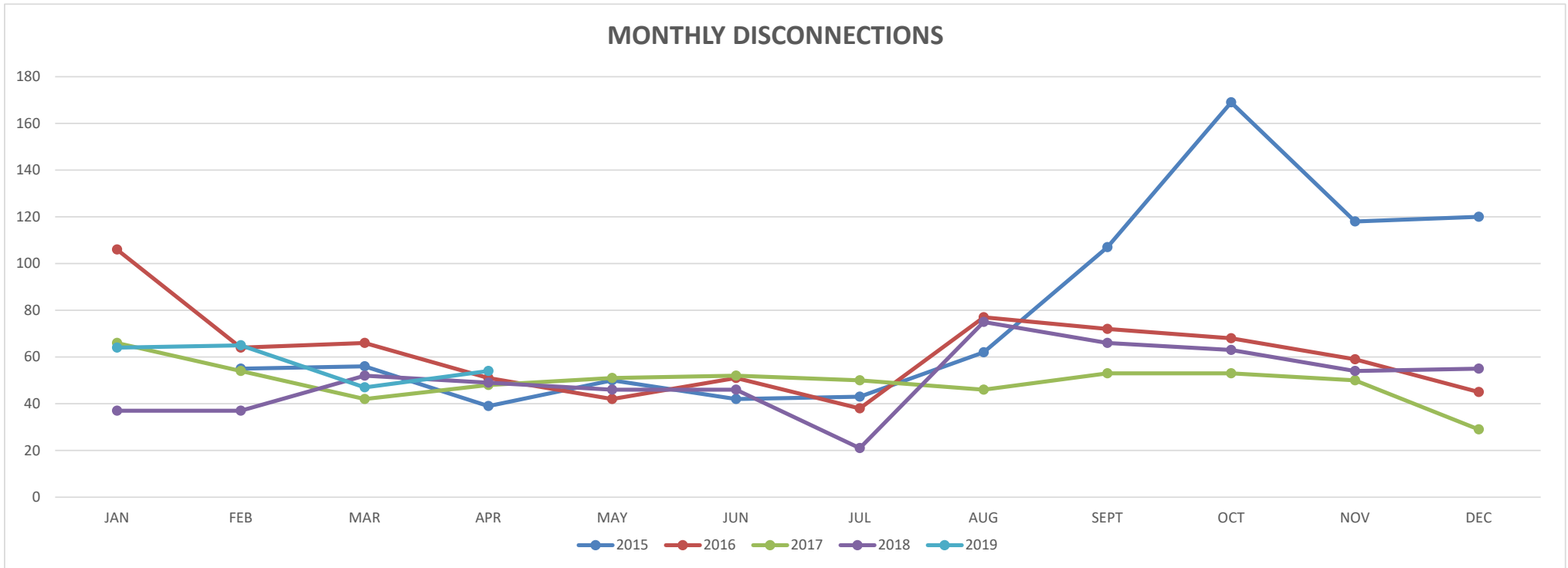
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
# of Bills Sent	5683	5704	5710	5725								
\$ Billed for Water	193439	191424	199515	260734								
\$ Billed for Sewer	52924	56886.5	53925	51184.3								
# of Active Accounts	5532	56422	5654	5673								
# of Members	4463	4463	4463	4575								



# DOÑA ANA WATER SYSTEMS PUMPING DATA

## Monthly Disconnections

Year	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	Yearly Total
2015		55	56	39	50	42	43	62	107	169	118	120	861
2016	106	64	66	51	42	51	38	77	72	68	59	45	739
2017	66	54	42	48	51	52	50	46	53	53	50	29	594
2018	37	37	52	49	46	46	21	75	66	63	54	55	601
2019	64	65	47	54									230

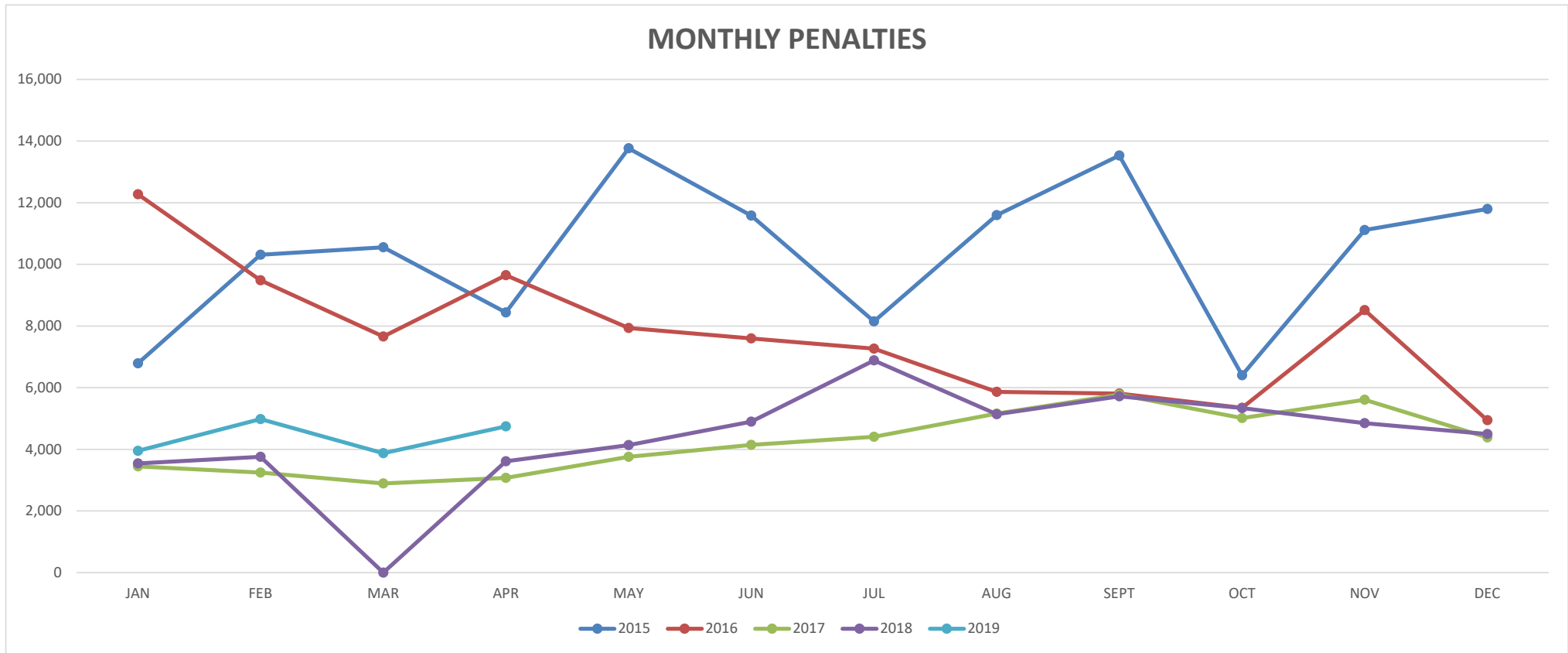




# DOÑA ANA WATER SYSTEMS PUMPING DATA

## Monthly Penalties

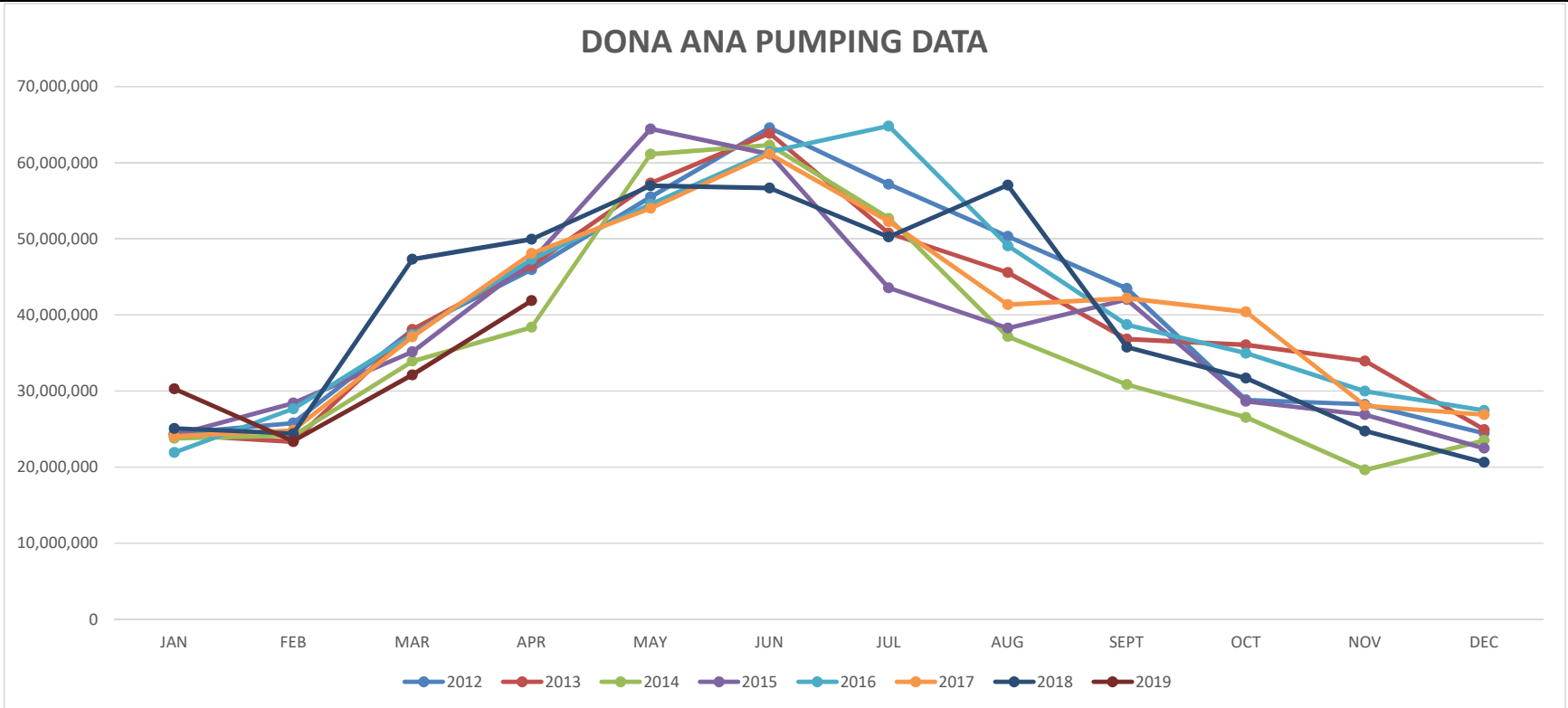
Year	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	Yrly. Gal. Total
2015	6,792	10,310	10,552	8,442	13,762	11,580	8,152	11,594	13,528	6,404	11,110	11,794	124,020
2016	12,275	9,482	7,656	9,650	7,938	7,600	7,263	5,866	5,808	5,345	8,513	4,942	92,339
2017	3,444	3,242	2,893	3,074	3,753	4,141	4,409	5,157	5,775	5,011	5,606	4,387	50,894
2018	3,540	3,759	0	3,612	4,135	4,894	6,883	5,138	5,720	5,341	4,846	4,498	52,365
2019	3,951	4,981	3,873	4,741									17,546



# DOÑA ANA WATER SYSTEMS PUMPING DATA

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

Year	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	Yrly. Gal. Total	Acre Feet
2012	24,432,587	25,782,264	38,044,794	45,962,262	55,513,568	64,595,847	57,170,585	50,339,544	43,466,702	28,850,122	28,243,781	24,453,634	486,855,690	1,494.105
2013	24,249,939	23,329,610	38,064,981	46,462,497	57,317,163	63,880,675	50,741,546	45,583,545	36,827,179	36,049,128	33,950,110	24,942,391	481,398,764	1,477.359
2014	23,766,965	24,148,114	33,926,528	38,390,499	61,134,851	62,314,015	52,701,447	37,175,209	30,841,408	26,531,104	19,621,484	23,514,412	434,066,036	1,332.100
2015	24,190,459	28,421,869	35,139,500	47,094,453	64,441,095	61,109,043	43,547,088	38,263,107	42,048,368	28,646,735	26,908,590	22,478,862	462,289,169	1,418.713
2016	21,917,333	27,667,934	37,409,118	47,305,711	54,528,331	61,418,100	64,814,800	49,086,700	38,724,900	34,980,100	29,969,000	27,447,400	495,269,427	1,519.926
2017	24,054,300	24,830,300	37,140,400	48,078,400	54,012,800	61,143,900	52,281,400	41,345,300	42,180,100	40,386,000	28,069,500	26,910,400	480,432,800	1,474.394
2018	25,094,900	24,402,000	47,324,100	49,927,700	56,965,200	56,685,900	50,245,500	57,047,500	35,777,500	31,686,700	24,746,700	20,608,400	480,512,100	1,474.637
2019	30,286,500	23,415,500	32,127,600	41,872,700									127,702,300	391.904

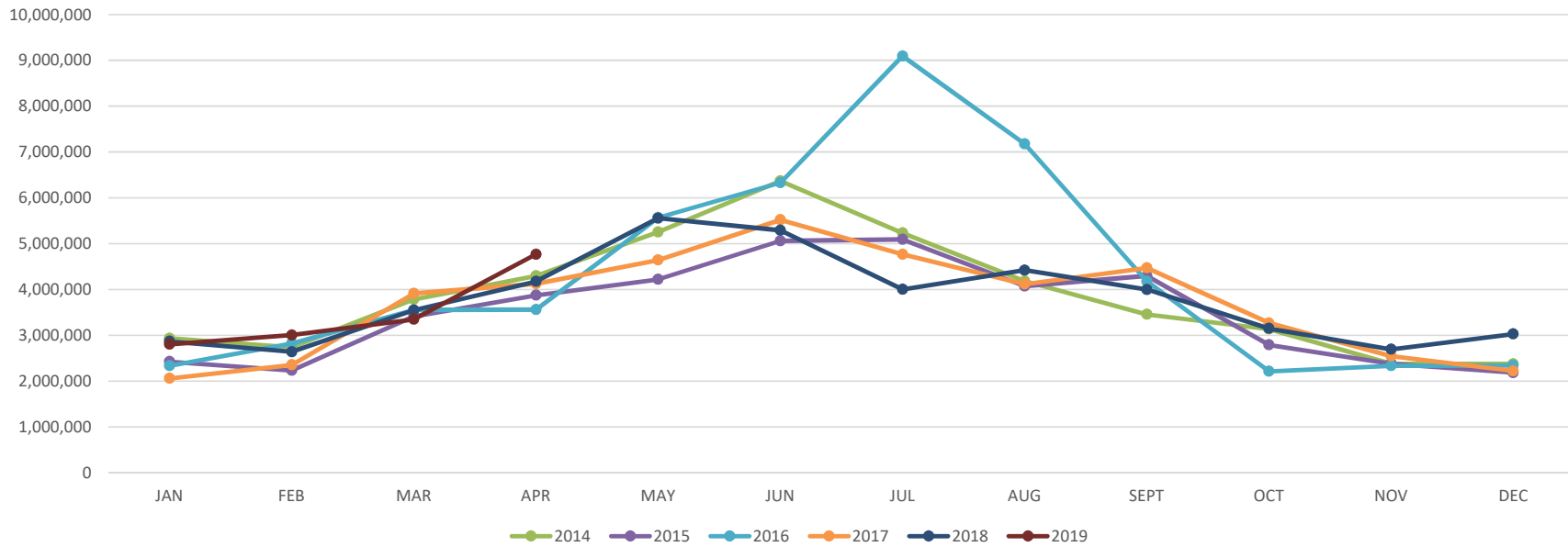


# DOÑA ANA WATER SYSTEMS PUMPING DATA

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

Year	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	Yrly. Gal. Total	Acre Feet
2014	2,933,000	2,738,994	3,784,702	4,294,279	5,251,524	6,367,011	5,229,115	4,179,437	3,453,971	3,132,991	2,377,540	2,371,998	46,114,562	141.520
2015	2,422,723	2,233,153	3,412,623	3,874,341	4,216,092	5,056,619	5,091,282	4,068,880	4,292,296	2,790,836	2,376,026	2,183,010	42,017,881	128.948
2016	2,331,220	2,822,148	3,549,071	3,555,730	5,567,131	6,325,250	9,094,146	7,172,737	4,176,932	2,210,441	2,333,818	2,341,439	51,480,063	157.987
2017	2,056,424	2,352,080	3,912,897	4,122,445	4,639,280	5,518,964	4,766,436	4,117,384	4,469,598	3,266,691	2,547,107	2,221,323	43,990,629	135.002
2018	2,865,083	2,637,475	3,543,190	4,173,535	5,554,918	5,287,491	3,998,802	4,420,288	3,997,085	3,149,882	2,692,123	3,026,692	45,346,564	139.163
2019	2,800,926	3,003,441	3,346,677	4,766,159									13,917,203	42.710

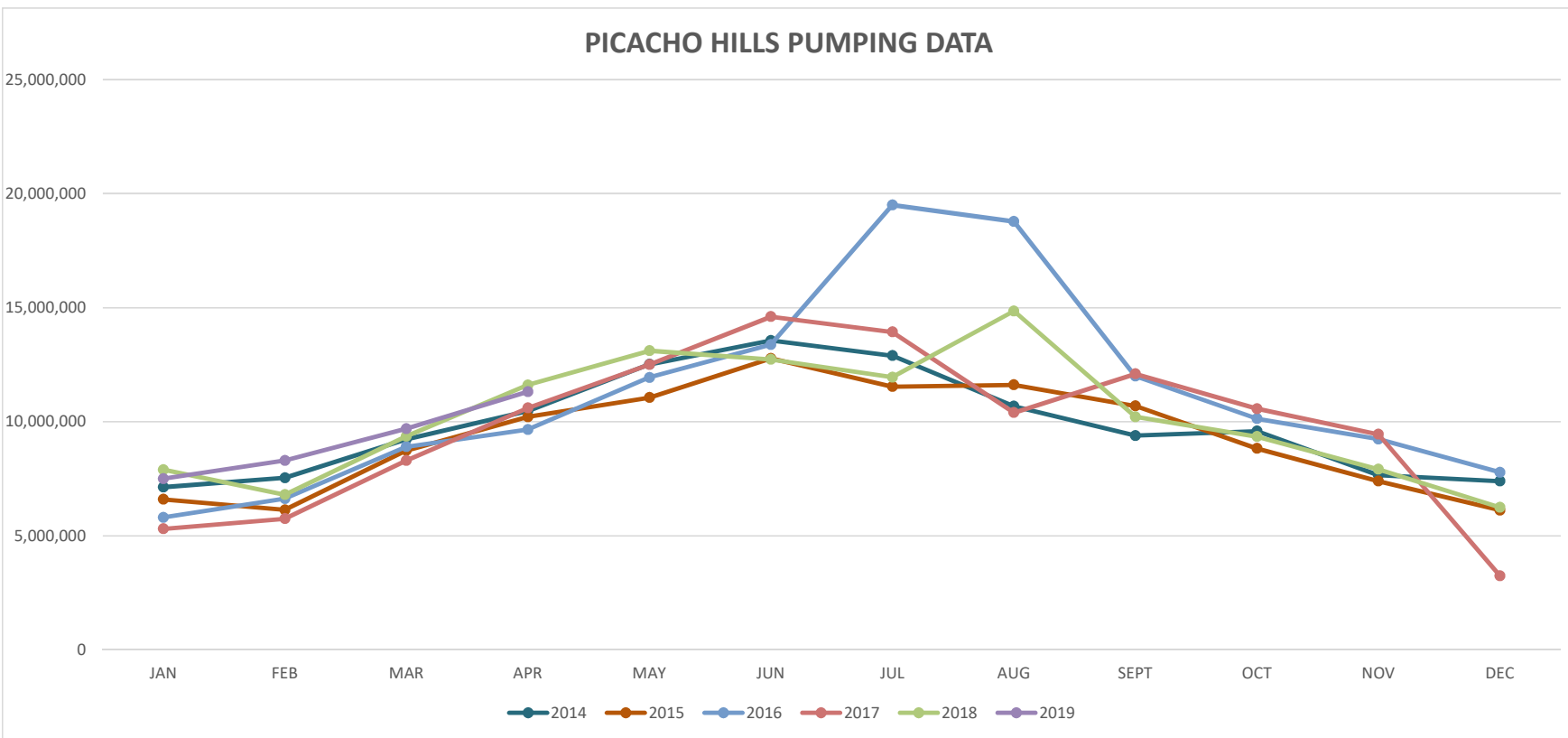
FT. SELEDEN PUMPING DATA



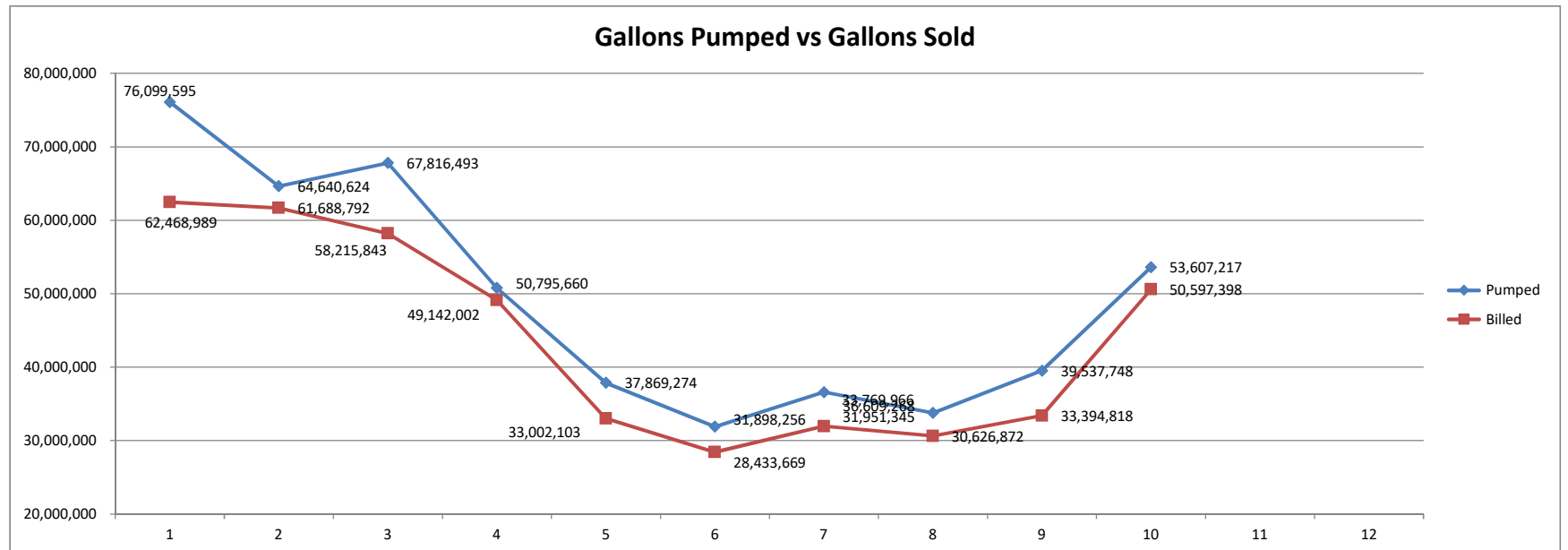
# DOÑA ANA WATER SYSTEMS PUMPING DATA

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

Year	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	Yrly. Gal. Total	Acre Feet
2014	7,127,600	7,538,000	9,229,176	10,473,776	12,509,408	13,558,832	12,891,892	10,678,512	9,388,149	9,588,205	7,655,945	7,394,480	118,033,975	362.233
2015	6,594,504	6,131,834	8,739,758	10,213,292	11,057,268	12,772,516	11,534,792	11,617,400	10,691,123	8,823,303	7,393,799	6,115,782	111,685,371	342.750
2016	5,803,070	6,625,130	8,903,256	9,656,308	11,938,800	13,382,000	19,500,100	18,774,500	11,995,200	10,128,400	9,237,600	7,779,700	133,724,064	410.384
2017	5,305,200	5,746,900	8,297,200	10,604,000	12,503,600	14,601,900	13,933,700	10,398,200	12,096,300	10,567,300	9,449,300	3,235,600	116,739,200	358.259
2018	7,894,000	6,796,600	9,361,300	11,608,600	13,111,700	12,731,900	11,951,200	14,852,200	10,213,600	9,342,400	7,913,000	6,242,100	122,018,600	374.461
2019	7,499,200	8,299,800	9,693,200	11,314,200									36,806,400	112.955



	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Yrly. Gal. Total
Pumped	76,099,595	64,640,624	67,816,493	50,795,660	37,869,274	31,898,256	36,609,268	33,769,966	39,537,748	53,607,217			492,644,101
Billed	62,468,989	61,688,792	58,215,843	49,142,002	33,002,103	28,433,669	31,951,345	30,626,872	33,394,818	50,597,398			439,521,831
Flushing/Breaks Unbilled													-
Water Loss	13,630,606	2,951,832	9,600,650	1,653,658	4,867,171	3,464,587	4,657,923	3,143,094	6,142,930	3,009,819	-	-	53,122,270
% of Loss	18%	5%	14%	3%	13%	11%	13%	9%	16%	6%	#DIV/0!	#DIV/0!	11%
<b>Picacho Hills/West Mesa</b>													
Pumped	12,474,700	11,958,100	12,640,000	10,691,900	8,928,400	6,995,000	7,321,800	7,412,500	8,969,100	11,759,200			99,150,700
Billed	10,337,690	11,022,093	10,455,784	10,095,446	7,302,604	5,743,357	6,921,602	7,326,539	7,255,081	10,405,766			86,865,962
Unbilled													-
Water Loss	2,137,010	936,007	2,184,216	596,454	1,625,796	1,251,643	400,198	85,961	1,714,019	1,353,434	-	-	12,284,738
% of Loss	17%	8%	17%	6%	18%	18%	5%	1%	19%	12%	#DIV/0!	#DIV/0!	12%
<b>Dona Ana/Radium/Fairview</b>													
Pumped	63,624,895	52,682,524	55,176,493	40,103,760	28,940,874	24,903,256	29,287,468	26,357,466	30,568,648	41,848,017	-	-	393,493,401
Billed	52,131,299	50,666,699	47,760,059	39,046,556	25,699,499	22,690,312	25,029,743	23,300,333	26,139,737	40,191,632	-	-	352,655,869
Unbilled	-	-	-	-	-	-	-	-	-	-	-	-	-
Water Loss	11,493,596	2,015,825	7,416,434	1,057,204	3,241,375	2,212,944	4,257,725	3,057,133	4,428,911	1,656,385	-	-	40,837,532
% of Loss	18%	4%	13%	3%	11%	9%	15%	12%	14%	4%	#DIV/0!	#DIV/0!	10%



# **Dona Ana Mutual Domestic Water Consumers Association**

## **Amended Resolution Number 2019-04**

**WHEREAS**, the Board of the Dona Ana MDWCA met at the regularly scheduled board meeting at the Dona Ana MDWCA Offices, Dona Ana, New Mexico on Thursday \_\_\_\_\_, 2019 at 9:00 a.m.; and

**WHEREAS**, water rights are necessary for the Association to provide clean drinking water to its customers; and

**WHEREAS**, the development of land within the association service area for residential purposes requires increased amounts of water and water rights for the Association; and

**WHEREAS**, the Association policies effective July 1, 2018 require new connections and new developments to provide water rights or pay a water rights fee when connecting to the system; and

**WHEREAS**, the Board desires to require developers of subdivisions comprised of ten (10) lots or more, regardless of lot size, to provide water rights to the Association to meet the needs of the subdivision;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of the Dona Ana MDWCA that the following policy applied to all applications for water service submitted to the Board by subdividers, developers or commercial users beginning July 1, 2019 unless the Applicant has submitted a Dona Ana County approved subdivision plat by June 30, 2019

1. Any development proposing to connect to the Association that is comprised of ten (10) lots or more shall be required to transfer ownership of sufficient water rights to meet the needs of the subdivision.
2. The developer must provide the Association with the water rights information at the time service is requested so that the proposed water rights can be evaluated for suitability.
3. The water rights transferred to the Association must be groundwater rights with a priority date not later than 1960 in the amount of  $\frac{1}{2}$  of an acre foot per year (consumptive use) for each house, single family residential lot, or residential unit (i.e. within multiple unit apartments, etc. sought to be served by Dona Ana Mutual Domestic Water Consumers Association. The Association shall determine on a case by case basis, the water rights conveyance requirement for commercial, industrial or similar type of use other than residential, that is proposed to be served by the Association, if it has the ability to serve such commercial or industrial uses.
4. The Office of the State Engineer may also determine the amount of water rights required to serve the effected land to be a different quantity. The Board of Directors shall accept the larger of the amount of needed water rights as between the Office of the State Engineer's determination and the Board's as set forth in this policy.

5. Prior to connecting any new connections in a subdivision, the developer must change the point of diversion and place of use of the water rights to the Association's closest point of diversion.
6. Upon approval by the Office of the State Engineer of the change of place of use and point of diversion, the developer shall transfer ownership of the water rights to the Association.
7. Where it can be shown to the satisfaction of the Association that a parcel of land identified in an application does not have appurtenant pre-1960 groundwater rights and after due diligence and reasonable efforts the Developer is unable to obtain sufficient water rights, the Association in its discretion may allow the Developer to pay to the Association a sum equivalent to the value of the amount of water necessary to offset the consumptive use that would result from the existing and future development of the lands effected in the application. Until changed by Resolution of the Board of Directors, the sum is fixed at \$3,500 per acre-foot of groundwater rights and \$\_\_\_\_\_ per acre foot of consumptive use EBID surface water rights. The cash payment shall be made at a time designated by the Board of Directors, after considering the application, but shall be before delivering water service. The manner of payment shall be determined by the Board of Directors of the Association.
8. The Association shall determine the acceptability of all groundwater or surface water rights proposed for conveyance and may reject those deemed inadequate due to later priority dates or other matters of concern to the Association based upon Office of the State Engineer records, EBID records or other public records.



9. All conveyances of water rights provided for in this policy shall comply with applicable laws of the State of New Mexico, rules and regulations and applicable permit or license conditions of the New Mexico Office of the State Engineer.

10. If any portion of this policy shall be declared unconstitutional or invalid by a judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not effect any of the remaining portions of this policy.

11. This policy shall be interpreted pursuant to the laws of the State of New Mexico.

Passed by the Board of the Dona Ana MDWCA this \_\_\_\_\_ day of May 2019.

Seal:

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Jim Melton, President

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Jamie Stull, Vice-President

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Kurt Anderson, Secretary/Treasurer

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, District 3

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Paul Maxwell, District 5

**Doña Ana MDWCA  
Contract Number #2018-01 On-Call Engineering  
Task Order #1**

**ENGINEERING CONSTRUCTION PHASE SERVICES  
SCOPE OF SERVICES, FEES AND SCHEDULE**

**PROJECT: Rancho Del Gallo Force Main and Vacuum Station Construction Observation**

The ENGINEER is providing professional engineering services to the Doña Ana MDWCA (Association) for the construction of Rancho Del Gallo Force Main, Collection, and Vacuum Station (the Project).

This Scope of Services defines the work, deliverables, and related fees for the Project's construction phase work tasks. Tasks of the individual phases are described in detail below. Throughout this document the terminology "Owner" refers to the Association and "Engineer" or "Surveyor" refers to BHI.

**I. Project Infrastructure Description**

**A. Project Infrastructure Description**

The Project work scope will address the following project infrastructure elements:

- Rancho Del Gallo Force Main
- Rancho Del Gallo Collection Line Completion
- Rancho Del Gallo Vacuum Station

***Project Assumptions***

The following assumptions have been made for the construction of the Rancho Del Gallo Sewer Project:

- The project was designed by Underwood Engineering, and will be separately defined as the Engineer of Record (EOR) for this project.
- All utility, access, and construction permitting has been issued.
- Souder Miller and Associates reviewed and approved all project submittals.
- Smithco Construction is the General Contractor, and is directly contracted with Cruces Equity Partners, and will be defined as the Contractor.

## II. CONSTRUCTION PHASE SCOPE OF SERVICES

### Task 1: Construction Administration

**Objective:** Document project compliance with the contract documents, specifications and plans as the work progresses. Provide effective communications, coordination, meetings and project management between the Owner, the Engineer, EOR, and the Contractor during construction of the Project.

**Approach:** Engineer will provide construction administration of the construction contract on behalf of the Owner to include the following:

1. Provide administration of the construction contract as required and defined in the Conditions of the Contract for Construction. The extent of the Engineer's duties and responsibilities and the limitations of his authority thereunder shall not be modified without the Owner's written consent.
2. Be the representative of the Owner during the construction phase and shall advise and consult the Owner. Instructions to the Contractor shall be forwarded only through the Engineer. The Engineer shall have authority to act on behalf of the Owner only to the extent provided in the Contract Documents and any amendments thereto.
3. Create an online project management documentation system to develop, store, maintain, and update all pertinent project information during the construction, start-up and performance evaluation phase. The Engineer will use a construction management software or BHITracker software to track Requests for Information (RFIs), Design Revisions, Submittals/Shop Drawings, Pay Requests, Change Orders and Field Reports. Field reports will be generated weekly based on daily inspection reports of the Resident Project Representative(s). All key personnel and agencies will be provided access to the software website using a user name and password. Once access is established, BHITracker will allow the user access to the documentation so that they have the latest information available to them at all times. BHI's assigned "gatekeeper" will monitor and facilitate the flow of information. Email notifications will keep each party responsible, aware if they have any outstanding items pending. BHITracker automatically will log the information, and will provide a quick print out for use during progress meetings.
4. EOR shall render interpretations of the documents necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the Contractor, and shall render written decisions within a reasonable time on all claims, disputes, and other matters in question between the Owner and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents. Interpretations and decisions of the EOR shall be consistent with the requirements and intent of the Contract Documents and shall be in written or graphic form. The Owner / EOR's decisions in matters relating to functional and aesthetic result shall be final if consistent with the requirements of the Contract Documents.

### **Assumptions:**

1. The Construction Phase will commence with the execution of the Contract for Construction and ends with the final payment to the Contractor.
2. The construction period designated in the contract documents is assumed to be 150 calendar days for substantial completion and 180 calendar days to final inspection. Any changes in the project schedule may require an amendment to this scope of work and the

- related compensation to the Engineer.
3. The extent of the duties, responsibilities, and limitations of authority of the Engineer as the Owner's representative during construction shall not be modified or extended without written consent of the Owner and the Engineer.
  4. The Engineer, or their designated representatives, shall always have access to the Work, whether it is in preparation or progress.
  5. The Engineer, or their designated representatives, shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, subcontractors, or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.
  6. The Engineer shall have authority to reject Work which does not conform to the Contract Documents. Where rejected Work is not promptly corrected, the Engineer shall recommend to the Owner that the Work shall stop. Whenever, in the Engineer's professional opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, the Engineer will have authority to require special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work be then fabricated, installed, or completed.

***Deliverables:***

1. Pre-construction conference meeting agenda and minutes
2. Weekly Progress Reports through Project Tracker
3. All submittals previously approved by Souder Miller and Association will be uploaded to BHITracker.
4. Submittal log and review, RFI's, interpretations of documents, field directives, through BHITracker
5. Review of Contractor pay requests and change orders
6. Monthly invoices for Engineer's services

**Task 2: Part-Time Construction Observation**

***Objective:*** Provide one part-time Resident Project Representative(s) (RPR) and transportation during the construction of the project, for an assumed 6 months during the active field work at 20-hours per week. Through the observations of such RPRs, the Engineer shall provide further protection for the Owner against defects and deficiencies in the Work to determine that the Work is carried out in conformance with the plans and specifications.

***Approach:*** The RPR, on behalf of the Engineer, will provide construction observation of the construction contract on behalf of the Owner to include the following:

**Coordination:**

1. Act as Owner's agent at the site as directed by and under the supervision of Engineer. The RPR's dealings in matters pertaining to the on-site work shall in general be with Owner and the Contractor. RPR's dealings with subcontractors shall only be through or with full knowledge and approval of the Contractor. Serve as Owner's liaison with Contractor, working principally through the Contractor's superintendent and assist in understanding

- the intent of the contract documents.
2. Coordinate the activities of the materials testing laboratory and other special consultants retained by Contractor or Owner to perform special services during the course of the Work.
  3. Organize, schedule, direct and otherwise attend meetings with the Contractor, Owner, and other parties affected by the Work, such as preconstruction conferences, progress meetings, job conferences and other project related meetings. Prepare and circulate copies of minutes thereof.
  4. Accompany visitors representing the public or other agencies having jurisdiction over the project; record these visits and results of these visits, and report to Owner.
  5. Report to Owner when clarification and interpretations of contract documents are needed and transmit to Contractor clarifications and interpretations as issued.
  6. Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to Owner. Transmit to Contractor decisions as issued by Owner and Engineer.
  7. Consult with Owner in advance of scheduled major tests, inspections, start of important phases of Work or delivery of items furnished by Owner.

Documentation:

1. Record names, addresses, and telephone numbers of all emergency services, public and private utilities, contractors, subcontractors, and major suppliers of materials and equipment.
2. Review the progress schedule, schedule of shop drawings and schedule of values prepared by the Contractor and consult with Owner concerning acceptability.
3. Record dates of receipt of material samples received from the Contractor at the site and notify Owner of the availability of samples for examination.
4. Maintain at the jobsite orderly files of correspondence, reports of job conferences, approved shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, Owner's and Engineer's clarifications and interpretations of contract documents, progress reports, requests for payment, and other project related documents.
5. Keep a daily record of Contractor hours on the job-site, staffing levels, equipment in use, weather conditions, data relative to questions of work directive changes, change orders or changed conditions, list of jobsite visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; make daily reports of all inspection personnel available to Owner using BHITracker
6. Using BHITracker: compile a complete photographic journal of the project progress; include photos of construction processes, completed work, severe weather conditions; take photos on both a random and scheduled basis showing changes in the project site from designated locations over the course of the project.
7. Compile and distribute a written progress report of project progress on a weekly basis to Owner, Contractor and other parties designated by Owner.
8. Insure that the Contractor updates on a regular basis and maintains one set of project documents to be designated "as-built drawings" at the end of the construction phase. Insure that the documents are turned over to the Engineer at the end of the project for incorporation into the contract documents and submission to Owner.

### Inspection:

1. Be present at the jobsite during at least 50% of the time of all work hours in which the Contractor, subcontractors, or other parties to the project are performing Work covered by the contract documents that is essential to project function, performance and aesthetic quality.
2. Monitor Contractor progress with the Work, evaluate Contractor work force and equipment dedicated to the project and report to Owner on acceptability of the same throughout the course of the project.
3. Advise Owner, Engineer, EOR, and Contractor of the commencement of any Work for which approved shop drawings or samples have not been received by RPR at the site.
4. Conduct on-site observations of the work in progress to determine if the work is proceeding in accordance with the contract documents.
5. Issue non-conformance reports to the Contractor for any work not in substantial compliance with the contract documents. Report to Owner, EOR and Engineer whenever RPR believes that any work is unsatisfactory, faulty or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise Owner of work the RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
6. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents.
7. Submit to Contractor a list of observed items that will require completion or correction prior to issuing a certificate of substantial completion.
8. Participate in a final inspection in the company of Owner, EOR, Engineer, the Contractor and other interested parties; prepare a final list of items to be completed or corrected. Insure that punch list items are completed, and consult with Owner concerning final acceptance of the project.
9. Prepare a final construction report for the project outlining project conditions, events, progress, and other pertinent aspects. Identify project specifics that worked well and other areas that can be improved for future reference for other projects.

Limitations of Authority: in conjunction with the above Scope of Work, the RPR shall not:

1. Authorize any deviation from the contract documents or substitution of materials or equipment unless authorized by EOR and Owner either verbally or by written order.
2. Exceed limitations of Engineer's authority as set forth in the contract documents.
3. Assume any of the responsibilities of the Contractor, subcontractors, or contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents.
5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.
6. Authorize Owner to occupy the project in whole or in part.

**Assumptions:**

1. Engineer will provide inspection personnel and all equipment necessary to perform the functions as described.
2. Specialized inspection and testing equipment, if any, will be provided by the Contractor as specified in the construction contract documents.

**Deliverables:**

1. Daily Activity Reports through BHITracker
2. Photo journal of project progress through BHITracker
3. Verification of Contractor pay requests and change orders

**III. SERVICE FEES**

Compensation for services of ENGINEER (including direct costs, markups and cost of subcontracted services) will be as outlined below. All amounts shown are exclusive of New Mexico Gross Receipts Tax.

Invoicing will be based on percent complete of task or cumulative completion of subtasks associated with the work under the task. All amounts shown below are lump sum except tasks indicated to be time and materials not-to-exceed (T&M NTE). Lump sum amounts shown include all direct costs, markups, and cost of subcontracted services associated with the task. Changes to these amounts will only be accomplished by written amendment to this scope and approved by the OWNER.

**CONSTRUCTION PHASE SERVICE FEES:**

<b>Task</b>	<b>Description</b>	<b>Type</b>	<b>Fee Amount</b>
1	Construction Administration	(T&M NTE)	\$12,000
2	Part-Time Construction Observation	(T&M NTE)	\$50,000
<b>Construction Phase Services Subtotal:</b>			<b>\$62,000</b>

**REIMBURSABLE EXPENSES:**

Reimbursable expenses including: reproduction of construction documents, postage/shipping, and vehicle mileage will be invoiced at cost with no markups or fee added.

Reimbursable Expenses (Time and Materials Not to Exceed) \$2,000

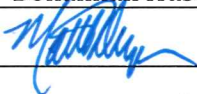
**TOTAL CONSTRUCTION PHASE FEE (Exclusive of NMGRT) \$64,000**

**IV. PROJECT SCHEDULE**

The time periods for the performance of ENGINEER's services are will be in accordance with the contract schedule in the construction documents and Notice to Proceed date to the Contractor.

Estimated construction time is approximately six months from notice to proceed to substantial completion, and a further 30 days for final inspection and close out documentation.

**AGREED AND RECOMMENDED:**

Engineer: Bohannon Huston, Inc.  
Signature:   
Title: Sr. Vice President  
Date: 9/15/19

**APPROVED:**

Client Dona Ana MDWCA  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date \_\_\_\_\_