



*Doña Ana Mutual Domestic Water Consumers Association Mailing
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Ledesma Dr. • Las Cruces, NM 88007 (575) 526-3491 Office • (575) 526-
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Agenda

The following are the items for consideration at the Regular Board Meeting of the Doña Ana Mutual Domestic Water Consumers Association Board of Directors on February 18, 2021, convening at 9:00 a.m. via Zoom

Meeting ID: 856 7743 3910

Passcode: 854369

Call to Order & Roll Call

Approval of Agenda

Minutes

1. Minutes of February 4, 2021 Regular Meeting

Customer Issues and Public Input

Public Input will be limited to 3 minutes per person

Board President Report

Staff Reports

Unfinished Business

2. Approval of January New Members & New Meters
3. Approval of FY2020 Annual Audit
4. Approval of Contract 2018 – 03 Task #3 – Arroyo PER Contract – Bohannon Huston
5. Approval of Resolution 2021 – 03 Colonias Infrastructure Application
6. Approval of Contract for Water and Wastewater Services – New Mexico Rural Water

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
 - a. Hope Road Property
 - b. Combine and Commingle Application
 - c. Picacho Hills Permit
 - d. Well 7 Permit
2. Litigation and Threatened Litigation
 - a. Westmoreland Case
 - b. Moongate Case

Take action, if any on closed session items

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 Margo Lopez 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 Meeting of the Doña Ana Mutual Domestic Water Consumers Association Board of Directors, February 4, 2021 convened at 9:08 a.m. via Zoom.

Call to Order & Roll Call

President Melton called the meeting to order at 9:08 a.m. and called roll:

Vice President – Jamie Stull, Present (Zoom)

Secretary/Treasurer – Kurt Anderson, Present (Zoom)

Board Member – Paul Maxwell, Present (Zoom)

A Quorum was declared.

Others in Attendance:

Legal Counsel- Josh Smith (Zoom)

Executive Director- Jennifer Horton (Zoom)

Office Manager- Margo Lopez (Zoom)

Member- Jim Hayhoe (Zoom)

Approval of Agenda

Dr. Anderson moved to approve the agenda as presented; the motion was seconded by Mr. Stull. There was no discussion and the motion passed unanimously by roll call vote 4-0.

Minutes

Dr. Maxwell moved to approve the Regular Board Meeting Minutes of January 25, 2021 as presented; Dr. Anderson seconded. There were editorial changes suggested. Dr. Maxwell moved to approve the notes as amended, Dr. Anderson seconded, there was no further discussion, and the motion passed unanimously by roll call vote 4-0.

Customer Issues and Public Input

Mr. Jim Hayhoe was present.

Ms. Horton spoke on behalf of an elderly member who is unable to participate via Zoom to address the board. She further stated he is unable to participate telephonically as the audio portion is currently being worked on. Ms. Horton stated he wanted to address the board regarding his disagreement with his usage and reported an average bill of \$30 that escalated to \$60. She advised the board he was offered a data log and declined that option. She stated a work order was issued to check for leaks on the 2nd and the operator reported there were no leaks to the member and to staff. Ms. Horton further stated his usage is back down again. It was suggested to call the member to get more details to place on the agenda for the next scheduled meeting. President Melton stated he would be happy to call the member.

Board President Report

President Melton stated as suggested by Mr. Hayhoe and Dr. Maxwell at the last meeting, he and Ms. Horton have put together a proposal to be discussed in Board Open Discussion.

President Melton thanked Mr. Hayhoe for forwarding the references to the 2 bills previously discussed and shared the information with the board. He further mentioned

there was one proposal to increase contributions to PERA. President Melton wrapped up his report by stating staff is doing well.

Staff Reports

Ms. Horton reported there are no positive cases of COVID, and no one is out on COVID leave. Ms. Horton also stated she will have updates at the next meeting with all monthly reports.

New Business

None

Unfinished Business

Dr. Anderson moved the Approval to Award RFP 2021 – 01 Legal Services; the motion was seconded by Mr. Stull. The Chair called for discussion of the motion. Discussion was initiated by Ms. Horton. She stated an RFP was advertised for Legal Services and one proposal was received. She stated a complete proposal was submitted by Watson Smith, LLC and recommends awarding them. Ms. Horton further stated if awarded the next item would be the approval of contract for Watson Smith, LLC. There was no further discussion, and the motion passed unanimously 4-0.

Dr. Anderson moved the Approval of Contract for Watson Smith, LLC – Legal Services; the motion was seconded by Mr. Stull. The Chair called for discussion of the motion. Discussion was initiated by Ms. Horton. Ms. Horton stated this is the standard legal services agreement for legal representation in all general matters. Ms. Horton stated it is good for 5 months and up for renewal on a one-year term. She further stated it is good through June 2024 with an automatic renewal. However, the

Association does have the right to terminate after each year. There was no further discussion, and the motion passed unanimously 4-0.

Open Discussion

President Melton led discussion on the priority of the Association being able to provide clean, safe drinking water for the members. He further stated with such prioritization new sources of water need to be developed, maintained, and protected. President Melton and Ms. Horton have reviewed the ICIP top 5 and top 10 rankings to provide a proposal to achieve the overall goals for the Association. It was agreed to support the recommendation of developing a comprehensive master plan for water and wastewater infrastructure. The plan will help point out areas of focus and provide a guide going forward for the prioritization on the ICIP. Further discussion ensued.

Dr. Anderson inquired about water rights and the waiver criteria for developers and Ms. Horton clarified.

Dr. Maxwell discussed delinquent water bills and grant funding made available for the pandemic relief.

Dr. Maxwell briefly discussed the funds successfully obtained for the PER on the Arroyo's project in Picacho Hills, which he stated relates to the safety issue of the wastewater infrastructure.

Mr. Smith stated there are 3 programs made available for members to apply for assistance and further discussion ensued on public funding, grants, and the CARES Act.

President Melton advised there is currently no PER contract for the Arroyo's project in Picacho Hills and is not in a position without having a PER to consider seeking funding for contract on a design at this time. Ms. Horton advised Bohannon Houston is currently focusing on a \$15 million project along with many other projects, subdivision reviews, and the PER for the Picacho Hills Arroyo's project and further discussion ensued.

Dr. Anderson inquired about the sewer system on the East Central side. Ms. Horton explained it is currently at the bottom of the list however, with a master plan that may change.

Ms. Horton stated she would be working on an application for legislative funding and asked the board for direction on the priority of the project(s). It was agreed the priority of the funding should be established for a master plan to include water and wastewater and 2nd is the design for Picacho Hills Arroyo's issues.

Mr. Hayhoe asked if the master plan included storm water and Ms. Horton clarified the plan includes water and wastewater and the protection of those assets.

Adjournment

Dr. Maxwell motioned to adjourn at 10:54 a.m., with a second from Mr. Stull. The motion passed unanimously 4-0.

Kurt Anderson
Secretary/ Treasurer

Date

February 12, 2021

Jennifer Horton, Executive Director
Doña Ana MDWCA
5535 Ledesma Drive
Las Cruces, NM 88007

**RE: Contract Number #2018-03 – Engineering Services for Water
Task Order #3 – Picacho Hills Sanitary Sewer System Scour Mitigation
Study**

Dear Ms. Horton:

Bohannon Huston, Inc., (BHI) is pleased to provide the attached Task Order #3 – Picacho Hills Sanitary Sewer System Scour Mitigation Study. This agreement is for planning services only. This Project will be funded through the Capital Appropriation Project Doña Ana MDWCA Picacho Hills Arroyo Sewer Line, SAP 20-E2119-STB.

If acceptable, please execute and forward to Mr. Steven Deal for NMED approval. Once agreement is received, we will schedule an internal and client kickoff meeting for this project. If you have any questions, please contact me at 505-823-1000. Thank you and we look forward to working with you on this Task.

Sincerely,



Craig W. Hoover, PE
Senior Vice President
Water Resources

CWH/ab
Enclosures

Engineering ▲

Spatial Data ▲

Advanced Technologies ▲

**AGREEMENTS FOR ENGINEERING SERVICES
(Publicly Funded Project)**

THIS Agreement, made this _____ day of _____ 2021 (effective date) by and between Doña Ana MDWCA hereinafter referred to as the OWNER, and Bohannon Huston Inc. hereinafter referred to as the ENGINEER. This contract expires on _____.

The OWNER intends to construct a Project consisting of a sanitary sewer system scour mitigation study for Picacho Hills.

in Doña Ana County, State of New Mexico, which may be paid for in part with financial assistance from the United States of America acting through the United States Department of Agriculture – Rural Development, hereinafter referred to as USDA-RD; and/or through the United States Environmental Protection Agency, hereinafter referred to as EPA; and/or the New Mexico Environment Department, hereinafter referred to as NMED; and/or the New Mexico Finance Authority, hereinafter referred to as NMFA; and/or the New Mexico Department of Finance, hereinafter referred to as DFA; all collectively referred to as the Funding Agency. Neither the United States or the State of New Mexico nor any of its departments, agencies, or employees is or will be a party to this Agreement or any subagreement. The ENGINEER agrees to perform the various professional engineering services for the planning, design, and construction of said Project in accordance with the provisions of this Agreement.

CONTENTS

SECTION A - GENERAL PROVISIONS

1. General
2. Approvals
3. Responsibilities of the ENGINEER
4. Responsibilities of the OWNER
5. Changes
6. Termination of Contract
7. Payment
8. Time
9. Project Design
10. Audits and Access to Records
11. Subcontracts
12. Insurance
13. Environmental Conditions of Site
14. Mutual Waiver
15. Independent Contractor
16. Equal Employment Opportunity
17. Gratuities
18. Covenants Against Contingent Fees
19. Cost and Pricing Data on Federally
Funded Projects
20. Remedies
21. Assurance Against Debarment

SECTION B - ENGINEERING SERVICES

- Engineer Services During the Planning Phase
- Engineering Services During the Design Phase
- Engineering Services During the Construction Phase
- Engineering Services During the Operation Phase

SECTION C - SPECIAL PROVISIONS OR MODIFICATIONS

ATTACHMENTS

- Attachment I – Insurance - required
- Attachment II - Engineering Services During the Planning Phase
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be 75 calendar days from Authorization to proceed date. This phase expires on _____.
- Attachment III - Engineering Services During the Design Phase
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.

- Attachment IV - Engineering Services During the Construction Phase
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.
- Attachment V - Engineering Services During the Operation Phase
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.
- Attachment VI – Amendments to Agreements for Engineering Services
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.
- _____

SECTION A – GENERAL PROVISIONS

1. General

(a) This Agreement represents the entire and integrated Agreement between the OWNER and the ENGINEER for the Project and supersedes all prior negotiations, representations or agreements, either written or oral. In the event, any provisions of this Agreement or any subsequent amendment shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. The General provisions of this Agreement supersede any conflicting SPECIAL PROVISIONS.

(b) The OWNER and the ENGINEER each is bound and the partners, successors, executors, administrators and legal representatives of the OWNER and the ENGINEER are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement. Neither the OWNER nor the ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in the Agreement without written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Unless expressly provided otherwise in this Agreement:

(1) Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by the OWNER or the ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them; and

(2) All duties and responsibilities undertaken pursuant to this Agreement will be for sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.

(c) The ENGINEER will work closely with the OWNER to confirm all Funding Agency requirements are met.

(d) The ENGINEER will attend conferences and public hearings with the OWNER, at which representatives of the Funding Agency and interested parties will also be in attendance, and provide assistance in connection with such undertakings as provided for in the scope of work detailed in the Attachments.

2. Approvals

(a) This Agreement shall not become effective until reviewed and approved by the Funding Agency. Such approval shall be evidenced by the signature of a duly authorized representative of the Funding Agency in the space provided in the Attachments to this Agreement. The approval shall in no way commit the Funding Agency to render financial assistance to the OWNER. The Funding Agency is without liability for any payment hereunder, but in the event such assistance is provided, the approval shall signify that the provisions of this Agreement are consistent with the requirements of the Funding Agency.

(b) Review or approval of documents by or for the Funding Agency under this Agreement is

for administrative purposes only and does not relieve the ENGINEER or OWNER of their responsibilities to design, construct and operate the Project as required under law, regulations, permits and good management practices.

3. Responsibilities of the ENGINEER

(a) The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of design drawings, specifications, reports, and other services furnished by the ENGINEER under this Agreement. If this Agreement involves environmental measures or data generation, the ENGINEER shall comply with EPA quality assurance requirements that can be found on their website at <http://www.epa.gov/quality/index.html>. The ENGINEER shall keep the OWNER informed of the performance of the ENGINEER'S duties under this Agreement. The ENGINEER shall, promptly and without additional compensation, correct or revise errors or omissions in the design drawings, specifications, reports, and other services provided by ENGINEER under terms of this Agreement.

(b) The ENGINEER shall perform the professional services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement and applicable Funding Agency requirements in effect on the date of execution of any assistance agreement for this Project.

(c) The OWNER or Funding Agency review or approval of design drawings, specifications, reports, and other services furnished hereunder shall not in any way relieve the ENGINEER of responsibility for the technical adequacy of the work. Neither the OWNER nor Funding Agency review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of action arising out to the performance of this Agreement.

(d) The ENGINEER shall be, and shall remain, liable to the proportionate extent, in accordance with applicable law, for damages to the OWNER caused by the ENGINEER's negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the OWNER or OWNER-furnished data. The ENGINEER shall not be responsible for any time delays in the Project caused by circumstances beyond the ENGINEER'S control.

(e) The ENGINEER'S opinions of probable Construction Cost are to be made on the basis of the ENGINEER'S experience and qualifications and represent ENGINEER'S best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since the ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over Contractor's methods of determining prices, or over competitive bidding or market conditions, the ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost and project schedules will not vary from opinions of probable Construction Cost prepared by the ENGINEER. If the OWNER wishes greater assurance as to probable Construction Cost, the OWNER shall employ an independent cost estimator.

(f) During the Construction Phase, the ENGINEER shall not at any time supervise, direct, or have control over the Contractor's work, nor shall the ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of the Contractor to

comply with Laws and Regulations applicable to the Contractor's furnishing and performing the Work.

(g) The standard of care of all professional engineering and related services performed or furnished by the ENGINEER under this Agreement will be the care and skill ordinarily used by members of subject profession practicing under similar circumstances at the same time and in the same locality. The ENGINEER makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with the ENGINEER'S services.

(h) The ENGINEER's obligations under this clause are in addition to the ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that the OWNER may have against the ENGINEER for faulty materials, equipment, or work.

4. Responsibilities of the OWNER

(a) The OWNER shall designate in writing a person authorized to act as the OWNER's representative. The OWNER or its representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations promptly in writing.

(b) The OWNER shall be responsible for, and the ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by the OWNER to the ENGINEER pursuant to this Agreement. The ENGINEER may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement without responsibility for verifying accuracy of the OWNER furnished data and information.

(c) The OWNER shall provide to the ENGINEER full and free access to enter upon all property required for the performance of the ENGINEER's services under this Agreement.

(d) The OWNER may make and retain copies of documents for information and reference in connection with use on the Project by the OWNER. Such documents are not intended or represented to be suitable for reuse by the OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the ENGINEER will be at the OWNER's sole risk and without liability or legal exposure to the ENGINEER. Any verification or adaptation as stated above, will entitle the ENGINEER to further compensation at rates to be agreed upon by the OWNER and the ENGINEER.

5. Changes

(a) The OWNER and the ENGINEER may, at any time, with prior approval of the Funding Agency, make changes within the general scope of this Agreement in the services or work to be performed. Any such change must be in writing and approved by both parties to this Agreement. If such changes cause an increase or decrease in the ENGINEER's cost or time required to perform any services under this Agreement, whether or not changed by any order, the OWNER shall make an equitable adjustment and modify this Agreement in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within thirty (30) calendar days from the date it receives the OWNER's notification of change, unless the OWNER grants additional time before the date of final payment.

(b) No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the OWNER.

(c) All changes to the scope, cost or time of this Agreement and services described in the Attachments must be in writing and documented in Attachment VI – Amendment to Agreements for Engineering Services.

6. Termination of Contract

(a) This Agreement may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. Any termination must be in writing. No such termination may be effected unless the other party is given: 1) not less than fourteen (14) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and 2) an opportunity to cure the default with the terminating party before termination.

(b) This Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given: 1) not less than fourteen (14) calendar days written notice (delivered by certified, return receipt requested) of intent to terminate; and 2) an opportunity for consultation with the OWNER prior to termination.

(c) If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this agreement shall be made, but: 1) no amount shall be allowed for anticipated profit on unperformed services or other work; and 2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER's default. If the ENGINEER effects termination for default, or if the OWNER effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.

(d) Upon receipt of a termination action under paragraphs (a) or (b) above, the ENGINEER shall: 1) promptly discontinue all affected work (unless the notice directs otherwise); and 2) deliver or otherwise make available to the OWNER within fourteen (14) calendar days copies of all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement, whether completed or in process.

(e) Upon termination under paragraphs (a) or (b) above, the OWNER may take over the work and may award another party an Agreement to complete the work under this Agreement.

(f) If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the Agreement price shall be made as provided in paragraph 6(c) of this clause.

7. Payment

(a) The ENGINEER will submit to the OWNER for services rendered an itemized bill showing charges for such services accompanied by any additional documentation requested by the OWNER. Such invoices are limited to no more than one per month. Compensation will be based on the lump sum or standard hourly rate with a maximum method of payment as detailed

in the Attachments.

(b) The OWNER shall pay the ENGINEER applicable gross receipt taxes and reimbursable expenses at the rates set forth in the appropriate Attachment. The amounts payable to the ENGINEER for reimbursable expenses will be the project-related internal expenses, such as reproduction, and all invoiced external reimbursable expenses allocatable to the project, including consultants, multiplied by a factor of 1.1 (1.1 MAXIMUM). Mileage will be reimbursed at the current federally approved IRS rate. Mileage and per diem will not be multiplied by a factor. Reimbursable expenses shall not exceed the estimate in the Attachments without prior written approval of the OWNER, with Funding Agency concurrence. Copies of invoices from consultants, mileage logs, and receipts for which the ENGINEER is requesting reimbursement must accompany the ENGINEER'S invoice.

(c) The OWNER shall notify the ENGINEER of any disputed amounts in the invoices within fourteen (14) calendar days of receipt. If the OWNER contests an invoice, the OWNER may withhold only that portion so contested, and must pay the undisputed portion.

(d) Final Payment under this Agreement, or settlement upon termination of this Agreement, shall not constitute a waiver of the OWNER's claims against the ENGINEER under this Agreement.

(e) If the OWNER fails to make any payment due to the ENGINEER within forty-five (45) calendar days after the OWNER's receipt of the ENGINEER's invoice, the amount due to the ENGINEER shall be increased at the rate of 1.5% per month from said forty-fifth day. Any payment of interest under this contract is not reimbursable from grant or loan funds. In addition, after ten (10) calendar days' prior written notice, the ENGINEER may suspend services under this Agreement until the ENGINEER is paid in full. The OWNER waives any and all claims against the ENGINEER for any such suspension.

8. Time

(a) PROGRESS AND COMPLETION

1. The ENGINEER has prepared and the OWNER has approved a schedule for the performance of the ENGINEER's services. This schedule is reflected in the contract time(s) as detailed in the Attachment(s) and represents reasonable times in which to complete the services. The schedule includes reasonable times required for the OWNER and other applicable parties to the agreement to provide necessary information, provide any applicable services not included in the ENGINEER's Scope of Work and make decisions necessary for completion of the work. The schedule also includes reasonable allowances for review and approval times required by the OWNER and by public authorities having jurisdiction over the Project. The schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the OWNER, or for delays or other causes beyond the ENGINEER's reasonable control.
2. The ENGINEER shall proceed expeditiously, consistent with professional skills, with adequate forces to achieve completion within the Contract Time.
3. The OWNER shall not be liable to the ENGINEER for additional time or money if the ENGINEER submits a progress report expressing an intention to achieve completion of the Work prior to the Contract Time and then is not able to achieve intended accelerated

schedule regardless of the reason.

4. If the ENGINEER is delayed at any time in the commencement or progress of the Work by an act or negligence of the OWNER, changes in the Work as agreed upon by the OWNER and the ENGINEER in writing, or other causes beyond the ENGINEER'S control, then the Contract Time may be extended per Section 5 of this Agreement. Extensions of time not associated with modifications or changes to the Work shall not be allowed to increase the Contract amount for overhead or for any other reason and shall strictly apply toward liquidated damages, as found in Subsection (b) of this Section.
5. The ENGINEER shall promptly notify the OWNER in writing of any conditions that may delay delivery of work beyond the Contract Time.
6. The OWNER shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the ENGINEER'S performance of its Services.

(b) CONTRACT TIME AND LIQUIDATED DAMAGES

1. The ENGINEER agrees that the Services being provided under this Agreement will be performed regularly, diligently and without interruption at such rate of progress as will provide for completion within the Contract Time. It is expressly understood and agreed, by and between the ENGINEER and the OWNER, that the Contract Time is a reasonable time for completion of the Services, taking into consideration the usual conditions for performing the Services. The ENGINEER agrees to promptly notify the OWNER of delays in completing the services under this Agreement that are beyond ENGINEER'S control and for which a Contract Time extension will be requested. If the ENGINEER neglects, fails, or refuses to complete the Services within the Contract Time, including any time extension granted by the OWNER, then the ENGINEER agrees to pay the OWNER the amount specified in the Attachments, not as a penalty, but as liquidated damages.
2. The parties agree that the amount of the likely damages to the OWNER for such delay is difficult to ascertain at the time of execution of this Agreement, but that a reasonable estimate of such damages may be deducted from any monthly payments due to the ENGINEER, or from other monies being withheld from the ENGINEER, when a reasonable estimate of the expected date of completion can be determined by the OWNER.
3. Final accounting of liquidated damages shall be determined at completion and the ENGINEER shall be liable for any liquidated damages over and above unpaid balances held by the OWNER.
4. The OWNER and the ENGINEER agree that reasonable liquidated damages for delay (but not as a penalty) due from the ENGINEER to the OWNER are \$100.00 (minimum one-hundred dollars [\$100.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement until the Work is complete and accepted by the OWNER. The OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

9. Project Design

Unless otherwise approved by the OWNER and Funding Agency, the ENGINEER shall specify materials, equipment, and processes that are readily available through competitive procurement and consistent with State and Federal regulations.

10. Audits and Access to Records

(a) The ENGINEER shall maintain books, records, documents, and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, and Funding Agency regulations in effect on the date of execution of this Agreement. The ENGINEER shall also maintain the financial information and data used by the ENGINEER in the preparation of the cost submission required under EPA regulations in effect on the date of execution for any negotiated agreement or amendment thereof. and a copy of the cost summary submitted to the OWNER. The Funding Agency, the Comptroller General of the United States, the U.S. Department of Labor, the OWNER, and the State water pollution control agency, or their duly authorized representatives, shall have access to such books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The ENGINEER will provide proper facilities for such access and inspection.

(b) The ENGINEER agrees to make paragraphs (a) through (f) applicable to agreements it awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (f) of this clause applicable to all amendments directly related to Project performance.

(c) Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies) and the General Accounting Office.

(d) The ENGINEER agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a) upon their request.

(e) Records under paragraphs (a) and (b) above shall be maintained and made available by the ENGINEER during performance of services under this Agreement and for three (3) years from the date of final Federal/State assistance payment to the OWNER for the Project. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the ENGINEER until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

(f) This right of access clause applies to financial records pertaining to agreements (except formally advertised, competitively awarded, fixed price agreements) and agreement amendments regardless of the type of agreement. In addition, this right of access applies to records pertaining to all agreements and agreement amendments:

1. To the extent the records pertain directly to Agreement performance; or
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. If the Agreement is terminated for default or for convenience.

11. Subcontracts

(a) Any subcontractors and outside associates or consultants required by the ENGINEER in connection with services under this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations of this Agreement. The OWNER must give prior approval for any substitutions, additions or deletions to such subcontractors, associates, or consultants but will not dictate whom the ENGINEER must hire.

(b) The ENGINEER may not subcontract services to subcontractors or consultants in excess of thirty (30) percent of the total phased compensation due to the ENGINEER and detailed in the Attachments without prior written approval of the OWNER and funding agency.

12. Insurance

The ENGINEER agrees to obtain and maintain, at their expense, such insurance as specified in Attachment I.

13. Environmental Condition of Site

(a) The OWNER has disclosed to the ENGINEER in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

(b) The OWNER represents to the ENGINEER that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to the ENGINEER, exist at the Site.

(c) If the ENGINEER encounters an undisclosed Constituent of Concern, then the ENGINEER shall notify: 1) the OWNER; and 2) appropriate governmental officials if the ENGINEER reasonably concludes that doing so is required by applicable Laws or Regulations.

(d) It is acknowledged by both parties that the ENGINEER'S scope of services does not include any services related to Constituents of Concern. If the ENGINEER or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then the ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until the OWNER: 1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and 2) warrants that the Site is in full compliance with applicable Laws and Regulations.

(e) If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of the ENGINEER'S services under this Agreement, then the ENGINEER shall have the option of: 1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or 2) terminating this Agreement for cause on 30 calendar days' notice.

(f) Owner acknowledges that the ENGINEER is performing professional services for the OWNER and that the ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with the ENGINEER'S activities under this Agreement.

14. Mutual Waiver

To the fullest extent permitted by law, the OWNER and the ENGINEER waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

15. Independent Contractor

The ENGINEER will, at all times during the performance of this Agreement and in connection with the Services, be deemed to be an Independent Contractor. No relationship of employer-employee or agency or other fiduciary capacity is created by this Agreement or by the ENGINEER'S performance of the Services.

16. Equal Employment Opportunity

The ENGINEER shall comply with U.S. Executive Order 11246, entitled "Equal Employment Opportunity", as amended by U.S. Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

17. Gratuities

(a) If the OWNER find that the ENGINEER or any of the ENGINEER's agents or representatives offered or gave gratuities (in the form of entertainment, gifts, or otherwise), to any official, employee, or agent of the OWNER or the Funding Agency in an attempt to secure this Agreement, or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, the OWNER may, by written notice to the ENGINEER, terminate this Agreement. The OWNER may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which the OWNER bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

(b) In the event this Agreement is terminated as provided in Subsection (a) of this Section, the OWNER may pursue the same remedies against the ENGINEER as it could pursue in the event of a breach of the Agreement by the ENGINEER. As a penalty, in addition to any other damages to which it may be entitled by law, the OWNER may pursue exemplary damages in an amount (as determined by the OWNER) which shall be not less than three nor more than ten times the costs the ENGINEER incurs in providing any such gratuities to any such officer or employee.

18. Covenant Against Contingent Fees

The ENGINEER represents that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the ENGINEER for the purpose of securing business. For breach or violation of this assurance the OWNER shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

19. Cost and Pricing Data on Federally-funded Projects (delete section if not applicable)

The ENGINEER and its subcontractor(s) confirm that cost and pricing data submitted for

evaluation with respect to negotiation of prices for negotiated agreements, lower tier subagreements, or amendments are based on current, accurate, and complete data supported by their books and records. If the OWNER, or Funding Agency determines that any price (including profit) negotiated in connection with this Agreement, any lower tier subagreement, or any amendment thereunder was increased by any significant sums because the data provided was incomplete, inaccurate, or not current at the time of submission, then such price or cost or profit shall be reduced accordingly; and this Agreement shall be modified in writing to reflect such action. Failure to agree on a reduction shall be subject to the Remedies clause of this Agreement.

20. Remedies

Unless otherwise provided in this Agreement, all claims, counter-claims, disputes, and other matters in question between the OWNER and the ENGINEER arising out of or relating to this Agreement or the breach of it will be decided by non-binding mediation or arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

21. Assurance Against Debarment

The ENGINEER confirms that it and its subcontractors have not been suspended or debarred by EPA, USDA, or the State of New Mexico.

SECTION B –ENGINEERING SERVICES

The ENGINEER shall furnish ENGINEERING SERVICES as follows in accordance with the GENERAL PROVISIONS of the Agreement and as authorized by the appropriate Attachment to this Agreement:

1. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment II – Engineering Services During the Planning Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.
2. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment III – Engineering Services During the Design Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.
3. ENGINEER shall complete the ENGINEER SERVICES described in Attachment IV – Engineering Services During the Construction Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to by both parties.
4. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment V – Engineering Services During the Operation Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.

SECTION C – SPECIAL PROVISIONS OR MODIFICATIONS TO THE STANDARD LANGUAGE IN THIS AGREEMENT

(Mark those that apply or describe, attach or indicate “None”)

None

For Planning Grant Funds from NMFA Insert the note: For Preliminary Engineering Reports or other documents paid for using NMFA Planning Grant Funds, the community can only submit one reimbursement request. This request for payment must be based on a final invoice and can only occur after the document is approved by the pertinent reviewing agency. Interim payments to the engineer will be at the discretion of the community as agreed upon in this contract.

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

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

MODEL CONTRACT CLAUSE FOR ENGINEERING AGREEMENTS used for Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF) projects.

1. PRIVITY OF CONTRACT

This contract is expected to be funded in part with funds from the U.S. Environmental Protection Agency. Neither the United States nor any of its departments, agencies or employees is, or will be, a party to this contract or any lower tier contract. This contract is subject to the applicable EPA procurement regulations in effect on the date of the assistance award for this project.

2. CHANGES

1. The OWNER may at any time, by written order make changes within the general scope of this contract in the services to be performed. If such changes cause an increase or decrease in the ENGINEER’S cost or time required to perform any services under this contract, whether or

not changed by any order, the OWNER shall make an equitable adjustment and modify this contract in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within 30 days from the date it receives the OWNER'S notification of change, unless the OWNER grants additional time before the date of final payment.

2. No claim by the ENGINEER for an equitable adjustment shall be allowed if made after final payment under this contract.

3. No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the OWNER.

3. TERMINATION

a. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

b. This contract may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given: 1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and; 2) an opportunity for consultation with the terminating party prior to termination.

c. If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this contract shall be made, but: 1) no amount shall be allowed for anticipated profit on unperformed services or other work; and 2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER'S default. If the ENGINEER effects termination for default, or if the OWNER effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.

d. Upon receipt of a termination action under paragraphs (a) or (b) above, the Engineer shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the Owner all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Engineer in performing this contract, whether completed or in process.

e. Upon termination under paragraphs (a) or (b) above, the Owner may take over the work and may award another party a contract to complete the work under this contract.

f. If, after termination for failure of the Engineer to fulfill contractual obligations, it is determined that the Engineer had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the Owner. In such event, adjustment of the sub-agreement price shall be made as provided in paragraph (c) of this clause.

4. REMEDIES

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the OWNER and the ENGINEER arising out of, or relating to, this contract or the breach of it will be decided, if the parties mutually agree, by arbitration, mediation, or other alternative dispute resolution mechanism; or in a court of competent jurisdiction within the State in which the OWNER is located.

5. AUDIT; ACCESS TO RECORDS

a. The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance on EPA funded work under this contract in accordance with generally accepted accounting principles and practices consistently applied, and the applicable EPA regulations in effect on the date of execution of this contract. The ENGINEER shall also maintain the financial information and data used in the preparation or support of any cost submission required under applicable regulations for negotiated contracts or change orders and a copy of the cost summary submitted to the OWNER. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, the OWNER, and [the State] or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. The ENGINEER will provide proper facilities for such access and inspection.

b. If this is a fixed price contract awarded through sealed bidding or otherwise on the basis of effective price competition, the ENGINEER agrees to make paragraphs (a) through (f) of this clause applicable to all negotiated change orders and contract amendments affecting the contract price. In the case of all other types of prime contracts, the ENGINEER agrees to make paragraphs (a) through (f) applicable to all contract awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (f) of this clause applicable to all change orders directly related to project performance.

c. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency(ies).

d. The ENGINEER agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a).

e. Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph (a) of this clause shall have access to records at any reasonable time for as long as the records are maintained.

f. This right of access clause applies to financial records pertaining to all contracts (except for fixed price contracts awarded through sealed bidding or otherwise on the basis of effective price competition) and all contract change orders regardless of the type of contract, and all contract amendments regardless of the type of contract. In addition, this right of access applies to all records pertaining to all contracts, contract change orders and contract amendments:

1. To the extent the records pertain directly to contract performance;
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or

3. If the sub-agreement is terminated for default or for convenience.

6. COVENANT AGAINST CONTINGENT FEES

The ENGINEER assures that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the ENGINEER for the purpose of securing business. For breach or violation of this assurance, the OWNER shall have the right to annul this agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

7. GRATUITIES

a. If the OWNER finds after a notice and hearing that the ENGINEER or any of the ENGINEER'S agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the OWNER, the State or EPA in an attempt to secure a contract or favorable treatment in awarding, amending or making any determinations related to the performance of this contract, the OWNER may, by written notice to the ENGINEER, terminate this contract. The OWNER may also pursue other rights and remedies that the law or this contract provides.

b. In the event this contract is terminated as provided in paragraph (a), the OWNER may pursue the same remedies against the ENGINEER as it could pursue in the event of a breach of the contract by the ENGINEER, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by the Owner) which shall be not less than three nor more than ten times the costs the ENGINEER incurs in providing any such gratuities to any such officer or employee.

8. FINAL PAYMENT

Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract or as a termination settlement under this contract the ENGINEER shall execute and deliver to the OWNER a release of all claims against the OWNER arising under, or by virtue of, this contract, except claims which are specifically exempted by the ENGINEER to be set forth therein. Unless otherwise provided in this contract, by State law or otherwise expressly agreed to by the parties to this contract, final payment under this contract or settlement upon termination of this contract shall not constitute a waiver of the OWNER'S claims against the ENGINEER under this contract.

9. 40 CFR Part 33

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in termination of this contract or other legal available remedies.

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

The parties further certify by their signatures below that no modifications have been made to the standard language of this Agreement, other than those detailed in Section C.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: _____ Date: _____

OWNER
Type Name James Melton
Title President

By:  Date: February 12, 2021

ENGINEER
Type Name Craig W. Hoover, PE
Title Senior Vice President
Address 7500 Jefferson Street NE
Albuquerque, NM 87109

REVIEWED AND APPROVED: FUNDING AGENCY

AGENCY NAME: _____

By _____

Type Name _____

Date _____

ATTACHMENT I – Insurance

The ENGINEER agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability and automobile insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER, or by the ENGINEER's employees, for the ENGINEER's functions and services required under this Agreement. Such insurance shall be in an amount not less than \$1,000,000 for injury to any one person and \$1,000,000 on account of any one accident and in the amount of not less than \$1,000,000 for property damage. The ENGINEER further agrees to procure and maintain professional liability (errors and omissions) insurance in an amount not less than \$2,000,000 per claim and in the aggregate. Prior to commencement of any work, the ENGINEER shall furnish to the OWNER a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least ten (10) calendar days prior written notice shall have been given to the OWNER. ENGINEER shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement.

ATTACHMENT II – Engineering Services During the Planning Phase

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the ____ day of ____, 2021 (effective date) by and between the Doña Ana MDWCA, the OWNER, and Bohannon Huston Inc., the ENGINEER, the OWNER and ENGINEER agree this ____ day of ____, 2021 (authorization to proceed date) that ENGINEER shall furnish ENGINEERING SERVICES During the Planning Phase in accordance with the GENERAL PROVISIONS of the Agreement and OWNER shall compensate the ENGINEER for services described as set forth below:

A. Perform or provide the following tasks and/or deliverables:

I. PLANNING PHASE SERVICES

TASK 1: OBTAIN AND REVIEW BACKGROUND INFORMATION

Obtain Picacho Hills Drainage Management Plan (DMP), Doña Ana MDWCA sanitary sewer system information (it is assumed as-built records will be available), and current Doña Ana County mapping (2018 imagery and LiDAR). Review information. Create a project base map showing existing and proposed drainage improvements (per the Picacho Hills DMP) and existing sanitary sewer collection system. Identify potential areas of conflict such as sanitary sewer pipe arroyo crossings and reaches of sanitary sewer pipeline that parallel unimproved arroyo reaches. Create a project issues map and review with Doña Ana MDWCA. Conduct a site investigation to review areas of past damage and review potential areas of conflict in the field, including spatially located photo documentation and field notes. Coordinate with Doña Ana MDWCA to obtain critical sewer line invert elevations.

TASK 2: ASSESS CURRENT HYDROLOGIC CONDITIONS

Determine which, if any, of the recommended improvements from the Picacho Hills DMP have been completed that are germane to the identified potential conflict locations. Modify the fully developed conditions HEC-HMS model from the DMP to reflect constructed improvements. Update model rainfall to reflect current NOAA rainfall values. Determine fully developed conditions 100-year flow rates at potential conflict locations. It is assumed that drainage patterns and developed condition basin characteristics are the same as determined by the DMP and modifications to the hydrologic model beyond those described herein are will not be required. Existing ponding areas that have not been designed and constructed per an approved plan will not be included in the model. For example, the Barcelona Ridge Road embankment creates a ponding area upstream (on the south side) of the road and east of Anthem Road. However, the pond proposed in the DMP has not been constructed and this ponding area incidental to the roadway section likely provides minimal attenuation and will not be included in hydrologic modeling.

TASK 3: ASSESS POTENTIAL CONFLICT LOCATIONS

Evaluate potential conflict locations between Doña Ana MDWCA sanitary sewer infrastructure and arroyos, including parallel reaches and arroyo crossings. Based on a desktop review and information provided by Doña Ana MDWCA the assessment areas are shown (cyan polygons) on the attached Figure1 Planning Area. If additional locations are determined during the course of this project, a contract modification will be needed to include additional locations.

1. Parallel Reaches: Evaluate potential for scour along the arroyo bank and bed degradation that could expose and damage the sanitary sewer line.
2. Crossings: Evaluate potential scour to determine potential for damage to existing sanitary sewer crossings.

TASK 4: DEVELOP SCOUR COUNTERMEASURE RECOMMENDATIONS

For each conflict location, develop conceptual level design recommendations to protect the sanitary sewer lines. The objective of this task is to develop simple cost-effective measures to protect the sanitary sewer lines. Conceptual level engineer's opinion of probable construction costs (EPOCC) will be developed for each location.

TASK 5: TECHNICAL MEMORANDUM

We will prepare a Technical Memorandum documenting past damage that has occurred to the sanitary sewer collection system, the hydrologic analysis, and recommended scour countermeasures to protect the system. The memo will also include EOPCC and estimates of engineering design and construction phase services fees to allow Doña Ana MDWCA to budget improvements and/or seek funding. The memo will include an estimated timeline to complete design and construction. A draft memo will be provided to Doña Ana MWDCA for review. We will address comments and publish a final memo.

Assumptions and Exclusions:

1. Doña Ana MDWCA will provide all available information on the existing sanitary sewer system including as-built sanitary sewer drawings that provide sewer line locations and elevations.
2. Survey or potholing of the existing sewer lines is not included.
3. Design of scour countermeasures is not included.

B. Cost Proposal – Include hourly breakdown for each task

<u>Task 1 - Obtain and Review Background Information (LS)</u>	<u>\$8,238.96</u>
<u>Task 2 - Assess Current Hydrologic Conditions (LS)</u>	<u>\$4,510.00</u>
<u>Task 3 - Assess Potential Conflict Locations (LS)</u>	<u>\$7,520.00</u>
<u>Task 4 - Develop Scour Countermeasure Recommendations (LS)</u>	<u>\$15,251.00</u>
<u>Task 5 - Technical Memorandum (LS)</u>	<u>\$10,617.00</u>
<u>TOTAL PLANNING SERVICES FEE (Exclusive of NMGRT)</u>	<u>\$46,136.96</u>

C. Reimbursable Expense Schedule

D. Contract Time shall be 75 calendar days from the date of the OWNERS signature on Attachment II. Planning phase services shall be completed and accepted by the OWNER by _____ (DATE). If planning phase services have not been completed and accepted by _____ the ENGINEER shall pay the OWNER liquidated damages as outlined in the Agreement.

2. Compensation for ENGINEERING SERVICES During the Planning Phase shall be by the

LUMP SUM method of payment. The total amount of compensation for ENGINEERING SERVICES During the Planning Phase, as described, including reimbursable expenses shall not exceed \$46,136.96, excluding gross receipt tax.


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

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

4. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: _____ Date: _____
OWNER
Type Name James Melton
Title President

By:  _____ Date: February 12, 2021
ENGINEER
Type Name Craig W. Hoover, PE
Title Senior Vice President
Address 7500 Jefferson Street NE
Albuquerque, NM 87109


REVIEWED AND APPROVED: FUNDING AGENCY


AGENCY NAME: _____

By _____

Type Name _____

Date _____

DONA ANA MDWCA - PICACHO HILLS		EXHIBIT B					Bohannon  Huston			
Proposal Fee and Manhour Estimate							Engineering			
February 12, 2021							Spatial Data			
							Advanced Technologies			
		PIC Craig	Vince Rifka	QC Stu	TBD					
		E7	E5	E6	E1	ET5	AAS	Total Hours	Fixed Costs	Task Cost
	Fee Schedules Rates:	\$ 240.00	\$ 180.00	\$ 215.00	\$ 100.00	\$ 102.00	\$ 95.00			
1	Obtain and review background information									
	Project kickoff meeting and schedule	1	2	1	1	1	1	7	0	\$ 1,112.00
	Create project base map and issues map		2			8		10		\$ 1,176.00
	Conduct site investigation		12					12	\$ 335.96	\$ 2,495.96
	Coordinate with MDWCA regarding critical sewer elevations		12					12	-	\$ 2,160.00
	Project Management and Oversight	2	4				1	7		\$ 1,295.00
	Subtotal	3	32	1	1	9	2	48	\$ 335.96	\$ 8,238.96
2	Assess Current Hydrologic Conditions									
	Identify germane improvements from the Picacho Hills DMP that have been constructed		1			2		3		\$ 380.00
	Modify DMP fully developed conditions HMS model to update rainfall and use of current version of HMS and incorporation of only constructed DMP improvements		2	5	20			27		\$ 3,435.00
	Project Management and Oversight	1	2				1	4		\$ 695.00
	Subtotal	1	5	5	22	0	1	34	\$ -	\$ 4,510.00
3	Assess Potential Conflict Locations									
	<i>Parallel Reaches (3)</i>	1	4	9	24			38		\$ 5,295.00
	<i>Crossings (1)</i>		1	3	8			12		\$ 1,625.00
	Project Management and Oversight	1	2					3		\$ 600.00
	Subtotal	2	7	12	32	0	0	53	\$ -	\$ 7,520.00
4	Develop scour countermeasure recommendations									
	<i>Parallel Reaches (3)</i>	1	1	14	40	4		60		\$ 7,838.00
	<i>Crossings (1)</i>		1	4	10	4		19		\$ 2,448.00
	Develop cost estimates	1	3	6	16			26		\$ 3,670.00
	Project Management and Oversight	2	4				1	7		\$ 1,295.00
	Subtotal	4	9	24	66	8	1	112	\$ -	\$ 15,251.00
5	Technical Memorandum									
	Prepare draft Technical Memo	1	4	8	24	8	4	49		\$ 6,276.00
	Review memo with Dona Ana MDWCA	3	3				1	7		\$ 1,355.00
	Address comments and publish final Technical Memo	0.5	1	2	8	3	1	15.5		\$ 1,931.00
	Project Management and Oversight	1	4				1	6		\$ 1,055.00

DONA ANA MDWCA - PICACHO HILLS		EXHIBIT B					Bohannon  Huston			
Proposal Fee and Manhour Estimate							Engineering			
February 12, 2021							Spatial Data			
							Advanced Technologies			
		PIC	Vince	QC						
		Craig	Rifka	Stu	TBD					
		E7	E5	E6	E1	ET5	AAS	Total	Fixed	Task
	Fee Schedules Rates:	\$ 240.00	\$ 180.00	\$ 215.00	\$ 100.00	\$ 102.00	\$ 95.00	Hours	Costs	Cost
	Subtotal	5.5	12	10	32	11	7	77.5	\$ -	\$ 10,617.00
	TOTAL	15.5	65.0	52.0	153.0	28.0	11.0	324.5	\$ 335.96	\$ 46,136.96

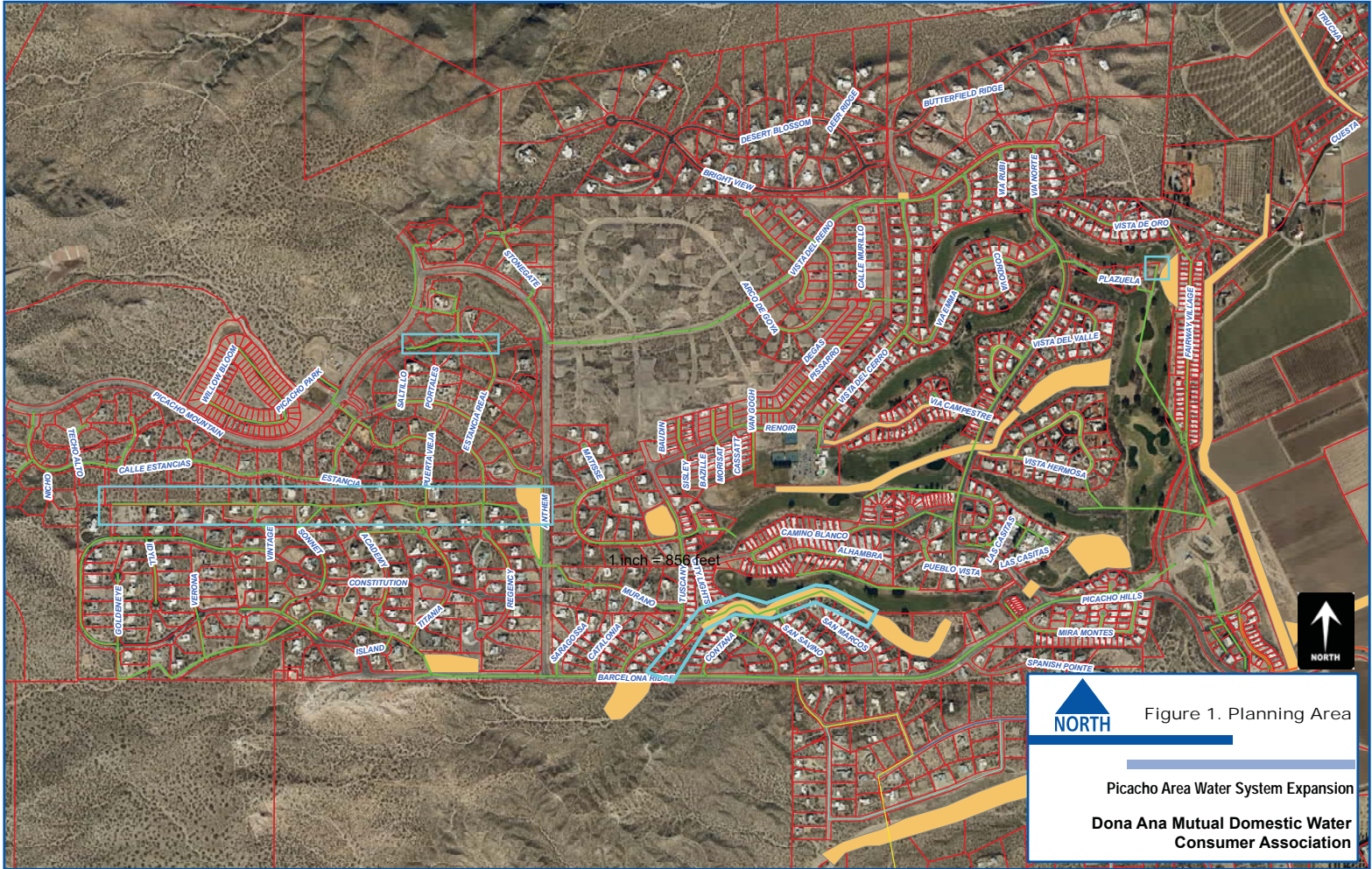


Figure 1. Planning Area

Picacho Area Water System Expansion

Dona Ana Mutual Domestic Water Consumer Association

Executive Director Report

January 2021

Financial Report – Financials are complete as of January 31, 2021, included in the package are both December 2020 and January 2021 Check Listing, Budget, Balance Sheet, and Income Statement.

Accounts Receivable – Included in the package is a new spreadsheet that tracks several revenue sources for the past 13 months. This should help address questions regarding the impact of the current COVID pandemic on our revenues.

Other COVID Related Items

- We currently do not have any staff members quarantined for any COVID related reasons
- The recent decline in positive COVID cases in the state has allowed us to safely reopen our drive thru window.
- All staff members were provided information on where to register for the COVID vaccine if they are interested.

Project Updates

- **Picacho Hills Wastewater Plant** is complete and final payment has been issued. We are waiting on reimbursement from the funding agency.
- **Radium Springs Water System** is 99% complete, we are working on issuing final payment to complete the project. All work has been complete, we are currently just waiting on final close out paperwork before we issue final payment.
- **Southeast Collection System Phase 3** is scheduled to begin on February 8th and should be finished by March 5th.
- **Water and Wastewater Standards** are currently being development to ensure all future developments and project meet our standards and that our expectations are clearly defined for developments.
- **Dona Ana Village Lift Station and Forcemain PER** has currently been sent to NMED for review and approval. First round of comments from NMED have been addressed. Once approved the project will move into the design phase.
- **Southeast Collection System Final Phase** design has reached 95% completion and was submitted to USDA for review and comment.
- **Parking Lot Improvements** final design is complete and is pending review and final permits before moving into construction.
- **Dona Ana Water Tank Rehabilitation** final design is complete and has been approved by NMED Drinking Water Bureau and is pending approval by NMED Construction Programs Bureau

Funding Applications

- **USDA RD** we received our Letter of Conditions (LOC) on July 31, 2019 and we have completed 70% of the items in the LOC and will be ready to request closing instructions in April.
- **Water Trust Board** we have submitted all required Readiness to Proceed items on January 12th and will hope to be awarded \$2,500,000 for the Dona Ana Tank Rehabilitation Project
- **Colonias Infrastructure** we will be applying on March 3rd for construction funds for the Dona Ana Village Lift Station and Forcemain Project. The application will be for \$2,944,340.
- **New Mexico Finance Authority Planning Grant** we will be submitting an application to begin creating an Asset Management Plan. This application will be for \$50,000 a date for submission has not be identified yet.
- I have provided a Funding Report on our current funding.

Subdivisions

- **Legends West Phase 3A** has been completed and final documents were submitted on February 9th, 62 lots.
- **Legends West Phase 3B** is currently under construction, 74 lots.
- **Vista Rancho** submitted 40% construction plans on February 2nd for their first review, 385 lots.
- **Legends West Phase 3C** is expected to submit final construction plans for review and approval in the next 30 days, # of lots unknown.

Other Matters

- We currently have one opening in Operations for either a Certified Operator or a Utility Worker.
- All Operator Certification testing has been suspended throughout the State until further notice.
- We have begun working on reminder compliance letters for those who are required to have a backflow preventor device to help protect our drinking water system.
- We have begun working on reminder compliance letters for those who are required to have their grease traps cleaned on a certain schedule, this will help to protect our collection lines and the treatment facility.
- A Water Rights table as of January 31st has been provide in the package.
- We will begin identifying those homes in the Southeast Collection System area and provide them with additional information on the upcoming project. We will also start collecting applications for those who wish to connect to the project.



Bank Transaction Report

Transaction Detail

Issued Date Range: 12/01/2020 - 12/31/2020
Cleared Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
Bank Account: Operating Account							
Check							
12/30/2020	01/31/2021	26984	American Document Services	Accounts Payable	Pending Clear	Check	-202.38
12/30/2020	01/31/2021	26985	Big O Tires of Las Cruces	Accounts Payable	Pending Clear	Check	-130.40
12/30/2020	12/31/2020	26986	El Paso Electric	Accounts Payable	Cleared	Check	-65.34
12/30/2020	12/31/2020	26987	El Paso Electric	Accounts Payable	Cleared	Check	-213.24
12/30/2020	12/31/2020	26988	El Paso Electric	Accounts Payable	Cleared	Check	-21.78
12/30/2020	12/31/2020	26989	FLEETMATICS USA LLC	Accounts Payable	Cleared	Check	-689.61
12/30/2020	01/31/2021	26990	Internal Revenue Service	Accounts Payable	Pending Clear	Check	-12.54
12/30/2020	01/31/2021	26991	MORSCO Supply, LLC	Accounts Payable	Pending Clear	Check	-275.00
12/30/2020	01/31/2021	26992	New Mexico Department of Workforce Solutions	Accounts Payable	Pending Clear	Check	-159.45
12/30/2020	01/31/2021	26993	Winsupply N Las Cruces NM CO.	Accounts Payable	Pending Clear	Check	-10.90
12/31/2020	12/31/2020	26846	Sunbelt Insurance Group	Accounts Payable	Cleared	Check	-9,825.20
12/31/2020	12/31/2020	26851	8 X 8 INC	Accounts Payable	Cleared	Check	-1,025.77
12/31/2020	12/31/2020	26852	AFLAC	Accounts Payable	Cleared	Check	-592.40
12/31/2020	01/31/2021	26853	Big O Tires of Las Cruces	Accounts Payable	Pending Clear	Check	-413.15
12/31/2020	01/31/2021	26854	Bohannon Huston	Accounts Payable	Pending Clear	Check	-130,761.13
12/31/2020	01/31/2021	26855	Bohannon Huston	Accounts Payable	Pending Clear	Check	-4,149.18
12/31/2020	01/31/2021	26856	Bohannon Huston	Accounts Payable	Pending Clear	Check	-3,704.29
12/31/2020	01/31/2021	26857	Casa De Autos	Accounts Payable	Pending Clear	Check	-53.53
12/31/2020	01/31/2021	26858	Casa De Autos	Accounts Payable	Pending Clear	Check	-53.53
12/31/2020	12/31/2020	26859	Century Link	Accounts Payable	Cleared	Check	-66.12
12/31/2020	12/31/2020	26860	City of Las Cruces	Accounts Payable	Cleared	Check	-734.23
12/31/2020	12/31/2020	26861	City of Las Cruces	Accounts Payable	Cleared	Check	-445.04
12/31/2020	12/31/2020	26862	City of Las Cruces	Accounts Payable	Cleared	Check	-16.87
12/31/2020	12/31/2020	26863	City of Las Cruces	Accounts Payable	Cleared	Check	-445.04
12/31/2020	12/31/2020	26864	City of Las Cruces	Accounts Payable	Cleared	Check	-6,311.68
12/31/2020	12/31/2020	26865	City of Las Cruces	Accounts Payable	Cleared	Check	-1,208.52
12/31/2020	12/31/2020	26866	Comcast	Accounts Payable	Cleared	Check	-216.46
12/31/2020	12/31/2020	26867	Comcast	Accounts Payable	Cleared	Check	-234.83
12/31/2020	12/31/2020	26868	Comcast	Accounts Payable	Cleared	Check	-239.83
12/31/2020	01/31/2021	26869	Core & Main LP	Accounts Payable	Pending Clear	Check	-9,943.14
12/31/2020	01/31/2021	26870	Core & Main LP	Accounts Payable	Pending Clear	Check	-2,988.39
12/31/2020	01/31/2021	26871	Core & Main LP	Accounts Payable	Pending Clear	Check	-899.01
12/31/2020	01/31/2021	26872	Core & Main LP	Accounts Payable	Pending Clear	Check	-271.74
12/31/2020	01/31/2021	26873	Core & Main LP	Accounts Payable	Pending Clear	Check	-10,722.93
12/31/2020	01/31/2021	26874	Craigentaggert Supply Company	Accounts Payable	Pending Clear	Check	-119.56

Bank Transaction Report

Issued Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
12/31/2020	01/31/2021	26875	Craigentagert Supply Company	Accounts Payable	Pending Clear	Check	-38.28
12/31/2020	01/31/2021	26876	Cross Town Construction & Trucking, LLC	Accounts Payable	Pending Clear	Check	-3,149.13
12/31/2020	12/31/2020	26877	Delta Dental of New Mexico	Accounts Payable	Cleared	Check	-705.72
12/31/2020	12/31/2020	26878	Dona Ana Mutual Domestic Water Consumers Association	Accounts Payable	Cleared	Check	-68.26
12/31/2020	12/31/2020	26879	Dona Ana Mutual Domestic Water Consumers Association	Accounts Payable	Cleared	Check	-74.74
12/31/2020	12/31/2020	26880	Dona Ana Mutual Domestic Water Consumers Association	Accounts Payable	Cleared	Check	-35.67
12/31/2020	12/31/2020	26881	Dona Ana Mutual Domestic Water Consumers Association	Accounts Payable	Cleared	Check	-26.29
12/31/2020	01/31/2021	26882	DPC Industries, Inc.	Accounts Payable	Pending Clear	Check	-502.73
12/31/2020	01/31/2021	26883	DPC Industries, Inc.	Accounts Payable	Pending Clear	Check	-220.00
12/31/2020	01/31/2021	26884	DPC Industries, Inc.	Accounts Payable	Pending Clear	Check	-1,643.80
12/31/2020	01/31/2021	26885	Eagle Security, LLC	Accounts Payable	Pending Clear	Check	-162.71
12/31/2020	12/31/2020	26886	El Paso Electric	Accounts Payable	Cleared	Check	-15.25
12/31/2020	12/31/2020	26887	El Paso Electric	Accounts Payable	Cleared	Check	-1,627.33
12/31/2020	12/31/2020	26888	El Paso Electric	Accounts Payable	Cleared	Check	-169.35
12/31/2020	12/31/2020	26889	El Paso Electric	Accounts Payable	Cleared	Check	-77.29
12/31/2020	12/31/2020	26890	El Paso Electric	Accounts Payable	Cleared	Check	-37.05
12/31/2020	12/31/2020	26891	El Paso Electric	Accounts Payable	Cleared	Check	-15.25
12/31/2020	12/31/2020	26892	El Paso Electric	Accounts Payable	Cleared	Check	-28.63
12/31/2020	12/31/2020	26893	El Paso Electric	Accounts Payable	Cleared	Check	-34.10
12/31/2020	12/31/2020	26894	El Paso Electric	Accounts Payable	Cleared	Check	-21.78
12/31/2020	12/31/2020	26895	El Paso Electric	Accounts Payable	Cleared	Check	-218.46
12/31/2020	12/31/2020	26896	El Paso Electric	Accounts Payable	Cleared	Check	-64.82
12/31/2020	12/31/2020	26897	El Paso Electric	Accounts Payable	Cleared	Check	-213.24
12/31/2020	12/31/2020	26898	El Paso Electric	Accounts Payable	Cleared	Check	-139.54
12/31/2020	12/31/2020	26899	El Paso Electric	Accounts Payable	Cleared	Check	-1,563.57
12/31/2020	12/31/2020	26900	El Paso Electric	Accounts Payable	Cleared	Check	-15.25
12/31/2020	12/31/2020	26901	El Paso Electric	Accounts Payable	Cleared	Check	-1,840.70
12/31/2020	12/31/2020	26902	El Paso Electric	Accounts Payable	Cleared	Check	-15.25
12/31/2020	12/31/2020	26903	El Paso Electric	Accounts Payable	Cleared	Check	-372.84
12/31/2020	12/31/2020	26904	El Paso Electric	Accounts Payable	Cleared	Check	-1,756.62
12/31/2020	12/31/2020	26905	El Paso Electric	Accounts Payable	Cleared	Check	-159.89
12/31/2020	12/31/2020	26906	El Paso Electric	Accounts Payable	Cleared	Check	-1,795.17
12/31/2020	12/31/2020	26907	El Paso Electric	Accounts Payable	Cleared	Check	-145.23
12/31/2020	12/31/2020	26908	El Paso Electric	Accounts Payable	Cleared	Check	-128.56
12/31/2020	12/31/2020	26909	El Paso Electric	Accounts Payable	Cleared	Check	-923.86
12/31/2020	12/31/2020	26910	El Paso Electric	Accounts Payable	Cleared	Check	-844.16
12/31/2020	12/31/2020	26911	El Paso Electric	Accounts Payable	Cleared	Check	-65.34
12/31/2020	12/31/2020	26912	El Paso Electric	Accounts Payable	Cleared	Check	-15.25
12/31/2020	12/31/2020	26913	El Paso Electric	Accounts Payable	Cleared	Check	-80.16
12/31/2020	12/31/2020	26914	El Paso Electric	Accounts Payable	Cleared	Check	-343.16
12/31/2020	12/31/2020	26915	El Paso Electric	Accounts Payable	Cleared	Check	-22.04
12/31/2020	01/31/2021	26916	Grassel, Kevin	Accounts Payable	Pending Clear	Check	-33.15
12/31/2020	01/31/2021	26917	Internal Revenue Service	Accounts Payable	Pending Clear	Check	-116.32

Bank Transaction Report

Issued Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
12/31/2020	12/31/2020	26918	Internal Revenue Service	Accounts Payable	Cleared	Check	-10,413.83
12/31/2020	12/31/2020	26919	Internal Revenue Service	Accounts Payable	Cleared	Check	-10,013.17
12/31/2020	12/31/2020	26920	Kosh Solutions, LLC	Accounts Payable	Cleared	Check	-2,076.12
12/31/2020	01/31/2021	26921	Kosh Solutions, LLC	Accounts Payable	Pending Clear	Check	-15.00
12/31/2020	01/31/2021	26922	Kosh Solutions, LLC	Accounts Payable	Pending Clear	Check	-888.16
12/31/2020	01/31/2021	26923	L & E Motor Works Ltd	Accounts Payable	Pending Clear	Check	-406.17
12/31/2020	12/31/2020	26924	MEGAHURTZ COMPUTER CONSULTING, INC.	Accounts Payable	Cleared	Check	-54.16
12/31/2020	01/31/2021	26925	Mesilla Valley Commercial Tire, Inc.	Accounts Payable	Pending Clear	Check	-558.89
12/31/2020	01/31/2021	26926	Morrow Enterprises Inc.	Accounts Payable	Pending Clear	Check	-154,748.43
12/31/2020	12/31/2020	26927	New Mexico Mutual Casualty Company	Accounts Payable	Cleared	Check	-977.00
12/31/2020	01/31/2021	26928	New Mexico Rural Water Association	Accounts Payable	Pending Clear	Check	-6,750.00
12/31/2020	12/31/2020	26929	New Mexico State Tax & Revenue	Accounts Payable	Cleared	Check	-73.20
12/31/2020	12/31/2020	26930	New Mexico State Tax & Revenue	Accounts Payable	Cleared	Check	-300.83
12/31/2020	01/31/2021	26931	New Mexico State Tax & Revenue	Accounts Payable	Pending Clear	Check	-98.90
12/31/2020	12/31/2020	26932	New Mexico State Tax & Revenue	Accounts Payable	Cleared	Check	-28,902.17
12/31/2020	12/31/2020	26933	New Mexico State Tax & Revenue	Accounts Payable	Cleared	Check	-930.45
12/31/2020	12/31/2020	26934	OpenEdge	Accounts Payable	Cleared	Check	-3,671.93
12/31/2020	01/31/2021	26935	Ortiz, Elpidio	Accounts Payable	Pending Clear	Check	-60.00
12/31/2020	12/31/2020	26936	Pitney Bowes Global Financial Services LLC	Accounts Payable	Cleared	Check	-100.00
12/31/2020	01/31/2021	26937	Postal Pros Southwest, Inc.	Accounts Payable	Pending Clear	Check	-3,146.05
12/31/2020	01/31/2021	26938	Professional Water Testing LLC	Accounts Payable	Pending Clear	Check	-54.16
12/31/2020	01/31/2021	26939	Professional Water Testing LLC	Accounts Payable	Pending Clear	Check	-141.89
12/31/2020	01/31/2021	26940	Professional Water Testing LLC	Accounts Payable	Pending Clear	Check	-141.89
12/31/2020	01/31/2021	26941	Professional Water Testing LLC	Accounts Payable	Pending Clear	Check	-54.16
12/31/2020	01/31/2021	26942	Professional Water Testing LLC	Accounts Payable	Pending Clear	Check	-141.89
12/31/2020	01/31/2021	26943	Professional Water Testing LLC	Accounts Payable	Pending Clear	Check	-54.16
12/31/2020	12/31/2020	26944	Public Employees Retirement Association	Accounts Payable	Cleared	Check	-7,605.23
12/31/2020	01/31/2021	26945	Shine 4 Ever Commercial Services, LLC	Accounts Payable	Pending Clear	Check	-649.88
12/31/2020	01/31/2021	26946	Souder, Miller, & Associates	Accounts Payable	Pending Clear	Check	-2,877.86
12/31/2020	01/31/2021	26947	Souder, Miller, & Associates	Accounts Payable	Pending Clear	Check	-852.72
12/31/2020	01/31/2021	26948	Souder, Miller, & Associates	Accounts Payable	Pending Clear	Check	-16,200.30
12/31/2020	01/31/2021	26949	Souder, Miller, & Associates	Accounts Payable	Pending Clear	Check	-10,415.33
12/31/2020	01/31/2021	26950	Souder, Miller, & Associates	Accounts Payable	Pending Clear	Check	-807.25
12/31/2020	01/31/2021	26951	Souder, Miller, & Associates	Accounts Payable	Pending Clear	Check	-34,702.24
12/31/2020	01/31/2021	26952	Souder, Miller, & Associates	Accounts Payable	Pending Clear	Check	-528.51
12/31/2020	01/31/2021	26953	Souder, Miller, & Associates	Accounts Payable	Pending Clear	Check	-16,727.78
12/31/2020	01/31/2021	26954	Souder, Miller, & Associates	Accounts Payable	Pending Clear	Check	-880.58
12/31/2020	12/31/2020	26955	Southwest Disposal	Accounts Payable	Cleared	Check	-277.75
12/31/2020	12/31/2020	26956	Southwest Disposal	Accounts Payable	Cleared	Check	-159.66
12/31/2020	01/31/2021	26957	Staples Advantage	Accounts Payable	Pending Clear	Check	-106.47
12/31/2020	01/31/2021	26958	Staples Advantage	Accounts Payable	Pending Clear	Check	-9.78
12/31/2020	01/31/2021	26959	Staples Advantage	Accounts Payable	Pending Clear	Check	-207.63
12/31/2020	01/31/2021	26960	Tyler Technologies, Inc	Accounts Payable	Pending Clear	Check	-716.00

Bank Transaction Report

Issued Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
12/31/2020	12/31/2020	26961	United Healthcare	Accounts Payable	Cleared	Check	-13,176.53
12/31/2020	12/31/2020	26962	UNUM	Accounts Payable	Cleared	Check	-1,180.45
12/31/2020	12/31/2020	26963	USDA-RUS	Accounts Payable	Cleared	Check	-2,693.00
12/31/2020	12/31/2020	26964	USDA-RUS	Accounts Payable	Cleared	Check	-2,958.00
12/31/2020	12/31/2020	26965	USDA-RUS	Accounts Payable	Cleared	Check	-7,291.00
12/31/2020	12/31/2020	26966	USDA-RUS	Accounts Payable	Cleared	Check	-2,376.00
12/31/2020	01/31/2021	26967	Vermeer New Mexico, Inc	Accounts Payable	Pending Clear	Check	-138.91
12/31/2020		26968	VISION SERVICE PLAN	Accounts Payable	Outstanding	Check	-182.91
12/31/2020	01/31/2021	26969	WATSON SMITH. LLC	Accounts Payable	Pending Clear	Check	-129.97
12/31/2020	01/31/2021	26970	WATSON SMITH. LLC	Accounts Payable	Pending Clear	Check	-1,992.95
12/31/2020	01/31/2021	26971	WATSON SMITH. LLC	Accounts Payable	Pending Clear	Check	-21.66
12/31/2020	12/31/2020	26972	WATSON SMITH. LLC	Accounts Payable	Cleared	Check	-21.66
12/31/2020	12/31/2020	26973	Wells Fargo Bank	Accounts Payable	Cleared	Check	-151.00
12/31/2020	12/31/2020	26974	Wells Fargo Bank	Accounts Payable	Cleared	Check	-1,577.07
12/31/2020	12/31/2020	26975	Wells Fargo Bank	Accounts Payable	Cleared	Check	-111.00
12/31/2020	12/31/2020	26976	Wells Fargo Bank	Accounts Payable	Cleared	Check	-517.22
12/31/2020	12/31/2020	26977	WEX Fleet Universal	Accounts Payable	Cleared	Check	-966.18
12/31/2020	12/31/2020	26978	Zia Natural Gas Company	Accounts Payable	Cleared	Check	-86.94
12/31/2020	12/31/2020	26979	Zia Natural Gas Company	Accounts Payable	Cleared	Check	-35.08
12/31/2020	12/31/2020	26980	Zia Natural Gas Company	Accounts Payable	Cleared	Check	-79.28
12/31/2020	12/31/2020	26981	Zia Natural Gas Company	Accounts Payable	Cleared	Check	-20.92
12/31/2020	12/31/2020	26982	Zia Natural Gas Company	Accounts Payable	Cleared	Check	-38.01
12/31/2020	12/31/2020	26983	Zia Natural Gas Company	Accounts Payable	Cleared	Check	-15.02
12/31/2020	12/31/2020	26994	El Paso Electric	Accounts Payable	Cleared	Check	-21.78
12/31/2020		26995	El Paso Electric	Accounts Payable	Outstanding	Check	-213.24
12/31/2020		26996	Internal Revenue Service	Accounts Payable	Outstanding	Check	-9,187.43
12/31/2020	12/31/2020	26997	OpenEdge	Accounts Payable	Cleared	Check	-171.16
12/31/2020	01/31/2021	26998	Public Employees Retirement Association	Accounts Payable	Pending Clear	Check	-7,933.81
12/31/2020	12/31/2020	26999	Verizon Wireless	Accounts Payable	Cleared	Check	-584.24
12/31/2020	12/31/2020	27000	Wells Fargo Bank	Accounts Payable	Cleared	Check	-4,106.22
12/31/2020		27001	El Paso Electric	Accounts Payable	Outstanding	Check	-65.34
Check Total: (152)							-583,289.71
EFT							
12/07/2020	12/31/2020	DFT0102FY21	Payroll EFT	Payroll	Cleared	EFT	-11,697.21
12/07/2020	12/31/2020	DFT0106FY21	Payroll EFT	Payroll	Cleared	EFT	-14,585.00
12/21/2020	12/31/2020	DFT0110FY21	Payroll EFT	Payroll	Cleared	EFT	-12,028.37
12/21/2020	12/31/2020	DFT0114FY21	Payroll EFT	Payroll	Cleared	EFT	-15,730.87
12/31/2020	01/31/2021	598	At Your Service, Inc.	Accounts Payable	Pending Clear	EFT	-56.86
12/31/2020	01/31/2021	599	New Mexico Finance Authority	Accounts Payable	Pending Clear	EFT	-10,437.75
12/31/2020	01/31/2021	600	New Mexico Finance Authority	Accounts Payable	Pending Clear	EFT	-11,779.90
12/31/2020	01/31/2021	601	New Mexico Finance Authority	Accounts Payable	Pending Clear	EFT	-7,925.09
12/31/2020	01/31/2021	602	New Mexico Finance Authority	Accounts Payable	Pending Clear	EFT	-11,779.90

Bank Transaction Report

Issued Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
12/31/2020	01/31/2021	603	New Mexico Finance Authority	Accounts Payable	Pending Clear	EFT	-7,925.09
12/31/2020	01/31/2021	604	New Mexico Finance Authority	Accounts Payable	Pending Clear	EFT	-10,437.75
12/31/2020	01/31/2021	DFT0118FY21	Payroll EFT	Payroll	Pending Clear	EFT	-701.84
EFT Total: (12)							-115,085.63
Bank Account Total: (164)							-698,375.34
Report Total: (164)							-698,375.34



StateRpt...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Operating Fund						
Revenue						
400 - Water Sales	4,230,974.96	4,230,974.96	165,978.16	2,088,055.71	-2,142,919.25	50.65 %
405 - Wastewater Sales	740,000.00	740,000.00	67,635.81	359,258.74	-380,741.26	51.45 %
410 - Connection/Reconnection Charges	85,000.00	85,000.00	8,158.48	45,077.80	-39,922.20	46.97 %
420 - Water New Connections & Service Fees	760,000.00	760,000.00	154,686.05	652,803.15	-107,196.85	14.10 %
425 - Wastewater New Connections & Service Fees	150,000.00	150,000.00	30,289.43	89,778.21	-60,221.79	40.15 %
430 - Water Late Fees & Penalties	55,000.00	55,000.00	5,410.19	36,018.76	-18,981.24	34.51 %
435 - Wastewater Late Fees & Penalties	8,000.00	8,000.00	826.61	3,891.90	-4,108.10	51.35 %
440 - Taxes	22,000.00	22,000.00	1,392.26	12,237.20	-9,762.80	44.38 %
450 - Other Operating Revenue	289,075.00	289,075.00	2,761.50	234,663.23	-54,411.77	18.82 %
Revenue Total:	6,340,049.96	6,340,049.96	437,138.49	3,521,784.70	-2,818,265.26	44.45 %
Expense						
500 - Salaries	1,122,500.00	1,122,500.00	80,854.74	453,251.60	669,248.40	59.62 %
501 - Employee Benefits	478,200.00	478,200.00	36,746.74	174,145.46	304,054.54	63.58 %
505 - Electricity	317,000.00	317,000.00	12,792.70	159,914.66	157,085.34	49.55 %
515 - Other Utilities - Gas, Water, Sewer, Telephone	46,400.00	46,400.00	3,769.05	20,725.84	25,674.16	55.33 %
520 - System Parts & Supplies	748,000.00	748,000.00	50,181.65	218,112.24	529,887.76	70.84 %
525 - System Repairs and Maintenance	400,000.00	400,000.00	3,806.50	189,560.50	210,439.50	52.61 %
530 - Vehicles Expenses	192,000.00	43,500.00	1,889.03	10,167.97	33,332.03	76.63 %
535 - Office and Administrative Expenses	166,650.00	166,650.00	8,154.03	40,044.76	126,605.24	75.97 %
540 - Professional Services - Accounting, Engineering, L	363,800.00	363,800.00	25,542.48	164,180.63	199,619.37	54.87 %
545 - Insurance	54,000.00	54,000.00	0.00	0.00	54,000.00	100.00 %
550 - Due, Fees, Permits and Licenses	159,600.00	159,600.00	6,647.48	45,004.97	114,595.03	71.80 %
555 - Taxes - Gross Receipts Tax, Conservation Fee	310,000.00	310,000.00	28,342.47	145,743.49	164,256.51	52.99 %
560 - Training	33,000.00	33,000.00	0.00	0.00	33,000.00	100.00 %
570 - System Repairs	0.00	0.00	0.00	17.83	-17.83	0.00 %
590 - Miscellaneous	235,550.00	235,550.00	14,262.45	112,319.09	123,230.91	52.32 %
598 - Debt Payment - Principlal	776,000.00	776,000.00	50,679.81	320,041.63	455,958.37	58.76 %
599 - Debt Payments - Interest	436,000.00	436,000.00	24,923.67	189,724.81	246,275.19	56.49 %
750 - Water Rights Expense	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
Expense Total:	5,888,700.00	5,740,200.00	348,592.80	2,242,955.48	3,497,244.52	60.93 %
Fund: 100 - General Operating Fund Surplus (Deficit):	451,349.96	599,849.96	88,545.69	1,278,829.22	678,979.26	-113.19 %
Fund: 200 - Grant/Loan Fund						
Revenue						
600 - Grant Revenue	4,771,395.00	4,771,395.00	0.00	1,691,325.91	-3,080,069.09	64.55 %
Revenue Total:	4,771,395.00	4,771,395.00	0.00	1,691,325.91	-3,080,069.09	64.55 %
Expense						
650 - Grant Expense	3,881,202.00	3,881,202.00	369,502.13	2,376,606.86	1,504,595.14	38.77 %
Expense Total:	3,881,202.00	3,881,202.00	369,502.13	2,376,606.86	1,504,595.14	38.77 %
Fund: 200 - Grant/Loan Fund Surplus (Deficit):	890,193.00	890,193.00	-369,502.13	-685,280.95	-1,575,473.95	176.98 %
Fund: 900 - Restricted Reserve Fund						
Revenue						
450 - Other Operating Revenue	4,500.00	4,500.00	0.00	0.00	-4,500.00	100.00 %
Revenue Total:	4,500.00	4,500.00	0.00	0.00	-4,500.00	100.00 %
Expense						
650 - Grant Expense	200,000.00	200,000.00	0.00	28,227.99	171,772.01	85.89 %
740 - Capital Purchases	871,700.00	871,700.00	4,149.18	29,021.09	842,678.91	96.67 %

Budget Report

For Fiscal: FY 2020 - 2021 Period Ending: 12/31/2020

StateRpt...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Expense Total:	1,071,700.00	1,071,700.00	4,149.18	57,249.08	1,014,450.92	94.66 %
Fund: 900 - Restricted Reserve Fund Surplus (Deficit):	-1,067,200.00	-1,067,200.00	-4,149.18	-57,249.08	1,009,950.92	94.64 %
Report Surplus (Deficit):	274,342.96	422,842.96	-285,105.62	536,299.19	113,456.23	-26.83 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - General Operating Fund	451,349.96	599,849.96	88,545.69	1,278,829.22	678,979.26
200 - Grant/Loan Fund	890,193.00	890,193.00	-369,502.13	-685,280.95	-1,575,473.95
900 - Restricted Reserve Fund	-1,067,200.00	-1,067,200.00	-4,149.18	-57,249.08	1,009,950.92
Report Surplus (Deficit):	274,342.96	422,842.96	-285,105.62	536,299.19	113,456.23



Balance Sheet

Account Summary

As Of 12/31/2020

	Prior Year Balance	Current Year Balance	Variance Favorable / (Unfavorable)
Fund: 100 - General Operating Fund			
Assets			
ReportOnly1: 10 - Current Assets			
100 - Cash & Cash Equivalents	366,116.12	852,319.35	486,203.23
105 - Due From Other Governments	0.00	0.00	0.00
110 - Accounts Receivable	0.00	0.00	0.00
120 - Fund Transfers	0.00	744,136.53	744,136.53
130 - Inventories	407,287.36	441,998.94	34,711.58
140 - Prepaid Expenses	0.00	0.00	0.00
145 - Refundable Deposits	0.00	0.00	0.00
146 - Restricted Cash	184,230.23	184,239.51	9.28
147 - Restricted Investments	0.00	0.00	0.00
Total ReportOnly1 10 - Current Assets:	957,633.71	2,222,694.33	1,265,060.62
ReportOnly1: 15 - Long-term Assets			
150 - Capital Assets, Net	0.00	0.00	0.00
Total ReportOnly1 15 - Long-term Assets:	0.00	0.00	0.00
Total Assets:	957,633.71	2,222,694.33	1,265,060.62
Liability			
ReportOnly1: 10 - Current Assets			
105 - Due From Other Governments	0.00	0.00	0.00
130 - Inventories	0.00	0.00	0.00
Total ReportOnly1 10 - Current Assets:	0.00	0.00	0.00
ReportOnly1: 20 - Short-term Liabilities			
200 - Accounts Payable	0.00	-29,618.44	29,618.44
210 - Due to Other Governments	0.00	0.00	0.00
214 - Accrued Payroll	-13.68	2,500.53	-2,514.21
222 - Customer Deposits	0.00	0.00	0.00
Total ReportOnly1 20 - Short-term Liabilities:	-13.68	-27,117.91	27,104.23
ReportOnly1: 25 - Long-term Liabilities			
250 - Compensated Absences	0.00	0.00	0.00
251 - Long-term Debt	0.00	0.00	0.00
Total ReportOnly1 25 - Long-term Liabilities:	0.00	0.00	0.00
Total Liability:	-13.68	-27,117.91	27,104.23
Equity			
ReportOnly1: 15 - Long-term Assets			
150 - Capital Assets, Net	0.00	13,335.63	13,335.63
Total ReportOnly1 15 - Long-term Assets:	0.00	13,335.63	13,335.63
ReportOnly1: 30 - Net Assets			
300 - Net Assets	1,574,424.81	957,647.39	0.00
Total ReportOnly1 30 - Net Assets:	1,574,424.81	957,647.39	0.00
Total Beginning Equity:	1,574,424.81	970,983.02	13,335.63
Total Revenue	26,698,377.68	3,521,784.70	-23,176,592.98
Total Expense	22,141,852.42	2,242,955.48	19,898,896.94
Revenues Over/(Under) Expenses	4,556,525.26	1,278,829.22	-3,277,696.04
Total Equity and Current Surplus (Deficit):	6,130,950.07	2,249,812.24	-3,881,137.83
Total Liabilities, Equity and Current Surplus (Deficit):	6,130,936.39	2,222,694.33	-3,908,242.06

Balance Sheet

As Of 12/31/2020

	Prior Year Balance	Current Year Balance	Variance Favorable / (Unfavorable)
Fund: 200 - Grant/Loan Fund			
Assets			
ReportOnly1: 10 - Current Assets			
100 - Cash & Cash Equivalents	0.00	0.00	0.00
105 - Due From Other Governments	0.00	0.00	0.00
120 - Fund Transfers	0.00	-685,280.95	-685,280.95
146 - Restricted Cash	0.00	0.00	0.00
Total ReportOnly1 10 - Current Assets:	0.00	-685,280.95	-685,280.95
ReportOnly1: 15 - Long-term Assets			
150 - Capital Assets, Net	0.00	0.00	0.00
Total ReportOnly1 15 - Long-term Assets:	0.00	0.00	0.00
Total Assets:	0.00	-685,280.95	-685,280.95
Liability			
ReportOnly1: 20 - Short-term Liabilities			
200 - Accounts Payable	0.00	0.00	0.00
Total ReportOnly1 20 - Short-term Liabilities:	0.00	0.00	0.00
ReportOnly1: 25 - Long-term Liabilities			
251 - Long-term Debt	0.00	0.00	0.00
Total ReportOnly1 25 - Long-term Liabilities:	0.00	0.00	0.00
Total Liability:	0.00	0.00	0.00
Equity			
ReportOnly1: 30 - Net Assets			
300 - Net Assets	-446,614.56	0.00	0.00
Total ReportOnly1 30 - Net Assets:	-446,614.56	0.00	0.00
Total Beginning Equity:	-446,614.56	0.00	0.00
Total Revenue	22,805,433.39	1,691,325.91	-21,114,107.48
Total Expense	24,376,976.00	2,376,606.86	22,000,369.14
Revenues Over/(Under) Expenses	-1,571,542.61	-685,280.95	886,261.66
Total Equity and Current Surplus (Deficit):	-2,018,157.17	-685,280.95	1,332,876.22
Total Liabilities, Equity and Current Surplus (Deficit):	-2,018,157.17	-685,280.95	1,332,876.22

Balance Sheet

As Of 12/31/2020

	Prior Year Balance	Current Year Balance	Variance Favorable / (Unfavorable)
Fund: 900 - Restricted Reserve Fund			
Assets			
ReportOnly1: 10 - Current Assets			
100 - Cash & Cash Equivalents	0.00	0.00	0.00
110 - Accounts Receivable	0.00	0.00	0.00
120 - Fund Transfers	0.00	-58,855.58	-58,855.58
146 - Restricted Cash	0.00	0.00	0.00
147 - Restricted Investments	1,706,841.02	1,708,447.52	1,606.50
Total ReportOnly1 10 - Current Assets:	1,706,841.02	1,649,591.94	-57,249.08
Total Assets:	1,706,841.02	1,649,591.94	-57,249.08
Liability			
ReportOnly1: 20 - Short-term Liabilities			
200 - Accounts Payable	0.00	0.00	0.00
Total ReportOnly1 20 - Short-term Liabilities:	0.00	0.00	0.00
Total Liability:	0.00	0.00	0.00
Equity			
ReportOnly1: 30 - Net Assets			
300 - Net Assets	1,679,375.22	1,706,841.02	0.00
Total ReportOnly1 30 - Net Assets:	1,679,375.22	1,706,841.02	0.00
Total Beginning Equity:	1,679,375.22	1,706,841.02	0.00
Total Revenue	15,925.42	0.00	-15,925.42
Total Expense	2,826,449.56	57,249.08	2,769,200.48
Revenues Over/(Under) Expenses	-2,810,524.14	-57,249.08	2,753,275.06
Total Equity and Current Surplus (Deficit):	-1,131,148.92	1,649,591.94	2,780,740.86
Total Liabilities, Equity and Current Surplus (Deficit):	-1,131,148.92	1,649,591.94	2,780,740.86



Income Statement Group Summary

For Fiscal: FY 2020 - 2021 Period Ending: 12/31/2020

FedRpt2	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 100 - General Operating Fund					
Revenue					
400 - Water Sales	4,517,974.96	4,517,974.96	232,703.79	2,355,508.51	2,162,466.45
401 - Wastewater Sales	725,000.00	725,000.00	65,979.12	353,533.85	371,466.15
405 - Pntly/Disconnects	203,000.00	203,000.00	16,917.47	104,868.09	98,131.91
410 - Installations	575,000.00	575,000.00	115,857.04	458,740.78	116,259.22
430 - Miscellaneous	294,075.00	294,075.00	2,969.57	243,656.66	50,418.34
700 - Investment / Interest	25,000.00	25,000.00	2,711.50	5,476.81	19,523.19
Revenue Total:	6,340,049.96	6,340,049.96	437,138.49	3,521,784.70	2,818,265.26
Expense					
500 - Salaries/Benefits	1,563,200.00	1,563,200.00	116,525.58	619,297.72	943,902.28
510 - Tax / Insurance	367,500.00	367,500.00	28,113.89	164,181.78	203,318.22
515 - Utilities/Fuel/Oil	395,400.00	395,400.00	17,114.78	187,901.43	207,498.57
520 - Supplies/Expense	1,589,800.00	1,441,300.00	66,722.88	475,033.53	966,266.47
525 - Debt Services	776,000.00	776,000.00	50,679.81	320,041.63	455,958.37
530 - Interest	436,000.00	436,000.00	24,923.67	189,724.81	246,275.19
540 - Dues, Fees, permits, and licenses	75,000.00	75,000.00	0.00	0.00	75,000.00
570 - Office and administrative expense	123,000.00	123,000.00	9,825.20	58,613.75	64,386.25
580 - Professional fees	372,800.00	372,800.00	25,542.48	164,364.77	208,435.23
620 - Other operating expenses	160,000.00	160,000.00	9,144.51	63,796.06	96,203.94
640 - Capital expenditures	50,000.00	50,000.00	0.00	0.00	50,000.00
Expense Total:	5,908,700.00	5,760,200.00	348,592.80	2,242,955.48	3,517,244.52
Fund: 100 - General Operating Fund Surplus (Deficit):	431,349.96	579,849.96	88,545.69	1,278,829.22	-698,979.26
Fund: 200 - Grant/Loan Fund					
Revenue					
650 - Grant/Loan Revenue	4,771,395.00	4,771,395.00	0.00	1,691,325.91	3,080,069.09
Revenue Total:	4,771,395.00	4,771,395.00	0.00	1,691,325.91	3,080,069.09
Expense					
660 - Grant/Loan Expense	3,881,202.00	3,881,202.00	369,502.13	2,376,606.86	1,504,595.14
Expense Total:	3,881,202.00	3,881,202.00	369,502.13	2,376,606.86	1,504,595.14
Fund: 200 - Grant/Loan Fund Surplus (Deficit):	890,193.00	890,193.00	-369,502.13	-685,280.95	1,575,473.95
Fund: 900 - Restricted Reserve Fund					
Revenue					
415 - Miscellaneous	4,500.00	4,500.00	0.00	0.00	4,500.00
Revenue Total:	4,500.00	4,500.00	0.00	0.00	4,500.00
Expense					
520 - Supplies/Expense	871,700.00	871,700.00	4,149.18	29,021.09	842,678.91
660 - Grant/Loan Expense	200,000.00	200,000.00	0.00	28,227.99	171,772.01
Expense Total:	1,071,700.00	1,071,700.00	4,149.18	57,249.08	1,014,450.92
Fund: 900 - Restricted Reserve Fund Surplus (Deficit):	-1,067,200.00	-1,067,200.00	-4,149.18	-57,249.08	-1,009,950.92
Total Surplus (Deficit):	254,342.96	402,842.96	-285,105.62	536,299.19	

Fund Summary

Fund	Original	Current	MTD Activity	YTD Activity	Budget
	Total Budget	Total Budget			Remaining
100 - General Operating Fund	431,349.96	579,849.96	88,545.69	1,278,829.22	-698,979.26
200 - Grant/Loan Fund	890,193.00	890,193.00	-369,502.13	-685,280.95	1,575,473.95
900 - Restricted Reserve Fund	-1,067,200.00	-1,067,200.00	-4,149.18	-57,249.08	-1,009,950.92
Total Surplus (Deficit):	254,342.96	402,842.96	-285,105.62	536,299.19	



Bank Transaction Report

Transaction Detail

Issued Date Range: 01/01/2021 - 01/31/2021

Cleared Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
Bank Account: Operating Account							
Check							
01/20/2021	01/31/2021	27002	8 X 8 INC	Accounts Payable	Pending Clear	Check	-1,043.54
01/20/2021	01/31/2021	27003	AFLAC	Accounts Payable	Pending Clear	Check	-592.40
01/20/2021	01/31/2021	27004	Big O Tires of Las Cruces	Accounts Payable	Pending Clear	Check	-82.00
01/20/2021	01/31/2021	27005	Big O Tires of Las Cruces	Accounts Payable	Pending Clear	Check	-607.85
01/20/2021	01/31/2021	27006	Bohannon Huston	Accounts Payable	Pending Clear	Check	-72,511.80
01/20/2021		27007	Casa De Autos	Accounts Payable	Outstanding	Check	-53.53
01/20/2021		27008	Casa De Autos	Accounts Payable	Outstanding	Check	-53.53
01/20/2021	01/31/2021	27009	Century Link	Accounts Payable	Pending Clear	Check	-66.12
01/20/2021	01/31/2021	27010	City of Las Cruces	Accounts Payable	Pending Clear	Check	-1,208.52
01/20/2021	01/31/2021	27011	City of Las Cruces	Accounts Payable	Pending Clear	Check	-445.04
01/20/2021	01/31/2021	27012	City of Las Cruces	Accounts Payable	Pending Clear	Check	-6,493.11
01/20/2021	01/31/2021	27013	City of Las Cruces	Accounts Payable	Pending Clear	Check	-734.23
01/20/2021	01/31/2021	27014	City of Las Cruces	Accounts Payable	Pending Clear	Check	-445.04
01/20/2021	01/31/2021	27015	City of Las Cruces	Accounts Payable	Pending Clear	Check	-16.87
01/20/2021	01/31/2021	27016	Comcast	Accounts Payable	Pending Clear	Check	-277.13
01/20/2021	01/31/2021	27017	Comcast	Accounts Payable	Pending Clear	Check	-234.83
01/20/2021	01/31/2021	27018	DE'AUN WILLOUGHBY CPA, PC	Accounts Payable	Pending Clear	Check	-9,996.53
01/20/2021	01/31/2021	27019	Dona Ana County	Accounts Payable	Pending Clear	Check	-233.45
01/20/2021	01/31/2021	27020	Dona Ana County	Accounts Payable	Pending Clear	Check	-200.00
01/20/2021	01/31/2021	27021	Dona Ana Mutual Domestic Water Consumers Association	Accounts Payable	Pending Clear	Check	-36.58
01/20/2021	01/31/2021	27022	Dona Ana Mutual Domestic Water Consumers Association	Accounts Payable	Pending Clear	Check	-75.25
01/20/2021	01/31/2021	27023	Dona Ana Mutual Domestic Water Consumers Association	Accounts Payable	Pending Clear	Check	-28.38
01/20/2021	01/31/2021	27024	Eagle Security, LLC	Accounts Payable	Pending Clear	Check	-162.71
01/20/2021	01/31/2021	27025	El Paso Electric	Accounts Payable	Pending Clear	Check	-150.04
01/20/2021	01/31/2021	27026	El Paso Electric	Accounts Payable	Pending Clear	Check	-32.88
01/20/2021	01/31/2021	27027	El Paso Electric	Accounts Payable	Pending Clear	Check	-224.66
01/20/2021	01/31/2021	27028	El Paso Electric	Accounts Payable	Pending Clear	Check	-87.95
01/20/2021	01/31/2021	27029	El Paso Electric	Accounts Payable	Pending Clear	Check	-176.51
01/20/2021	01/31/2021	27030	El Paso Electric	Accounts Payable	Pending Clear	Check	-1,469.50
01/20/2021	01/31/2021	27031	El Paso Electric	Accounts Payable	Pending Clear	Check	-21.78
01/20/2021	01/31/2021	27032	El Paso Electric	Accounts Payable	Pending Clear	Check	-21.78
01/20/2021	01/31/2021	27033	El Paso Electric	Accounts Payable	Pending Clear	Check	-16.82
01/20/2021	01/31/2021	27034	El Paso Electric	Accounts Payable	Pending Clear	Check	-251.39
01/20/2021	01/31/2021	27035	El Paso Electric	Accounts Payable	Pending Clear	Check	-15.25
01/20/2021	01/31/2021	27036	El Paso Electric	Accounts Payable	Pending Clear	Check	-100.74

Bank Transaction Report

Issued Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
01/20/2021	01/31/2021	27037	El Paso Electric	Accounts Payable	Pending Clear	Check	-314.86
01/20/2021	01/31/2021	27038	El Paso Electric	Accounts Payable	Pending Clear	Check	-1,074.35
01/20/2021	01/31/2021	27039	El Paso Electric	Accounts Payable	Pending Clear	Check	-2,079.43
01/20/2021	01/31/2021	27040	El Paso Electric	Accounts Payable	Pending Clear	Check	-15.25
01/20/2021	01/31/2021	27041	El Paso Electric	Accounts Payable	Pending Clear	Check	-923.86
01/20/2021	01/31/2021	27042	El Paso Electric	Accounts Payable	Pending Clear	Check	-360.57
01/20/2021	01/31/2021	27043	El Paso Electric	Accounts Payable	Pending Clear	Check	-111.56
01/20/2021	01/31/2021	27044	El Paso Electric	Accounts Payable	Pending Clear	Check	-15.25
01/20/2021	01/31/2021	27045	El Paso Electric	Accounts Payable	Pending Clear	Check	-1,673.82
01/20/2021	01/31/2021	27046	El Paso Electric	Accounts Payable	Pending Clear	Check	-1,541.04
01/20/2021	01/31/2021	27047	El Paso Electric	Accounts Payable	Pending Clear	Check	-374.93
01/20/2021	01/31/2021	27048	El Paso Electric	Accounts Payable	Pending Clear	Check	-51.30
01/20/2021	01/31/2021	27049	El Paso Electric	Accounts Payable	Pending Clear	Check	-22.13
01/20/2021	01/31/2021	27050	El Paso Electric	Accounts Payable	Pending Clear	Check	-105.53
01/20/2021	01/31/2021	27051	El Paso Electric	Accounts Payable	Pending Clear	Check	-2,127.77
01/20/2021	01/31/2021	27052	El Paso Electric	Accounts Payable	Pending Clear	Check	-15.25
01/20/2021	01/31/2021	27053	El Paso Electric	Accounts Payable	Pending Clear	Check	-42.35
01/20/2021	01/31/2021	27054	FLEETMATICS USA LLC	Accounts Payable	Pending Clear	Check	-689.61
01/20/2021	01/31/2021	27055	Internal Revenue Service	Accounts Payable	Pending Clear	Check	-11,001.51
01/20/2021	01/31/2021	27056	Internal Revenue Service	Accounts Payable	Pending Clear	Check	-10,564.52
01/20/2021	01/31/2021	27057	Kosh Solutions, LLC	Accounts Payable	Pending Clear	Check	-2,248.49
01/20/2021	01/31/2021	27058	MEGAHURTZ COMPUTER CONSULTING, INC.	Accounts Payable	Pending Clear	Check	-54.16
01/20/2021	01/31/2021	27059	OpenEdge	Accounts Payable	Pending Clear	Check	-114.60
01/20/2021	01/31/2021	27060	OpenEdge	Accounts Payable	Pending Clear	Check	-4,049.77
01/20/2021	01/31/2021	27061	Pitney Bowes Global Financial Services LLC	Accounts Payable	Pending Clear	Check	-242.71
01/20/2021	01/31/2021	27062	Pitney Bowes Global Financial Services LLC	Accounts Payable	Pending Clear	Check	-100.00
01/20/2021	01/31/2021	27063	Postal Pros Southwest, Inc.	Accounts Payable	Pending Clear	Check	-3,145.67
01/20/2021	01/31/2021	27064	Professional Water Testing LLC	Accounts Payable	Pending Clear	Check	-54.16
01/20/2021	01/31/2021	27065	Public Employees Retirement Association	Accounts Payable	Pending Clear	Check	-8,182.51
01/20/2021		27066	Red Wing Shoes of Las Cruces	Accounts Payable	Outstanding	Check	-350.00
01/20/2021		27067	Red Wing Shoes of Las Cruces	Accounts Payable	Outstanding	Check	-179.99
01/20/2021	01/31/2021	27068	Shine 4 Ever Commercial Services, LLC	Accounts Payable	Pending Clear	Check	-433.25
01/20/2021	01/31/2021	27069	Shine 4 Ever Commercial Services, LLC	Accounts Payable	Pending Clear	Check	-649.88
01/20/2021	01/31/2021	27070	Souder, Miller, & Associates	Accounts Payable	Pending Clear	Check	-3,385.04
01/20/2021	01/31/2021	27071	Souder, Miller, & Associates	Accounts Payable	Pending Clear	Check	-1,920.25
01/20/2021	01/31/2021	27072	Souder, Miller, & Associates	Accounts Payable	Pending Clear	Check	-4,303.91
01/20/2021	01/31/2021	27073	South Central Solid Waste	Accounts Payable	Pending Clear	Check	-35.84
01/20/2021	01/31/2021	27074	Southwest Disposal	Accounts Payable	Pending Clear	Check	-159.66
01/20/2021	01/31/2021	27075	Southwest Disposal	Accounts Payable	Pending Clear	Check	-277.75
01/20/2021	01/31/2021	27076	Tyler Technologies, Inc	Accounts Payable	Pending Clear	Check	-230.60
01/20/2021	01/31/2021	27077	Tyler Technologies, Inc	Accounts Payable	Pending Clear	Check	-3,858.75
01/20/2021	01/31/2021	27078	United Healthcare	Accounts Payable	Pending Clear	Check	-13,704.68
01/20/2021	01/31/2021	27079	UNUM	Accounts Payable	Pending Clear	Check	-1,180.45

Bank Transaction Report

Issued Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
01/20/2021	01/31/2021	27080	USDA-RUS	Accounts Payable	Pending Clear	Check	-2,958.00
01/20/2021	01/31/2021	27081	USDA-RUS	Accounts Payable	Pending Clear	Check	-2,693.00
01/20/2021	01/31/2021	27082	USDA-RUS	Accounts Payable	Pending Clear	Check	-7,291.00
01/20/2021	01/31/2021	27083	USDA-RUS	Accounts Payable	Pending Clear	Check	-2,376.00
01/20/2021	01/31/2021	27084	WATSON SMITH. LLC	Accounts Payable	Pending Clear	Check	-21.67
01/20/2021	01/31/2021	27085	WATSON SMITH. LLC	Accounts Payable	Pending Clear	Check	-433.25
01/20/2021		27086	Wells Fargo Bank	Accounts Payable	Outstanding	Check	-517.22
01/20/2021	01/31/2021	27087	Wells Fargo Bank	Accounts Payable	Pending Clear	Check	-1,724.53
01/20/2021	01/31/2021	27088	Zia Natural Gas Company	Accounts Payable	Pending Clear	Check	-15.02
01/20/2021	01/31/2021	27089	Zia Natural Gas Company	Accounts Payable	Pending Clear	Check	-20.92
01/20/2021	01/31/2021	27090	Zia Natural Gas Company	Accounts Payable	Pending Clear	Check	-73.98
01/20/2021	01/31/2021	27091	Zia Natural Gas Company	Accounts Payable	Pending Clear	Check	-235.51
01/20/2021	01/31/2021	27092	Zia Natural Gas Company	Accounts Payable	Pending Clear	Check	-68.07
01/20/2021	01/31/2021	27093	Zia Natural Gas Company	Accounts Payable	Pending Clear	Check	-266.17
01/20/2021		27094	VERONICA LAWHORN	Utility Billing	Outstanding	Check	-44.20
01/20/2021		27095	ISAAC CAMPOS	Utility Billing	Outstanding	Check	-49.50
01/20/2021		27096	GILBERT SAMANIEGO	Utility Billing	Outstanding	Check	-73.93
01/20/2021		27097	STEPHEN DISHNEAU	Utility Billing	Outstanding	Check	-23.13
01/20/2021		27098	MANUEL RODRIGUEZ	Utility Billing	Outstanding	Check	-7.18
01/20/2021		27099	JO BETH HAWK	Utility Billing	Outstanding	Check	-22.10
01/20/2021		27100	MARTHA M FRENCH	Utility Billing	Outstanding	Check	-56.48
01/20/2021		27101	CELINA JACKSON	Utility Billing	Outstanding	Check	-38.77
01/20/2021		27102	DESERT VIEW HOME, LLC.	Utility Billing	Outstanding	Check	-6.07
01/20/2021		27103	DESERT VIEW HOMES, LLC.	Utility Billing	Outstanding	Check	-6.24
01/20/2021		27104	DESERT VIEW HOMES, LLC.	Utility Billing	Outstanding	Check	-3.37
01/20/2021		27105	DESERT VIEW HOMES, LLC.	Utility Billing	Outstanding	Check	-4.19
01/20/2021		27106	RIYAD NEHLAWI	Utility Billing	Outstanding	Check	-15.05
01/20/2021		27107	ROSANNA CONLEY	Utility Billing	Outstanding	Check	-60.32
01/20/2021		27108	FILE CONSTRUCTION	Utility Billing	Outstanding	Check	-942.19
01/31/2021		27109	STEVEN NIETO	Utility Billing	Outstanding	Check	-80.20
01/31/2021		27110	AgriGen Valuation, Inc.	Accounts Payable	Outstanding	Check	-2,800.00
01/31/2021		27111	Casa De Autos	Accounts Payable	Outstanding	Check	-53.53
01/31/2021	01/31/2021	27112	Comcast	Accounts Payable	Pending Clear	Check	-216.46
01/31/2021		27113	Core & Main LP	Accounts Payable	Outstanding	Check	-3,852.27
01/31/2021	01/31/2021	27114	Delta Dental of New Mexico	Accounts Payable	Pending Clear	Check	-732.35
01/31/2021	01/31/2021	27115	Dona Ana Mutual Domestic Water Consumers Association	Accounts Payable	Pending Clear	Check	-74.74
01/31/2021		27116	DPC Industries, Inc.	Accounts Payable	Outstanding	Check	-230.00
01/31/2021		27117	EVOQUA WATER TECHNOLOGIES, LLC	Accounts Payable	Outstanding	Check	-13,305.60
01/31/2021		27118	Grassel, Kevin	Accounts Payable	Outstanding	Check	-31.17
01/31/2021		27119	Hoop T Dudes Inc	Accounts Payable	Outstanding	Check	-715.50
01/31/2021	01/31/2021	27120	Internal Revenue Service	Accounts Payable	Pending Clear	Check	-58.16
01/31/2021		27121	Las Cruces Plumbing and Gas, LLC	Accounts Payable	Outstanding	Check	-43.33
01/31/2021		27122	Lawrence Sanchez	Accounts Payable	Outstanding	Check	-200.00

Bank Transaction Report

Issued Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
01/31/2021		27123	Margo Lopez	Accounts Payable	Outstanding	Check	-461.34
01/31/2021		27124	MORSCO Supply, LLC	Accounts Payable	Outstanding	Check	-60.68
01/31/2021	01/31/2021	27125	New Mexico Mutual Casualty Company	Accounts Payable	Pending Clear	Check	-1,169.00
01/31/2021		27126	New Mexico One Call	Accounts Payable	Outstanding	Check	-838.00
01/31/2021	01/31/2021	27127	New Mexico State Tax & Revenue	Accounts Payable	Pending Clear	Check	-940.23
01/31/2021	01/31/2021	27128	New Mexico State Tax & Revenue	Accounts Payable	Pending Clear	Check	-274.34
01/31/2021	01/31/2021	27129	New Mexico State Tax & Revenue	Accounts Payable	Pending Clear	Check	-92.71
01/31/2021	01/31/2021	27130	New Mexico State Tax & Revenue	Accounts Payable	Pending Clear	Check	-23,395.84
01/31/2021		27131	Professional Water Testing LLC	Accounts Payable	Outstanding	Check	-54.16
01/31/2021		27132	Professional Water Testing LLC	Accounts Payable	Outstanding	Check	-141.89
01/31/2021		27133	Professional Water Testing LLC	Accounts Payable	Outstanding	Check	-141.89
01/31/2021		27134	Professional Water Testing LLC	Accounts Payable	Outstanding	Check	-54.16
01/31/2021		27135	Professional Water Testing LLC	Accounts Payable	Outstanding	Check	-54.16
01/31/2021		27136	Professional Water Testing LLC	Accounts Payable	Outstanding	Check	-141.89
01/31/2021	01/31/2021	27137	Public Employees Retirement Association	Accounts Payable	Pending Clear	Check	-8,347.69
01/31/2021	01/31/2021	27138	Secretary of State of New Mexico	Accounts Payable	Pending Clear	Check	-20.00
01/31/2021	01/31/2021	27139	Secretary of State of New Mexico	Accounts Payable	Pending Clear	Check	-10.00
01/31/2021	01/31/2021	27140	Sunbelt Insurance Group	Accounts Payable	Pending Clear	Check	-9,879.45
01/31/2021	01/31/2021	27141	VISION SERVICE PLAN	Accounts Payable	Pending Clear	Check	-190.98
01/31/2021	01/31/2021	27142	WEX Fleet Universal	Accounts Payable	Pending Clear	Check	-1,273.04
01/31/2021		27143	WorkMed Inc, Benito Gallardo JR M.D	Accounts Payable	Outstanding	Check	-162.48
01/31/2021		27144	File Construction, LLC	Accounts Payable	Outstanding	Check	-285,910.56
01/31/2021		27145	Morrow Enterprises Inc.	Accounts Payable	Outstanding	Check	-13,798.51
01/31/2021	01/31/2021	27146	Verizon Wireless	Accounts Payable	Pending Clear	Check	-584.24
01/31/2021		27151	American Document Services	Accounts Payable	Outstanding	Check	-161.76
01/31/2021		27152	City of Las Cruces	Accounts Payable	Outstanding	Check	-4,943.44
01/31/2021		27153	City of Las Cruces	Accounts Payable	Outstanding	Check	-937.93
01/31/2021		27154	New Mexico State Tax & Revenue	Accounts Payable	Outstanding	Check	-25,188.03
01/31/2021	01/31/2021	27155	Wells Fargo Bank	Accounts Payable	Pending Clear	Check	-4,082.97
Check Total: (150)							-605,886.49
EFT							
01/04/2021	01/31/2021	DFT0119FY21	Payroll EFT	Payroll	Pending Clear	EFT	-12,028.34
01/04/2021	01/31/2021	DFT0123FY21	Payroll EFT	Payroll	Pending Clear	EFT	-16,237.16
01/04/2021	01/31/2021	DFT0127FY21	Payroll EFT	Payroll	Pending Clear	EFT	-294.25
01/15/2021	01/31/2021	DFT0131FY21	Payroll EFT	Payroll	Pending Clear	EFT	-12,022.60
01/15/2021	01/31/2021	DFT0135FY21	Payroll EFT	Payroll	Pending Clear	EFT	-17,685.65
01/20/2021	01/31/2021	605	New Mexico Finance Authority	Accounts Payable	Pending Clear	EFT	-11,779.90
01/20/2021	01/31/2021	606	New Mexico Finance Authority	Accounts Payable	Pending Clear	EFT	-10,437.75
01/20/2021	01/31/2021	607	New Mexico Finance Authority	Accounts Payable	Pending Clear	EFT	-7,925.09
01/28/2021	01/31/2021	DFT0145FY21	Payroll EFT	Payroll	Pending Clear	EFT	-350.92
01/31/2021		608	Integration & Control Solutions, LLC	Accounts Payable	Outstanding	EFT	-1,419.22
01/31/2021		609	At Your Service, Inc.	Accounts Payable	Outstanding	EFT	-62.28

Bank Transaction Report

	Issued Date Range: -
EFT Total: (11)	<u>-90,243.16</u>
Bank Account Total: (161)	<u>-696,129.65</u>
Report Total: (161)	-696,129.65



Budget Report Group Summary

For Fiscal: FY 2020 - 2021 Period Ending: 01/31/2021

StateRpt...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Operating Fund						
Revenue						
400 - Water Sales	4,230,974.96	4,230,974.96	304,202.87	2,392,258.58	-1,838,716.38	43.46 %
405 - Wastewater Sales	740,000.00	740,000.00	56,636.37	415,895.11	-324,104.89	43.80 %
410 - Connection/Reconnection Charges	85,000.00	85,000.00	11,046.01	56,123.81	-28,876.19	33.97 %
420 - Water New Connections & Service Fees	760,000.00	760,000.00	73,840.43	726,643.58	-33,356.42	4.39 %
425 - Wastewater New Connections & Service Fees	150,000.00	150,000.00	15,456.68	105,234.89	-44,765.11	29.84 %
430 - Water Late Fees & Penalties	55,000.00	55,000.00	7,266.31	43,285.07	-11,714.93	21.30 %
435 - Wastewater Late Fees & Penalties	8,000.00	8,000.00	806.67	4,698.57	-3,301.43	41.27 %
440 - Taxes	22,000.00	22,000.00	1,248.01	13,485.21	-8,514.79	38.70 %
450 - Other Operating Revenue	289,075.00	289,075.00	6,523.79	241,187.02	-47,887.98	16.57 %
Revenue Total:	6,340,049.96	6,340,049.96	477,027.14	3,998,811.84	-2,341,238.12	36.93 %
Expense						
500 - Salaries	1,122,500.00	1,122,500.00	87,516.91	540,768.51	581,731.49	51.82 %
501 - Employee Benefits	478,200.00	478,200.00	32,401.84	206,547.30	271,652.70	56.81 %
505 - Electricity	317,000.00	317,000.00	13,879.89	173,794.55	143,205.45	45.18 %
515 - Other Utilities - Gas, Water, Sewer, Telephone	46,400.00	46,400.00	3,943.22	24,669.06	21,730.94	46.83 %
520 - System Parts & Supplies	748,000.00	748,000.00	30,413.57	248,525.81	499,474.19	66.77 %
525 - System Repairs and Maintenance	400,000.00	400,000.00	2,061.21	191,621.71	208,378.29	52.09 %
530 - Vehicles Expenses	192,000.00	43,500.00	1,880.89	12,048.86	31,451.14	72.30 %
535 - Office and Administrative Expenses	166,650.00	166,650.00	8,605.87	48,650.63	117,999.37	70.81 %
540 - Professional Services - Accounting, Engineering, L	363,800.00	363,800.00	15,562.22	179,742.85	184,057.15	50.59 %
545 - Insurance	54,000.00	54,000.00	0.00	0.00	54,000.00	100.00 %
550 - Due, Fees, Permits and Licenses	159,600.00	159,600.00	9,577.97	54,582.94	105,017.06	65.80 %
555 - Taxes - Gross Receipts Tax, Conservation Fee	310,000.00	310,000.00	44,651.29	190,394.78	119,605.22	38.58 %
560 - Training	33,000.00	33,000.00	0.00	0.00	33,000.00	100.00 %
570 - System Repairs	0.00	0.00	0.00	17.83	-17.83	0.00 %
590 - Miscellaneous	235,550.00	235,550.00	11,542.58	123,861.67	111,688.33	47.42 %
598 - Debt Payment - Principlal	776,000.00	776,000.00	28,745.51	348,787.14	427,212.86	55.05 %
599 - Debt Payments - Interest	436,000.00	436,000.00	16,715.23	206,440.04	229,559.96	52.65 %
750 - Water Rights Expense	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
Expense Total:	5,888,700.00	5,740,200.00	307,498.20	2,550,453.68	3,189,746.32	55.57 %
Fund: 100 - General Operating Fund Surplus (Deficit):	451,349.96	599,849.96	169,528.94	1,448,358.16	848,508.20	-141.45 %
Fund: 200 - Grant/Loan Fund						
Revenue						
600 - Grant Revenue	4,771,395.00	4,771,395.00	0.00	1,691,325.91	-3,080,069.09	64.55 %
Revenue Total:	4,771,395.00	4,771,395.00	0.00	1,691,325.91	-3,080,069.09	64.55 %
Expense						
650 - Grant Expense	3,881,202.00	3,881,202.00	382,263.52	2,758,870.38	1,122,331.62	28.92 %
Expense Total:	3,881,202.00	3,881,202.00	382,263.52	2,758,870.38	1,122,331.62	28.92 %
Fund: 200 - Grant/Loan Fund Surplus (Deficit):	890,193.00	890,193.00	-382,263.52	-1,067,544.47	-1,957,737.47	219.92 %
Fund: 900 - Restricted Reserve Fund						
Revenue						
450 - Other Operating Revenue	4,500.00	4,500.00	0.00	0.00	-4,500.00	100.00 %
Revenue Total:	4,500.00	4,500.00	0.00	0.00	-4,500.00	100.00 %
Expense						
650 - Grant Expense	200,000.00	200,000.00	0.00	28,227.99	171,772.01	85.89 %
740 - Capital Purchases	871,700.00	871,700.00	0.00	29,021.09	842,678.91	96.67 %

Budget Report

For Fiscal: FY 2020 - 2021 Period Ending: 01/31/2021

StateRpt...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Expense Total:	1,071,700.00	1,071,700.00	0.00	57,249.08	1,014,450.92	94.66 %
Fund: 900 - Restricted Reserve Fund Surplus (Deficit):	-1,067,200.00	-1,067,200.00	0.00	-57,249.08	1,009,950.92	94.64 %
Report Surplus (Deficit):	274,342.96	422,842.96	-212,734.58	323,564.61	-99,278.35	23.48 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - General Operating Fund	451,349.96	599,849.96	169,528.94	1,448,358.16	848,508.20
200 - Grant/Loan Fund	890,193.00	890,193.00	-382,263.52	-1,067,544.47	-1,957,737.47
900 - Restricted Reserve Fund	-1,067,200.00	-1,067,200.00	0.00	-57,249.08	1,009,950.92
Report Surplus (Deficit):	274,342.96	422,842.96	-212,734.58	323,564.61	-99,278.35



Balance Sheet

Account Summary

As Of 01/31/2021

	Prior Year Balance	Current Year Balance	Variance Favorable / (Unfavorable)
Fund: 100 - General Operating Fund			
Assets			
ReportOnly1: 10 - Current Assets			
100 - Cash & Cash Equivalents	366,116.12	625,941.69	259,825.57
105 - Due From Other Governments	0.00	8,706.50	8,706.50
110 - Accounts Receivable	0.00	0.00	0.00
120 - Fund Transfers	0.00	1,126,400.05	1,126,400.05
130 - Inventories	407,287.36	429,536.16	22,248.80
140 - Prepaid Expenses	0.00	0.00	0.00
145 - Refundable Deposits	0.00	0.00	0.00
146 - Restricted Cash	184,230.23	184,241.08	10.85
147 - Restricted Investments	0.00	0.00	0.00
Total ReportOnly1 10 - Current Assets:	957,633.71	2,374,825.48	1,417,191.77
ReportOnly1: 15 - Long-term Assets			
150 - Capital Assets, Net	0.00	0.00	0.00
Total ReportOnly1 15 - Long-term Assets:	0.00	0.00	0.00
Total Assets:	957,633.71	2,374,825.48	1,417,191.77
Liability			
ReportOnly1: 10 - Current Assets			
105 - Due From Other Governments	0.00	0.00	0.00
130 - Inventories	0.00	-16,315.05	16,315.05
Total ReportOnly1 10 - Current Assets:	0.00	-16,315.05	16,315.05
ReportOnly1: 20 - Short-term Liabilities			
200 - Accounts Payable	0.00	-29,618.44	29,618.44
210 - Due to Other Governments	0.00	0.00	0.00
214 - Accrued Payroll	-13.68	1,417.79	-1,431.47
222 - Customer Deposits	0.00	0.00	0.00
Total ReportOnly1 20 - Short-term Liabilities:	-13.68	-28,200.65	28,186.97
ReportOnly1: 25 - Long-term Liabilities			
250 - Compensated Absences	0.00	0.00	0.00
251 - Long-term Debt	0.00	0.00	0.00
Total ReportOnly1 25 - Long-term Liabilities:	0.00	0.00	0.00
Total Liability:	-13.68	-44,515.70	44,502.02
Equity			
ReportOnly1: 15 - Long-term Assets			
150 - Capital Assets, Net	0.00	13,335.63	13,335.63
Total ReportOnly1 15 - Long-term Assets:	0.00	13,335.63	13,335.63
ReportOnly1: 30 - Net Assets			
300 - Net Assets	1,783,360.05	957,647.39	0.00
Total ReportOnly1 30 - Net Assets:	1,783,360.05	957,647.39	0.00
Total Beginning Equity:	1,783,360.05	970,983.02	13,335.63
Total Revenue	26,698,377.68	3,998,811.84	-22,699,565.84
Total Expense	22,141,852.42	2,550,453.68	19,591,398.74
Revenues Over/(Under) Expenses	4,556,525.26	1,448,358.16	-3,108,167.10
Total Equity and Current Surplus (Deficit):	6,339,885.31	2,419,341.18	-3,920,544.13
Total Liabilities, Equity and Current Surplus (Deficit):	6,339,871.63	2,374,825.48	-3,965,046.15

Balance Sheet

As Of 01/31/2021

	Prior Year Balance	Current Year Balance	Variance Favorable / (Unfavorable)
Fund: 200 - Grant/Loan Fund			
Assets			
ReportOnly1: 10 - Current Assets			
100 - Cash & Cash Equivalents	0.00	0.00	0.00
105 - Due From Other Governments	0.00	0.00	0.00
120 - Fund Transfers	0.00	-1,067,544.47	-1,067,544.47
146 - Restricted Cash	0.00	0.00	0.00
Total ReportOnly1 10 - Current Assets:	0.00	-1,067,544.47	-1,067,544.47
ReportOnly1: 15 - Long-term Assets			
150 - Capital Assets, Net	0.00	0.00	0.00
Total ReportOnly1 15 - Long-term Assets:	0.00	0.00	0.00
Total Assets:	0.00	-1,067,544.47	-1,067,544.47
Liability			
ReportOnly1: 20 - Short-term Liabilities			
200 - Accounts Payable	0.00	0.00	0.00
Total ReportOnly1 20 - Short-term Liabilities:	0.00	0.00	0.00
ReportOnly1: 25 - Long-term Liabilities			
251 - Long-term Debt	0.00	0.00	0.00
Total ReportOnly1 25 - Long-term Liabilities:	0.00	0.00	0.00
Total Liability:	0.00	0.00	0.00
Equity			
ReportOnly1: 30 - Net Assets			
300 - Net Assets	-446,614.56	0.00	0.00
Total ReportOnly1 30 - Net Assets:	-446,614.56	0.00	0.00
Total Beginning Equity:	-446,614.56	0.00	0.00
Total Revenue	22,805,433.39	1,691,325.91	-21,114,107.48
Total Expense	24,376,976.00	2,758,870.38	21,618,105.62
Revenues Over/(Under) Expenses	-1,571,542.61	-1,067,544.47	503,998.14
Total Equity and Current Surplus (Deficit):	-2,018,157.17	-1,067,544.47	950,612.70
Total Liabilities, Equity and Current Surplus (Deficit):	-2,018,157.17	-1,067,544.47	950,612.70

Balance Sheet

As Of 01/31/2021

	Prior Year Balance	Current Year Balance	Variance Favorable / (Unfavorable)
Fund: 900 - Restricted Reserve Fund			
Assets			
ReportOnly1: 10 - Current Assets			
100 - Cash & Cash Equivalents	0.00	0.00	0.00
110 - Accounts Receivable	0.00	0.00	0.00
120 - Fund Transfers	0.00	-58,855.58	-58,855.58
146 - Restricted Cash	0.00	0.00	0.00
147 - Restricted Investments	1,706,841.02	1,708,447.52	1,606.50
Total ReportOnly1 10 - Current Assets:	1,706,841.02	1,649,591.94	-57,249.08
Total Assets:	1,706,841.02	1,649,591.94	-57,249.08
Liability			
ReportOnly1: 20 - Short-term Liabilities			
200 - Accounts Payable	0.00	0.00	0.00
Total ReportOnly1 20 - Short-term Liabilities:	0.00	0.00	0.00
Total Liability:	0.00	0.00	0.00
Equity			
ReportOnly1: 30 - Net Assets			
300 - Net Assets	1,679,375.22	1,706,841.02	0.00
Total ReportOnly1 30 - Net Assets:	1,679,375.22	1,706,841.02	0.00
Total Beginning Equity:	1,679,375.22	1,706,841.02	0.00
Total Revenue	15,925.42	0.00	-15,925.42
Total Expense	2,826,449.56	57,249.08	2,769,200.48
Revenues Over/(Under) Expenses	-2,810,524.14	-57,249.08	2,753,275.06
Total Equity and Current Surplus (Deficit):	-1,131,148.92	1,649,591.94	2,780,740.86
Total Liabilities, Equity and Current Surplus (Deficit):	-1,131,148.92	1,649,591.94	2,780,740.86



Income Statement Group Summary

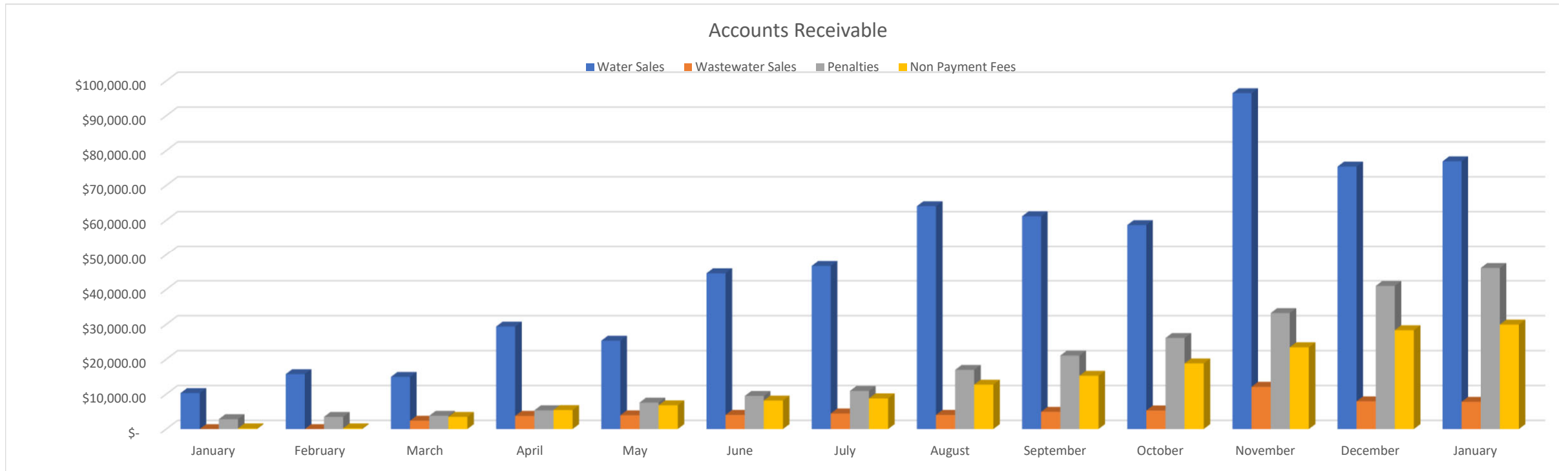
For Fiscal: FY 2020 - 2021 Period Ending: 01/31/2021

FedRpt2	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 100 - General Operating Fund					
Revenue					
400 - Water Sales	4,517,974.96	4,517,974.96	327,638.07	2,683,146.58	1,834,828.38
401 - Wastewater Sales	725,000.00	725,000.00	56,636.37	410,170.22	314,829.78
405 - Pntly/Disconnects	203,000.00	203,000.00	29,708.38	134,576.47	68,423.53
410 - Installations	575,000.00	575,000.00	54,123.53	512,864.31	62,135.69
430 - Miscellaneous	294,075.00	294,075.00	8,693.72	252,350.38	41,724.62
700 - Investment / Interest	25,000.00	25,000.00	227.07	5,703.88	19,296.12
Revenue Total:	6,340,049.96	6,340,049.96	477,027.14	3,998,811.84	2,341,238.12
Expense					
500 - Salaries/Benefits	1,563,200.00	1,563,200.00	118,587.27	737,884.99	825,315.01
510 - Tax / Insurance	367,500.00	367,500.00	44,513.01	208,694.79	158,805.21
515 - Utilities/Fuel/Oil	395,400.00	395,400.00	19,014.15	206,915.58	188,484.42
520 - Supplies/Expense	1,589,800.00	1,441,300.00	44,992.94	520,026.47	921,273.53
525 - Debt Services	776,000.00	776,000.00	28,745.51	348,787.14	427,212.86
530 - Interest	436,000.00	436,000.00	16,715.23	206,440.04	229,559.96
540 - Dues, Fees, permits, and licenses	75,000.00	75,000.00	0.00	0.00	75,000.00
570 - Office and administrative expense	123,000.00	123,000.00	9,879.45	68,493.20	54,506.80
580 - Professional fees	372,800.00	372,800.00	15,724.70	180,089.47	192,710.53
620 - Other operating expenses	160,000.00	160,000.00	9,325.94	73,122.00	86,878.00
640 - Capital expenditures	50,000.00	50,000.00	0.00	0.00	50,000.00
Expense Total:	5,908,700.00	5,760,200.00	307,498.20	2,550,453.68	3,209,746.32
Fund: 100 - General Operating Fund Surplus (Deficit):	431,349.96	579,849.96	169,528.94	1,448,358.16	-868,508.20
Fund: 200 - Grant/Loan Fund					
Revenue					
650 - Grant/Loan Revenue	4,771,395.00	4,771,395.00	0.00	1,691,325.91	3,080,069.09
Revenue Total:	4,771,395.00	4,771,395.00	0.00	1,691,325.91	3,080,069.09
Expense					
660 - Grant/Loan Expense	3,881,202.00	3,881,202.00	382,263.52	2,758,870.38	1,122,331.62
Expense Total:	3,881,202.00	3,881,202.00	382,263.52	2,758,870.38	1,122,331.62
Fund: 200 - Grant/Loan Fund Surplus (Deficit):	890,193.00	890,193.00	-382,263.52	-1,067,544.47	1,957,737.47
Fund: 900 - Restricted Reserve Fund					
Revenue					
415 - Miscellaneous	4,500.00	4,500.00	0.00	0.00	4,500.00
Revenue Total:	4,500.00	4,500.00	0.00	0.00	4,500.00
Expense					
520 - Supplies/Expense	871,700.00	871,700.00	0.00	29,021.09	842,678.91
660 - Grant/Loan Expense	200,000.00	200,000.00	0.00	28,227.99	171,772.01
Expense Total:	1,071,700.00	1,071,700.00	0.00	57,249.08	1,014,450.92
Fund: 900 - Restricted Reserve Fund Surplus (Deficit):	-1,067,200.00	-1,067,200.00	0.00	-57,249.08	-1,009,950.92
Total Surplus (Deficit):	254,342.96	402,842.96	-212,734.58	323,564.61	

Fund Summary

Fund	Original	Current	MTD Activity	YTD Activity	Budget
	Total Budget	Total Budget			Remaining
100 - General Operating Fund	431,349.96	579,849.96	169,528.94	1,448,358.16	-868,508.20
200 - Grant/Loan Fund	890,193.00	890,193.00	-382,263.52	-1,067,544.47	1,957,737.47
900 - Restricted Reserve Fund	-1,067,200.00	-1,067,200.00	0.00	-57,249.08	-1,009,950.92
Total Surplus (Deficit):	254,342.96	402,842.96	-212,734.58	323,564.61	

	January	February	March	April	May	June	July	August	September	October	November	December	January
Water Sales	\$ 10,306.16	\$ 15,736.56	\$ 14,946.25	\$ 29,365.04	\$ 25,316.37	\$ 44,632.80	\$ 46,744.01	\$ 64,050.97	\$ 61,151.74	\$ 58,641.00	\$ 96,453.87	\$ 75,415.79	\$ 76,916.56
Wastewater Sales	\$ -	\$ -	\$ 2,387.68	\$ 3,779.61	\$ 3,957.46	\$ 4,058.68	\$ 4,463.34	\$ 4,055.00	\$ 4,933.96	\$ 5,325.37	\$ 12,104.47	\$ 7,953.73	\$ 7,804.52
Penalties	\$ 2,828.10	\$ 3,486.73	\$ 3,789.91	\$ 5,377.89	\$ 7,587.22	\$ 9,482.06	\$ 10,928.37	\$ 16,944.75	\$ 21,056.76	\$ 26,078.00	\$ 33,236.12	\$ 41,003.16	\$ 46,151.70
Non Payment Fees	\$ 183.03	\$ 219.78	\$ 3,494.59	\$ 5,448.39	\$ 6,804.01	\$ 8,178.97	\$ 8,779.57	\$ 12,734.53	\$ 15,257.66	\$ 18,800.85	\$ 23,429.26	\$ 28,328.34	\$ 29,938.72
Total Outstanding	\$ 13,317.29	\$ 19,443.07	\$ 24,618.43	\$ 43,970.93	\$ 43,665.06	\$ 66,352.51	\$ 70,915.29	\$ 97,785.25	\$ 102,400.12	\$ 108,845.22	\$ 165,223.72	\$ 152,701.02	\$ 160,811.50



Project Budget Report

Date Range 07/01/2014 - 01/31/2021

Project Number	Project Name	Group	Period Budget	Period Activity	Variance Favorable (Unfavorable)	Total Budget	Total Activity	Variance Favorable (Unfavorable)
USDA SE Collection	USDA SE Collection	DAMDWCA						
	Revenue							
	Account Key							
	USDA SE Collection	USDA SE Collection	-15,252,100.00	0.00	15,252,100.00	-15,252,100.00	0.00	15,252,100.00
		Total Revenue:	-15,252,100.00	0.00	15,252,100.00	-15,252,100.00	0.00	15,252,100.00
		Total USDA SE Collection - USDA SE Collection:	-15,252,100.00	0.00	15,252,100.00	-15,252,100.00	0.00	15,252,100.00
		Report Total:	-8,552,232.00	4,128,619.53	12,680,851.53	-8,552,232.00	4,128,619.53	12,680,851.53

USDA SE Collection - outstanding receivable of \$864,786.49

Group Totals

Group	Period Budget	Period Activity	Variance Favorable (Unfavorable)	Total Budget	Total Activity	Variance Favorable (Unfavorable)
DAMDWCA	-8,552,232.00	4,128,619.53	12,680,851.53	-8,552,232.00	4,128,619.53	12,680,851.53
Report Revenues Over/(Under) Expenses:	-8,552,232.00	4,128,619.53	12,680,851.53	-8,552,232.00	4,128,619.53	12,680,851.53

Type Totals

Type	Period Budget	Period Activity	Variance Favorable (Unfavorable)	Total Budget	Total Activity	Variance Favorable (Unfavorable)
Federal Funding	-10,463,100.00	4,092,132.30	14,555,232.30	-10,463,100.00	4,092,132.30	14,555,232.30
State Funding	1,910,868.00	36,487.23	-1,874,380.77	1,910,868.00	36,487.23	-1,874,380.77
Report Revenues Over/(Under) Expenses:	-8,552,232.00	4,128,619.53	12,680,851.53	-8,552,232.00	4,128,619.53	12,680,851.53

DONA ANA MDWCA WATER RIGHTS DETAIL

Groundwater

As of January 31, 2021

System	OSE File No.	Name of Seller	Amount (AFY)	Vested (AFY)	Inchoate	Priority date	OSE Transfer Date	POD
Dona Ana	LRG-1905	Total		2109.27				
	LRG-1905	Declared		1822.7		1960		
	LRG-667	Hurley		48.25		1948		1994
	LRG-4245	McKibben		2.18		1941		1998
	LRG-4593	Luchini		38.69		1953		1994
	LRG-4921-A	Strauss (Lalloo)		45		1967(1951)		1998
	LRG-4921-C	Strauss/Sidco		40		1967		1999
	LRG-6014-A	Jacquez		8.87		1965		1994
	LRG-8018-A	Medrano	2	3.5		1976		1997
	LRG-8513-A	Martinez		4.83		1955		1997
	LRG-8515-B	Backen		10.63		1955		1996
	LRG-1875-1	Buena Vista Dairy		62.5		1945		5/15/2020
	LRG-7869-2	Buena Vista Dairy		167.128		1955		5/15/2020
Fort Selden	LRG-80	Total		223.21				
	LRG-80	Ft Selden Water Co		198.43		1948		2013
	LRG-31	Duval		24.78		1949		2018
Picacho Hills	LRG-4250-B	PHUC		451.5		1960		2013
Fairview	LRG-15880.-1	Fairview Estates Water Co.		43.15		1974		2013
West Mesa	LRG-7216	West Mesa Water Co.		242		1978		2019
Hust	LRG-23	Hust		10.426		1954		2012
Westmoreland	LRG-5121		417.4	82		1962		2002
Total				3161.556				

DONA ANA MDWCA WATER RIGHTS DETAIL

Surface Water

As of January 31, 2021

Name of Seller	EBID Parcel No.	W/R Acquired (Acres)	EBID W/R	Dated	Primary G/W	Suppl. G/W
Cosimati	939100	11.25	11.26	2004		
GreyFox	64450	29.568	33.89	2006		Yes
Katerina	31925, 31975, 32075	66.6	67.66	2008	No	No
MDM-One	953200	8.16	8.16	2008		Yes
Hust	34500	9.99	9.99	2009	Yes (4.01)	Yes
San Ban	103100	7.46	8.08	2009		Yes
Picacho Valley Group	843950	22.95	23.34	2009	Yes (4.01)	Yes
Rosales	1365400	6.22	9.44	2011	?	Maybe
Total		162.198	171.82			

Customer Service Department

January 2021

I. Important Dates:

- A. Association Closures
 - 1. January 18, 2021 in observance of Martin Luther King, Jr. Day
 - 2. February 15, 2021 in observance of Presidents Day
- B. Non-payment fees were processed on Wednesday, January 20, 2021
- C. Billing statements were mailed out on Monday, February 1, 2021.
- D. Non-Payment Fees will be processed on Monday, February 22, 2021 after 3:00 p.m.
- E. Penalties will be processed on Thursday, February 25, 2021 after 3:00 p.m.

II. Disconnects:

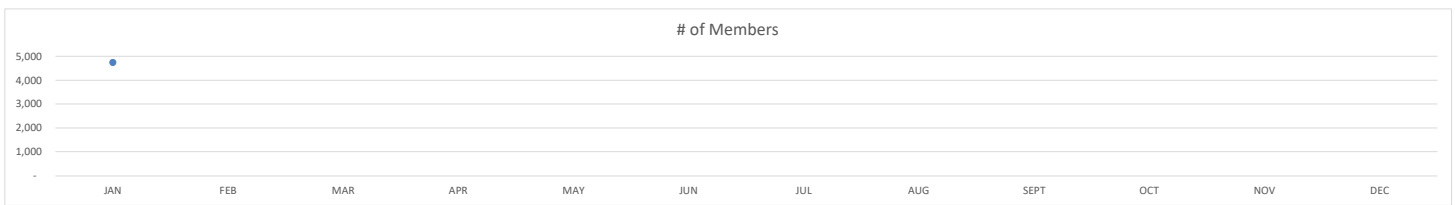
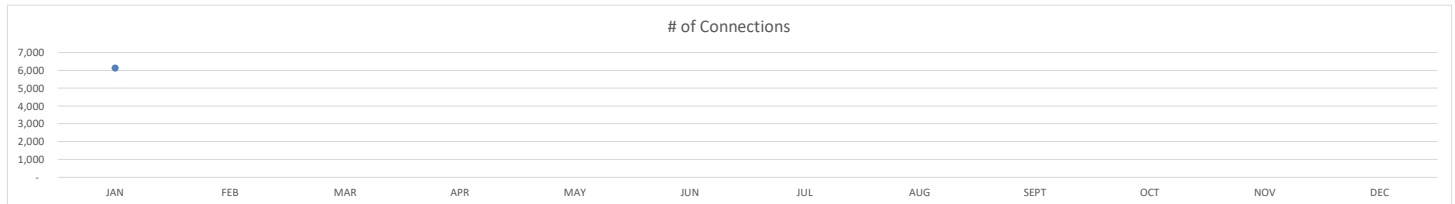
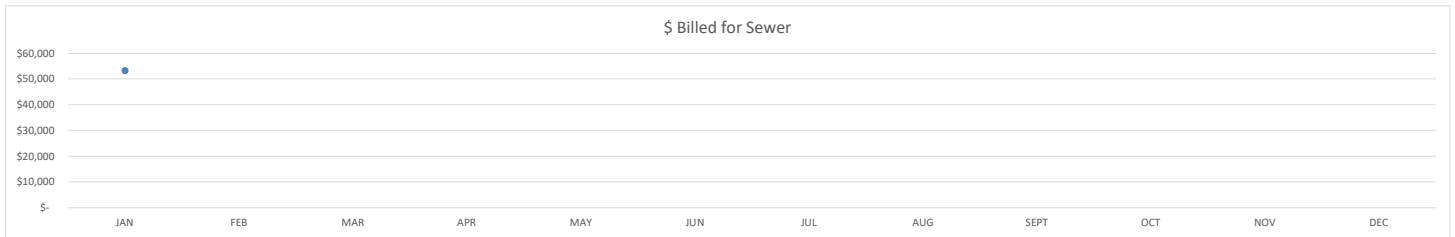
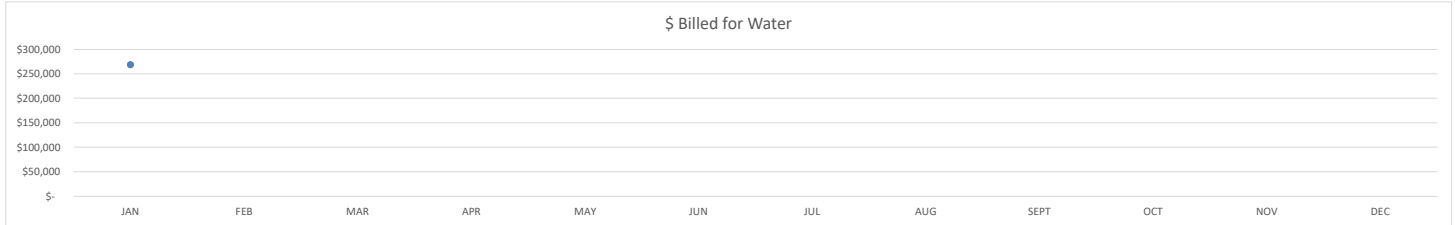
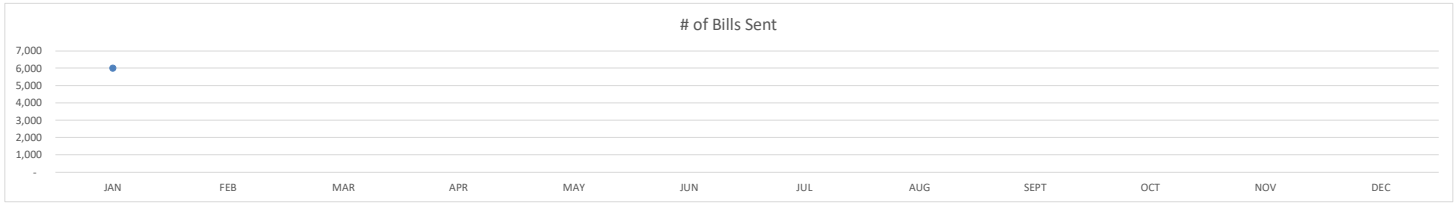
- A. Due to government restrictions, we will not be disconnecting services at this time, however non-payment fees will apply.
 - Dona Ana: 0
 - Ft. Selden: 0
 - Picacho Hills: 0
 - Fairview: 0
 - West Mesa: 0
 - Previously Disconnected: 0
 - Paid Prior to Disconnects: 0
 - Removed due to Issues: 0

III. Special Projects:

- A. Verifying the district assignment for each member
- B. Document scanning into the TMC portion of Tyler.
- C. Standard Operation Procedure (SOP)

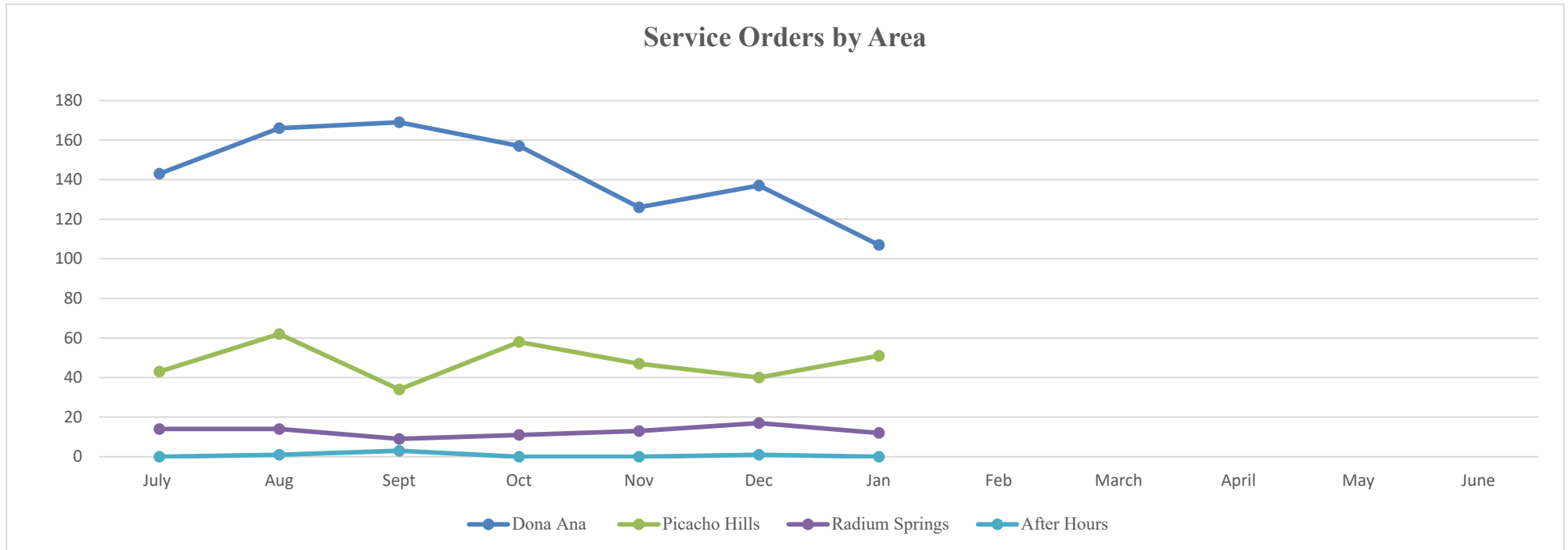
2021 Billing Summary

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
# of Bills Sent	6,005											
\$ Billed for Water	\$ 268,448											
\$ Billed for Sewer	\$ 53,168											
# of Connections	6,131											
# of Members	4,739											

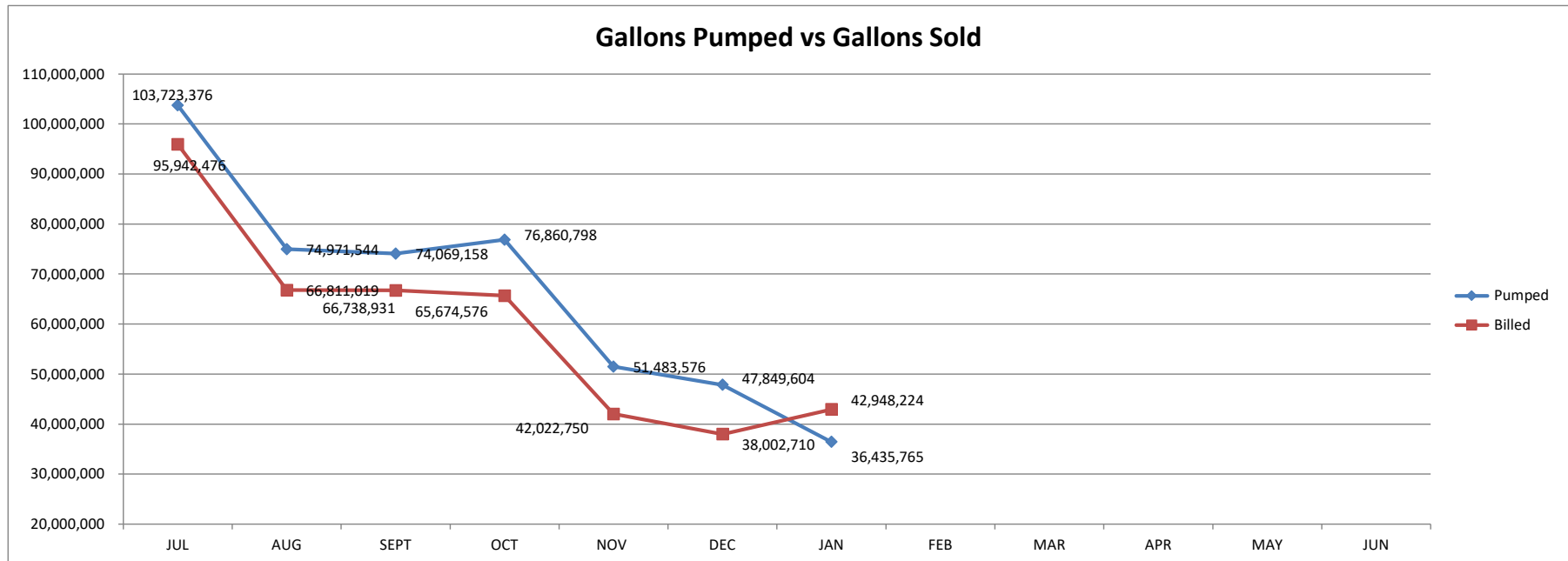


Service Orders by Area

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Dona Ana	143	166	169	157	126	137	107					
Picacho Hills	43	62	34	58	47	40	51					
Radium Springs	14	14	9	11	13	17	12					
After Hours	0	1	3	0	0	1	0					

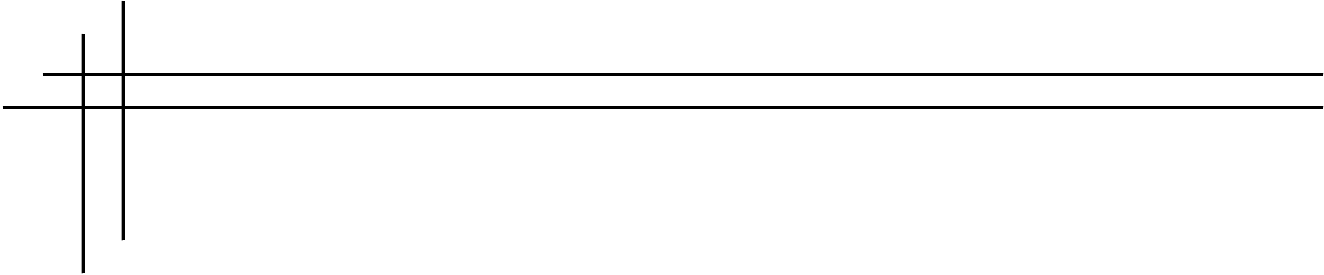


	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Yrly. Gal. Total
Pumped	103,723,376	74,971,544	74,069,158	76,860,798	51,483,576	47,849,604	36,435,765						465,393,821
Billed	95,942,476	66,811,019	66,738,931	65,674,576	42,022,750	38,002,710	42,948,224						418,140,686
Flushing/Breaks Unbilled													-
Water Loss	7,780,900	8,160,525	7,330,227	11,186,222	9,460,826	9,846,894	(6,512,459)	-	-	-	-	-	47,253,135
% of Loss	8%	11%	10%	15%	18%	21%	-18%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	10%
Picacho Hills/West Mesa													
Pumped	18,164,500	14,281,800	14,260,400	15,014,000	10,987,000	11,015,100	7,079,700						90,802,500
Billed	16,448,230	12,192,372	12,629,214	13,504,890	9,461,197	7,812,365	6,811,631						78,859,899
Unbilled													-
Water Loss	1,716,270	2,089,428	1,631,186	1,509,110	1,525,803	3,202,735	268,069	-	-	-	-	-	11,942,601
	9%	15%	11%	10%	14%	29%	4%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	13%
Dona Ana/Radium/Fairview													
Pumped	85,558,876	60,689,744	59,808,758	61,846,798	40,496,576	36,834,504	29,356,065						374,591,321
Billed	79,494,246	54,618,647	54,109,717	52,169,686	32,561,553	30,190,345	36,136,593						339,280,787
Unbilled													-
Water Loss	6,064,630	6,071,097	5,699,041	9,677,112	7,935,023	6,644,159	(6,780,528)	-	-	-	-	-	35,310,534
	7%	10%	10%	16%	20%	18%	-23%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	9%



Well Name	Dona Ana System					Picacho Hills System			Radium Springs System		
	2A	5	6	7	8	12	16A	15	9	10	11
	LRG-1905S	LRG-1905 S4	LRG-1905 S5	LRG-1905	LRG-1905 POD10	LRG-4250S	LRG-4250 S2		LRG-80 S4	LRG-80 S2	LRG-80 POD7/8
Location	Ledesma	Taylor	Dona Ana Road	El Camino Real	Elks	Barcelona	Barcelona	Fairway Village	12695 Leasburg State Park Road		
Diameter	12"	10"	12"		12"	16"	12"	**Unknown	4"	4"	8"
Boreline Pipe	No	Yes	No	Well was plugged and abandon. New	No	No	Yes	No	**Unknown	**Unknown	No
Depth	400'	432'	566		430'	546'	500'	**Unknown	**Unknown	**Unknown	"
Screen Location	280-320	332-432	384, 414-435, 455	Well information soon	318-430	408-546	**Unknown	**Unknown	**Unknown	**Unknown	40-140 & 200-240
Screen Length	120'	100'	142'		112'	138'	**Unknown	**Unknown	**Unknown	**Unknown	100' & 40'
Depth to Pump	320'	230'	200'		380'	246'	350'	**Unknown	**Unknown	**Unknown	210'
Pump Type	Submersible	Submersible	Turbine		Turbine	Submersible	Submersible	Submersible	**Unknown	**Unknown	Submersible
Pump HP	40 HP	60 HP	100 HP		100 HP	100 HP	100 HP	**Unknown	**Unknown	**Unknown	100 HP
Pump Brand	Franklin Electric	Valflo	Simflo		SE10C - 8 Stage Simflo	Franklin Electric	Simmons SSE7C- 6	**Unknown	**Unknown	**Unknown	Hitachi
Pump Date	2/4/2020	4/27/2020	**Unknown		8/10/2016	2019	9/27/2017	**Unknown	**Unknown	**Unknown	4/18/2016
Motor HP	40 HP	60 HP	100 HP		100 HP	100 HP	100 HP	**Unknown	**Unknown	**Unknown	100 HP
Motor Brand	Franklin Electric	Franklin Electric	U.S. Electric Motor		U.S. Electric Motor	Franklin Electric	Franklin	**Unknown	**Unknown	**Unknown	Hitachi
Motor Date	2/4/2020	4/27/2020	**Unknown		8/10/2016	2019	9/1/2018	**Unknown	**Unknown	**Unknown	4/18/2016
Current GPM	360	*	994		*	450	423	**Unknown	**Unknown	223	338
GPM Date	2/10/2021	*	2/10/2021		*	2/10/2021	2/10/2021	**Unknown	**Unknown	2/10/2021	9/10/2021
Current Static	**Unknown	**Unknown	**Unknown		**Unknown	**Unknown	**Unknown	**Unknown	**Unknown	**Unknown	**Unknown
Static Date	**Unknown	**Unknown	**Unknown		**Unknown	**Unknown	**Unknown	**Unknown	**Unknown	**Unknown	**Unknown
Initial GPM	380	400	**Unknown		500	**Unknown	450	1350	**Unknown	223	600
Initial Static	56.6'	37'	10'		150'	117'	136'	63'	**Unknown	**Unknown	17'

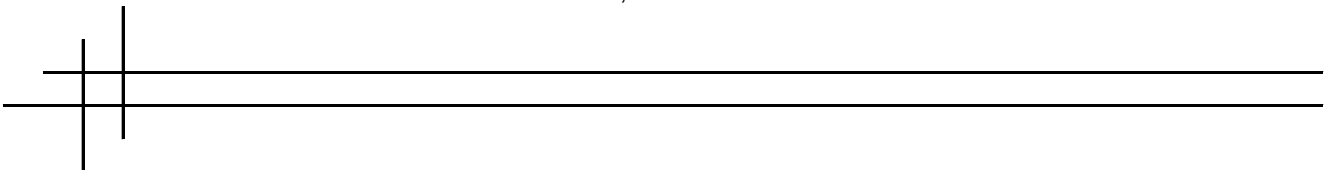
* The Well is currently not working



State of New Mexico
**Doña Ana Mutual Domestic
Water Consumers Association**

Annual Financial Report
June 30, 2020

De'Aun Willoughby CPA, PC
Certified Public Accountant
Clovis, New Mexico



	<u>Page</u>
Official Roster.....	3
Independent Auditor's Report.....	4-5
Financial Section	
Basic Financial Statements	
Statement of Net Position.....	7
Statement of Revenues, Expenses, and Changes in Net Position.....	8
Statement of Cash Flows.....	9
Notes to Financial Statements.....	10-29
Required Supplemental Information	
Schedules of Required Supplementary Information for Pension Plan.....	31
Schedules of Required Supplementary Information and Notes for Pension Plan.....	32
Other Supplemental Information	
Statement of Revenues, Expenses and Changes in Cash Balance- Budget (Budgetary Basis) and Actual.....	34-35
Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed In Accordance with <i>Government Auditing Standards</i>	36-37
Schedule of Findings and Comments.....	38

State of New Mexico
Doña Ana Mutual Domestic Water Consumers Association
Official Roster
June 30, 2020

Board of Directors

James Melton	President
Jamie Stull	Vice President
Kurt Anderson	Secretary/Treasurer
Paul Maxwell	Member
Vacant	Member

Administrative Official

Jennifer Horton	Executive Director
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Independent Auditor's Report

Mr. Brian S. Colón
State Auditor of the State of New Mexico
Board Members of the Doña Ana Mutual Domestic Water Consumers Association

Mr. Colón and Members of the Board

Report on Financial Statements

We have audited the accompanying financial statements of the business-type activities for the Doña Ana Mutual Domestic Water Consumers Association (Association), as of and for the year ended June 30, 2020, and the related notes to the financial statements which collectively comprise the Association's basic financial statements as listed in the table of contents. We also have audited the budgetary comparison presented as supplementary information, as defined by the Government Accounting Standards Board, as of and for the year ended June 30, 2020, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatements, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities of the Association as of June 30, 2020, and the respective changes in financial position and cash flows for the for the year then ended in accordance with accounting principles generally accepted in the United States of America. In addition, in our opinion, the financial statements referred to above present fairly, in all material respects, the respective budgetary comparison for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Schedules of Required Supplementary Information for Pension Plan and related notes be presented to supplement the basic financial statements. Such information although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who consider it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquires of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during my audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted the Management's Discussion and Analysis which is required to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by Governmental Accounting Standards Board who considers it to be an essential part of the financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 28, 2020 on our consideration of the Association's internal control over financial reporting and on our tests of it's compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Association's internal control over financial reporting and compliance.

De'Aun Willoughby, CPA, PC

Clovis, New Mexico
October 28, 2020

Financial Section

State of New Mexico
Doña Ana Mutual Domestic Water Consumers Association
Statement of Net Position
June 30, 2020

Assets	
Current Assets	
Cash and Cash Equivalents	\$ 366,916
Accounts Receivables (Net of Allowance for Uncollectibles)	391,613
Unbilled Revenues	291,701
Due from Grantors	1,164,265
Inventory	407,705
Prepaid Expenses	53,004
Restricted Cash	4,407,297
Investments	1,706,841
Total Current Assets	<u>8,789,342</u>
Noncurrent Assets	
Capital Assets	66,608,652
Accumulated Depreciation	(12,483,430)
Total Noncurrent Assets	<u>54,125,222</u>
Total Assets	<u>62,914,564</u>
Deferred Outflows of Resources	
Deferred Outflows Related to Pensions	
Actuarial Experience	41,054
Investment Experience	46,142
Changes of Assumptions	61,056
Changes in Proportion	73,997
Contributions Subsequent to Measurement Date	83,949
Total Deferred Outflows of Resources	<u>306,198</u>
Liabilities	
Current Liabilities	
Accounts Payable	60,242
Accrued Salaries and Benefits	24,910
Accrued Interest	61,402
Compensated Absences	25,336
Current Maturities of Long-Term Debt	842,034
Total Current Liabilities	<u>1,013,924</u>
Noncurrent Liabilities	
Customer Deposits	79,985
Pension Liability	1,369,300
Long-Term Debt	18,264,901
Total Noncurrent Liabilities	<u>19,714,186</u>
Total Liabilities	<u>20,728,110</u>
Deferred Inflows of Resources	
Deferred Inflows Related to Pensions	
Actuarial Experience	14,812
Changes of Assumptions	3,373
Changes in Proportion	24,517
Total Deferred Inflows of Resources	<u>42,702</u>
Net Position	
Invested in Capital Assets	35,018,287
Restricted for Construction	4,162,571
Restricted for Debt Service	244,726
Unrestricted	3,024,366
Total Net Position	<u>\$ 42,449,950</u>

The notes to the financial statements are an integral part of this statement.

State of New Mexico
Doña Ana Mutual Domestic Water Consumers Association
Statement of Revenue, Expenses and Changes in Net Position
For the Year Ended June 30, 2020

Operating Revenues	
Water	
Sales and Services	\$ 3,807,978
Fees	724,375
Fines and Penalties	92,598
Miscellaneous	25,028
Waste Water	
Sales and Services	690,634
Fees	81,807
Fines and Penalties	6,313
Total Operating Revenues	<u>5,428,733</u>
Operating Expenses	
Water	
Salaries and Benefits	1,434,749
Operating Expenses	1,541,350
Depreciation	1,487,191
Waste Water	
Salaries and Benefits	64,198
Operating Expenses	404,918
Depreciation	129,472
Total Operating Expenses	<u>5,061,878</u>
Operating Income (Loss)	<u>366,855</u>
Nonoperating Revenue (Expenses)	
Investment Income	34,337
Increase in Fair Value of Investments	4,456
Interest Expense	(293,563)
Total Nonoperating Revenue (Expense)	<u>(254,770)</u>
Income Before Capital Grants and Contributions	112,085
Capital Grants and Contributions	<u>4,014,203</u>
Change in Net Position	4,126,288
Total Net Position - Beginning	<u>38,323,662</u>
Total Net Position - Ending	<u>\$ 42,449,950</u>

The notes to the financial statements are an integral part of this statement.

State of New Mexico
Doña Ana Mutual Domestic Water Consumers Association
Statement of Cash Flows
For the Year Ended June 30, 2020

Cash Flows from Operating Activities	
Receipts from Customers and Users	\$ 5,379,789
Payments to Suppliers and Employees	(4,511,138)
Net Cash Provided (Used) by Operating Activities	<u>868,651</u>
Cash Flows from Capital and Related Financing Activities	
Acquisition of Capital Assets	(8,294,370)
Capital Grants	4,014,203
Proceeds from Long-Term Debt	868,913
Principal Paid on Long-Term Debt	(514,751)
Interest Expense	(293,563)
Net Cash Provided (Used) by Capital and Related Financing Activities	<u>(4,219,568)</u>
Cash Flows from Investing Activities	
Investment Income	34,337
Increase in Fair Value of Investments	4,456
Net Cash Provided by Investing Activities	<u>38,793</u>
Net Increase (Decrease) in Cash	(3,312,124)
Cash, Beginning of the Year	<u>9,793,178</u>
Cash, End of the Year	<u>\$ 6,481,054</u>
Cash and Cash Equivalents	\$ 366,916
Restricted Cash	4,407,297
Restricted Investments	1,706,841
Total Cash	<u>\$ 6,481,054</u>
Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities	
Operating Income (Loss)	\$ 366,855
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities	
Depreciation	1,616,663
(Increase) Decrease in Accounts Receivable and Unbilled Revenues	(47,550)
(Increase) Decrease in Due from Grantors	(1,164,265)
(Increase) Decrease in Inventory	(113,360)
(Increase) Decrease in Prepaid Expenses	(45,020)
(Increase) Decrease in Deferred Outflow	133,420
Increase (Decrease) in Accounts Payable	14,927
Increase (Decrease) in Accrued Salaries	3,800
Increase (Decrease) in Accrued Interest	26,056
Increase (Decrease) in Compensated Absences	3,665
Increase (Decrease) in Customer Deposits	12,710
Increase (Decrease) in Pension Liability	98,587
Increase (Decrease) in Deferred Inflow	(37,837)
Net Cash Provided (Used) by Operating Activities	<u>\$ 868,651</u>

The notes to the financial statements are an integral part of this statement.

Form and Function

The Doña Ana Mutual Domestic Water Consumers Association (Association) is a not-for-profit Mutual Domestic Association, incorporated under the provision of the Sanitary Projects Act (SPA) of the State of New Mexico on May 3, 1974. It was established for the purpose of constructing, maintaining and operating a water and wastewater system for the members of the Association in Doña Ana community in Doña Ana County, New Mexico. The business and affairs of the Association are conducted and managed by a Board of Directors consisting of five director selected by the membership. Bona fide occupants and residents within and in the vicinity of the community of Doña Ana, New Mexico, may apply to become members by payment of a \$75, non-refundable membership fee, and must be approved by the Board of Directors. The rights, privileges, a and obligations of the members are equal.

An Attorney General's (AG) opinion (90-30, dated December 27, 1990) concluded that entities created under the SPA are subject to the New Mexico Audit Act. Additionally, another AG opinion (68-38) states Mutual Domestic Associations (MDA) under the SPA are created for "one purpose only, and that is to establish and maintain a water system" Further, it concluded MDAs are not municipal corporations. HB 297, enacted during the 2009 legislative session, exempts MDAs from being subject to ad valorem taxes.

The Association is considered to be a special-purpose governmental entity in accordance with Governmental Accounting Standards Board Statement No. 14. The Association is not a component unit of a governmental entity nor does it have any component units. This conclusion was reached because the Association was converted from a cooperative to an MDWA, pursuant to NMSA 3-29-20, by a vote of the Board of Directors rather than through legislative action or action by the entire membership; it does not have the ability to levy taxes but it does have the ability to set and change rates for service, it continues to file not-for-profit tax returns, and it is not a subdivision of any governmental entity.

Attorney General Opinion 06-02 determined that MDWAs created pursuant to the Sanitary Projects Act, NMSA 1978 are public bodies/political subdivisions, whose revenues are "public money" and they have statutory responsibilities to abide by: the Open Meetings Act, the Inspection of Public Records Act, the Procurement Code, and the Per Diem and Mileage Act. Due to the fact that MDWAs have officially been determined to be governmental nonprofit organizations, their financial statements must follow the government format as described in GASB 34 beginning with the fiscal year ending June 30, 2007.

Summary of Significant Accounting Policies

Basis of Presentation

The Association's basic financial statements are presented on the full accrual basis of accounting and conform to accounting principles generally accepted in the United States of America (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant of the Association's accounting policies are described below.

The accounts of the Association are organized and operated on the basis of a proprietary fund type, specifically an enterprise fund. The activities of this fund are accounted for with a self-balancing set of accounts that comprise the Association's assets, liabilities, net position, revenues and expenses. Enterprise funds account for activities (i) that are financed with debt that is secured solely by a pledge of the net revenues from fees and charges of the activity; (ii) that are required by laws or regulations that the activity's cost of providing services, including capital costs (such as depreciation debt service), be recovered with fees and charges, rather than with taxes or similar revenues; or (iii) that the pricing policies of the activity establish fees and charges designed to recover its costs, including capital costs (such as depreciation or debt service).

The accounting and financial reporting treatment applied to the Association is determined by its measurement focus. The transactions of the Association are accounted for on a flow of economic resources measurement focus. With this measurement focus, all assets (i.e., total assets net of total liabilities) are segregated into invested in capital assets, net of related debt; restricted; and unrestricted components.

Cash and Cash Equivalents

Cash and cash equivalents include amounts in demand deposits, Investments are stated at market value. For the purpose of reporting cash flows, all highly liquid investments(including restricted assets) with a maturity date of three months or less are considered to be cash equivalents.

Investments

All money not immediately necessary for the public uses of the Association may be invested in :

- (a) bonds or negotiable securities of the United States, the state or any county or municipality which has a taxable valuation of real property for the last preceding year of at least one million dollars (1,000,000) and has not defaulted in the payment of any interest or sinking fund obligation or failed to meet any bonds at maturity at any time within five years last preceding; or
- (b) 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 or are backed by the full faith and credit of the United States government or agencies guaranteed by the United States government.
- (c) in contracts with banks, savings and loan associations or credit unions for the present purchase and resale at a specified time in the future of specific securities at specified prices at a price differential representing the interest income to be earned by the investor. The contract shall be shown on the books of the financial institution as being the property of the investor and the designation shall be contemporaneous with the investment. The contract shall be fully secured by obligations of the United States having a market value of at least one hundred two percent of the contract. The collateral required for investment in the contracts provided for in this subsection shall be shown on the books of the financial institution as being the property of the investor and the designation shall be contemporaneous with investment.

Receivables

Substantially all of the Association's outstanding receivables are from its customers for water sales. Accounts receivable are shown net of an allowance for uncollectible accounts.

Concentrations of Credit Risk

The Association grants credit without collateral to its customer for its services, but the customers are subject to service termination if the receivables are not settled within a specified time frame.

Inventory

The inventory held by the Association is recorded at cost, with cost being determined on the first-in, first-out basis.

Prepaid Expenses

Prepaid expenses are for payments made by the Association in the current year for insurance that is in effect through part of the next year.

Restricted Assets

Certain resources are set aside for replacement reserves, debt service and emergencies, and are classified as restricted investments on the Statement of Net Position. The use of these monies is limited by the Association's by-laws and loan covenants. In addition, customers' meter deposits are classified as restricted cash.

Capital Assets

Capital assets include property, plant, equipment, and infrastructure assets. Capital assets are recorded at historical costs and depreciated over their estimated useful lives (with no salvage value). Capital assets are defined by the Association as assets with an initial individual cost of more than \$1,000 and an estimated useful life in excess of one year. Donated capital assets are recorded at their estimated fair market value on the date received. Additions, improvements and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred.

Estimated useful life is management's estimate of how long the asset is expected to meet service demands. Straight line depreciation is used based on the following estimated useful lives:

Utility Plant	40 Years
Equipment	5-8 Years
Vehicles	5 Years
Office Furniture and Equipment	10 Years
Engineering Cost	10 Years
Right of Way Permits	25 Years
Waste Water Acquisition Costs	5 Years

Debts

Debt is defined as a liability that arises from a contractual obligation to pay cash or other assets in one or more payments to settle an amount that is fixed at the date the contractual obligation is established.

Compensated Absences

It is the Association's policy to permit employees to accumulate earned but unused vacation and sick pay benefits. Vacation leave may be accumulated up to 80 hours. Upon termination, the Association will compensated an employee for unused accrued vacation leave up to a maximum of 80 hours. Accrued sick leave may be accrued and carried over, however upon termination sick leave is not paid out.

Medical Benefits

The Association pay's 100% of the employee's medical insurance premiums. The Employee is responsible for the cost of dependents on the plan. Total paid on behalf of the Association employees for the fiscal year ended June 30, 2020 totaled \$162,085.

Net Position

Net Position represent the difference between assets and liabilities. Net Position invested in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvements of those assets, and adding back unspent proceeds. Net assets are reported as restricted when there are limitations imposed by creditors, grantors, or laws or regulations of other governments. When an expense is incurred for purposes for which there are both restricted and unrestricted net position available, it is the Association's policy to apply those expenses to restricted net position to the extent such are available and then to unrestricted net position.

Revenues

Revenues are classified as operating or non-operating according to the following criteria:

- (1) Operating revenues include activities that have the characteristics of an exchange transaction, such as charges for services and fees, net of allowance for uncollectible accounts.
- (2) Non-operating revenues include activities that have the characteristics of non-exchange transactions such as capital grants and investment income.

The Association receives grants as well as contributions in the course of operations. Revenues from grants and contributions are recognized when all eligibility requirements, including time requirements are met. Grants and contributions may be restricted for either specific operating purposes or for capital purposes. Amounts that are unrestricted or that are restricted to a specific operating purpose are reported as non-operating revenues. Amounts restricted to capital acquisitions are reported after non-operating revenues and expenses.

Expenses

Expenses are classified as operating or non-operating according to the following criteria:

- (1) Operating expenses include activities that have the characteristics of an exchange transaction such as employee salaries, benefits and related expenses; maintenance, operations and contractual services; materials and supplies; office expenses; and depreciation expenses related to the Association's capital assets.
- (2) Non-operating expenses include activities that have the characteristics of non-exchange transactions such as interest on debt and bond expenses.

Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Public Employees Retirement Association (PERA) and additions to/deductions from PERA's fiduciary net position have been determined on the same basis as they are reported by PERA's. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Budgetary Compliance

An operating budget is adopted each fiscal year and is approved by the Board of Directors and the New Mexico Department of Finance and Administration (DFA). The budget is prepared on a cash basis as required by DFA. The Board of Directors is authorized to transfer budgetary amounts between the items within the fund; however, any revision that alters the total expenditures must be approved by DFA. In conjunction with this, the Association can overspend line items within the fund, but it is a violation of state statute to over-expend a fund total.

The Combined Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual - all Governmental Fund Types is presented on the budgetary basis to provide a comparison of actual results with the budget. The major differences between the budget basis and GAAP (Generally Accepted Accounting Principles) basis are that:

- A. Revenues are recorded when received in cash (budget basis) as opposed to when susceptible to accrual (GAAP basis).
- B. Expenditures are recorded when paid in cash (budget basis) as opposed to when the liability is incurred (GAAP basis).

The adjustments necessary to convert the results of operations for the year from GAAP basis to the budget basis for the governmental funds are as follows included on each Statement of Revenues, Expenditures, and Changes in Cash Balance - Budget and Actual (Budgetary Basis).

Use of Estimates

Management of the Association has made certain estimates and assumptions relating to the reporting of assets and liabilities and revenues and expenses to prepare these financial statements in conformity with generally accepted accounting principles. Actual results may differ from those estimates.

Tax Status

The Association operates as a not-for profit association and has received exempt status under Code Section 501 (C)(12) of the Internal Revenue Code. Accordingly, no provision for income taxes has been made in the accompanying financial statements.

State of New Mexico
Doña Ana Mutual Domestic Water Consumers Association
Notes to the Financial Statements
June 30, 2020

A. Deposits

The Association had cash and cash equivalents on deposit with local financial institutions, consisting of checking accounts. Following is a schedule as of June 30, 2020 of the cash and cash equivalents.

Wells Fargo Bank	Balance Per Bank 6/30/20	Reconciled Balance	
Operating	\$ 50,007	\$ (89,112)	Checking - Interest Bearing
DAMDWCA	455,228	455,228	Checking - Interest Bearing
USDA RD-Restricted Cash	184,230	184,230	Checking - Non-Interest Bearing
Total Cash in Banks	<u>\$ 689,465</u>	<u>\$ 550,346</u>	

There is \$800 cash on hand.

The difference between the bank balance and the reconciled balance is outstanding deposits, outstanding checks and pending bank adjustments.

In accordance with Section 6-10-17, NMSA 1978 compilation, deposits of public monies are required to be collateralized. Pledged collateral is required in amounts in aggregate equal to one half of the amount of uninsured public money in each account during the fiscal year. Securities are valued at market value. No security is required for the deposit of public money that is insured by the Federal Deposit Insurance Corporation.

Total Deposited at Wells Fargo Bank	\$ 689,465
Less FDIC Coverage	<u>(250,000)</u>
Uninsured Amount	439,465
50% collateral requirement	219,733
Pledged securities	1,240,983
Over (Under) requirement	<u>\$ 1,021,250</u>

The following securities are pledged at Wells Fargo Bank

<u>Description</u>	<u>CUSIP #</u>	<u>Market Value</u>	<u>Maturity Date</u>	<u>Location</u>
FMAC FEPC	31329LP30	\$ 234,490	07/01/43	Mellon, NY
FMAC FEPC	3132Z5D36	195,940	07/01/45	
FMAC FEPC	3132A5EK7	255,504	11/01/45	
FNMA FNMS	3140FE5Q3	249,086	04/01/47	
FNMA FNMS	3140QBPJ1	52,668	08/01/49	
FNMA FNMS	31418BRH1	65,719	06/01/35	
FNMA FNMS	31418BUN4	141,929	09/01/35	
FNMA FNMS	31418CND2	45,646	08/01/47	
		<u>\$ 1,240,983</u>		

Custodial Credit Risk-Deposits

<u>Depository Account</u>	<u>Bank Balance</u>
Insured	\$ 250,000
Collateralized:	
Collateral held by the pledging bank in Association's name	439,465
Uninsured and uncollateralized	0
Total Deposits	<u>\$ 689,465</u>

Custodial credit risk is the risk that in the event of a bank failure, the government's deposits may not be returned to it. The Association does not have a deposit policy for custodial credit risk. As of June 30, 2020 none of the Association's bank balance of \$689,465 was exposed to custodial credit risk.

The bank account listed as restricted cash that totals \$184,230 is reserves for two USDA loans. The balance of the restricted cash, \$4,223,067, is held at NMFA, USDA and NMED reserved for construction projects.

B. Investments

Pursuant to a resolution by the Board of Directors, the Association has established a reserve fund for future plant expansion, debt service, emergencies, and water rights acquisition. This reserve is funded by a hook-up charge as stated below:

<u>Water-New Connections</u>			
<u>Meter Size</u>	<u>Service Line Up To 25'</u>	<u>Water Rights</u>	<u>Total Charges</u>
3/4"	1,255	1,750	3,005
1"	1,795	2,188	3,983
1.5"	2,660	2,625	5,285
2"	4,125	3,500	7,625
3"	8,580	5,250	13,830
4"	8,890	7,000	15,890
6"	11,340	10,500	21,840
	Pavement Cut (up to 3 sq. ft.)		400

<u>Wastewater-New Connections</u>			
<u>Line Size</u>	<u>Service Line Up To 25'</u>		
4"	1,560		
6"	1,585		
	Pavement Cut (up to 3 sq. ft.)		400

State of New Mexico
Doña Ana Mutual Domestic Water Consumers Association
Notes to the Financial Statements
June 30, 2020

The reserve fund consists of the following investments:

	Fair Value	Investment Maturities		
		Current	1 to 5 years	6 to 10 years
Ameritrade				
Cash	\$ 1,416,329	\$ 1,416,329	\$ 0	\$ 0
FNMA	53,350	0	53,350	0
FFCB	26,501	0	26,501	0
FHLM	210,661	0	210,661	0
FHLB		0	0	0
Total Investments	\$ 1,706,841	\$ 1,416,329	\$ 290,512	\$ 0

Credit Risk Investments

The Association's weighted average days to maturity and ratings are as follows:

Investments	Weighted Average Days to Maturity	Standard & Poor's Ratings	Moody's Ratings
FHLM	255	AA+	Aaa
Federal National Mortgage Association (FNMA)	153	AA+	Aaa
Federal Farm Credit Bank (FFCB)	428	AA+	Aaa

Custodial Credit Risk

All of the Association's investments are purchased through an Ameritrade managed account. Ameritrade provides each client \$1,495,000 worth of protection for securities and 2,000,000 of protection for cash through supplemental coverage. The Association does not have an investment policy for custodial credit risk.

Interest Rate Risk

The Association does not have a policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Concentration of Credit Risk

The Association places no limits on the amount the Association may invest in any one issuer. Approximately the Association's investments are invested 9.12% in Federal Farm CR BKS, 72.51% in FHLM, and 18.36% in FNMA.

C. Accounts Receivable

The accounts receivable are shown net of an allowance for uncollectable accounts. Total customer accounts receivables were \$458,393 and the allowance for uncollectable accounts was \$66,780 for a net amount of receivables of \$391,613.

State of New Mexico
Doña Ana Mutual Domestic Water Consumers Association
Notes to the Financial Statements
June 30, 2020

D. Capital Assets

Capital assets balances and activity for the year ended June 30, 2020 are as follows:

	Balance 6/30/19	Increases	Deletions	Balance 6/30/20
Capital Assets not being Depreciated				
Land	\$ 1,211,928	\$ 0	\$ (512,547)	\$ 699,381
Water Rights	10,422,736	922,372	0	11,345,108
Construction in Progress	7,204,877	5,534,701	(616,618)	12,122,960
Total Capital Assets not being Depreciated	<u>18,839,541</u>	<u>6,457,073</u>	<u>(1,129,165)</u>	<u>24,167,449</u>
Capital Assets being Depreciated				
Buildings and Improvements	1,252,412	512,547	0	1,764,959
Water Distributions Systems	34,538,552	2,453,919	0	36,992,471
Waste Water Distribution Systems	2,772,528	0	0	2,772,528
Equipment and Vehicles	911,246	0	0	911,246
Total Capital Assets being Depreciated	<u>39,474,738</u>	<u>2,966,466</u>	<u>0</u>	<u>42,441,204</u>
Less Accumulated Depreciation				
Buildings and Improvements	379,325	187,369	0	566,694
Water Distributions Systems	9,399,070	1,219,181	0	10,618,251
Waste Water Distribution Systems	457,319	129,472	0	586,791
Equipment and Vehicles	631,053	80,642	0	711,695
Total Accumulated Depreciation	<u>10,866,767</u>	<u>1,616,664</u>	<u>0</u>	<u>12,483,431</u>
Capital Assets, net	<u>\$ 47,447,512</u>	<u>\$ 7,806,875</u>	<u>\$ (1,129,165)</u>	<u>\$ 54,125,222</u>

\$512,547 of land was reclassified as building and improvements. Both the cost of the land and the building located on the land were classified as land.

Included in the \$2,453,919 additions to the water system is a contributed system valued at \$1,837,301.

State of New Mexico
Doña Ana Mutual Domestic Water Consumers Association
Notes to the Financial Statements
June 30, 2020

E. Long-Term Debt and Other Liabilities

A summary of activity in the Long-Term Debt is as follows:

Loans	Balance 6/30/19	Additions	Reductions	Balance 6/30/20	Amounts Due Within One Year
USDA/RUS-1	\$ 331,650	\$ 0	\$ 19,191	\$ 312,459	\$ 20,343
USDA/RUS-2	919,527	0	69,060	850,467	65,180
USDA/RUS-3	650,324	0	14,628	635,696	7,529
USDA/RUS-4	801,107	0	13,680	787,427	10,949
NMED-2013	1,584,296	0	89,157	1,495,139	91,275
NMED-2014	2,098,801	0	83,201	2,015,600	85,177
NMED-00002	2,005,983	0	0	2,005,983	79,521
NMED-00023	2,000,000	0	0	2,000,000	79,284
NMED-00028	0	750,000	0	750,000	29,732
NMFA WTB-55	19,572	53	0	19,625	1,940
NMFA WTB-105	7,193	19	0	7,212	713
NMFA WTB-83	195,722	526	0	196,248	19,401
NMFA WTB-243	946,192	2,545	0	948,737	71,878
NMFA WTB-271	1,208,102	3,255	0	1,211,357	79,351
NMFA CI-2770	24,079	0	1,853	22,226	1,853
NMFA CI-2972	115,020	0	7,668	107,352	7,668
NMFA CI-3177	15,136	0	946	14,190	964
NMFA CI-3184	8,065	0	504	7,561	504
NMFA CI-3349	56,462	0	0	56,462	3,529
NMFA CI-3507	68,078	0	0	68,078	3,404
NMFA CI-4121	78,000	(3,572)	3,036	71,392	3,900
NMFA CI-4634	110,000	0	0	110,000	5,500
NMFA CI-4910	0	93,587	0	93,587	0
NMFA CI-4911	0	22,500	0	22,500	0
NMFA DW 2868	1,359,168	0	67,917	1,291,251	68,808
NMFA DW 3227	1,877,795	0	87,697	1,790,098	90,982
NMFA DW 3382	2,272,500	0	56,212	2,216,288	12,649
	<u>\$ 18,752,772</u>	<u>\$ 868,913</u>	<u>\$ 514,750</u>	<u>\$ 19,106,935</u>	<u>\$ 842,034</u>
Compensated Absences	\$ 21,671	\$ 43,235	\$ 39,570	\$ 25,336	\$ 25,336
	<u>\$ 21,671</u>	<u>\$ 43,235</u>	<u>\$ 39,570</u>	<u>\$ 25,336</u>	<u>\$ 25,336</u>

Loans consist of the following:

USDA/RUS-1-The Association entered into an agreement with the U.S. Department of Agriculture's Rural Utilities Services on January 22, 2001, to purchase two tracts of land in Doña Ana County. The original amount of the note was \$509,800, bearing 4.75% interest. Principal and interest payments are due monthly, with the note maturing on January 22, 2041.

USDA/RUS-2-The Association entered into an agreement with the U.S. Department of Agriculture's Rural Utilities Services on April 22, 2013, for the purchase of the Fort Selden Water Company, Inc., which includes land, water distribution systems and equipment. The original amount of the note was \$2,119,317, bearing 2.75% interest. Principal and interest payments are due monthly, with the note maturing on April 22, 2053. The Association has pledged as collateral all gross receipts, income accounts, deposit accounts, goods, supplies, inventory, equipment, the water works and distribution system and all facilities now owned of the Fort Selden Water Company, Inc.

USDA/RUS-3 The Association entered into an agreement with the U.S. Department of Agriculture's Rural Utilities Services on November 19, 2018, for the rehabilitation of the Radium Springs Water System to include water lines, booster station, and new water wells. The original amount of the note was \$655,000, bearing 3.875% interest. Principal and interest payments are due monthly, with the note maturing on November 19, 2058. The Association has pledged as collateral all gross receipts, income accounts, deposit accounts, goods, supplies, inventory, equipment, the water works and distribution system and all facilities now owned of the Fort Selden Water Company, Inc.

USDA/RUS-4 USDA/RUS-4-The Association entered into an agreement with the U.S. Department of Agriculture's Rural Utilities Services on November 19, 2018, for the rehabilitation of the Radium Springs Water System to include water lines, booster station, and new water wells. The original amount of the note was \$808,000, bearing 3.125% interest. Principal and interest payments are due monthly, with the note maturing on November 19, 2058. The Association has pledged as collateral all gross receipts, income accounts, deposit accounts, goods, supplies, inventory, equipment, the water works and distribution system and all facilities now owned of the Fort Selden Water Company, Inc.

NMED/RIP-2013-The Association entered into an agreement with the N.M. Environmental Department on June 7, 2013, for the purchase of the Picacho Hills Utility Company. The original amount of the note was \$2,000,000, bearing 2.375% interest. Principal and interest payments are due yearly starting December 13, 2014, with the note maturing on December 13, 2033. The Association has pledged net revenues for the water utility system to the payment of the loan.

NMED/RIP-2014-The Association entered into an agreement with the N.M. Environmental Department on June 7, 2013 for the improvements of the water system in Picacho Hills District 5 which also included repairing known issues and planning for future growth and long term sustainability. The original amount of the note was \$2,000,000 and bears interest at 2.375%. Principal payments on the note are due yearly and will begin one year after project completion. The Association has pledged net revenues from the water utility system to the payment of the loan. Accrued interest of \$98,801 was added to the principal loan amount when the project was completed and the loan amortized.

NMED/RIP-00002 (Formally-2015)-The Association entered into an agreement with the N.M. Environmental Department on June 17, 2015 for the improvements of the wastewater system in Picacho Hills District 5 which also included repairing known issues and planning for future growth and long term sustainability. The original amount of the note was \$2,000,000 and bears interest at 2.375%. As of June 30, 2015 none of these loan funds have been expended. Principal payments on the note are due yearly and will begin one year after project completion. The Association has pledged net revenues from the water utility system to the payment of the loan. Accrued interest of \$5,983 was added to the principal loan amount when the project was completed and the loan amortized.

NMED/RIP-00023 The Association entered into an agreement with the New Mexico Environmental Department on August 14, 2018, for the rehabilitation of the District 5 Wastewater Plant. The original amount of the note was \$2,000,000, bearing 2.375% interest. Principal and interest payments are due monthly, with the note maturing on August 14, 2038. The Association has pledged as collateral all gross receipts, income accounts, deposit accounts, goods, supplies, inventory, equipment, the water works and distribution system.

NMED/RIP-00028 The Association entered into an agreement with the New Mexico Environmental Department on November 7, 2019, for the rehabilitation of the wastewater treatment plant. The original amount of the note was \$750,000, bearing 2.375% interest. Principal and interest payments are due monthly, with the note maturing on October 7, 2039. The Association has pledged as collateral all gross receipts, income accounts, deposit accounts, goods, supplies, inventory, equipment, the water works and distribution system.

New Mexico Finance Authority (NMFA) Loans

WTB-55-The Association entered into an agreement with the NMFA on March 27, 2009 to finance the site acquisition, design, planning, engineering and construction of a water reclamation plant. The original amount of the note was \$38,000 and is noninterest bearing. Principal payments on the note are due yearly on June 1st. The note matures on June 1, 2029. The Association has pledged net revenues from the water utility system to the payment of the loan.

WTB-83-The Association entered into an agreement with NMFA on March 27, 2009 to finance the cost of designing, planning, engineering and construction of a water reclamation plant. The original amount of the note was \$380,000 and is noninterest bearing. Principal payments on the note are due yearly on June 1st. The note matures on June 1, 2029. The Association has pledged net revenues from the water utility system to the payment of the loan.

WTB-105-The Association entered into an agreement with NMFA on March 27, 2009 to finance the cost of designing, planning, engineering and construction of a water reclamation plant. The original amount of the note was \$14,000 and is noninterest bearing. Principal payments on the note are due yearly on June 1st. The note matures on June 1, 2029. The Association has pledged net revenues from the water utility system to the payment of the loan.

WTB-243-The Association entered into an agreement with NMFA on December 21, 2012 for the completion of phase II of the surface water transmission line. The original amount of the note was \$1,404,000 and is noninterest bearing. Principal payments on the note are due yearly on June 1st. The note matures on June 1, 2032. The Association has pledged net revenues from the water utility system to the payment of the loan.

WTB-271-The Association entered into an agreement with NMFA on March 14, 2014 for the construction of improvements to the transmission mains and distribution lines through the collective water delivery area. The original amount of the note was \$1,600,000 and is noninterest bearing. Principal payments on the note are due yearly on June 1st. The note matures on June 1, 2032. The Association has pledged net revenues from the water utility system to the payment of the loan.

CI-2770-The Association entered into an agreement with NMFA on February 22, 2013 for the construction of the final phase of line extension and additional capacity for a regional project that includes four Colonias. The original amount of the note was \$35,706 and is noninterest bearing. Principal payments on the note are due yearly on June 1st. The note matures on June 1, 2032. The Association has pledged net revenues from the water utility system to the payment of the loan.

CI-2972-The Association entered into an agreement with NMFA on April 4, 2014 for the construction of water transmission lines from the main water lines to Doña Ana and San Ysidro Colonias. The original amount of the note was \$153,360 and is noninterest bearing. Principal payments on the note are due yearly on June 1st. The note matures on June 1, 2034. The Association has pledged net revenues from the water utility system to the payment of the loan.

CI-3177-The Association entered into an agreement with NMFA on July 17, 2015 for the construction of water transmission lines from the main water lines to Doña Ana and San Ysidro Colonias. The original amount of the note was \$18,800 and is noninterest bearing. Principal payments on the note are due yearly on June 1st. The note matures on June 1, 2034. The Association has pledged net revenues from the water utility system to the payment of the loan.

CI-3184-The Association entered into an agreement with NMFA on July 17, 2015 for the construction of water transmission lines from the main water lines to Doña Ana and San Ysidro Colonias. The original amount of the note was \$10,020 and is noninterest bearing. Principal payments on the note are due yearly on June 1st. The note matures on June 1, 2035. The Association has pledged net revenues from the water utility system to the payment of the loan.

CI-3349-The Association entered into an agreement with NMFA on February 9, 2016 for the construction of water transmission lines from the main water lines to Doña Ana and San Ysidro Colonias. The original amount of the note was \$67,764 and is noninterest bearing. Principal payments on the note are due yearly on June 1st. The note matures on June 1, 2035. The Association has pledged net revenues from the water utility system to the payment of the loan.

CI-3507-The Association entered into an agreement with NMFA on January 6, 2017 for the construction of water transmission lines from the main water lines to Doña Ana and San Ysidro Colonias. The original amount of the note was \$120,000 and is noninterest bearing. Principal payments on the note are due yearly on June 1st. The note matures on June 1, 2038. The Association has pledged net revenues from the water utility system to the payment of the loan.

CI-4121-The Association entered into an agreement with NMFA on March 31, 2018 for the construction of wastewater improvements. The original amount of the note was \$78,000 and is noninterest bearing. Principal payments on the note are due yearly on June 1st. The note matures on June 1, 2038. The Association has pledged net revenues from the wastewater utility system to the payment of the loan.

CI-4634-The Association entered into an agreement with the New Mexico Finance Authority on October 12, 2018, for the construction of the Southeast Collection System Phase 3. The original amount of the note was \$110,000 bearing 0% interest. Principal and interest payments are due monthly, with the note maturing on October 12, 2038. The Association has pledged as collateral all gross receipts, income accounts, deposit accounts, goods, supplies, inventory, equipment, the water works and distribution system.

CI-4910-The Association entered into an agreement with the New Mexico Finance Authority on December 13, 2019, for the construction of the Southeast Collection System. The original amount of the note was \$93,587 bearing 0% interest. Principal and interest payments are due monthly, with the note maturing on October 12, 2038. The Association has pledged as collateral all gross receipts, income accounts, deposit accounts, goods, supplies, inventory, equipment, the water works and distribution system.

CI 4611-The Association entered into an agreement with the New Mexico Finance Authority on November 27, 2019, for the construction of the Dona Ana Village lift station and the planning and design of the rehabilitation of the force main. The original amount of the note was \$22,500 bearing 0% interest. Principal and interest payments are due monthly, with the note maturing on October 12, 2038. The Association has pledged as collateral all gross receipts, income accounts, deposit accounts, goods, supplies, inventory, equipment, the water works and distribution system.

DW-2868-The Association entered into an agreement with NMFA Drinking Water State Revolving Loan Fund (DWRLF) on May 13, 2013 for the completion of phase II of the surface water transmission line. The original amount of the note was \$2,059,390, of which \$514,848 may be forgiven. The maximum aggregate repayable principal is \$1,544,542. The note bears interest of 2%, which includes the administrative fee. Principal payments on the note are due yearly on May 1st. The note matures on May 1, 2035. The Association has pledged net revenues from the water utility system to the payment of the loan.

DW-3227-The Association entered into an agreement with NMFA on November 20, 2015 for the construction of water transmission lines from the main water lines. The original amount of the note was \$2,083,125. The interest rate is 2%. Principal payments on the note are due monthly when construction is complete. The note matures on October 20, 2036. The Association has pledged net revenues from the water utility system to the payment of the loan.

DW-3382-The Association entered into an agreement with NMFA on November 10, 2015 for the construction of water transmission lines from the main water lines. The original amount of the note was \$2,272,500. The interest rate is 2%. Principal payments are paid monthly when construction is complete on the note are due yearly on June 1st. The note matures on October 10, 2036. The Association has pledged net revenues from the water utility system to the payment of the loan.

The annual requirements to amortize the general obligation bonds as of June 30, 2020, including interest payments are as follows:

	Principal	Interest	Total
2021	\$ 842,034	\$ 388,426	\$ 1,230,460
2022	863,375	362,029	1,225,404
2023	879,268	357,109	1,236,377
2024	895,535	340,898	1,236,433
2025	912,182	324,306	1,236,488
2026-2030	4,824,036	1,358,687	6,182,723
2031-2035	4,670,252	896,237	5,566,489
2036-2040	4,313,600	419,198	4,732,798
2041-2045	202,999	141,866	344,865
2046-2050	234,430	104,630	339,060
2051-2055	278,792	60,268	339,060
2056-2058	190,432	11,426	201,858
	<u>\$ 19,106,935</u>	<u>\$ 4,765,080</u>	<u>\$ 23,872,015</u>

F. Retirement Plan

General Information about the Pension Plan

Public Employees Retirement Fund-is a cost-sharing, multiple employer defined benefit pension plan. This fund has six divisions of members, including State General, State Police/Adult Correction Officers, Municipal General, Municipal Police/Detention Officers, Municipal Fire, and State Legislative Divisions, and offers 24 different types of coverage within the PERA plan. All assets accumulated may be used to pay benefits, including refunds of member contributions, to any of the plan members or beneficiaries, as defined by the terms of this plan. Certain coverage plans are only applicable to a specific division. Eligibility for membership in the Public Employees Retirement Fund is set forth in the Public Employees Retirement Act (Chapter 10, Article 11, NMSA 1978). Except as provided for in the Volunteer Firefighters Retirement Act (10-11A-1 to 10-11A-7, NMSA 1978), the Judicial Retirement Act (10-12B-1 to 10-12B-19, NMSA 1978), the Magistrate Retirement Act (10-12C-1 to 10-12C-18, NMSA 1978), and the Educational Retirement Act (Chapter 22, Article 11, NMSA 1978), each employee and elected official of every affiliated public employer is required to be a member in the Public Employees Retirement Fund, unless specifically excluded.

Benefits Provided – Benefits are generally available at age 65 with five or more years of service or after 25 years of service regardless of age for TIER I members. Provisions also exist for retirement between ages 60 and 65, with varying amounts of service required. Certain police and fire members may retire at any age with 20 or more years of service for Tier I members. Generally, the amount of retirement pension is based on final average salary, which is defined under Tier I as the average of salary for the 36 consecutive months of credited service producing the largest average; credited service; and the pension factor of the applicable coverage plan. Monthly benefits vary depending upon the plan under which the member qualifies, ranging from 2% to 3.5% of the member’s final average salary per year of service. The maximum benefit that can be paid to a retiree may not exceed a range of 60% to 90% of the final average salary, depending on the division. Benefits for duty and non-duty death and disability and for post-retirement survivors’ annuities are also available.

State of New Mexico
Doña Ana Mutual Domestic Water Consumers Association
Notes to the Financial Statements
June 30, 2020

Tier II-The retirement age and service credit requirements for normal retirement for PERA state and municipal general members hired increased effective July 1, 2013 with the passage of Senate Bill 27 in the 2013 Legislative Session. Under the new requirements (Tier II), general members are eligible to retire at any age if the member has at least eight years of service credit and the sum of the member's age and service credit equals at least 85 or at age 67 with 8 or more years of service credit. General members hired on or before June 30, 2013 (Tier I) remain eligible to retire at any age with 25 or more years of service credit. Under Tier II, police and firefighters in Plans 3, 4 and 5 are eligible to retire at any age with 25 or more years of service credit. State police and adult correctional officers, peace officers and municipal juvenile detention officers will remain in 25-year retirement plans, however, service credit will no longer be enhanced by 20%. All public safety members in Tier II may retire at age 60 with 6 or more years of service credit. Generally, under Tier II pension factors were reduced by .5%, employee Contribution increased 1.5 percent and effective July 1, 2014 employer contributions were raised .05 percent. The computation of final average salary increased as the average of salary for 60 consecutive months.

Contributions – The following tables illustrate the various coverage options under the PERA plan and the contribution rates effective during the year.

PERA Contribution Rates and Pension Factors in effect during Fiscal Year 2018						
Employee Contribution Percentage		Employer Contribution Percentage	Pension Factor per year of Service		Pension Maximum as a Percentage of the Final Average Salary	
Annual Salary less than \$20,000	Annual Salary greater than \$20,000		Tier 1	Tier 2		
State Plan 3						
7.42%	8.92%	16.99%	3.00%	2.50%	90%	
Municipal Plan 1 (plan open to new employers)						
7.00%	8.50%	7.40%	2.00%	2.00%	90%	
Municipal Plan 2 (plan open to new employers)						
9.15%	10.65%	9.55%	2.50%	2.00%	90%	
Municipal Plan 3 (plan closed to new employers 6/00)						
13.15%	14.65%	9.55%	3.00%	2.50%	90%	
Municipal Plan 4 (plan closed to new employers 6/95)						
15.65%	17.15%	12.05%	3.00%	2.50%	90%	
Municipal Police Plan 1						
7.00%	8.50%	10.40%	2.00%	2.00%	90%	
Municipal Police Plan 2						
7.00%	8.50%	15.40%	2.50%	2.00%	90%	
Municipal Police Plan 3						
7.00%	8.50%	18.90%	2.50%	2.00%	90%	
Municipal Police Plan 4						
12.35%	13.85%	18.90%	3.00%	2.50%	90%	
Municipal Police Plan 5						
16.30%	17.80%	18.90%	3.50%	3.00%	90%	

State of New Mexico
Doña Ana Mutual Domestic Water Consumers Association
Notes to the Financial Statements
June 30, 2020

Municipal Fire Plan 1						
8.00%	9.50%	11.40%	2.00%	2.00%	90%	
Municipal Fire Plan 2						
8.00%	9.50%	17.90%	2.50%	2.00%	90%	
Municipal Fire Plan 3						
8.00%	9.50%	21.65%	2.50%	2.00%	90%	
Municipal Fire Plan 4						
12.80%	14.30%	21.65%	3.00%	2.50%	90%	
Municipal Fire Plan 5						
16.20%	17.70%	21.65%	3.50%	3.00%	90%	
Municipal Detention Officer Plan 1						
16.65%	18.15%	17.05%	3.00%	3.00%	90%	
State Police and Adult Correctional Officer Plan 1						
7.60%	9.10%	25.50%	3.00%	3.00%	90%	
State Plan 3 Peace Officer						
7.42%	8.20%	16.99%	3.00%	3.00%	90%	
Juvenile Correctional Officer Plan 2						
4.78%	6.28%	26.12%	3.00%	3.00%	90%	

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions –

At June 30, 2020, the Association reported a liability of \$1,369,300 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2019, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2018. The total pension liability was rolled-forward from the valuation date to the plan year ending June 30, 2019 using generally accepted actuarial principles. Therefore, the employer's portion was established as of the measurement date of June 30, 2019. There were no significant events or changes in benefit provision that required an adjustment to the roll-forward liabilities as of June 30, 2019. The Association's proportion of the net pension liability was based on a projection of the Association's long-term share of contributions to the pension plan relative to the projected contributions of all participating entities, actuarially determined. At June 30, 2019, the Association's proportion was 0.0791%, which was a decrease of 0.0006% from its proportion measured as of June 30, 2018.

For the year ended June 30, 2020, the Association recognized pension expense of \$277,946. At June 30, 2020, the Association reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

State of New Mexico
Doña Ana Mutual Domestic Water Consumers Association
Notes to the Financial Statements
June 30, 2020

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience.	\$ 41,054	\$ 14,812
Net difference between projected and actual earnings on pension plan investments.	46,142	0
Changes of assumptions.	61,056	3,373
Changes in proportion and differences between the Association's contributions and proportionate share of contributions.	73,997	24,517
Association's contributions subsequent to the measurement date.	83,949	0
Total	<u>\$ 306,198</u>	<u>\$ 42,702</u>

\$83,949 reported as deferred outflows of resources related to pensions resulting from Association's contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2020. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended June 30:	
2021	\$ 87,343
2022	64,527
2023	20,085
2024	7,592
Total	<u>\$ 179,547</u>

Actuarial assumptions. The total pension liability in the June 30, 2018 actuarial valuation was determined using the following significant actuarial assumptions, applied to all periods included in the measurement:

Actuarial valuation date	June 30, 2018
Actuarial cost method	Entry age normal
Amortization period	Level percentage of pay
Amortization method	Solved for based on statutory rates
Actuarial assumptions:	
(1) Investment rate of return	7.25% annual rate, net of investment expense
(2) Projected benefit payment	100 years
(3) Payroll growth	3.00%
(4) Projected salary increases	3.25% to 13.50% annual rate
(5) Includes inflation at	2.5%, 2.75% all other years

(6) Mortality Assumption	The mortality assumptions are based on the RPH-2014 Blue Collar mortality table with female ages set forward one year. Future improvement in mortality rates is assumed using 60% of the MP-2017 projection scale generationally. For non-public safety groups, 25% of in-service deaths are assumed to be duty related and 35% are assumed to be duty-related for public safety groups.
(7) Experience Study Dates	July 1, 2008 to June 30, 2017 (demographic) and July 1, 2013 through June 30, 2017

The total pension liability, net pension liability, and certain sensitivity information are based on an actuarial valuation performed as of June 30, 2018. The total pension liability was rolled-forward from the valuation date to the plan year ended June 30, 2019. These assumptions were adopted by the Board use in the June 30, 2018 actuarial valuation.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-Term Expected Real Rate of Return</u>
Global Equity	42.33%	7.48%
Risk Reduction & Mitigation	21.37%	2.37%
Credit Oriented Fixed Income	15.00%	5.47%
Real Assets to include Real Multi-Risk Allocation	20.00%	6.48%
	1.30%	
Total	<u>100.00%</u>	

Discount rate. A single discount rate of 7.25% was used to measure the total pension liability as of June 30, 2019. This single discount rate was based on a long-term expected rate of return on pension plan investments of 7.25%, compounded annually, net of expense. Based on the stated assumptions and the projection of cash flows, the plan's fiduciary net position and future contributions were projected to be available to finance all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all period of projected benefit payments to determine the total pension liability.

The projections of cash flows used to determine this single discount rate assumed that plan member and employer contributions will be made at the current statutory levels.

Sensitivity of the Association’s proportionate share of the net pension liability to changes in the discount rate. The following presents the employer name’s proportionate share of the net pension liability calculated using the discount rate of 7.25 percent, as well as what the employer name’s proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.25 percent) or 1-percentage-point higher (8.25 percent) than the current rate:

	1% Decrease (6.25%)	Current Discount Rate (7.25%)	1% Increase (8.25%)
The Association’s proportionate share of the net pension liability	\$ 2,070,983	\$ 1,369,300	\$ 788,750

Pension plan fiduciary net position. Detailed information about the pension plan’s fiduciary net position is available in separately issued PERA’S financial reports.

G. Risk Management

The Association is exposed to various risks of loss related to torts, theft of, damage to and destruction of assets, errors and omissions, natural disasters, and worker's compensation. Commercial insurance covers all losses. There have been no significant reductions in insurance coverage. Settlement amounts have not exceeded insurance coverage for the current year or the prior three years. There were no claim liabilities at year end.

H. Commitments, Contingencies and Subsequent Events

Westmoreland Water Rights-The Association has filed a lawsuit for breach of contract, fraud and unfair trade practices against Forrest and Joyce Westmoreland regarding the contract for and purchase of 82 acre feet of water rights. The Association requested the return from the Westmoreland's of the \$147,600 paid, plus interest, punitive damages, treble damages, costs and attorney fees. As of the date of this audit report, the judge has agreed the Association will get the money back, however, the decision has been appealed.

The Association is involved in several improvement projects throughout the system. The Association was awarded a grant of \$11,026,100 and \$4,226,000 loan from USDA for the construction of a new wastewater system.

I. Tax Abatement Disclosures

The Association has not been affected by a tax abatement.

Required Supplemental Information

State of New Mexico
Doña Ana Mutual Domestic Water Consumers Association
Schedules of Required Supplementary Information for Pension Plan

Schedule of the Association's Proportionate Share of the Net Pension Liability

Last 10 Fiscal Years*

	2015 2014	2016 2015	2017 2016	2018 2017	2019 2018
Association's proportionate share of the net pension liability.	0.0618%	0.0719%	0.0750%	0.0678%	0.0797%
Association's proportionate share of the net pension liability.	\$ 482,106	\$ 733,083	\$ 1,369,300	\$ 931,629	\$ 1,369,300
Association's covered-employee payroll.	\$ 572,660	\$ 617,907	\$ 595,123	\$ 671,933	\$ 723,497
Association's proportionate share of the net pension liability as a percentage of its covered-employee payroll.	84.19%	118.64%	230.09%	138.65%	189.26%
Plan fiduciary net position as a percentage of the total pension liability.	81.29%	76.99%	69.18%	73.74%	71.13%
	2020 2019				
Association's proportionate share of the net pension liability.	0.0791%				
Association's proportionate share of the net pension liability.	\$ 1,369,300				
Association's covered-employee payroll.	\$ 856,618				
Association's proportionate share of the net pension liability as a percentage of its covered-employee payroll.	159.85%				
Plan fiduciary net position as a percentage of the total pension liability.	70.52%				

* These schedules are presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, the Association will present information for those years for which information

The notes to the financial statements are an integral part of this statement.

State of New Mexico

Doña Ana Mutual Domestic Water Consumers Association

Schedules of Required Supplementary Information and Notes for Pension Plan

Schedule of Association's Contributions

Last 10 Fiscal Years*

	June 30,				
	2015	2016	2017	2018	2019
Contractually required contribution.	\$ 54,689	\$ 59,010	\$ 56,834	\$ 64,170	\$ 69,094
Contributions in relation to the contractually required contribution.	<u>54,689</u>	<u>59,010</u>	<u>56,834</u>	<u>64,170</u>	<u>69,094</u>
Contribution deficiency (excess).	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
Association's covered-employee payroll.	\$ 572,660	\$ 617,907	\$ 595,123	\$ 671,933	\$ 723,497
Contributions as a percentage of covered-employee payroll.	9.55%	9.55%	9.55%	9.55%	9.55%
	<u>June 30,</u>				
	2020				
Contractually required contribution.	\$ 83,949				
Contributions in relation to the contractually required contribution.	<u>83,949</u>				
Contribution deficiency (excess).	<u>\$ 0</u>				
Association's covered-employee payroll.	\$ 856,618				
Contributions as a percentage of covered-employee payroll.	9.80%				

* These schedules are presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, the Association will present information for those years for which information

Notes to Required Supplementary Information for Pension Plan

Changes of benefit terms. The PERA and COLA and retirement eligibility benefits changes in recent years are described in Note 1 of PERA's CFAR. <https://www.saonm.org>

Assumptions: The Public Employ Retirement Association of New Mexico Annual Actuarial Valuations as of June 2018 report is available at <http://www.nmpera.org/>

The notes to the financial statements are an integral part of this statement.

Other Supplemental Information

State of New Mexico

Doña Ana Mutual Domestic Water Consumers Association

Statement of Revenues, Expenditures, and Changes in Cash Balance -

Budget and Actual (Budgetary Basis)

For the Year Ended June 30, 2020

	Budgeted Amounts		Actual (Budgetary Basis)	Variance with Final Budget- Favorable (Unfavorable)
	Original	Final		
Revenues				
Sales and Services	\$ 4,262,075	\$ 4,262,075	\$ 4,449,668	\$ 187,593
Fees	843,700	843,700	806,182	(37,518)
Fines and Penalties	118,000	118,000	98,911	(19,089)
Miscellaneous	26,000	26,000	25,028	(972)
Investment Income	22,000	22,000	34,337	12,337
Grants & Loan Proceeds	6,255,285	6,255,285	1,875,151	(4,380,134)
Increase in Fair Value of Investment	0	0	4,456	4,456
Total Revenues	11,527,060	11,527,060	7,293,733	(4,233,327)
Expenses				
Water				
Salaries and Benefits	1,318,400	1,318,400	1,258,546	59,854
Operating Expenses	1,823,420	1,823,420	1,801,211	22,209
Capital Outlay	2,556,000	2,556,000	1,617,254	938,746
Debt Service				
Principal	650,000	650,000	431,483	218,517
Interest	100,000	100,000	215,674	(115,674)
Wastewater				
Salaries and Benefits	78,000	78,000	53,305	24,695
Operating Expenses	763,770	763,770	398,226	365,544
Capital Outlay	4,827,684	4,827,684	4,701,454	126,230
Debt Service				
Principal	130,000	130,000	83,268	46,732
Interest	75,000	75,000	45,436	29,564
Total Expenses	12,322,274	12,322,274	10,605,857	1,716,417
Net Change in Cash Balance	(795,214)	(795,214)	(3,312,124)	(2,516,910)
Cash Balance Beginning of Year	9,793,178	9,793,178	9,793,178	0
Cash Balance End of Year	\$ 8,997,964	\$ 8,997,964	\$ 6,481,054	\$ (2,516,910)

State of New Mexico

Doña Ana Mutual Domestic Water Consumers Association

Statement of Revenues, Expenditures, and Changes in Cash Balance -
Budget and Actual (Budgetary Basis)

For the Year Ended June 30, 2020

Reconciliation of Budgetary Basis to GAAP Basis

Net Change in Cash Balance-Cash Basis	\$	(3,312,124)
Capital Outlay		8,294,370
Depreciation		(1,616,663)
Loan Proceeds		(868,913)
Principal		514,751
Net Change in Receivables and Unbilled Revenues		47,550
Net Change in Due from Grantors		1,164,265
Net Change in Inventory		113,360
Net Change in Prepaid Expenses		45,020
Net Change in Deferred Outflows		(133,420)
Net Change in Accounts Payable		(14,927)
Net Change in Accrued Salaries & Benefits		(3,800)
Net Change in Accrued Interest		(26,056)
Net Change in Compensated Absences		(3,665)
Net Change in Customer Deposits		(12,710)
Net Change in Pension Liability		(98,587)
Net Change in Deferred Inflows		37,837
Change in Net Position-GAAP Basis	\$	<u>4,126,288</u>

The notes to the financial statements are an integral part of this statement.

De'Aun Willoughby CPA, PC

Certified Public Accountant

225 Innsdale Terrace Clovis, NM 88101

(855) 253-4313

Report on Internal Control Over Financial Reporting and on Compliance
and Other Matters Based on an Audit of Financial Statements Performed
In Accordance with *Government Auditing Standards*

Independent Auditor's Report

Mr. Brian S. Colón
State Auditor of the State of New Mexico
Board Members of the Doña Ana Mutual Domestic Water Consumers Association

Mr. Colón and Members of the Board

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the business-type activities of the Doña Ana Mutual Domestic Water Consumers Association (Association) as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise the Association's basic financial statements and related budgetary comparison of the Association, presented as supplemental information, and have issued our report thereon dated October 28, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit, of the financial statements, we considered the Association's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Association's internal control. Accordingly, we do not express an opinion on the effectiveness of the Association's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Association's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that are less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Association's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standard*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. This report is intended solely for the information and use of the Association, the New Mexico State Auditor's Office and Department of Finance and Administration, Local Government Division and the New Mexico Legislature and is not intended to be and should not be used by anyone other than those specified parties.

De'Aun Willoughby, CPA, PC

Clovis, New Mexico
October 28, 2020

Financial Statements Findings

Prior Year Audit Findings	Status
2019-001 - Design Deficiencies in Internal Control	Resolved
2019-002 - Financial Reports	Resolved
2019-003 - Payroll	Resolved

Summary of Audit Results

Type of auditor's report issued Unmodified

Internal control over financial reporting:

- Material weakness(es) identified? N/A
- Significant deficiency(ies) identified N/A

Noncompliance material to financial N/A

Current Year Audit Findings

None

Financial Statement Preparation

The financial statements were prepared by De'Aun Willoughby CPA. However, they are the responsibility of management.

Exit Conference

An exit conference was held on October 28, 2020. Those present were James Melton - President, Kurt Anderson - Secretary/Treasurer, Margo Lopez-Office Manager, Jennifer Horton - Executive Director, Starla Sharp - Auditor, and De'Aun Willoughby, CPA.

February 12, 2021

Jennifer Horton, Executive Director
Doña Ana MDWCA
5535 Ledesma Drive
Las Cruces, NM 88007

**RE: Contract Number #2018-03 – Engineering Services for Water
Task Order #3 – Picacho Hills Sanitary Sewer System Scour Mitigation
Study**

Dear Ms. Horton:

Bohannon Huston, Inc., (BHI) is pleased to provide the attached Task Order #3 – Picacho Hills Sanitary Sewer System Scour Mitigation Study. This agreement is for planning services only. This Project will be funded through the Capital Appropriation Project Doña Ana MDWCA Picacho Hills Arroyo Sewer Line, SAP 20-E2119-STB.

If acceptable, please execute and forward to Mr. Steven Deal for NMED approval. Once agreement is received, we will schedule an internal and client kickoff meeting for this project. If you have any questions, please contact me at 505-823-1000. Thank you and we look forward to working with you on this Task.

Sincerely,



Craig W. Hoover, PE
Senior Vice President
Water Resources

CWH/ab
Enclosures

Engineering ▲

Spatial Data ▲

Advanced Technologies ▲

**AGREEMENTS FOR ENGINEERING SERVICES
(Publicly Funded Project)**

THIS Agreement, made this _____ day of _____ 2021 (effective date) by and between Doña Ana MDWCA hereinafter referred to as the OWNER, and Bohannon Huston Inc. hereinafter referred to as the ENGINEER. This contract expires on _____.

The OWNER intends to construct a Project consisting of a sanitary sewer system scour mitigation study for Picacho Hills.

in Doña Ana County, State of New Mexico, which may be paid for in part with financial assistance from the United States of America acting through the United States Department of Agriculture – Rural Development, hereinafter referred to as USDA-RD; and/or through the United States Environmental Protection Agency, hereinafter referred to as EPA; and/or the New Mexico Environment Department, hereinafter referred to as NMED; and/or the New Mexico Finance Authority, hereinafter referred to as NMFA; and/or the New Mexico Department of Finance, hereinafter referred to as DFA; all collectively referred to as the Funding Agency. Neither the United States or the State of New Mexico nor any of its departments, agencies, or employees is or will be a party to this Agreement or any subagreement. The ENGINEER agrees to perform the various professional engineering services for the planning, design, and construction of said Project in accordance with the provisions of this Agreement.

CONTENTS

SECTION A - GENERAL PROVISIONS

1. General
2. Approvals
3. Responsibilities of the ENGINEER
4. Responsibilities of the OWNER
5. Changes
6. Termination of Contract
7. Payment
8. Time
9. Project Design
10. Audits and Access to Records
11. Subcontracts
12. Insurance
13. Environmental Conditions of Site
14. Mutual Waiver
15. Independent Contractor
16. Equal Employment Opportunity
17. Gratuities
18. Covenants Against Contingent Fees
19. Cost and Pricing Data on Federally
Funded Projects
20. Remedies
21. Assurance Against Debarment

SECTION B - ENGINEERING SERVICES

- Engineer Services During the Planning Phase
- Engineering Services During the Design Phase
- Engineering Services During the Construction Phase
- Engineering Services During the Operation Phase

SECTION C - SPECIAL PROVISIONS OR MODIFICATIONS

ATTACHMENTS

- Attachment I – Insurance - required
- Attachment II - Engineering Services During the Planning Phase
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be 75 calendar days from Authorization to proceed date. This phase expires on _____.
- Attachment III - Engineering Services During the Design Phase
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.

- Attachment IV - Engineering Services During the Construction Phase
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.
- Attachment V - Engineering Services During the Operation Phase
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.
- Attachment VI – Amendments to Agreements for Engineering Services
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.
- _____

SECTION A – GENERAL PROVISIONS

1. General

(a) This Agreement represents the entire and integrated Agreement between the OWNER and the ENGINEER for the Project and supersedes all prior negotiations, representations or agreements, either written or oral. In the event, any provisions of this Agreement or any subsequent amendment shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. The General provisions of this Agreement supersede any conflicting SPECIAL PROVISIONS.

(b) The OWNER and the ENGINEER each is bound and the partners, successors, executors, administrators and legal representatives of the OWNER and the ENGINEER are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement. Neither the OWNER nor the ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in the Agreement without written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Unless expressly provided otherwise in this Agreement:

(1) Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by the OWNER or the ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them; and

(2) All duties and responsibilities undertaken pursuant to this Agreement will be for sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.

(c) The ENGINEER will work closely with the OWNER to confirm all Funding Agency requirements are met.

(d) The ENGINEER will attend conferences and public hearings with the OWNER, at which representatives of the Funding Agency and interested parties will also be in attendance, and provide assistance in connection with such undertakings as provided for in the scope of work detailed in the Attachments.

2. Approvals

(a) This Agreement shall not become effective until reviewed and approved by the Funding Agency. Such approval shall be evidenced by the signature of a duly authorized representative of the Funding Agency in the space provided in the Attachments to this Agreement. The approval shall in no way commit the Funding Agency to render financial assistance to the OWNER. The Funding Agency is without liability for any payment hereunder, but in the event such assistance is provided, the approval shall signify that the provisions of this Agreement are consistent with the requirements of the Funding Agency.

(b) Review or approval of documents by or for the Funding Agency under this Agreement is

for administrative purposes only and does not relieve the ENGINEER or OWNER of their responsibilities to design, construct and operate the Project as required under law, regulations, permits and good management practices.

3. Responsibilities of the ENGINEER

(a) The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of design drawings, specifications, reports, and other services furnished by the ENGINEER under this Agreement. If this Agreement involves environmental measures or data generation, the ENGINEER shall comply with EPA quality assurance requirements that can be found on their website at <http://www.epa.gov/quality/index.html>. The ENGINEER shall keep the OWNER informed of the performance of the ENGINEER'S duties under this Agreement. The ENGINEER shall, promptly and without additional compensation, correct or revise errors or omissions in the design drawings, specifications, reports, and other services provided by ENGINEER under terms of this Agreement.

(b) The ENGINEER shall perform the professional services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement and applicable Funding Agency requirements in effect on the date of execution of any assistance agreement for this Project.

(c) The OWNER or Funding Agency review or approval of design drawings, specifications, reports, and other services furnished hereunder shall not in any way relieve the ENGINEER of responsibility for the technical adequacy of the work. Neither the OWNER nor Funding Agency review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of action arising out to the performance of this Agreement.

(d) The ENGINEER shall be, and shall remain, liable to the proportionate extent, in accordance with applicable law, for damages to the OWNER caused by the ENGINEER's negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the OWNER or OWNER-furnished data. The ENGINEER shall not be responsible for any time delays in the Project caused by circumstances beyond the ENGINEER'S control.

(e) The ENGINEER'S opinions of probable Construction Cost are to be made on the basis of the ENGINEER'S experience and qualifications and represent ENGINEER'S best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since the ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over Contractor's methods of determining prices, or over competitive bidding or market conditions, the ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost and project schedules will not vary from opinions of probable Construction Cost prepared by the ENGINEER. If the OWNER wishes greater assurance as to probable Construction Cost, the OWNER shall employ an independent cost estimator.

(f) During the Construction Phase, the ENGINEER shall not at any time supervise, direct, or have control over the Contractor's work, nor shall the ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of the Contractor to

comply with Laws and Regulations applicable to the Contractor's furnishing and performing the Work.

(g) The standard of care of all professional engineering and related services performed or furnished by the ENGINEER under this Agreement will be the care and skill ordinarily used by members of subject profession practicing under similar circumstances at the same time and in the same locality. The ENGINEER makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with the ENGINEER'S services.

(h) The ENGINEER's obligations under this clause are in addition to the ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that the OWNER may have against the ENGINEER for faulty materials, equipment, or work.

4. Responsibilities of the OWNER

(a) The OWNER shall designate in writing a person authorized to act as the OWNER's representative. The OWNER or its representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations promptly in writing.

(b) The OWNER shall be responsible for, and the ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by the OWNER to the ENGINEER pursuant to this Agreement. The ENGINEER may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement without responsibility for verifying accuracy of the OWNER furnished data and information.

(c) The OWNER shall provide to the ENGINEER full and free access to enter upon all property required for the performance of the ENGINEER's services under this Agreement.

(d) The OWNER may make and retain copies of documents for information and reference in connection with use on the Project by the OWNER. Such documents are not intended or represented to be suitable for reuse by the OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the ENGINEER will be at the OWNER's sole risk and without liability or legal exposure to the ENGINEER. Any verification or adaptation as stated above, will entitle the ENGINEER to further compensation at rates to be agreed upon by the OWNER and the ENGINEER.

5. Changes

(a) The OWNER and the ENGINEER may, at any time, with prior approval of the Funding Agency, make changes within the general scope of this Agreement in the services or work to be performed. Any such change must be in writing and approved by both parties to this Agreement. If such changes cause an increase or decrease in the ENGINEER's cost or time required to perform any services under this Agreement, whether or not changed by any order, the OWNER shall make an equitable adjustment and modify this Agreement in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within thirty (30) calendar days from the date it receives the OWNER's notification of change, unless the OWNER grants additional time before the date of final payment.

(b) No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the OWNER.

(c) All changes to the scope, cost or time of this Agreement and services described in the Attachments must be in writing and documented in Attachment VI – Amendment to Agreements for Engineering Services.

6. Termination of Contract

(a) This Agreement may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. Any termination must be in writing. No such termination may be effected unless the other party is given: 1) not less than fourteen (14) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and 2) an opportunity to cure the default with the terminating party before termination.

(b) This Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given: 1) not less than fourteen (14) calendar days written notice (delivered by certified, return receipt requested) of intent to terminate; and 2) an opportunity for consultation with the OWNER prior to termination.

(c) If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this agreement shall be made, but: 1) no amount shall be allowed for anticipated profit on unperformed services or other work; and 2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER's default. If the ENGINEER effects termination for default, or if the OWNER effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.

(d) Upon receipt of a termination action under paragraphs (a) or (b) above, the ENGINEER shall: 1) promptly discontinue all affected work (unless the notice directs otherwise); and 2) deliver or otherwise make available to the OWNER within fourteen (14) calendar days copies of all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement, whether completed or in process.

(e) Upon termination under paragraphs (a) or (b) above, the OWNER may take over the work and may award another party an Agreement to complete the work under this Agreement.

(f) If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the Agreement price shall be made as provided in paragraph 6(c) of this clause.

7. Payment

(a) The ENGINEER will submit to the OWNER for services rendered an itemized bill showing charges for such services accompanied by any additional documentation requested by the OWNER. Such invoices are limited to no more than one per month. Compensation will be based on the lump sum or standard hourly rate with a maximum method of payment as detailed

in the Attachments.

(b) The OWNER shall pay the ENGINEER applicable gross receipt taxes and reimbursable expenses at the rates set forth in the appropriate Attachment. The amounts payable to the ENGINEER for reimbursable expenses will be the project-related internal expenses, such as reproduction, and all invoiced external reimbursable expenses allocatable to the project, including consultants, multiplied by a factor of 1.1 (1.1 MAXIMUM). Mileage will be reimbursed at the current federally approved IRS rate. Mileage and per diem will not be multiplied by a factor. Reimbursable expenses shall not exceed the estimate in the Attachments without prior written approval of the OWNER, with Funding Agency concurrence. Copies of invoices from consultants, mileage logs, and receipts for which the ENGINEER is requesting reimbursement must accompany the ENGINEER'S invoice.

(c) The OWNER shall notify the ENGINEER of any disputed amounts in the invoices within fourteen (14) calendar days of receipt. If the OWNER contests an invoice, the OWNER may withhold only that portion so contested, and must pay the undisputed portion.

(d) Final Payment under this Agreement, or settlement upon termination of this Agreement, shall not constitute a waiver of the OWNER's claims against the ENGINEER under this Agreement.

(e) If the OWNER fails to make any payment due to the ENGINEER within forty-five (45) calendar days after the OWNER's receipt of the ENGINEER's invoice, the amount due to the ENGINEER shall be increased at the rate of 1.5% per month from said forty-fifth day. Any payment of interest under this contract is not reimbursable from grant or loan funds. In addition, after ten (10) calendar days' prior written notice, the ENGINEER may suspend services under this Agreement until the ENGINEER is paid in full. The OWNER waives any and all claims against the ENGINEER for any such suspension.

8. Time

(a) PROGRESS AND COMPLETION

1. The ENGINEER has prepared and the OWNER has approved a schedule for the performance of the ENGINEER's services. This schedule is reflected in the contract time(s) as detailed in the Attachment(s) and represents reasonable times in which to complete the services. The schedule includes reasonable times required for the OWNER and other applicable parties to the agreement to provide necessary information, provide any applicable services not included in the ENGINEER's Scope of Work and make decisions necessary for completion of the work. The schedule also includes reasonable allowances for review and approval times required by the OWNER and by public authorities having jurisdiction over the Project. The schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the OWNER, or for delays or other causes beyond the ENGINEER's reasonable control.
2. The ENGINEER shall proceed expeditiously, consistent with professional skills, with adequate forces to achieve completion within the Contract Time.
3. The OWNER shall not be liable to the ENGINEER for additional time or money if the ENGINEER submits a progress report expressing an intention to achieve completion of the Work prior to the Contract Time and then is not able to achieve intended accelerated

schedule regardless of the reason.

4. If the ENGINEER is delayed at any time in the commencement or progress of the Work by an act or negligence of the OWNER, changes in the Work as agreed upon by the OWNER and the ENGINEER in writing, or other causes beyond the ENGINEER'S control, then the Contract Time may be extended per Section 5 of this Agreement. Extensions of time not associated with modifications or changes to the Work shall not be allowed to increase the Contract amount for overhead or for any other reason and shall strictly apply toward liquidated damages, as found in Subsection (b) of this Section.
5. The ENGINEER shall promptly notify the OWNER in writing of any conditions that may delay delivery of work beyond the Contract Time.
6. The OWNER shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the ENGINEER'S performance of its Services.

(b) CONTRACT TIME AND LIQUIDATED DAMAGES

1. The ENGINEER agrees that the Services being provided under this Agreement will be performed regularly, diligently and without interruption at such rate of progress as will provide for completion within the Contract Time. It is expressly understood and agreed, by and between the ENGINEER and the OWNER, that the Contract Time is a reasonable time for completion of the Services, taking into consideration the usual conditions for performing the Services. The ENGINEER agrees to promptly notify the OWNER of delays in completing the services under this Agreement that are beyond ENGINEER'S control and for which a Contract Time extension will be requested. If the ENGINEER neglects, fails, or refuses to complete the Services within the Contract Time, including any time extension granted by the OWNER, then the ENGINEER agrees to pay the OWNER the amount specified in the Attachments, not as a penalty, but as liquidated damages.
2. The parties agree that the amount of the likely damages to the OWNER for such delay is difficult to ascertain at the time of execution of this Agreement, but that a reasonable estimate of such damages may be deducted from any monthly payments due to the ENGINEER, or from other monies being withheld from the ENGINEER, when a reasonable estimate of the expected date of completion can be determined by the OWNER.
3. Final accounting of liquidated damages shall be determined at completion and the ENGINEER shall be liable for any liquidated damages over and above unpaid balances held by the OWNER.
4. The OWNER and the ENGINEER agree that reasonable liquidated damages for delay (but not as a penalty) due from the ENGINEER to the OWNER are \$100.00 (minimum one-hundred dollars [\$100.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement until the Work is complete and accepted by the OWNER. The OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

9. Project Design

Unless otherwise approved by the OWNER and Funding Agency, the ENGINEER shall specify materials, equipment, and processes that are readily available through competitive procurement and consistent with State and Federal regulations.

10. Audits and Access to Records

(a) The ENGINEER shall maintain books, records, documents, and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, and Funding Agency regulations in effect on the date of execution of this Agreement. The ENGINEER shall also maintain the financial information and data used by the ENGINEER in the preparation of the cost submission required under EPA regulations in effect on the date of execution for any negotiated agreement or amendment thereof. and a copy of the cost summary submitted to the OWNER. The Funding Agency, the Comptroller General of the United States, the U.S. Department of Labor, the OWNER, and the State water pollution control agency, or their duly authorized representatives, shall have access to such books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The ENGINEER will provide proper facilities for such access and inspection.

(b) The ENGINEER agrees to make paragraphs (a) through (f) applicable to agreements it awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (f) of this clause applicable to all amendments directly related to Project performance.

(c) Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies) and the General Accounting Office.

(d) The ENGINEER agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a) upon their request.

(e) Records under paragraphs (a) and (b) above shall be maintained and made available by the ENGINEER during performance of services under this Agreement and for three (3) years from the date of final Federal/State assistance payment to the OWNER for the Project. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the ENGINEER until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

(f) This right of access clause applies to financial records pertaining to agreements (except formally advertised, competitively awarded, fixed price agreements) and agreement amendments regardless of the type of agreement. In addition, this right of access applies to records pertaining to all agreements and agreement amendments:

1. To the extent the records pertain directly to Agreement performance; or
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. If the Agreement is terminated for default or for convenience.

11. Subcontracts

(a) Any subcontractors and outside associates or consultants required by the ENGINEER in connection with services under this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations of this Agreement. The OWNER must give prior approval for any substitutions, additions or deletions to such subcontractors, associates, or consultants but will not dictate whom the ENGINEER must hire.

(b) The ENGINEER may not subcontract services to subcontractors or consultants in excess of thirty (30) percent of the total phased compensation due to the ENGINEER and detailed in the Attachments without prior written approval of the OWNER and funding agency.

12. Insurance

The ENGINEER agrees to obtain and maintain, at their expense, such insurance as specified in Attachment I.

13. Environmental Condition of Site

(a) The OWNER has disclosed to the ENGINEER in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

(b) The OWNER represents to the ENGINEER that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to the ENGINEER, exist at the Site.

(c) If the ENGINEER encounters an undisclosed Constituent of Concern, then the ENGINEER shall notify: 1) the OWNER; and 2) appropriate governmental officials if the ENGINEER reasonably concludes that doing so is required by applicable Laws or Regulations.

(d) It is acknowledged by both parties that the ENGINEER'S scope of services does not include any services related to Constituents of Concern. If the ENGINEER or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then the ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until the OWNER: 1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and 2) warrants that the Site is in full compliance with applicable Laws and Regulations.

(e) If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of the ENGINEER'S services under this Agreement, then the ENGINEER shall have the option of: 1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or 2) terminating this Agreement for cause on 30 calendar days' notice.

(f) Owner acknowledges that the ENGINEER is performing professional services for the OWNER and that the ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with the ENGINEER'S activities under this Agreement.

14. Mutual Waiver

To the fullest extent permitted by law, the OWNER and the ENGINEER waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

15. Independent Contractor

The ENGINEER will, at all times during the performance of this Agreement and in connection with the Services, be deemed to be an Independent Contractor. No relationship of employer-employee or agency or other fiduciary capacity is created by this Agreement or by the ENGINEER'S performance of the Services.

16. Equal Employment Opportunity

The ENGINEER shall comply with U.S. Executive Order 11246, entitled "Equal Employment Opportunity", as amended by U.S. Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

17. Gratuities

(a) If the OWNER find that the ENGINEER or any of the ENGINEER's agents or representatives offered or gave gratuities (in the form of entertainment, gifts, or otherwise), to any official, employee, or agent of the OWNER or the Funding Agency in an attempt to secure this Agreement, or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, the OWNER may, by written notice to the ENGINEER, terminate this Agreement. The OWNER may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which the OWNER bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

(b) In the event this Agreement is terminated as provided in Subsection (a) of this Section, the OWNER may pursue the same remedies against the ENGINEER as it could pursue in the event of a breach of the Agreement by the ENGINEER. As a penalty, in addition to any other damages to which it may be entitled by law, the OWNER may pursue exemplary damages in an amount (as determined by the OWNER) which shall be not less than three nor more than ten times the costs the ENGINEER incurs in providing any such gratuities to any such officer or employee.

18. Covenant Against Contingent Fees

The ENGINEER represents that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the ENGINEER for the purpose of securing business. For breach or violation of this assurance the OWNER shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

19. Cost and Pricing Data on Federally-funded Projects (delete section if not applicable)

The ENGINEER and its subcontractor(s) confirm that cost and pricing data submitted for

evaluation with respect to negotiation of prices for negotiated agreements, lower tier subagreements, or amendments are based on current, accurate, and complete data supported by their books and records. If the OWNER, or Funding Agency determines that any price (including profit) negotiated in connection with this Agreement, any lower tier subagreement, or any amendment thereunder was increased by any significant sums because the data provided was incomplete, inaccurate, or not current at the time of submission, then such price or cost or profit shall be reduced accordingly; and this Agreement shall be modified in writing to reflect such action. Failure to agree on a reduction shall be subject to the Remedies clause of this Agreement.

20. Remedies

Unless otherwise provided in this Agreement, all claims, counter-claims, disputes, and other matters in question between the OWNER and the ENGINEER arising out of or relating to this Agreement or the breach of it will be decided by non-binding mediation or arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

21. Assurance Against Debarment

The ENGINEER confirms that it and its subcontractors have not been suspended or debarred by EPA, USDA, or the State of New Mexico.

SECTION B –ENGINEERING SERVICES

The ENGINEER shall furnish ENGINEERING SERVICES as follows in accordance with the GENERAL PROVISIONS of the Agreement and as authorized by the appropriate Attachment to this Agreement:

1. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment II – Engineering Services During the Planning Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.
2. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment III – Engineering Services During the Design Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.
3. ENGINEER shall complete the ENGINEER SERVICES described in Attachment IV – Engineering Services During the Construction Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to by both parties.
4. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment V – Engineering Services During the Operation Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.

SECTION C – SPECIAL PROVISIONS OR MODIFICATIONS TO THE STANDARD LANGUAGE IN THIS AGREEMENT

(Mark those that apply or describe, attach or indicate “None”)

None

For Planning Grant Funds from NMFA Insert the note: For Preliminary Engineering Reports or other documents paid for using NMFA Planning Grant Funds, the community can only submit one reimbursement request. This request for payment must be based on a final invoice and can only occur after the document is approved by the pertinent reviewing agency. Interim payments to the engineer will be at the discretion of the community as agreed upon in this contract.

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

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

MODEL CONTRACT CLAUSE FOR ENGINEERING AGREEMENTS used for Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF) projects.

1. PRIVITY OF CONTRACT

This contract is expected to be funded in part with funds from the U.S. Environmental Protection Agency. Neither the United States nor any of its departments, agencies or employees is, or will be, a party to this contract or any lower tier contract. This contract is subject to the applicable EPA procurement regulations in effect on the date of the assistance award for this project.

2. CHANGES

1. The OWNER may at any time, by written order make changes within the general scope of this contract in the services to be performed. If such changes cause an increase or decrease in the ENGINEER’S cost or time required to perform any services under this contract, whether or

not changed by any order, the OWNER shall make an equitable adjustment and modify this contract in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within 30 days from the date it receives the OWNER'S notification of change, unless the OWNER grants additional time before the date of final payment.

2. No claim by the ENGINEER for an equitable adjustment shall be allowed if made after final payment under this contract.

3. No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the OWNER.

3. TERMINATION

a. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

b. This contract may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given: 1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and; 2) an opportunity for consultation with the terminating party prior to termination.

c. If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this contract shall be made, but: 1) no amount shall be allowed for anticipated profit on unperformed services or other work; and 2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER'S default. If the ENGINEER effects termination for default, or if the OWNER effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.

d. Upon receipt of a termination action under paragraphs (a) or (b) above, the Engineer shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the Owner all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Engineer in performing this contract, whether completed or in process.

e. Upon termination under paragraphs (a) or (b) above, the Owner may take over the work and may award another party a contract to complete the work under this contract.

f. If, after termination for failure of the Engineer to fulfill contractual obligations, it is determined that the Engineer had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the Owner. In such event, adjustment of the sub-agreement price shall be made as provided in paragraph (c) of this clause.

4. REMEDIES

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the OWNER and the ENGINEER arising out of, or relating to, this contract or the breach of it will be decided, if the parties mutually agree, by arbitration, mediation, or other alternative dispute resolution mechanism; or in a court of competent jurisdiction within the State in which the OWNER is located.

5. AUDIT; ACCESS TO RECORDS

a. The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance on EPA funded work under this contract in accordance with generally accepted accounting principles and practices consistently applied, and the applicable EPA regulations in effect on the date of execution of this contract. The ENGINEER shall also maintain the financial information and data used in the preparation or support of any cost submission required under applicable regulations for negotiated contracts or change orders and a copy of the cost summary submitted to the OWNER. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, the OWNER, and [the State] or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. The ENGINEER will provide proper facilities for such access and inspection.

b. If this is a fixed price contract awarded through sealed bidding or otherwise on the basis of effective price competition, the ENGINEER agrees to make paragraphs (a) through (f) of this clause applicable to all negotiated change orders and contract amendments affecting the contract price. In the case of all other types of prime contracts, the ENGINEER agrees to make paragraphs (a) through (f) applicable to all contract awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (f) of this clause applicable to all change orders directly related to project performance.

c. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency(ies).

d. The ENGINEER agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a).

e. Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph (a) of this clause shall have access to records at any reasonable time for as long as the records are maintained.

f. This right of access clause applies to financial records pertaining to all contracts (except for fixed price contracts awarded through sealed bidding or otherwise on the basis of effective price competition) and all contract change orders regardless of the type of contract, and all contract amendments regardless of the type of contract. In addition, this right of access applies to all records pertaining to all contracts, contract change orders and contract amendments:

1. To the extent the records pertain directly to contract performance;
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or

3. If the sub-agreement is terminated for default or for convenience.

6. COVENANT AGAINST CONTINGENT FEES

The ENGINEER assures that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the ENGINEER for the purpose of securing business. For breach or violation of this assurance, the OWNER shall have the right to annul this agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

7. GRATUITIES

a. If the OWNER finds after a notice and hearing that the ENGINEER or any of the ENGINEER'S agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the OWNER, the State or EPA in an attempt to secure a contract or favorable treatment in awarding, amending or making any determinations related to the performance of this contract, the OWNER may, by written notice to the ENGINEER, terminate this contract. The OWNER may also pursue other rights and remedies that the law or this contract provides.

b. In the event this contract is terminated as provided in paragraph (a), the OWNER may pursue the same remedies against the ENGINEER as it could pursue in the event of a breach of the contract by the ENGINEER, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by the Owner) which shall be not less than three nor more than ten times the costs the ENGINEER incurs in providing any such gratuities to any such officer or employee.

8. FINAL PAYMENT

Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract or as a termination settlement under this contract the ENGINEER shall execute and deliver to the OWNER a release of all claims against the OWNER arising under, or by virtue of, this contract, except claims which are specifically exempted by the ENGINEER to be set forth therein. Unless otherwise provided in this contract, by State law or otherwise expressly agreed to by the parties to this contract, final payment under this contract or settlement upon termination of this contract shall not constitute a waiver of the OWNER'S claims against the ENGINEER under this contract.

9. 40 CFR Part 33


The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in termination of this contract or other legal available remedies.

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

The parties further certify by their signatures below that no modifications have been made to the standard language of this Agreement, other than those detailed in Section C.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: _____ Date: _____
OWNER
Type Name James Melton
Title President

By:  Date: February 12, 2021
ENGINEER
Type Name Craig W. Hoover, PE
Title Senior Vice President
Address 7500 Jefferson Street NE
Albuquerque, NM 87109

REVIEWED AND APPROVED: FUNDING AGENCY

AGENCY NAME: _____

By _____

Type Name _____

Date _____

ATTACHMENT I – Insurance

The ENGINEER agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability and automobile insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER, or by the ENGINEER's employees, for the ENGINEER's functions and services required under this Agreement. Such insurance shall be in an amount not less than \$1,000,000 for injury to any one person and \$1,000,000 on account of any one accident and in the amount of not less than \$1,000,000 for property damage. The ENGINEER further agrees to procure and maintain professional liability (errors and omissions) insurance in an amount not less than \$2,000,000 per claim and in the aggregate. Prior to commencement of any work, the ENGINEER shall furnish to the OWNER a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least ten (10) calendar days prior written notice shall have been given to the OWNER. ENGINEER shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement.

ATTACHMENT II – Engineering Services During the Planning Phase

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the ____ day of ____, 2021 (effective date) by and between the Doña Ana MDWCA, the OWNER, and Bohannon Huston Inc., the ENGINEER, the OWNER and ENGINEER agree this ____ day of ____, 2021 (authorization to proceed date) that ENGINEER shall furnish ENGINEERING SERVICES During the Planning Phase in accordance with the GENERAL PROVISIONS of the Agreement and OWNER shall compensate the ENGINEER for services described as set forth below:

A. Perform or provide the following tasks and/or deliverables:

I. PLANNING PHASE SERVICES

TASK 1: OBTAIN AND REVIEW BACKGROUND INFORMATION

Obtain Picacho Hills Drainage Management Plan (DMP), Doña Ana MDWCA sanitary sewer system information (it is assumed as-built records will be available), and current Doña Ana County mapping (2018 imagery and LiDAR). Review information. Create a project base map showing existing and proposed drainage improvements (per the Picacho Hills DMP) and existing sanitary sewer collection system. Identify potential areas of conflict such as sanitary sewer pipe arroyo crossings and reaches of sanitary sewer pipeline that parallel unimproved arroyo reaches. Create a project issues map and review with Doña Ana MDWCA. Conduct a site investigation to review areas of past damage and review potential areas of conflict in the field, including spatially located photo documentation and field notes. Coordinate with Doña Ana MDWCA to obtain critical sewer line invert elevations.

TASK 2: ASSESS CURRENT HYDROLOGIC CONDITIONS

Determine which, if any, of the recommended improvements from the Picacho Hills DMP have been completed that are germane to the identified potential conflict locations. Modify the fully developed conditions HEC-HMS model from the DMP to reflect constructed improvements. Update model rainfall to reflect current NOAA rainfall values. Determine fully developed conditions 100-year flow rates at potential conflict locations. It is assumed that drainage patterns and developed condition basin characteristics are the same as determined by the DMP and modifications to the hydrologic model beyond those described herein are will not be required. Existing ponding areas that have not been designed and constructed per an approved plan will not be included in the model. For example, the Barcelona Ridge Road embankment creates a ponding area upstream (on the south side) of the road and east of Anthem Road. However, the pond proposed in the DMP has not been constructed and this ponding area incidental to the roadway section likely provides minimal attenuation and will not be included in hydrologic modeling.

TASK 3: ASSESS POTENTIAL CONFLICT LOCATIONS

Evaluate potential conflict locations between Doña Ana MDWCA sanitary sewer infrastructure and arroyos, including parallel reaches and arroyo crossings. Based on a desktop review and information provided by Doña Ana MDWCA the assessment areas are shown (cyan polygons) on the attached Figure1 Planning Area. If additional locations are determined during the course of this project, a contract modification will be needed to include additional locations.

1. Parallel Reaches: Evaluate potential for scour along the arroyo bank and bed degradation that could expose and damage the sanitary sewer line.
2. Crossings: Evaluate potential scour to determine potential for damage to existing sanitary sewer crossings.

TASK 4: DEVELOP SCOUR COUNTERMEASURE RECOMMENDATIONS

For each conflict location, develop conceptual level design recommendations to protect the sanitary sewer lines. The objective of this task is to develop simple cost-effective measures to protect the sanitary sewer lines. Conceptual level engineer's opinion of probable construction costs (EPOCC) will be developed for each location.

TASK 5: TECHNICAL MEMORANDUM

We will prepare a Technical Memorandum documenting past damage that has occurred to the sanitary sewer collection system, the hydrologic analysis, and recommended scour countermeasures to protect the system. The memo will also include EOPCC and estimates of engineering design and construction phase services fees to allow Doña Ana MDWCA to budget improvements and/or seek funding. The memo will include an estimated timeline to complete design and construction. A draft memo will be provided to Doña Ana MWDCA for review. We will address comments and publish a final memo.

Assumptions and Exclusions:

1. Doña Ana MDWCA will provide all available information on the existing sanitary sewer system including as-built sanitary sewer drawings that provide sewer line locations and elevations.
2. Survey or potholing of the existing sewer lines is not included.
3. Design of scour countermeasures is not included.

B. Cost Proposal – Include hourly breakdown for each task

<u>Task 1 - Obtain and Review Background Information (LS)</u>	<u>\$8,238.96</u>
<u>Task 2 - Assess Current Hydrologic Conditions (LS)</u>	<u>\$4,510.00</u>
<u>Task 3 - Assess Potential Conflict Locations (LS)</u>	<u>\$7,520.00</u>
<u>Task 4 - Develop Scour Countermeasure Recommendations (LS)</u>	<u>\$15,251.00</u>
<u>Task 5 - Technical Memorandum (LS)</u>	<u>\$10,617.00</u>
<u>TOTAL PLANNING SERVICES FEE (Exclusive of NMGRT)</u>	<u>\$46,136.96</u>

C. Reimbursable Expense Schedule

D. Contract Time shall be 75 calendar days from the date of the OWNERS signature on Attachment II. Planning phase services shall be completed and accepted by the OWNER by _____ (DATE). If planning phase services have not been completed and accepted by _____ the ENGINEER shall pay the OWNER liquidated damages as outlined in the Agreement.

2. Compensation for ENGINEERING SERVICES During the Planning Phase shall be by the

LUMP SUM method of payment. The total amount of compensation for ENGINEERING SERVICES During the Planning Phase, as described, including reimbursable expenses shall not exceed \$46,136.96, excluding gross receipt tax.


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

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

4. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: _____ Date: _____
OWNER
Type Name James Melton
Title President

By:  _____ Date: February 12, 2021
ENGINEER
Type Name Craig W. Hoover, PE
Title Senior Vice President
Address 7500 Jefferson Street NE
Albuquerque, NM 87109


REVIEWED AND APPROVED: FUNDING AGENCY


AGENCY NAME: _____

By _____

Type Name _____

Date _____

DONA ANA MDWCA - PICACHO HILLS		EXHIBIT B					Bohannon  Huston				
Proposal Fee and Manhour Estimate							Engineering				
February 12, 2021							Spatial Data				
							Advanced Technologies				
		PIC Craig	Vince Rifka	QC Stu	TBD						
		E7	E5	E6	E1	ET5	AAS	Total Hours	Fixed Costs	Task Cost	
	Fee Schedules Rates:	\$ 240.00	\$ 180.00	\$ 215.00	\$ 100.00	\$ 102.00	\$ 95.00				
1	Obtain and review background information										
	Project kickoff meeting and schedule	1	2	1	1	1	1	7	0	\$ 1,112.00	
	Create project base map and issues map		2			8		10		\$ 1,176.00	
	Conduct site investigation		12					12	\$ 335.96	\$ 2,495.96	
	Coordinate with MDWCA regarding critical sewer elevations		12					12	-	\$ 2,160.00	
	Project Management and Oversight	2	4				1	7		\$ 1,295.00	
	Subtotal	3	32	1	1	9	2	48	\$ 335.96	\$ 8,238.96	
2	Assess Current Hydrologic Conditions										
	Identify germane improvements from the Picacho Hills DMP that have been constructed		1			2		3		\$ 380.00	
	Modify DMP fully developed conditions HMS model to update rainfall and use of current version of HMS and incorporation of only constructed DMP improvements		2	5	20			27		\$ 3,435.00	
	Project Management and Oversight	1	2				1	4		\$ 695.00	
	Subtotal	1	5	5	22	0	1	34	\$ -	\$ 4,510.00	
3	Assess Potential Conflict Locations										
	<i>Parallel Reaches (3)</i>	1	4	9	24			38		\$ 5,295.00	
	<i>Crossings (1)</i>		1	3	8			12		\$ 1,625.00	
	Project Management and Oversight	1	2					3		\$ 600.00	
	Subtotal	2	7	12	32	0	0	53	\$ -	\$ 7,520.00	
4	Develop scour countermeasure recommendations										
	<i>Parallel Reaches (3)</i>	1	1	14	40	4		60		\$ 7,838.00	
	<i>Crossings (1)</i>		1	4	10	4		19		\$ 2,448.00	
	Develop cost estimates	1	3	6	16			26		\$ 3,670.00	
	Project Management and Oversight	2	4				1	7		\$ 1,295.00	
	Subtotal	4	9	24	66	8	1	112	\$ -	\$ 15,251.00	
5	Technical Memorandum										
	Prepare draft Technical Memo	1	4	8	24	8	4	49		\$ 6,276.00	
	Review memo with Dona Ana MDWCA	3	3				1	7		\$ 1,355.00	
	Address comments and publish final Technical Memo	0.5	1	2	8	3	1	15.5		\$ 1,931.00	
	Project Management and Oversight	1	4				1	6		\$ 1,055.00	

DONA ANA MDWCA - PICACHO HILLS		EXHIBIT B					Bohannon  Huston			
Proposal Fee and Manhour Estimate							Engineering			
February 12, 2021							Spatial Data			
							Advanced Technologies			
		PIC	Vince	QC						
		Craig	Rifka	Stu	TBD					
		E7	E5	E6	E1	ET5	AAS	Total	Fixed	Task
	Fee Schedules Rates:	\$ 240.00	\$ 180.00	\$ 215.00	\$ 100.00	\$ 102.00	\$ 95.00	Hours	Costs	Cost
	Subtotal	5.5	12	10	32	11	7	77.5	\$ -	\$ 10,617.00
	TOTAL	15.5	65.0	52.0	153.0	28.0	11.0	324.5	\$ 335.96	\$ 46,136.96

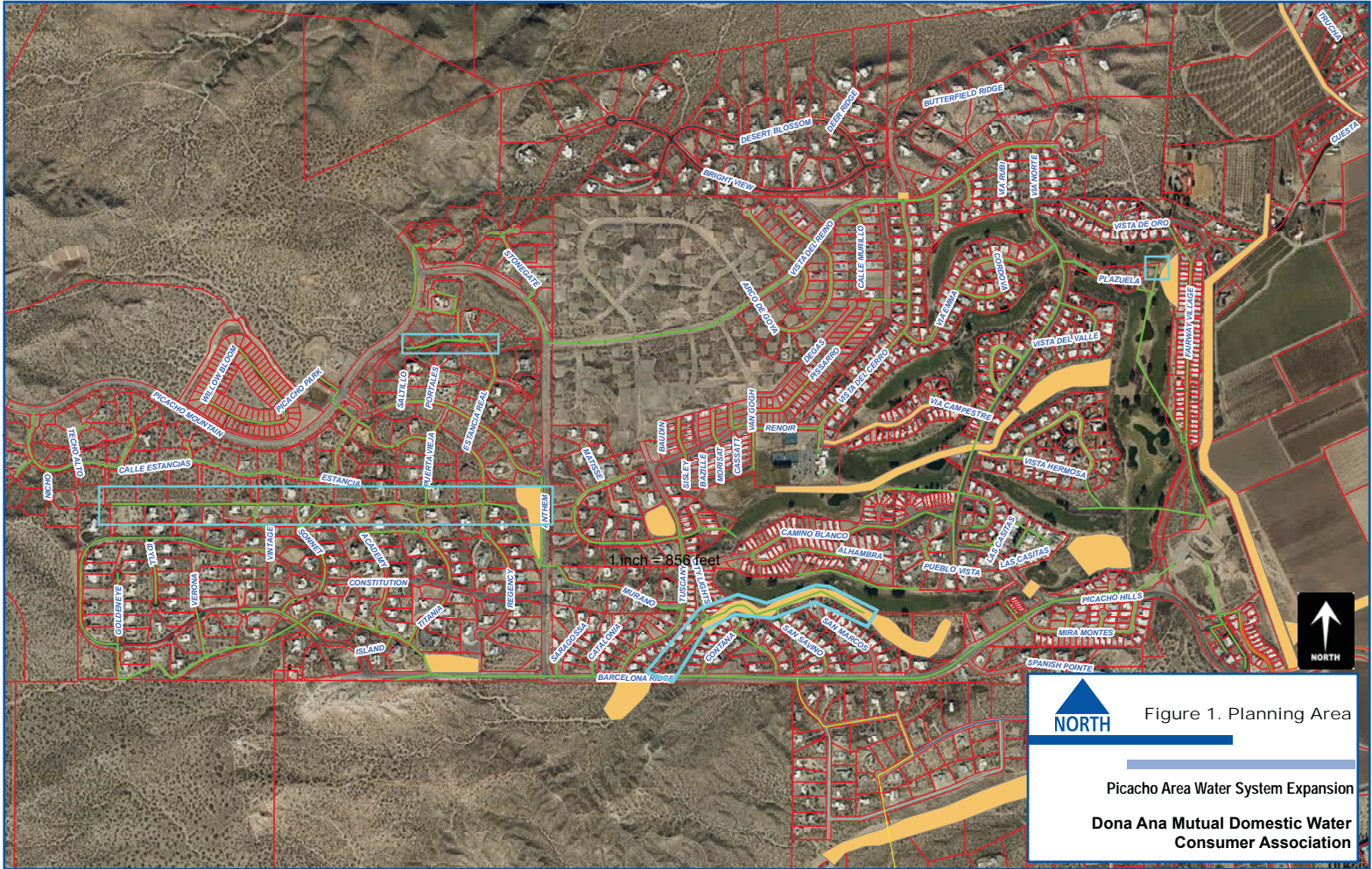


Figure 1. Planning Area

Picacho Area Water System Expansion

Dona Ana Mutual Domestic Water Consumer Association



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

RESOLUTION 2021 - 03

**AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED
APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO
THE NEW MEXICO FINANCE AUTHORITY FOR THE
COLONIAS INFRASTRUCTURE FUND**

WHEREAS, the Doña Ana Mutual Domestic Water Consumers Association whose Dona Ana Village System Project (“Project”); and

WHEREAS, the Doña Ana Mutual Domestic Water Consumers Association may apply for financial assistance from the New Mexico Colonias Infrastructure Board to fund this Wastewater Infrastructure; and

WHEREAS, the Doña Ana Mutual Domestic Water Consumers Association is eligible to apply for funding from the New Mexico Colonias Infrastructure Board.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE, Doña Ana Mutual Domestic Water Consumers Association, located in New Mexico, who is filing an application with the New Mexico Colonias Infrastructure Board for funding in the 2020 Colonias Infrastructure Fund funding cycle is hereby authorized. The project falls under Wastewater Infrastructure and proposes to continue to rehabilitate a liftstation, forcemain, manholes and related engineering services. The financial assistance requested is in the amount of \$2,944,340.

BE IT FURTHER RESOLVED, that the Executive Director is hereby designated as the Doña Ana Mutual Domestic Water Consumers Association representative to act on behalf of this application.

PASSED, APPROVED AND ADOPTED by the Doña Ana Mutual Domestic Water Consumers Association’s Board of Directors, this 18th day of February, 2021.

(SEAL)

Jim Melton, President of the Board of Directors

Jamie Stull, Vice President of the Board of Directors

PROFESSIONAL SERVICES AGREEMENT
BETWEEN DONA ANA MUTUAL DOMESTIC
WATER CONSUMERS ASSOCIATION AND NEW MEXICO RURAL WATER
ASSOCIATION

1. This Professional Services Agreement is entered into between Dona Ana Mutual Domestic Water Consumers Association, hereafter "Dona Ana", a political subdivision of the State of New Mexico, P.O. Box 866, Dona Ana, New Mexico 88032, and New Mexico Rural Water Association, hereinafter "NMRWA", 8336 Washington Place NE, Albuquerque, NM 87113.
2. Purpose. NMRWA agrees to provide Dona Ana with professional services in regard to Dona Ana's operation and maintenance of the wastewater system near Las Cruces, New Mexico.
3. Contractor Warranties. _warrants that they have staff with the qualifications, experience and ability to operate, supervise and maintain existing wastewater systems and as the systems are rehabilitated and improved by Dona Ana. These systems currently consist of a wastewater collection system serving over 800 customers with treatment at an activated sludge wastewater treatment plant, including holding ponds and an effluent disposal/transfer pipeline system.
4. Contractor's Specific Duties. The primary duty of NMRWA is to assist Dona Ana and its personnel in operating and maintaining the Dona Ana wastewater system. The specific duty of NMRWA is to teach Dona Ana personnel to operate the wastewater system and assist them in doing so. Particularly, NMRWA is to train Dona Ana personnel in specifics as to wastewater collection, treatment, discharge system and process controls. NMRWA will commit their services in performing these tasks as necessary to adequately provide Dona Ana personnel with sufficient knowledge and experience to properly operate the wastewater system. NMRWA will commit 40+ hours per week as needed at the Dona Ana system.
5. Services Commitment. NMRWA shall insure that they devote all of the knowledge, time, skill and attention that are necessary in order to provide the services required under this Agreement. NMRWA will coordinate their work under this Agreement with Dona Ana's Executive Director, Jennifer Horton.
6. Independent Contractor. NMRWA is an independent contractor. NMRWA nor any of their employees shall be considered an employee of Dona Ana.
7. Contractor Qualifications. NMRWA shall insure that at all times during the term of this Agreement that the staff member shall have and maintain a minimum Level 4 Wastewater Operator certification by the State of New Mexico.
8. Term; Effective Date; Contingency. The effective date of this Agreement will be the day following the last signature. From the effective date, which will be confirmed by

correspondence between Dona Ana and NMRWA, the term of this Agreement will be month to month.

9. Cancellation; Termination. This Agreement can be cancelled by either party with a 30 day written notification.
10. Compensation. Dona Ana shall pay NMRWA \$6,925 per month. NMRWA shall be responsible for payment of all wages to their staff, travel related expenditures (per diem, lodging, mileage, etc.) and equipment used during their staffs visit. No overtime or extra pay shall be charged to or paid by Dona Ana. NMRWA shall not be entitled to any other benefits from Dona Ana. In the event that only a partial month's service is provided, Dona Ana will prorate the compensation. Regular monthly payments will be made by Dona Ana by the 15th of the month following the month the services were provided by NMRWA.
- I I. Records, Files and Equipment. NMRWA shall be entitled to reasonable use of Dona Ana's physical plant, equipment, records and files and other personal property as authorized by Dona Ana and as necessary to perform NMRWA duties under this Agreement. NMRWA shall maintain records as required by Dona Ana regarding the use of such property. All equipment and property (including locks and keys) shall be properly safeguarded by NMRWA and returned upon cancellation or termination of this Agreement.
12. Operation and Maintenance Costs. All operations and maintenance costs including but not limited to: wastewater sample analysis, sludge removal and disposal will be paid by Dona Ana.
13. Confidentiality. All records, information and operations of Dona Ana, including the services performed by NMRWA, are confidential business operations and trade secrets of Dona Ana and shall not be disclosed by NMRWA to anyone else, other than proper governmental regulatory authorities, without specific, advance written consent of Dona Ana. Any records and information gathered or obtained by NMRWA as a result of its services under this Agreement shall be returned or provided to Dona Ana immediately upon cancellation or termination of this Agreement.
14. Liability; Indemnity; Insurance. NMRWA shall be liable for any damages which are caused by their actions under this Agreement if damages are the result of NMRWA negligence, incompetence or carelessness. NMRWA shall not be responsible for any loss, damages, claims or fines that are a result of equipment malfunction, accidents or Acts of God, including but not limited to: sewer line stoppages, sewer system overflows and wastewater treatment process failures, unless these are caused by NMRWA negligence, incompetence or carelessness. This requirement shall survive the term of this Agreement if such claim, etc., is made after its cancellation or termination but arises from events which occurred during its term. NMRWA shall maintain automobile/truck insurance on any vehicle used in conjunction with services provided under this agreement. If obtainable, NMRWA shall maintain third-party liability insurance (like commercial general liability policy coverage) at all times during this Agreement. NMRWA shall indemnify and hold harmless Dona Ana from any claims, lawsuits, administrative proceedings, fines, penalties or other matters

which are caused by the negligence, intentional acts, or other actions, or inaction, of NMRWA during the term of this Agreement. This requirement shall survive the term of this Agreement if such claim, etc., is made after its cancellation or termination but arises from events which occurred during its term. NMRWA shall not be responsible for any loss, damage or claim caused by actions or negligence of Dona Ana or its employees, but only as to that portion so caused.

15. Enforcement; Attorney Fees; Costs. In the event of litigation regarding or under this Agreement, the prevailing party is entitled to recover its reasonable attorney fees and costs.
16. Assignment. This Agreement and the services under it cannot be assigned or subcontracted by NMRWA.
17. Entire Agreement. This Agreement is the entire agreement between the parties with respect to these matters. It supersedes and replaces any prior discussions or agreements, whether written or verbal. It cannot be modified except in writing, signed by both parties.
18. Governing Law; Venue. This Agreement shall be governed by the laws of the State of New Mexico. If any legal action is brought under or as a result of this Agreement, venue is proper only in a court located in Dona Ana County, New Mexico. .
19. Assistance of Counsel. Each party acknowledges that this Agreement is made voluntarily, without duress of any kind, after having had the opportunity to obtain the advice of independent counsel of each party's free choice. Neither party shall be deemed as the author or drafter of this agreement.

CONTRACTOR: NEW MEXICO RURAL WATER ASSOCIATION

Bill Conner, Executive Director

Date: _____

DONA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION

James F. Melton, Board President

Date: _____