



Agenda

For Presentation at the
2,204th Regular Meeting of the Board of Directors of the
Middle Rio Grande Conservancy District

October 9, 2023 – 3:00 p.m.

Zoom Meeting Link:

<https://zoom.us/j/2765069278?pwd=V2d0SWppTkxGTTFMb0g5RFhmeERjZz09>

Meeting ID: 276 506 9278 and Passcode: 504470



MRGCD General Office * 1931 Second Street SW * Albuquerque, New Mexico
Meetings are held on second Mondays/month. Any questions please call the Board Liaison at (505) 247-0234.
For more information, visit our website at www.mrgcd.com

All items on Agenda are Subject to Action and times shown are approximate and are subject to change.

- 3:00 1. **Pledge of Allegiance**
- 3:01 2. **Approval of the Agenda**
- 3:03 3. **Consent Agenda**
 - a. Consideration/Approval of Payment Ratification – October 9, 2023
 - b. Consideration/Approval of September 2023 Invoice for Wiggins, Williams & Wiggins
 - c. Consideration/Approval of September 2023 Invoice for Law and Resource Planning Assoc.
 - d. Consideration/Approval of the Minutes for the Regular Board Meeting – September 11, 2023
 - e. Consideration/Approval for Purchasing a 1-ton Pickup Truck – Richard DeLoia, CPO
 - f. Memo on MRGCD Approved Licenses for September 2023 (For Informational Purposes Only)
- 3:05 4. **Recognition of Retiring Members for their Dedicated Service on the MRGCD Board of Directors**
- 3:15 5. **Reorganization of the Board** – Lorna Wiggins, MRGCD General Counsel
- 3:25 6. **2023-24 Board Committee Assignments** – New Chairperson
- 3:40 7. **Updates on the 2023 Irrigation Season**
 - a. Report on the Water Supply Conditions – Anne Marken, Water Ops Division Manager
 - b. Status Report on Water Distribution – Matt Martinez, Water Distribution Division Manager
- 4:00 8. **Items from the Floor (Comments are limited to six (6) minutes)**
- 4:15 9. **Report(s) from the Human Resources Department** – Christine L. Nardi, MBA
 - a. Introduction of MRGCD New Hires
- 4:20 10. **Report(s) from the Secretary-Treasurer/CFO – Pamela Fanelli, CMA, CGFM**
 - a. Consideration/Approval for Resolution #BA-10-09-23-92 for Budget Adjustment for the Highway 147 Project
 - b. Consideration/Approval for Resolution #M-10-09-23-203 for the Equipment Loan Application to NMFA
 - c. Consideration/Approval for Resolution #M-10-09-23-202 Authorizing the Execution and Delivery of the Corrales Water Trust Board Grant/Loan
 - d. Consideration/Approval of the First Quarter Financial Statements and Finance committee report – Pam Fanelli, CFO and the Report on the Finance Committee Meeting, October 6, 2023 – Directors Kelly, Dunning and Barbara Baca
- 4:40 11. **Report(s) from the Procurement Officer** – Richard DeLoia, CPO
 - a. Consideration/Approval of the Peralta Pedestrian Bridge Installation
 - b. Consideration/Approval of NM 147 / Isleta Drain Emergency Culvert Replacement
 - c. Consideration/Approval of Feeder No. 3 Pump Station Planning and Conceptual Design
- 4:50 12. **Report(s) from the Chief Operating Officer** – Eric Zamora, PE

- a. MRGCD Division Manager Updates – Derek Jarner, Albuquerque Division Manager
- b. Report on the Homelessness Initiative

5:00 13. **Report(s) from the Chief Engineer/CEO – Jason M. Casuga, PE**

- a. Report on the Centennial Luncheon, September 28, 2023 – Jason M. Casuga, CE/CEO, Chair Russo Baca, Vice Chair Dunning, and Directors Kelly, Joaquin Baca, Duggins and Barbara Baca
- b. Report on the Abiquiu Storage Environmental Compliance Meeting, September 25, 2023 – Jason M. Casuga, CE/CEO and Casey Ish, Conservation Program Supervisor
- c. Report on the Water & Natural Resources NM Legislative Committee Meeting, October 3, 2023 – Jason M. Casuga, CE/CEO
- d. Report on the Inaugural Meeting Coalition of Rio Grande Water Users, October 3-5, 2023 – Jason M. Casuga, CE/CEO, Chair Russo Baca, Vice Chair Dunning and Director Sandoval
- e. Report on the Nm Watershed & Dam Owners Coalition Conference, October 4-6, 2023 – Alicia Lopez, Engineering & Mapping Manager
- f. Update on the Six Middle Rio Grande Pueblo Coalition Meeting, October 6, 2023 – Jason M. Casuga, CE/CEO
- g. Upcoming Events
 - 1. RGALT 2023 Annual Fundraiser Harvest Dinner, Gutierrez Hubbell House | October 14, 2023
 - 2. Latinos Farmers & Ranchers International El Congreso 2023, Isleta Resort & Casino | October 26-28, 2023
 - 3. Annual Tribal Water Law Conference, Hilton Historic Plaza | November 6-7, 2023
 - 4. 2023 CRWUA Conference, Paris Las Vegas Hotel | December 13-15, 2023

6:00 14. **Report(s) from the MRGCD Attorney(s) – Chief Water Counsel or General Counsel**

6:05 15. **Report(s) from the Board**

- a. Report on the Belen River Park Discussion, September 12, 2023 – Chair Russo Baca
- b. Report on the Valencia County Soil and Water Conservation District Desert Willow & Pollinator Festival, September 16, 2023 – Chair Russo Baca
- c. Report on the NM Water Law Conference, September 18-19, 2023 – Chair Russo Baca and Directors Joaquin Baca and Sandoval
- d. Report on the Conservation Advisory Committee Meeting, September 21, 2023 – Chair Russo Baca
- e. Report on the Corrales Bosque Advisory Commission, Ravenna Seed Head Elimination Project, September 23, 2023 – Chair Russo Baca
- f. Report on the NM Ag Water Use Geospatial Database & Funding Opportunities Meeting, September 25, 2023 – Chair Russo Baca
- g. Report on the Great NM Chile Taste-Off, October 7, 2023 – Chair Russo Baca

6:20 16. **Executive Session**

- a. NMSA 1978 Open Meetings Act, Section 10-15-1(H)2
 - 1. Limited Personnel Matters
- b. NMSA 1978 Open Meetings Act, Section 10-15-1(H)7
 - 1. Threatened or Pending Litigation

THE PUBLISHING OF THIS AGENDA DOES NOT PRECLUDE THE CONSIDERATION OF OTHER MATTERS.

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Board Liaison at (505) 247-0234 at least one (1) week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes can be provided in various formats.

MIDDLE RIO GRANDE CONSERVANCY DISTRICT
OCTOBER 09, 2023
Checks for the Period September 1, 2023 through September 30, 2023

Check Number	Vendor Name	Check Amount	Description	Location
EFT	NEW MEXICO TAXATION & REVENUE DEPARTMENT	21,308.58	AUGUST 2023 WITHHOLDING TAX	
EFT	PAYROLL	308,540.67	PAY PERIOD 18	
EFT	PERA	106,857.05	PAY PERIOD 18	
EFT	IRS	41,237.56	PAY PERIOD 18	
EFT	VOYA DEFERRED COMP	8,341.00	PAY PERIOD 18	
EFT	PAYROLL	306,768.80	PAY PERIOD 19	
EFT	PERA	107,107.23	PAY PERIOD 19	
EFT	IRS	41,056.26	PAY PERIOD 19	
EFT	VOYA DEFERRED COMP	8,459.00	PAY PERIOD 19	
	TOTAL PAYROLL	949,676.15		
148704 - 148741		09.25.23 CHECKS VOIDED DUE TO SYSTEM ERROR/PRINTER		
148489	ACTION HOSE INC.	75.80	HOSE UNIT 47018	ALBUQUERQUE DIVISION
		352.28	HOSES UNITS 37011 & 34603	COCHITI DIVISION
148490	ALBUQUERQUE SUPPLY	1,203.30	EPOXY SEALANT	INVENTORY
		21.75	ICE MELT FOR DIVISIONS	ALBUQUERQUE DIVISION
		21.75	ICE MELT FOR DIVISIONS	BELEN DIVISION
		21.75	ICE MELT FOR DIVISIONS	COCHITI DIVISION
		21.75	ICE MELT FOR DIVISIONS	EQUIPMENT REPAIR & TRAN
		21.75	ICE MELT FOR DIVISIONS	GENERAL OFFICE
		21.75	ICE MELT FOR DIVISIONS	SOCORRO DIVISION
		481.50	WATER JUGS	INVENTORY
148491	ARMIJO ANDREW	316.80	80% ADVANCE ROSWELL, NM SEP.10-16,2023	SOCORRO DIVISION
148492	AUTOZONE, INC	50.98	A/C LINE UNIT 54011	BELEN DIVISION
148493	BOOT BARN	144.49	FY24- BOOT VOUCHER	WATER DISTRIBUTION DIV
148494	BRUCKNER TRUCK SALES	81.68	TIE ROD END UNIT 44416	ALBUQUERQUE DIVISION
148495	CITY OF BELEN	1,331.31	25 GENERAL E BACA AUG23	BELEN DIVISION
148496	CRAIG INDEPENDENT	117.42	TIRE REPAIR UNIT#54420	BELEN DIVISION
148497	DELTA DENTAL	11,150.39	SEPT23 - DELTA DENTAL FY2024	NON DIVISION
148498	FLEETPRIDE	63.65	AIR SET & HOLDERS UNIT 7482	EQUIPMENT REPAIR & TRAN
		104.01	BRAKE CHAMBER UNIT 54204	EQUIPMENT REPAIR & TRAN
148499	FORESTRY SUPPLIES	443.58	SAFETY WADERS	INVENTORY
148500	GENUINE NAPA	166.34	FIELD SUPPLIES	WATER OPS & CONS
		154.79	HYDRAULIC REPAIRS UNIT 57023	BELEN DIVISION
		24.81	LANGMANN GATE REPAIR	WATER OPS & CONS
		56.68	MISC PARTS UNIT 54423	BELEN DIVISION
		34.98	MISC PARTS UNIT 53416	BELEN DIVISION
		135.74	MISC PARTS UNIT 53452	BELEN DIVISION
		136.79	MISC PARTS UNIT 53456	BELEN DIVISION
		360.53	MISC PARTS UNIT 53458	BELEN DIVISION
		164.99	MISC PARTS UNIT 53466	BELEN DIVISION
		164.99	MISC PARTS UNIT 53469	BELEN DIVISION
		201.68	MISC PARTS UNIT 53612	BELEN DIVISION
		81.44	MISC PARTS UNIT 54415, 53452,53458 & 53465	BELEN DIVISION
		530.06	MISC PARTS UNIT 54422	BELEN DIVISION
		239.02	MISC PARTS UNIT 57026	BELEN DIVISION
		175.29	MISC PARTS.	BELEN DIVISION
		49.96	MISC SUPPLIES	BELEN DIVISION
		104.49	PARTS AND REPAIRS UNIT 1595.20	BELEN DIVISION
		102.56	PARTS AND REPAIRS UNIT 53440	BELEN DIVISION
		6.56	PARTS AND REPAIRS UNIT 54205	BELEN DIVISION
		8.99	SHOP SUPPLIES	BELEN DIVISION
148501	GOVERNMENT PORTFOLIO	950.44	JUL23- INVESTMENT ADVISOR FEES	NON DIVISION
148502	GRAINGER	21.75	SWITCH UNIT 54205	BELEN DIVISION

Check Number	Vendor Name	Check Amount	Description	Location
148503	HM LIFE INSURANCE	1,375.24	SEPT23 - DAVIS VISION FY2024	NON DIVISION
148504	HONNEN EQUIPMENT CO	891.84	BLOWER FAN UNIT 67405	SOCORRO DIVISION
148505	JIFFY LUBE	25.83	EMISSIONS TEST UNIT 13422	EXEC TEAM
148506	LEVEL 3 FINANCING IN	1,414.39	INTERNET ACCT 91761706 SEPT23	COCHITI DIVISION
148507	MCT INDUSTRIES, INC.	229.32	VALVE UNIT 54415	BELEN DIVISION
148508	MELLOY FORD LOS LUNA	61.74	COVER UNIT 53465	BELEN DIVISION
148509	MARGCD PETTY CASH L.P	28.85	AUG23- TRACTOR SUPPLY- PETTY CASH REIMBURSEMENT	COCHITI DIVISION
148510	NAPA AUTO PARTS	17.74	FILTER UNIT 23609	ALBUQUERQUE DIVISION
		27.96	MISC SUPPLIES	EQUIPMENT REPAIR & TRAN
		366.43	MISC. PARTS	BELEN DIVISION
		33.52	MISC. PARTS UNIT 23419	WATER OPS & CONS
		15.55	MISC. PARTS UNIT 44416	ALBUQUERQUE DIVISION
		28.02	MISC. PARTS UNIT 47403	ALBUQUERQUE DIVISION
		234.40	MISC. PARTS UNIT 54011	BELEN DIVISION
		19.06	MISC. PARTS UNIT 54204	ALBUQUERQUE DIVISION
		9.55	MISC. PARTS UNIT 54204	EQUIPMENT REPAIR & TRAN
		191.95	MISC. PARTS UNIT 73612	EQUIPMENT REPAIR & TRAN
		58.18	MISC. SUPPLIES	EQUIPMENT REPAIR & TRAN
148511	NM TECH	1,527.28	07/01/23- 7/16/23 - ASR FEASIBILITY STUDY	GRANTS FUND GO
148512	NUTRIEN AG SOLUTIONS	26,542.00	ROUND UP HERBICIDE	INVENTORY
148513	OCCUPATIONAL HEALTH	229.25	PRE EMPLOYMENT SCREEN & DOT RECERT	BELEN DIVISION
		103.32	PRE EMPLOYMENT SCREEN & DOT RECERT	COCHITI DIVISION
148514	POWER EQUIPMENT	181.32	WEATHERSTRIP UNIT 57306	BELEN DIVISION
148515	PURCELL TIRE COMPANY	171.23	TIRE REPAIR UNIT 47311	ALBUQUERQUE DIVISION
148516	RELEVANT INDUSTRIAL	238.24	COUPLERS UNIT 8992.17	BELEN DIVISION
148517	ROBERTS TRUCK CENTER	109.02	SWITCH UNIT 44601	ALBUQUERQUE DIVISION
148518	SOCORRO COUNTY CLERK	25.00	RELEASE OF LIEN	ACCOUNTING
148519	TAS SECURITY SYSTEMS	37.61	CUST# 23247- BELEN - SEPT23	BELEN DIVISION
148520	U.S. DISTRIBUTING	728.55	FILTERS & FLUID	INVENTORY
148521	UNIFIRST CORP	63.75	FY24- UNIFORM RENTAL	SOCORRO DIVISION
148522	VALENCIA COUNTY CLERK	25.00	RELEASE OF LIEN	ACCOUNTING
148523	WIPER SUPPLY INC	1,343.02	BATHROOM SUPPLIES	INVENTORY
148524	4 RIVERS EQUIPMENT	385.47	ISOLATOR/DOOR SEAL UNIT 47403	ALBUQUERQUE DIVISION
		503.18	WINDOWPANE & SEAL UNIT 47403	ALBUQUERQUE DIVISION
148525	ALBUQUERQUE SUPPLY	699.00	PITCH FORKS	INVENTORY
148526	BANK OF AMERICA	280.00	FY24- GOVERNMENT FINANCE OFFICERS RENEWAL	EXEC TEAM
		391.92	MOTEL SJPCPA ANNUAL FIELDTRIP- AUG23	WATER OPS & CONS
		695.00	REGISTRATION NM WATER LAW CONF. RHETT SPENCER	LICENSING & LAND SALES
		38.83	SEPT23 - INTERMEDIA MONTHLY	INFORMATION SYS
148527	BOOT BARN	150.00	FY24- ACOSTA LARRY- BOOT VOUCHER	WATER DISTRIBUTION DIV
148528	BOYD-SHUCK NAPA	36.26	BELT REPAIR-UNIT# 64413	SOCORRO DIVISION
		5.22	MISC SUPPLIES	SOCORRO DIVISION
		12.82	REPAIR UNIT# 67016	SOCORRO DIVISION
		405.04	REPAIR UNIT# 67304	SOCORRO DIVISION
		5.69	REPAIR-UNIT# 65105	SOCORRO DIVISION
148529	CENTURY EQUIPMENT	79.90	HITCH PIN UNIT 47019	ALBUQUERQUE DIVISION
148530	CENTURY LINK	64.33	505-864-7466 429B AUG23	BELEN DIVISION
148531	CHOICE STEEL COMPANY	295.00	1 1/4" PIPE SCHEDULE 40 WITH A SWEEPING 90 DEGREE,	SOCORRO DIVISION
148532	CONSERVANCY OIL CO	1,188.00	DEF ORDER	INVENTORY
148533	CONTINENTAL BATTERY	119.00	BATTERY UNIT 67018	SOCORRO DIVISION
148534	CORRALES COMMENT	484.88	NOTICE OF 2023 ELECTION-CANDIDATES & POLLING SITES	BOARD OF DIRECTORS
148535	CRITTER CONTROL	219.81	AUG23- COCHITI PEST CONTROL ACCT# 924370	COCHITI DIVISION
148536	CRITTERS OIL CHANGE	75.00	OIL CHANGE UNIT 80002	WATER DISTRIBUTION DIV
		75.00	OIL CHANGE UNIT 80020	WATER DISTRIBUTION DIV
148537	DESERT GARDENS	4,840.31	TO# 238-2023 PROPOSAL 0817231	LICENSING & LAND SALES
148538	GEOTEL CORPORATION	241.73	AUG23- ANNUAL PRESS CLIPPING SERVICE	NON DIVISION

Check Number	Vendor Name	Check Amount	Description	Location
148539	HUNTER BOWER LUMBER	1,211.51	CONSTRUCTION SUPPLIES	INVENTORY
		906.75	LUMBER ORDER	INVENTORY
148540	JIFFY LUBE	32.28	EMISSIONS TEST UNIT 43453	ALBUQUERQUE DIVISION
148541	MAINTENANCE SERVICE	414.10	SEPT23 -ABQ DIVISION JANITORIAL CLEANING	ALBUQUERQUE DIVISION
		2,036.03	SEPT23 - JANITORIAL CLEANING	GENERAL OFFICE
		86.10	SPOT REMOVAL	GENERAL OFFICE
148542	MARCO STEEL & ALUMINUM	140.00	STAINLESS ROUND TUBING	WATER OPS & CONS
148543	MARKEN, ANNE	60.01	ACTUAL EXPENSES PAGOSA SPRINGS, CO SJCPA FIELDTRIP	WATER OPS & CONS
148544	NEW MEXICO GAS CO	34.57	052707401-0553979-2 AUG23	BELEN DIVISION
148545	PNM	18.12	022638203-1448347-6 AUG23	ALBUQUERQUE DIVISION
		62.67	090599001-0928871-4 AUG23	ALBUQUERQUE DIVISION
		1,118.01	091655202-0937641-7 AUG23	ALBUQUERQUE DIVISION
148546	POSTMASTER	186.00	FY24 MAIL BOX SERVICE CHARGE BOX #B SOCORRO	SOCORRO DIVISION
148547	RED SHOVEL LLC	523.17	SEPT23 - GROUNDS MAINTENANCE	GENERAL OFFICE
148548	RG ENGINEERING	995.63	AUG23- TORT CLAIM SERVICES	NON DIVISION
148549	SILVA'S AUTO TIRE	20.00	TIRE REPAIR UNIT 80029	WATER DISTRIBUTION DIV
		20.00	TIRE REPAIR UNIT 80032	WATER DISTRIBUTION DIV
148550	SNELLING	444.05	TEMP HELP- 14.5 HRS- CONTROLLER (8/16/23& 8/17/23)	ACCOUNTING
148551	SNELLING	629.10	TEMP HELP- 14.5 HRS- CONTROLLER (8/16/23& 8/17/23)	ACCOUNTING
		481.07	TEMP HELP- 6.5 HRS- CONTROLLER (8/24/23)	ACCOUNTING
148552	SWCA	20,980.02	JUL23- FY24 OUTFALL SAMPLING	GRANTS FUND GO
148553	TERRALOGIC DOCUMENT	1,489.53	MAINTENANCE/SUPPORT AGREEMENT 9/22/23-9/21/24	ACCOUNTING
148554	THOMPSON SAFETY LLC	639.20	SAFETY SUPPLY ORDER	INVENTORY
148555	TLC CO INC	2,274.54	DUCTWORK BELEN DIVISION	BELEN DIVISION
148556	TRANSCRIPTION	589.00	AUG23-REGULAR BOARD MEETING MINUTES	BOARD OF DIRECTORS
148557	UNICOR	372.48	AUG23- SHRED BINS PICKUP	ACCOUNTING
148558	UNIFORMS & MORE	260.00	UNIFORM SHIRTS NEW HIRES WATER DISTRIBUTION	WATER DISTRIBUTION DIV
148559	WEX BANK	104,560.32	WEX FUEL AUG23: UNL \$34,838 DSL \$70,693 FEES/ADJ -\$971	MULTIPLE DEPTS./DIVISIONS
148560	WILLIAMS WINDMILL	16.95	WELDING SHOP SUPPLIES	SOCORRO DIVISION
148561	4 RIVERS EQUIPMENT	67.78	PLUGS UNIT 47403	ALBUQUERQUE DIVISION
148562	ALBUQUERQUE FORKLIFT	531.95	FILTERS UNIT 8580.10	ALBUQUERQUE DIVISION
148563	ALL AROUND AUTO	54.00	MAINTENANCE-UNIT 63438	SOCORRO DIVISION
		61.50	MAINTENANCE-UNIT 63444	SOCORRO DIVISION
148564	ALLSTATE HYDRAULICS	1,968.30	R&R HYDRAULIC CYLINDER UNIT 57306	BELEN DIVISION
		1,418.31	R&R HYDRAULIC CYLINDERS UNIT 57025	BELEN DIVISION
148565	ANM, INC.	470.40	CISCO DUO HARDWARE TOKENS	INFORMATION SYS
		824.04	CISCO NETWORK EQUIPMENT	NON DIVISION
		963.88	CISCO NETWORK EQUIPMENT	INFORMATION SYS
		501.27	EMAIL SECURITY BARRACUDA	INFORMATION SYS
148566	BAKER UTILITY SUPPLY	3,018.00	HDP PIPE	INVENTORY
		172.00	MATERIALS - WADE ORR PROJECT	SOCORRO DIVISION
148567	BOOT BARN	150.00	FY24- BOOT VOUCHER	WATER DISTRIBUTION DIV
		118.99	FY24- BOOT VOUCHER	WATER DISTRIBUTION DIV
148568	CARR, RIGGS & INGRAM	6,378.80	FY23- AUDITOR CONTRACT- FINAL BILLING	ACCOUNTING
		14,384.08	FY24 AUDITOR CONTRACT- BILLING #1	ACCOUNTING
148569	CASIAS JOHNNY JR	750.00	RELEASE AGREEMENT PD-202400017	NON DIVISION
148570	CHILD SUPPORT ENFORCE	1,370.31	PAYROLL GARNISHMENT	NON DIVISION
148571	CITY OF ALBUQUERQUE	7,883.00	FY24 PERMIT #P04-0002	ENGINEERING & MAPPING
148572	CITY OF SOCORRO	298.13	04-009470-001 AUG23	SOCORRO DIVISION
148573	CLARK TRUCK	475.00	DOOR UNIT 73612	EQUIPMENT REPAIR & TRAN
		41.00	TOOL BOX LATCH UNIT 64004	SOCORRO DIVISION
148574	CONSTRUCTION RENTAL	37.98	DRIVERS UNIT 6628.12	ALBUQUERQUE DIVISION
		141.07	MODULE & CARBURETOR UNIT 6627.96	ALBUQUERQUE DIVISION
148575	DESERT GREENS EQUIP	155.25	ANTENNA UNIT 47019	ALBUQUERQUE DIVISION
		3,216.72	JOHN DEERE FILTERS	INVENTORY
148576	FINANCE AUTHORITY	13,247.86	SEPT23 EQUIPMENT	DEBT SERVICE FUND

Check Number	Vendor Name	Check Amount	Description	Location
148577	FLEETPRIDE	29.00	DRYER FILTER UNIT 44601	ALBUQUERQUE DIVISION
148578	GENUINE NAPA	49.42	MISC PARTS UNIT 54110	BELEN DIVISION
		94.38	MISC PARTS UNIT 57407	BELEN DIVISION
148579	GRAINGER	173.91	LINEAR ACTUATOR UNIT 1025.10	BELEN DIVISION
		173.91	LINEAR ACTUATORS UNITS 54016 & 23801	ALBUQUERQUE DIVISION
		173.91	LINEAR ACTUATORS UNITS 54016 & 23801	BELEN DIVISION
148580	HOME DEPOT CREDIT	294.88	AIR COMPRESSOR WATER SEPARATOR /AUTO DRAIN VALVE	SOCORRO DIVISION
		57.18	HOSE FOR 34603, SHOP SUPPLIES	COCHITI DIVISION
		306.58	SAFETY SUPPLIES/SHOP SUPPLIES	BELEN DIVISION
		404.00	SAFETY SUPPLIES/SHOP SUPPLIES	SAFETY DEPARTMENT
		219.00	SAW	ALBUQUERQUE DIVISION
148581	IRON HORSE WELDING,	534.66	MISC PARTS UNIT 67305	SOCORRO DIVISION
148582	JIVE COMMUNICATIONS,	2,459.54	SEPT23 PHONE CHARGES	NON DIVISION
148583	KORN FERRY HAY GROUP	4,907.70	ACTUARIAL FOR GASB 75 CONTRACT	ACCOUNTING
148584	NAPA AUTO PARTS	39.07	MISC. PARTS UNIT 38418	COCHITI DIVISION
		82.93	MISC. PARTS UNIT 43456	EQUIPMENT REPAIR & TRAN
		376.47	MISC. PARTS UNIT 54011	BELEN DIVISION
		42.66	MISC. PARTS UNITS 80014 & 80018	WATER DISTRIBUTION DIV
148585	NEW MEXICO GAS CO	28.47	079084112-0814966-2 AUG23	COCHITI DIVISION
		28.47	079084212-0814967-9 AUG23	COCHITI DIVISION
		28.75	081518001-0839304-7 AUG23	COCHITI DIVISION
148586	O'REILLY AUTO PARTS	25.99	FLOOR MATS UNIT 53426	BELEN DIVISION
		23.02	KIT & FITTINGS UNIT 54011	BELEN DIVISION
		12.00	MISC. PARTS	EQUIPMENT REPAIR & TRAN
		50.98	MISC. PARTS	WATER DISTRIBUTION DIV
		39.28	MISC. PARTS UNIT 43620& 33608	ALBUQUERQUE DIVISION
		25.99	MISC. PARTS UNIT 43620& 33608	COCHITI DIVISION
		1.41	MISC. PARTS UNIT 47308	ALBUQUERQUE DIVISION
		466.27	MISC. PARTS UNIT 73612	EQUIPMENT REPAIR & TRAN
		25.99	MISC. PARTS UNITS 43449 & 33608	COCHITI DIVISION
		1.69	MISC. PARTS UNITS 43449 & 33608	EQUIPMENT REPAIR & TRAN
		49.59	RESERVOIR UNIT 43621	ALBUQUERQUE DIVISION
148587	OCCUPATIONAL HEALTH	103.32	DOT RECERT	BELEN DIVISION
148588	PNM	1,087.46	052707401-0553979-2 AUG23	BELEN DIVISION
148589	PURCELL TIRE COMPANY	26.75	TIRE REPAIR UNIT 80015	WATER DISTRIBUTION DIV
148590	QUADIENT, INC.	450.91	JUL23-SEPT23 (Q1) MAILING MACHINE LEASE AGREEMENT	NON DIVISION
148591	QUEST DIAGNOSTICS	55.60	DOT RANDOM	ALBUQUERQUE DIVISION
		92.70	DOT RANDOM	BELEN DIVISION
		55.60	DOT RANDOM	EQUIPMENT REPAIR & TRAN
		111.20	DOT RANDOM	SOCORRO DIVISION
		77.30	POST ACCIDENT & PRE EMPLOYMENT SCREENING	ALBUQUERQUE DIVISION
		40.20	POST ACCIDENT & PRE EMPLOYMENT SCREENING	BELEN DIVISION
		40.20	POST ACCIDENT & PRE EMPLOYMENT SCREENING	EQUIPMENT REPAIR & TRAN
		77.30	POST ACCIDENT & PRE EMPLOYMENT SCREENING	ACCOUNTING
		37.10	POST ACCIDENT & PRE EMPLOYMENT SCREENING	ADMINISTRATION
		114.40	POST ACCIDENT & PRE EMPLOYMENT SCREENING	WATER DISTRIBUTION DIV
148592	RAILROAD MANAGEMENT	344.67	FY24- RAILROAD LICENSE FEE	ENGINEERING & MAPPING
148593	RUSH TRUCK CENTERS	105.00	SPEED SENSOR UNIT 65103	SOCORRO DIVISION
148594	SANDOVAL COUNTY LAND	677.25	LANDFILL AUG23	ALBUQUERQUE DIVISION
148595	SOCORRO ELECTRIC	3,692.51	10268007 AUG23	SOCORRO DIVISION
		855.05	10268012 AUG23	SOCORRO DIVISION
148596	SOUTHWEST LANDFILL	4,214.75	LANDFILL- AUG23	ALBUQUERQUE DIVISION
148597	STAPLES ADVANTAGE	247.92	3" RING BINDERS- LEEANN, NAME BADGES - TARAH	ADMINISTRATION
		46.85	3" RING BINDERS- LEEANN, NAME BADGES - TARAH	SAFETY DEPARTMENT
148598	STATE OF NEW MEXICO	258.21	PAYROLL GARNISHMENT	NON DIVISION
148599	THE PRINTERS PRESS	674.00	ASSESSMENT LETTERS	NON DIVISION

Check Number	Vendor Name	Check Amount	Description	Location
148600	THOMPSON SAFETY LLC	880.00	HARD HAT SUN SHIELD / LEEANN CORWIN	SAFETY DEPARTMENT
148601	TRUEPOINT SOLUTIONS,	2,805.00	AUG23- TRUE POINT CUSTOMER INFORMATION POR	GRANTS FUND GO
		1,815.00	AUG23- QUOTE#22-0610-ON-GOING IMPLEMENTATION	GRANTS FUND GO
148602	WAGNER EQUIPMENT CO.	127.88	LATCH UNIT 47205	ALBUQUERQUE DIVISION
148603	WAKEFIELD & ASSOCIATES	138.39	PAYROLL GARNISHMENT	NON DIVISION
148604	WILSON & COMPANY	70,342.84	7/1/23-8/11/23- TO#12 SOCORRO MAIN CANAL N. SECT	GRANTS FUND SOC
148605	WILSON & COMPANY	1,523.97	7/15/23-8/11/23- CORRALES SIPHON PREDESIGN	GRANTS FUND ABQ
148606	WILSON & COMPANY	3,530.96	7/1/23-8/11/23 TO#11 SOCORRO MAIN CANAL LINING	GRANTS FUND SOC
148607	ABCWUA	669.82	1931 2ND SW AUG23	GENERAL OFFICE
		509.32	3062929560 AUG23	ALBUQUERQUE DIVISION
		330.55	4158566487 HYDRANT AUG23	ALBUQUERQUE DIVISION
		132.55	5596579560 1932 2ND AUG23	EQUIPMENT REPAIR & TRAN
148608	ADVANCE AUTO PARTS	1,362.69	AUTOMOTIVE SUPPLIES	INVENTORY
148609	AMAZON CAPITAL	255.13	CABLES FOR IT	INFORMATION SYS
		3,790.00	COMPUTERS - I.T.	INFORMATION SYS
		221.94	EASEL STANDS	ADMINISTRATION
		50.99	FIRST AID KITS/ FIBER PATCH CABLE	INFORMATION SYS
		67.96	FIRST AID KITS/ FIBER PATCH CABLE	SAFETY DEPARTMENT
148610	BANK OF AMERICA	1,799.80	GENERAL OFFICE SUPPLIES & MONITORS	INFORMATION SYS
		271.10	SUPPLIES & MONITORS	GENERAL OFFICE
		60.90	MEALS PAGOSA SPRINGS, CO SJCPCA FIELDTRIP	CONSERVATION/PLANNING
		92.13	MEALS PAGOSA SPRINGS, CO SJCPCA FIELDTRIP	EXEC TEAM
		31.95	MEALS PAGOSA SPRINGS, CO SJCPCA FIELDTRIP	WATER OPS & CONS
		806.90	MOTEL SJCPCA ANNUAL FIELDTRIP- AUG23	CONSERVATION/PLANNING
		414.98	MOTEL SJCPCA ANNUAL FIELDTRIP- AUG23	EXEC TEAM
148611	BOOT BARN	567.73	FY24- BOOT VOUCHERS	WATER DISTRIBUTION DIV
148612	CASUGA, JASON	8.78	EXPENSES PAGOSA SPRINGS, CO 8/23/23	EXEC TEAM
148613	CENTURY EQUIPMENT	323.02	SKID SHOES & HARDWARE UNIT 47026	ALBUQUERQUE DIVISION
148614	CLARK TRUCK	752.18	BOOM LIFT INSPECTION & REPAIR UNIT 4449.03	BELEN DIVISION
148615	CONTINENTAL BATTERY	74.46	BATTERY UNIT 43446	ALBUQUERQUE DIVISION
		2,687.88	HYDROLOGY BATTERIES	INVENTORY
148616	GPS, LLC	216.45	TIRES REPLACED ON UNIT 65104	SOCORRO DIVISION
148617	ISH, JAMES CASEY	41.98	EXPENSES PAGOSA SPRINGS, CO SJCPCA FIELDTRIP	CONSERVATION/PLANNING
148618	KRONOS SAASHR, INC.	1,293.37	AUG23- UKG KRONOS READY SOFTWARE	INFORMATION SYS
148619	MESA OIL, INC	125.00	FY 2024 WASTE FOR USED OIL AND FILTERS	BELEN DIVISION
148620	NAPA AUTO PARTS	22.38	SOCKET	EQUIPMENT REPAIR & TRAN
148621	O'REILLY AUTO PARTS	80.74	FILTERS UNIT 44421	ALBUQUERQUE DIVISION
148622	PACIFIC OFFICE AUTO	143.38	AUG23 - OVERAGES CUSTOMER# 635984	NON DIVISION
148623	SAN ACACIA MDWCA	21.53	SEPT23 WATER SAN ACACIA	SOCORRO DIVISION
148624	UNIVERSITY OF NM	100.00	PERMISSION FEES FOR PHOTOS-CENTENNIAL LUNCH	ADMINISTRATION
148625	VALENCIA COUNTY CLERK	25.00	RELEASE OF LIEN	ACCOUNTING
148626	VEIHL, ASHLEY	62.37	EXPENSES PAGOSA SPRINGS, CO SJCPCA FIELDTRIP	CONSERVATION/PLANNING
148627	WASTE MANAGEMENT	216.07	SEPT23 - MONTHLY DUMPSTER SERVICE	COCHITI DIVISION
148628	ACTION HOSE INC.	50.68	FITTINGS & O-RING UNIT 47026	ALBUQUERQUE DIVISION
148629	ADVANCE AUTO PARTS	249.99	R134A REFRIGERANT	BELEN DIVISION
148630	ALBUQUERQUE PUB	101.77	SEPT23 - ABQ JOURNAL BOARD MEETING NOTICE	BOARD OF DIRECTORS
		105.43	SEPT23 - VAL CO NEWS BULLETIN BOARD MEETING NOTICE	BOARD OF DIRECTORS
		101.45	SEPT23- EL DEFENSOR CHIEFTAIN BOARD MEETING NOTICE	BOARD OF DIRECTORS
148631	ALBUQUERQUE SUPPLY	975.00	2007-2020 LOCKS	INVENTORY
		195.00	2007-2020 LOCKS- REPLENISH INVENTORY	WATER DISTRIBUTION DIV
148632	ALL AROUND AUTO	110.70	SCHEDULED MAINTENANCE-UNIT 63368	SOCORRO DIVISION
		54.00	SCHEDULED MAINTENANCE-UNIT 63436	SOCORRO DIVISION
148633	BAKER UTILITY SUPPLY	4,260.00	HDP PIPE ORDER	INVENTORY
148634	BOOT BARN	131.74	FY24 - BOOT VOUCHER	WATER DISTRIBUTION DIV
148635	BOYD-SHUCK NAPA	53.19	PART NEEDED-UNIT 43619	SOCORRO DIVISION
148636	CHOICE STEEL COMPANY	1,270.00	METAL ORDER	INVENTORY

Check Number	Vendor Name	Check Amount	Description	Location
148637	CINTAS FIRST AID	183.76	RESTOCK FIRST AID CABINETS	BELEN DIVISION
		60.39	RESTOCK FIRST AID CABINETS	ALBUQUERQUE DIVISION
		125.62	RESTOCK FIRST AID CABINETS	EQUIPMENT REPAIR & TRAN
		617.25	RESTOCK FIRST AID CABINETS	GENERAL OFFICE
		112.74	RESTOCK FIRST AID CABINETS	SOCORRO DIVISION
148638	CITY OF ALBUQUERQUE	390.86	AUG23 - FUEL COSTS	ALBUQUERQUE DIVISION
		84.52	AUG23 - FUEL COSTS	EQUIPMENT REPAIR & TRAN
		400.84	AUG23 - FUEL COSTS	WATER DISTRIBUTION DIV
148639	CONSTRUCTION RENTAL	641.37	MISC. RAYCO CHIPPER PARTS UNIT 44480.40	BELEN DIVISION
148640	CONTINENTAL BATTERY	150.96	BATTERIES UNIT 44601	ALBUQUERQUE DIVISION
148641	DMC LOGISTICS	417.96	SEPT23 -DELIVERY OF BOD MEETING PACKETS	BOARD OF DIRECTORS
148642	GPS, LLC	72.15	TIRE REPAIR-UNIT 35801	SOCORRO DIVISION
		72.15	TIRE REPLACEMENT-UNIT 64602	SOCORRO DIVISION
148643	HUNTER BOWER LUMBER	1,164.90	LUMBER ORDER	INVENTORY
148644	MATHESON TRI-GAS INC	13,166.54	TIG WELDING MACHINE	EQUIPMENT REPAIR & TRAN
148645	NAPA AUTO PARTS	164.65	MISC. PARTS UNIT 33804	COCHITI DIVISION
148646	PACIFIC OFFICE AUTO	318.57	SEPT23 -COPIER LEASE 3RD YEAR - 2023-2024	ALBUQUERQUE DIVISION
		186.43	SEPT23 -COPIER LEASE 3RD YEAR - 2023-2024	EQUIPMENT REPAIR & TRAN
		1,063.92	SEPT23 -COPIER LEASE 3RD YEAR - 2023-2024	GENERAL OFFICE
148647	PNM	6,186.82	022638203-2117172-6 AUG23	ALBUQUERQUE DIVISION
148648	POWER FORD	41.87	4 X 4 VACUUM ASSEMBLY UNIT 43459	WATER DISTRIBUTION DIV
148649	RIO GRANDE AGRICULTURAL	2,500.00	FY24 HARVEST DINNER EVENT - COMMUNITY OUTREACH	NON DIVISION
148650	VALENCIA COUNTY	4,253.26	AUG23 FUEL COSTS	BELEN DIVISION
		200.00	AUG23 FUEL COSTS ADMIN FEE	NON DIVISION
148651	ACTION HOSE INC.	27.84	FITTINGS FOR ER&T	EQUIPMENT REPAIR & TRAN
148652	ADVANCE AUTO PARTS	211.56	AUTOMOTIVE ORDER	INVENTORY
148653	ALBUQUERQUE FREIGHT	27.96	SUPPORT UNIT 544170	BELEN DIVISION
148654	AWARDS ETC	20.50	RETIREMENT PLAQUE, NAME PLATE, TITLE PLATES	CONSERVATION/PLANNING
		65.00	RETIREMENT PLAQUE, NAME PLATE, TITLE PLATES	HUMAN RESOURCES
148655	BAKER UTILITY SUPPLY	11,202.00	HDP PIPE ORDER	INVENTORY
148656	BENAVIDEZ, CAROL	451.45	SEPT23- RETIREE	HUMAN RESOURCES
148657	BOHANNAN HUSTON	1,749.91	AUG23- IRRIGATION ASSESSMENT	ENGINEERING & MAPPING
148658	CONTINENTAL BATTERY	178.92	BATTERIES UNIT 43619	SOCORRO DIVISION
		30.94	BATTERY UNIT 8920.31	EQUIPMENT REPAIR & TRAN
148659	CRAIG INDEPENDENT	42.20	TIRE REPAIR UNIT 57116	BELEN DIVISION
148660	CRITTERS OIL CHANGE	75.00	OIL CHANGE UNIT 53458	BELEN DIVISION
148661	DESERT GREENS EQUIP	1,502.37	JOHN DEERE FILTERS	INVENTORY
		397.46	SEALS, BEARINGS, & ZERTS UNIT 67017	SOCORRO DIVISION
148662	FLEETPRIDE	12.75	PLUG UNIT 74903	EQUIPMENT REPAIR & TRAN
148663	FRESNO VALVES	6,092.00	COMPLETE KIT TURNOUTS	INVENTORY
148664	GREENWOOD, JEFFREY C	350.57	SEPT23- RETIREE	HUMAN RESOURCES
148665	HUB INTERNATIONAL	530.00	22-23 ENDORSEMENT- ADDING EQUIPMENT	NON DIVISION
		752.00	23-24 ENDORSEMENT - ADDING EQUIPMENT	NON DIVISION
		(308.00)	CREDIT- 22-23 ENDORSEMENT- SOLD EQUIPMENT	NON DIVISION
		68,700.00	POLICY YEAR 23-24 -QRT2 BUSINESS AUTO	NON DIVISION
		110,163.00	POLICY YEAR 23-24 -QRT2 COMPREHENSIVE INSURANCE	NON DIVISION
		48,150.25	POLICY YEAR 23-24 -QRT2 EXCESS LIABILITY UMBRELLA	NON DIVISION
148666	HUNTER BOWER LUMBER	3,388.80	LUMBER ORDER	INVENTORY
148667	IMSCO DIVISION	545.14	ABQ DIVISION SAFETY PULL CHAIN	ALBUQUERQUE DIVISION
148668	JARAMILLO, DANNY A.	1,364.10	OCT23- RETIREE	HUMAN RESOURCES
		1,364.10	SEPT23- RETIREE	HUMAN RESOURCES
148669	JOSE M. AGUILAR J.A	363.03	TIRE REPAIR & INSTALL NEW TIRE UNITS 57025 & 57020	BELEN DIVISION
148670	LAW & RESOURCE	1,237.45	AUG23 - ESA PETITION	NON DIVISION
		11,991.58	AUG23 - GENERAL	NON DIVISION
148671	LEGALSHIELD	473.85	AUG23- GROUP# 34628- LEGALSHIELD FY2024	NON DIVISION
148672	MARQUEZ, DENNIS M	1,222.58	SEPT23- RETIREE	HUMAN RESOURCES

Check Number	Vendor Name	Check Amount	Description	Location
148673	MCT INDUSTRIES, INC.	166.54	TARP UNIT 44421	ALBUQUERQUE DIVISION
148674	MORA, RUBEN	564.10	SEPT23- RETIREE	HUMAN RESOURCES
148675	NEW MEXICO MUTUAL	27,936.74	ACCT# 212978753- INSTALLMENT, AUDIT & DEDUCTIBLE	NON DIVISION
148676	NM TECH	202.25	07/17/23- 8/13/23 - ASR FEASIBILITY STUDY	GRANTS FUND GO
148677	O'REILLY AUTO PARTS	39.99	BRAKE PADS UNIT 80001	WATER DISTRIBUTION DIV
		25.99	FLOOR MATS UNIT 44013	ALBUQUERQUE DIVISION
148678	OCCUPATIONAL HEALTH	458.50	PRE EMPLOYMENT SCREENING	WATER DISTRIBUTION DIV
148679	PARTS AUTHORITY	1,000.56	BALDWIN FILTERS	INVENTORY
148680	PNM	78.05	022638203-0415631-1 SEPT23	COCHITI DIVISION
		16.61	036707300-0415630-2 SEPT23	COCHITI DIVISION
		181.64	037715300-0423617-1 SEPT23	COCHITI DIVISION
148681	POSTMASTER	310.00	FY24-ANNUAL FEE RENEWAL PERMIT #1118	ACCOUNTING
148682	POWER EQUIPMENT	2,058.64	VOLVO FILTERS	INVENTORY
148683	PRUDENTIAL OVERALL S	20.82	FY 24 - MECHANIC UNIFORMS	COCHITI DIVISION
		100.00	FY24-UNIFORM RENTAL	BELEN DIVISION
148684	RAIN FOR RENT	59,508.58	AUG23- RENTAL FOR CORRALES PUMPS	CAPITAL INVESTMENT FUND ABQ
148685	RAKS BUILDING SUPPLY	16.99	FIELD SUPPLIES NEEDED	SOCORRO DIVISION
		122.97	SIGN INSTALLATION SUPPLIES	ALBUQUERQUE DIVISION
148686	RANDY'S ACE HARDWARE	19.04	PARTS NEEDED-UNIT 8425.21	SOCORRO DIVISION
		25.34	PARTS TO FILTER FOR COMPRESSOR	SOCORRO DIVISION
148687	SAMONS TIGER STORES	7.99	A/C BELT- ER&T	EQUIPMENT REPAIR & TRAN
148688	SOUTHERN TIRE MART	26.91	TIRE REPAIR UNIT 44109	ALBUQUERQUE DIVISION
		903.19	TIRE UNIT 47113	ALBUQUERQUE DIVISION
		7,740.99	TIRES	INVENTORY
		408.17	TIRES UNIT 44601	ALBUQUERQUE DIVISION
148689	STAPLES ADVANTAGE	38.92	PAPER DIVIDER / LEGAL NOTEPADS	GENERAL OFFICE
		18.15	PAPER DIVIDER / LEGAL NOTEPADS	SAFETY DEPARTMENT
148690	THE PRINTERS PRESS	50.00	INVITATIONS - CENTENNIAL LUNCH	ADMINISTRATION
148691	TRACTOR & EQUIPMENT	4,612.50	ALAMO BLADES	INVENTORY
148692	V-VARGAS, ERMELINDA	351.84	SEPT23- RETIREE	HUMAN RESOURCES
148693	VAISA, MORRIS	1,073.50	SEPT23- RETIREE	HUMAN RESOURCES
148694	VALENCIA COUNTY CLERK	50.00	RELEASE OF LIENS	ACCOUNTING
148695	VALLEY SANITATION	59.80	TRASH REMOVAL	BELEN DIVISION
148696	WATER STRATEGIES	8,000.00	SEPT23- FEDERAL CONSULTING SERVICES	NON DIVISION
148697	WIGGINS, WILLIAMS	1,181.18	AUG23- ADRIANA VILLAR	NON DIVISION
		9,364.72	AUG23- GENERAL COUNSEL	NON DIVISION
148698	AVALLONE, SARAH	280.67	SEPT23- RETIREE	HUMAN RESOURCES
148699	CHACON, MARK	146.33	SEPT23- RETIREE	HUMAN RESOURCES
148700	GENSLER, DAVID	338.63	AUG23- RETIREE	HUMAN RESOURCES
148701	MARQUEZ, BELLINA C	720.74	FY24- RETIREE	HUMAN RESOURCES
148702	MARTINEZ, DANIEL	528.22	FY24- RETIREE	HUMAN RESOURCES
148703	UNIVERSITY MRO LLC	29.75	DOT RECERT TESTING	ALBUQUERQUE DIVISION
		25.50	DOT RECERT TESTING	BELEN DIVISION
		8.50	DOT RECERT TESTING	COCHITI DIVISION
		4.25	DOT RECERT TESTING	EQUIPMENT REPAIR & TRAN
		17.00	DOT RECERT TESTING	WATER DISTRIBUTION DIV
		34.00	DOT RECERT TESTING	SOCORRO DIVISION
148742	4 RIVERS EQUIPMENT	79.32	SWITCH UNIT 37107	COCHITI DIVISION
148743	ACTION HOSE INC.	2,408.00	HOSE - ALB DIVISION	ALBUQUERQUE DIVISION
		119.44	HOSE UNIT 47024	ALBUQUERQUE DIVISION
		86.32	HOSES & FITTINGS FOR ER&T	EQUIPMENT REPAIR & TRAN
148744	ALBUQUERQUE FREIGHT	9.39	ISOLATOR UNIT 544170	BELEN DIVISION
148745	ALBUQUERQUE PUB	28,465.16	NOTICE OF 2023 ELECTION-CANDIDATES & POLLING SITES	BOARD OF DIRECTORS
148746	AMAZON CAPITAL	7.99	CLEAR CREDIT CARD SLEEVES / TRASH CANS 7 GAL.	ALBUQUERQUE DIVISION
		19.95	CLEAR CREDIT CARD SLEEVES / TRASH CANS 7 GAL.	NON DIVISION
		1,191.01	COMPUTER	INFORMATION SYS

Check Number	Vendor Name	Check Amount	Description	Location
		23.99	IT SUPPLIES	ALBUQUERQUE DIVISION
		334.78	IT SUPPLIES	INFORMATION SYS
148747	BERNALILLO COUNTY CL	25.00	RELEASE OF LIEN	ACCOUNTING
148748	BOOT BARN	444.49	FY24- BOOT VOUCHERS	WATER DISTRIBUTION DIV
		131.75	FY24- BOOT VOUCHER	WATER OPS & CONS
		144.49	FY24- BOOT VOUCHER	ALBUQUERQUE DIVISION
		150.00	FY24- BOOT VOUCHER	COCHITI DIVISION
148749	C & C SERVICES	851.18	CRUSHED CONCRETE	ALBUQUERQUE DIVISION
148750	CENTURY EQUIPMENT	35.79	MISC PARTS UNIT 47027	ALBUQUERQUE DIVISION
		622.41	MISC PARTS UNIT 57025	BELEN DIVISION
148751	CHILD SUPPORT ENFORCE	1,370.31	PAYROLL GARNISHMENT	NON DIVISION
148752	CHOICE STEEL COMPANY	136.00	HEAVY DUTY HINGES	ALBUQUERQUE DIVISION
148753	CONSERVANCY OIL CO	3,984.75	OIL ORDER	INVENTORY
148754	CONTINENTAL BATTERY	309.40	BATTERIES UNIT 80005	WATER DISTRIBUTION DIV
		(30.00)	CREDIT CORE CHARGE PO 20241101	WATER DISTRIBUTION DIV
148755	COUGHLIN, GABRIELLA	346.40	REFUND DELTA FLIGHT	CONSERVATION/PLANNING
148756	CRANE, JOHN	210.42	SEPT23- RETIREE	HUMAN RESOURCES
148757	DESERT GREENS EQUIP	566.55	ALTERNATOR UNIT 47022	ALBUQUERQUE DIVISION
		751.96	THERMOCOUPLE, O-RING, & VALVE UNIT 47023	ALBUQUERQUE DIVISION
148758	ENCHANTMENT SAFETY A	240.00	SAFETY GLOVES- REPLENISH INVENTORY	ALBUQUERQUE DIVISION
		1,658.08	SAFETY GLOVES	INVENTORY
148759	GOMEZ, RAY	2,744.54	SEPT23- RETIREE	HUMAN RESOURCES
148760	HUNTER BOWER LUMBER	2,240.00	TREATED LUMBER 2" x 12" x 16'	INVENTORY
148761	JIFFY LUBE	32.17	EMISSIONS TEST UNIT 23432	SAFETY DEPARTMENT
		73.87	OIL CHANGE UNIT 13217	EXEC TEAM
148762	LINDE GAS	19,278.00	AIR PAK WELDER	ALBUQUERQUE DIVISION
148763	MESA OIL, INC	125.00	F.Y. 2024 WASTE FOR USED OIL AND FILTERS	BELEN DIVISION
148764	NAPA AUTO PARTS	21.33	AIR FILTER UNIT 80001	WATER DISTRIBUTION DIV
		1.37	AIR FILTERS & FUEL LINE	EQUIPMENT REPAIR & TRAN
		42.66	AIR FILTERS UNIT 80008 & 80016	WATER DISTRIBUTION DIV
		21.33	AIR FILTERS UNIT 80033	WATER DISTRIBUTION DIV
148765	NED'S PIPE & STEEL	129.00	MISC SUPPLIES	BELEN DIVISION
148766	NEW MEXICO TRACTOR S	63.36	BELTS UNIT 57021	BELEN DIVISION
		105.22	BELTS UNIT 57027	BELEN DIVISION
148767	PARTS AUTHORITY	684.49	BALDWIN FILTER ORDER	INVENTORY
148768	PURCELL TIRE COMPANY	587.90	TIRE REPAIR unit 37012	COCHITI DIVISION
		45.90	TIRE REPAIR unit 44415	ALBUQUERQUE DIVISION
		45.90	TIRE REPAIR UNIT 54419	ALBUQUERQUE DIVISION
		597.66	TIRE UNIT 34407	COCHITI DIVISION
148769	RAKS BUILDING SUPPLY	145.43	PRO PANEL FOR WELDING SHOP ALBUQUERQUE DIV.	ALBUQUERQUE DIVISION
148770	ROBERTS TRUCK CENTER	157.59	SWITCH & FITTINGS UNIT 54419	ALBUQUERQUE DIVISION
148771	ROMERO, ALFRED	362.56	SEPT23- RETIREE	HUMAN RESOURCES
148772	SILVA'S AUTO TIRE	45.00	TIRE UNIT 53461	BELEN DIVISION
148773	SOUTHERN TIRE MART	408.17	TIRE UNIT 44601	ALBUQUERQUE DIVISION
148774	STAPLES ADVANTAGE	249.18	OFFICE SUPPLIES	GENERAL OFFICE
148775	STATE OF NEW MEXICO	258.21	PAYROLL GARNISHMENT	NON DIVISION
148776	TAFOYA, MARK A	600.93	OCT23- RETIREE	HUMAN RESOURCES
148777	TNT STARTERS AND ALT	98.00	SHEAVE/PULLEY UNIT 47022	ALBUQUERQUE DIVISION
148778	UNIVERSITY MRO LLC	200.00	NEW HIRE & POST ACCIDENT SCREENINGS	ALBUQUERQUE DIVISION
		40.00	NEW HIRE & POST ACCIDENT SCREENINGS	BELEN DIVISION
		40.00	NEW HIRE & POST ACCIDENT SCREENINGS	EQUIPMENT REPAIR & TRAN
		40.00	NEW HIRE & POST ACCIDENT SCREENINGS	ACCOUNTING
		40.00	NEW HIRE & POST ACCIDENT SCREENINGS	ADMINISTRATION
		200.00	NEW HIRE & POST ACCIDENT SCREENINGS	WATER DISTRIBUTION DIV
		40.00	NEW HIRE & POST ACCIDENT SCREENINGS	SAFETY DEPARTMENT
		40.00	NEW HIRE & POST ACCIDENT SCREENINGS	SOCORRO DIVISION

Check Number	Vendor Name	Check Amount	Description	Location
		40.00	NEW HIRE SCREENING	ALBUQUERQUE DIVISION
148779	WAKEFIELD & ASSOCIATES	138.39	PAYROLL GARNISHMENT	NON DIVISION
148780	4 RIVERS EQUIPMENT	40.69	FILTERS UNIT 47207	ALBUQUERQUE DIVISION
		398.03	MISC PARTS UNIT 47024	ALBUQUERQUE DIVISION
		1,070.58	SEAT BELT, WINDSHIELD, & WEATHERSTRIP UNIT 57205	BELEN DIVISION
148781	ACTION HOSE INC.	490.15	HOSES UNIT 44601	ALBUQUERQUE DIVISION
148782	ALARM COMMUNICATIONS	96.81	ER&T ALARM SYSTEM 10/1-12/31/23	EQUIPMENT REPAIR & TRAN
148783	ALL AMERICAN PUMPING	115.00	SEPT23 - PORTABLE TOILET RENTAL	SOCORRO DIVISION
148784	ALL AROUND AUTO	21.00	FLAT TIRE REPAIR-UNIT# 64112	SOCORRO DIVISION
		84.00	TIRES-UNIT# 80037	WATER DISTRIBUTION DIV
148785	ALLSTATE HYDRAULICS	955.65	R&R HYDRAULIC CYLINDER UNIT 47019	ALBUQUERQUE DIVISION
148786	AT&T	4,855.60	SEPT23 - MONTHLY WIRELESS CHARGES	ALL DEPTS./DIVISIONS
148787	BANK OF AMERICA	1,284.30	AP CHECK PRINTER	ACCOUNTING
		505.96	DANIELLE FEYGIN FLIGHT 10/22-27/23	ENGINEERING & MAPPING
		50.00	FY24 LATINO FARMERS AND RANCHERS CONGRESO	BOARD OF DIRECTORS
		163.94	LIGHT BAR FOR TRANSPORT TRUCK	EQUIPMENT REPAIR & TRAN
		421.61	MICR TONER CARTRIDGE FOR AP CHECK PRINTER	ACCOUNTING
		192.00	PHOTO PERMISSIONS CONSERVANCY ACT CENTENNIAL	ADMINISTRATION
		150.00	RENTAL - CENTENNIAL LUNCHEON BALANCE DUE FOR STAG	ADMINISTRATION
148788	BERNALILLO COUNTY CL	25.00	RELEASE OF LIEN	ACCOUNTING
148789	BJW VENTURES, LLC	275.00	SEAT COVER UNIT 57308	BELEN DIVISION
		285.00	SEAT COVER UNIT 73614	BELEN DIVISION
		318.50	SEAT COVERS UNIT 53426	BELEN DIVISION
		46.50	TINT UNIT 80013	WATER DISTRIBUTION DIV
148790	BOHANNAN HUSTON	2,057.79	SAN ACACIA LEVEE CERT- USACE CO- AUG23	ENGINEERING & MAPPING
148791	BOYD-SHUCK NAPA	196.93	REPAIR-UNIT# 67016 2012 JD TRACTOR	SOCORRO DIVISION
		15.19	REPAIR-UNIT# 67017 2013 JD TRACTOR	SOCORRO DIVISION
		5.17	REPAIR-UNIT# 8425.21 2012 ALAMO BATWING MOWER	SOCORRO DIVISION
		286.85	REPAIR-UNIT# 8425.21 2012 ALAMO PULL BEHIND MOWER	SOCORRO DIVISION
148792	CENTURY LINK	104.90	575-835-1454 245B SEPT23	SOCORRO DIVISION
148793	CITY OF ALBUQUERQUE	194,323.37	SEPT23 - PRESBYTERIAN COA001401362	NON DIVISION
148794	CONSTRUCTION RENTAL	282.28	BLADES UNIT 4448.03	ALBUQUERQUE DIVISION
		76.50	CARBURETOR UNIT 1760.14	EQUIPMENT REPAIR & TRAN
		360.97	MISC. STIHL WEED EATER PARTS UNIT 6627.98	ALBUQUERQUE DIVISION
148795	CONTINENTAL BATTERY	74.46	BATTERY UNIT 53438	BELEN DIVISION
148796	CRAIG INDEPENDENT	78.28	TIRE REPAIR UNIT 54106	BELEN DIVISION
148797	CRITTERS OIL CHANGE	75.00	OIL CHANGE UNIT 80028	WATER DISTRIBUTION DIV
148798	DESERT GARDENS	1,937.25	VEGETATION REMOVAL 217-2023	LICENSING & LAND SALES
148799	DESERT GREENS EQUIP	1,308.10	MISC. JOHN DEER TRACTOR/MOWER PARTS UNIT 67004	SOCORRO DIVISION
148800	DIESEL LAPTOPS, LLC	284.00	DIAGNOSTIC TRUCK CABLE	EQUIPMENT REPAIR & TRAN
148801	GENUINE NAPA	92.96	MISC PARTS UNIT 53470	BELEN DIVISION
		162.12	MISC PARTS UNIT 57026	BELEN DIVISION
		122.97	MISC SUPPLIES	BELEN DIVISION
		69.96	TANK WELD REPAIR KITS UNITS 53454, 53449 & 53453	BELEN DIVISION
148802	GPS, LLC	304.61	TIRE REPAIR-UNIT# 67016 2012 JD TRACTOR	SOCORRO DIVISION
		48.46	TIRE REPAIR-UNIT# 80025 2022 FORD F150 4X4 TRUCK	WATER DISTRIBUTION DIV
148803	GRAINGER	74.26	REFRIGERATOR FILTERS	EQUIPMENT REPAIR & TRAN

Check Number	Vendor Name	Check Amount	Description	Location
		8.91	WATER FILTERS	EQUIPMENT REPAIR & TRAN
148804	HM LIFE INSURANCE	1,424.73	OCT23 - DAVIS VISION FY2024	NON DIVISION
148805	JIRON, HARRY L	2,300.00	SP-294-2022 DAMAGE DEPOSIT REFUND	NON DIVISION
148806	JOSE M. AGUILAR J.A	314.23	TIRE REPAIR UNIT 57023	BELEN DIVISION
148807	LEGALSHIELD	451.90	SEPT23- GROUP# 34628- LEGALSHIELD FY2024	NON DIVISION
148808	LEVEL 3 FINANCING IN	1,414.39	INTERNET ACCT 91761706 OCT23	COCHITI DIVISION
		1,770.72	INTERNET: SEPT23	BELEN DIVISION
		4,666.39	INTERNET: SEPT23	INFORMATION SYS
		1,872.55	INTERNET: SEPT23	SOCORRO DIVISION
148809	MRGCD PETTY CASH	76.96	REPLENISH PETTY CASH SEPT23- FUEL UNIT 80019	WATER DISTRIBUTION DIV
148810	NAPA AUTO PARTS	32.55	MISC PARTS UNIT 34603	COCHITI DIVISION
		135.35	MISC PARTS UNIT 44008	ALBUQUERQUE DIVISION
		255.83	MISC PARTS UNIT 44008	EQUIPMENT REPAIR & TRAN
		35.16	MISC SUPPLIES	EQUIPMENT REPAIR & TRAN
		61.46	MISC. PARTS	ALBUQUERQUE DIVISION
		11.77	MISC. PARTS	WATER OPS & CONS
		30.83	MISC. PARTS UNIT 53423 & 53464	ALBUQUERQUE DIVISION
		5.64	MISC. PARTS UNIT 53423 & 53464	EQUIPMENT REPAIR & TRAN
		21.33	MISC. PARTS UNIT 80004	WATER OPS & CONS
148811	NED'S PIPE & STEEL	62.40	MISC SUPPLIES	BELEN DIVISION
148812	NEW MEXICO GAS CO	32.96	SEPT23	GENERAL OFFICE
		29.32	023488000-0308786-0 SEPT23	ALBUQUERQUE DIVISION
		56.30	064166213-0665790-9 SEPT23	EQUIPMENT REPAIR & TRAN
148813	O'REILLY AUTO PARTS	117.39	ALTERNATOR UNIT 43621	ALBUQUERQUE DIVISION
		13.04	PARTS #73614 & OIL FILTER FOR RECLAMATION PUMP	ALBUQUERQUE DIVISION
		25.99	PARTS #73614 & OIL FILTER FOR RECLAMATION PUMP	BELEN DIVISION
		28.10	SOLENOID UNIT 13420	EQUIPMENT REPAIR & TRAN
148814	PNM	239.91	SEPT23 MONTHLY CHARGES	EQUIPMENT REPAIR & TRAN
		1,956.50	SEPT23 MONTHLY CHARGES	GENERAL OFFICE
		98.99	SEPT23 MONTHLY CHARGES	ALBUQUERQUE DIVISION
		67.17	SEPT23 MONTHLY CHARGES	BELEN DIVISION
148815	POWER FORD	299.76	GLASS UNIT 80013	WATER DISTRIBUTION DIV
		11.20	HOOD BUMPER/REST UNIT 80019	WATER DISTRIBUTION DIV
148816	PRUDENTIAL OVERALL S	100.00	FY 24 - MECHANIC UNIFORMS	BELEN DIVISION
		6.94	FY 24 - MECHANIC UNIFORMS	COCHITI DIVISION
		317.14	FY24-UNIFOM RENTAL ENCUMBRANCE	EQUIPMENT REPAIR & TRAN
148817	PURCELL TIRE COMPANY	172.13	TIRE ROTATION & ALIGNMENT unit 73432	EQUIPMENT REPAIR & TRAN
		3,056.46	TIRES UNIT 34407	COCHITI DIVISION
148818	RAKS BUILDING SUPPLY	13.56	DUPLICATE KEYS	ALBUQUERQUE DIVISION
		69.99	SUPPLIES	ALBUQUERQUE DIVISION
148819	RANDY'S ACE HARDWARE	16.20	REPAIR-UNIT# 8425.21 20125 ALAMO BATWING MOWER	SOCORRO DIVISION
148820	SANDOVAL COUNTY CLERK	25.00	RELEASE OF LIEN	ACCOUNTING
148821	SOCORRO COUNTY CLERK	25.00	RELEASE OF LIEN	ACCOUNTING
148822	SOCORRO ELECTRIC	134.80	10268009 - SEPT23	SOCORRO DIVISION
148823	SOUTHERN TIRE MART	26.91	TIRE REPAIR UNIT 53423	ALBUQUERQUE DIVISION
		53.81	TIRE REPAIRS UNIT 44012	ALBUQUERQUE DIVISION
148824	SPECIALTY COMMUNICATION	322.88	SEPT23 - RADIO REPEATER	NON DIVISION
148825	T & T TRAILER SERVICE	249.99	MISC PARTS UNIT 54106	BELEN DIVISION

Check Number	Vendor Name	Check Amount	Description	Location
148826	T&L MASONRY LLC	2,300.00	SP-142-2023 DAMAGE DEPOSIT REFUND	NON DIVISION
148827	TAS SECURITY SYSTEMS	37.61	BELEN - OCT23	BELEN DIVISION
148828	UNUM LIFE INSURANCE	5,758.97	AUG23- LIFE, AD&D, STD, & LTD	NON DIVISION
		7,418.79	AUG23- UNUM LIFE EMPLOYER	NON DIVISION
148829	VALLEY SANITATION	31.20	TRASH REMOVAL	BELEN DIVISION
148830	VERIZON WIRELESS	155.97	SEPT23 MOBILE CHARGES	INFORMATION SYS
		163.88	SEPT23 MOBILE CHARGES	WATER DISTRIBUTION DIV
148831	4 RIVERS EQUIPMENT	1,166.67	8/28/23-9/24/23 WATER TRUCK RENTAL	BELEN DIVISION
		3,500.00	9/5/23- 10/2/23 WATER TRUCK RENTAL	BELEN DIVISION
		89.10	WEATHERSTRIP UNIT 67004	SOCORRO DIVISION
148832	ABQGRAFIX	1,560.56	HISTORIC PHOTO BOARDS-CENTENNIAL LUNCH	ADMINISTRATION
148833	ACTION HOSE INC.	42.24	HOSE UNIT 44416	ALBUQUERQUE DIVISION
		7,260.66	HOSES & FITTINGS	CAPITAL INVESTMENT FUND ABQ
148834	ALBUQUERQUE BOLT	23.00	BOLTS & WASHERS UNIT 57025	BELEN DIVISION
148835	ALBUQUERQUE FREIGHT	245.60	AIR BAG & SENSOR UNIT 544170	BELEN DIVISION
148836	ALLSTATE HYDRAULICS	2,093.28	R&R HYDRAULIC CYLINDER UNIT 47312	ALBUQUERQUE DIVISION
148837	AMAZON CAPITAL	16.99	PHONE CHARGER	EQUIPMENT REPAIR & TRAN
		36.99	EASELS - CENTENNIAL LUNCH	ADMINISTRATION
		149.84	LAPTOP HOLDER	INFORMATION SYS
		379.99	LAPTOP FOR V. LOPEZ	INFORMATION SYS
148838	ANDRESON	150.00	TARP REPAIR UNIT 54419	ALBUQUERQUE DIVISION
148839	ANM, INC.	99.94	CISCO NETWORK EQUIPMENT	NON DIVISION
		796.89	CISCO NETWORK EQUIPMENT	INFORMATION SYS
148840	BAKER UTILITY SUPPLY	6,688.00	HDP PIPE	INVENTORY
148841	BOOT BARN	150.00	FY24-BOOT VOUCHER	BELEN DIVISION
		135.99	FY24-BOOT VOUCHER	ALBUQUERQUE DIVISION
		123.24	FY24-BOOT VOUCHER	WATER DISTRIBUTION DIV
148842	BOYD-SHUCK NAPA	155.94	REPAIR-UNIT# 67016	SOCORRO DIVISION
		34.26	STOCKING MECHANIC TRUCK	SOCORRO DIVISION
148843	BRUCKNER TRUCK SALES	46.06	LATCH UNIT 44415	ALBUQUERQUE DIVISION
148844	CELLCO PARTNERSHIP	5,511.00	JUL23- VERIZON-CELLCO GPS MONTHLY SERVICE	EQUIPMENT REPAIR & TRAN
148845	CRAIG INDEPENDENT	34.84	TIRE REPAIR UNIT 54019	BELEN DIVISION
		42.20	TIRE REPAIR UNIT 54422	BELEN DIVISION
148846	ENCHANTMENT SAFETY A	249.50	SAFETY SUPPLY ORDER- REPLENISH INVENTORY	ALBUQUERQUE DIVISION
		923.32	SAFETY SUPPLY ORDER	INVENTORY
148847	GENUINE NAPA	146.37	AIR LEAK REPAIRS UNIT 54415	BELEN DIVISION
		164.99	BRAKES/ROTORS UNIT 53458	BELEN DIVISION
		35.68	COUPLINGS UNIT 54415	BELEN DIVISION
		59.32	HYDRAULIC LEAK REPAIRS UNIT 57116	BELEN DIVISION
		85.52	LAMPS	BELEN DIVISION
		34.64	PREMIUM CAPSULES UNIT 53440	BELEN DIVISION
		69.97	SHOP TOOLS	BELEN DIVISION
148848	GOVERNMENT PORTFOLIO	949.83	AUG23 - INVESTMENT ADVISOR FEES	NON DIVISION
148849	GPS, LLC	145.77	MAINTENANCE/TIRE REPAIR-UNIT# 80030	WATER DISTRIBUTION DIV
		133.27	TIRE REPAIR-UNIT# 63442	SOCORRO DIVISION
		53.84	TIRE REPAIR-UNIT# 64300	SOCORRO DIVISION
148850	LARRY H. MILLER CASA	62.02	DOOR HANDLE UNIT 34603	COCHITI DIVISION
		60.67	SWITCH UNIT 34603	COCHITI DIVISION
148851	LINDE GAS	102.82	OXYGEN REFILL & WHEELS	ALBUQUERQUE DIVISION
148852	MATHESON TRI-GAS INC	72.15	HOLDER & LUGS	ALBUQUERQUE DIVISION

Check Number	Vendor Name	Check Amount	Description	Location
		64.49	MIG WIRE	EQUIPMENT REPAIR & TRAN
148853	MCT INDUSTRIES, INC.	92.43	TRAILER JACK UNIT 34701	ALBUQUERQUE DIVISION
148854	NAPA AUTO PARTS	81.93	AIR FILTER- ISLETA PUMPS	ALBUQUERQUE DIVISION
		190.46	FILTERS FOR RECLAMATION PUMPS/ISLETA	ALBUQUERQUE DIVISION
		62.36	MISC PARTS UNIT 44008	ALBUQUERQUE DIVISION
148855	OCCUPATIONAL HEALTH	121.61	DOT RECERT & POST ACCIDENT	ALBUQUERQUE DIVISION
		103.32	DOT RECERT & POST ACCIDENT	WATER DISTRIBUTION DIV
		229.25	PRE EMPLOYMENT SCREENING	ALBUQUERQUE DIVISION
148856	POWER EQUIPMENT	101.52	WEATHERSTRIP UNIT 57306	BELEN DIVISION
148857	PURCELL TIRE COMPANY	26.75	TIRE REPAIR UNIT 43621	ALBUQUERQUE DIVISION
148858	RELEVANT INDUSTRIAL	128.99	HYDRAULIC REPAIRS UNIT 57116	BELEN DIVISION
		113.66	MISC PARTS UNIT 57306	BELEN DIVISION
		15.53	TRUCK SUPPLIES	BELEN DIVISION
148859	SENERGY PETROLEUM	4,608.00	WINTER GREASE KEGS	INVENTORY
148860	SONS COMMUNICATIONS	2,300.00	SP-286-2022 DAMAGE DEPOSIT REFUND	NON DIVISION
148861	TAS SECURITY SYSTEMS	123.85	OCT23- DEC23 Q2 SECURITY CUST# 4230	GENERAL OFFICE
148862	UNIFORMS & MORE	48.00	SHIRT ORDER	ACCOUNTING
		949,676.15	TOTAL PAYROLL	
		1,018,665.80	TOTAL CHECKS - GENERAL FUND	
		13,247.86	TOTAL CHECKS - DEBT SERVICE FUND	
		102,727.32	TOTAL CHECKS - GRANTS FUND	
		66,769.24	TOTAL CHECKS - CAPITAL INVESTMENT FUND	
		<u>\$ 2,151,086.37</u>	GRAND TOTAL	
Pamela S. Fanelli, CFO		Stephanie Russo Baca, Chair		

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**MINUTES OF THE
2,203rd REGULAR MEETING OF THE
BOARD OF DIRECTORS OF THE
MIDDLE RIO GRANDE CONSERVANCY DISTRICT**

SEPTEMBER 11, 2023 - 3:00 PM

Directors having been duly notified; Madam Chair Russo Baca called the regular meeting to order at 3:01 pm. The following Directors and Staff were present:

DIRECTORS

Stephanie Russo Baca, Madam Chair	Present
Karen Dunning, Vice Chair	Present
Barbara Baca, Director	Present
John Kelly, Director	Present
Joaquin Baca, Director	Absent
Glen Duggins, Director	Present
Michael T. Sandoval, Director	Present

STAFF

Jason Casuga	Chief Engineer/CEO
Lorna Wiggins	General Counsel
Dr. Charles DuMars	Chief Water Counsel
Pamela Fanelli	Secretary-Treasurer/CFO
Eric Zamora	Chief Operating Officer
Anne Marken	Water Distribution Division Mgr.
Matt Martinez	Water Operations Division Mgr.

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The following names of individuals were interested viewers, callers and/or participants:

Tarah Jaramillo, MRGCD	Tyler Ashton, Wilson & Co.	Jennifer Faler, BOR
Eli Lovato, AES	Mark Sanchez	Yasmeen Najmi, MRGCD
Carol Benavidez	Luke Smith, Wilson & Co.	Richard DeLoia, MRGCD
Chris Torres	Dan Aguirre, Wilson & Co.	Alicia Lopez, MRGCD
Judy McSweeny, MRGCD	Martin Haynes	Ashley Veihl, MRGCD
Josh Gamboa, MRGCD	Clint Autrey, CF Padilla	Casey Ish, MRGCD
Eric Rapum, BIA	Clay Padilla, CF Padilla	Dan Krupiak
John Fleck, Utton Center	Claire Conrad, Utton Center	Christine Nardi, MRGCD
Sarah Delavan, BIA	Don Simpson	Estella Gamboa, MRGCD
Daniel Arquero, MRGCD		

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AGENDA ITEM NO. 1 – PLEDGE OF ALLEGIANCE

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Dr. Sarah Delavan led the Pledge of Allegiance at today's meeting.

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Madam Chair Russo Baca asked for a moment of silence for all the lives lost 22 years ago on September 11th. She then declared a quorum, and the meeting was publicly noticed.

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AGENDA ITEM NO. 2 – APPROVAL OF THE AGENDA

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Jason Casuga asked to remove items 13(a) and move 13(b) to 11(b)(1) under Reports from BIA

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Director Barbara Baca made the **MOTION TO APPROVE THE MEETING AGENDA with the above changes.** Seconded by Director Sandoval. The MOTION CARRIED UNANIMOUSLY.

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AGENDA ITEM NO. 3 - CONSENT AGENDA

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- a. **Consideration/Approval of Payment Ratification - September 11, 2023**
 - b. **Consideration/Approval of August 2023 Invoice for Wiggins, Williams & Wiggins**
 - c. **Consideration/Approval of August 2023 Invoice for Law and Resource Planning Assoc.**

- d. **Consideration/Approval of the Minutes for the Regular Meeting Board Meeting - August 14, 2023**
- e. **Memo on MRGCD Approved Licenses for August 2023 (For informational Purposes Only)**

Director Kelly made the **MOTION TO APPROVE THE CONSENT AGENDA**. Seconded by Vice Chair Dunning. The **MOTION CARRIED UNANIMOUSLY**.

AGENDA ITEM NO. 4 - Convene Board of Equalization

a. Reclassification Hearing - Estella Gamboa, Assessment Clerk III

Jason Casuga first explained what makes a property irrigable and non-irrigable. Dr. DuMars added that if you hook onto the sewer or water line, you were obligated to pay.

Vice Chair Dunning asked if there was a minimum. Mr. Casuga stated they did have a minimum service charge but were still researching on how to implement it.

Director Kelly asked how the existence of a turnout on the adjacent canal or lateral fit into their assessment. Mr. Casuga stated they were always looking if there is a turnout or not, but they looked if it was subdivided or abutted against the ditch. He said if there was no practical pathway to the ditch, then it was un-irrigable. He added that the further away from the ditch, the more property research they would have to do.

Madan Chair confirmed with Ms. Fanelli that protests would not be approved until outstanding balances were paid.

Ms. Fanelli said staff reviewed and completed the water service charge contracts for 2023 and landowners had the opportunity to file a protest by May 31st. She stated the any protesters who disagreed were given the chance to propose an argument. There were no protesters at the meeting.

Director Duggins asked if someone could go through the protest and reverse it down the road. Mr. Casuga stated they could but would have to pay all the makeup water charges.

MEMORANDUM



TO: MADAM RUSSO BACA & BOARD OF DIRECTORS
 THROUGH: JASON CASUGA, CEO/CE & PAMELA FANELLI, SECRETARY-TREASURER/CFO
 FROM: ESTELLA GAMBOA, ASSESSMENT/COLLECTIONS CLERK III
 DATE: SEPTEMBER 11, 2023
 SUBJECT: 2023 Water Service Charge Reclassification Protest Hearing

The 2023 Water Service Charge (WSC) protests have been reviewed by staff and the staff recommendations are detailed on the attached pages.

As per Section 75-18.8.1 NMSA 1978, and Rule 24, the individuals filing the protests have been notified of the proposed recommendations.

Staff recommendations have been indicated in the 'Approved Exemption Acreage' column on the far-right hand of the page. Any Protestor who disagrees with the MRGCD staff recommendations are given the opportunity to appear before the Board and show cause as to why the Water Service Charge reclassification recommendation is incorrect and should be changed. Any protest will not be approved, until outstanding balances have been paid. (Per Water Service Charge Resolution M-09-12-11-113)

Staff recommends removing 200.21 acres from the Water Service Charge assessment. Using the current assessment amount of \$43.82 per acre, this will reduce revenues by \$8,773.21.

In addition, Water Service Charge contracts totaling 95.09 acres have been added to the assessment base for 2023. This will add \$4,166.85 to the revenues using the \$43.82 per acre fee.

The net revenue decrease is -\$4,606.36.

STAFF RECOMMENDS APPROVAL OF THE SUMMARY OF PROTEST FINDINGS REFLECTED ON THE ATTACHED PAGES.

COUNTY	APPROVED EXEMPTION	WSC ACREAGE ADDED
SANDOVAL	13.99	0.27
BERNALILLO	33.83	29.24
VALENCIA	95.74	39.97
SOCORRO	56.65	19.61
TOTALS	200.21	95.09

P.O. Box 381
 87103-0381
 1901 Second St. SW
 Albuquerque, NM
 87102-4515
 505.247.0226
 Fax # 505.243.7300

71 Director Kelly made the **MOTION TO APPROVE THE RECOMMENDATIONS BY THE**
 72 **STAFF PER THE SUMMARY OF PROTEST FINDINGS.** Seconded by Director Barbara Baca.
 73 The **MOTION CARRIED UNANIMOUSLY.**

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 75 **AGENDA ITEM NO. 5 - Reconvene Regular Board Meeting**

76
 77 The chair reconvened the regular meeting at 3:19 p.m.

78
 79 **AGENDA ITEM NO. 6 - Update on the 2023 MRGCD Board of Directors Election - Eli**
 80 **Lovato, Election Director, Automated Election Services**

81
 82 Eli Lovato gave an update on the 2023 MRGCD Board of Directors Election. He said absentee
 83 was underway and they issued 76 ballots so far with only two returned ballots. He announced
 84 that tabulator certification would be on September 13th. He said they would be setting up for
 85 the early voting sites on the 15th. He said they were only a few positions left to fill.

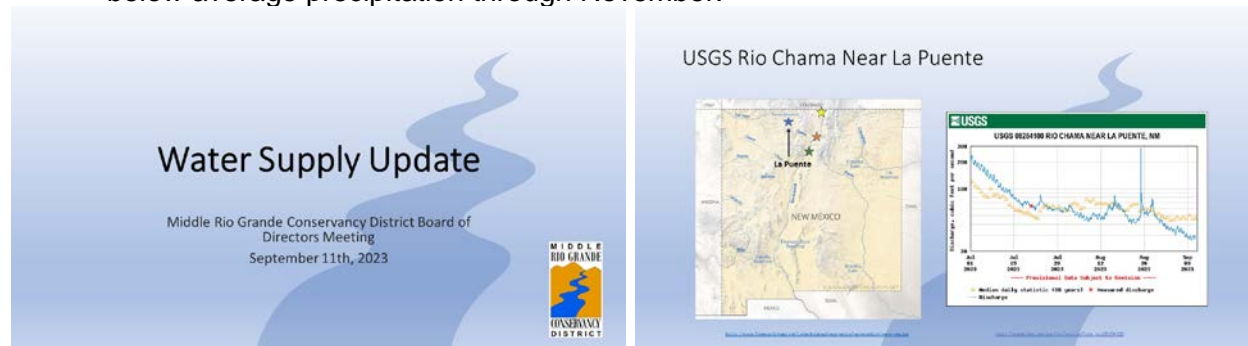
86
 87 Vice Chair Dunning asked since Bernalillo County has given permission to use their Los
 88 Ranchos polling site that they use if they are planning to charge the District to use it. Mr. Lovato
 89 said the county gave permission to use it and at no charge.

90
 91 **AGENDA ITEM NO. 7 - Update on the 2023 Irrigation Season**

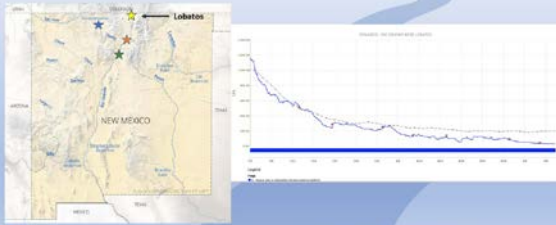
92
 93 **a. Report on the Water Supply Conditions - Anne Marken, Water Ops Division**
 94 **Manager**

95
 96 Ms. Marken began with defining the types of water to be discussed. She continued
 97 stating above average temperatures and below average rainfall persisted through
 98 August and early September and that was reflected in the lower river flows throughout
 99 the basin. She said inflows in the middle valley were 310 CFS, and only 220 CFS were
 100 available for MRGCD irrigators, which most would be used for senior prior and
 101 paramount lands of the six middle Rio Grande pueblos. Ms. Marken reiterated that BIA
 102 made all the decisions regarding prior and paramount releases. She also added the
 103 pueblos had about 14,000 acre feet of water stored in Abiquiu. She displayed and
 104 explained a number of hydrographs of CFS at different gauges. She stated that
 105 MRGCD was unable to store native Rio Grande water this year mostly due to the
 106 construction at El Vado. She expressed they were entirely reliant on the native Rio
 107 Grande inflows to meet irrigation demand.

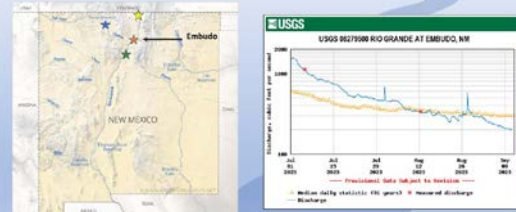
108
 109 Ms. Marken said cooler weather was forecasted for the next week and there was a good
 110 chance for widespread rainstorms. She said if they get in-flows, they will divert it where
 111 they could. She said the 90-day outlook showed above average temperatures and
 112 below average precipitation through November.



Colorado DWR Rio Grande Near Lobatos

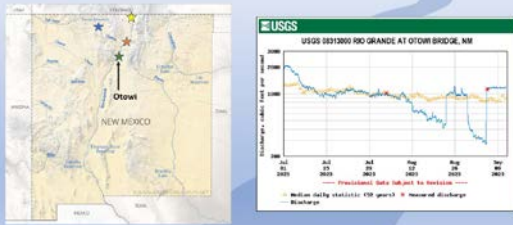


USGS Rio Grande at Embudo



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USGS Rio Grande at Otowi Bridge

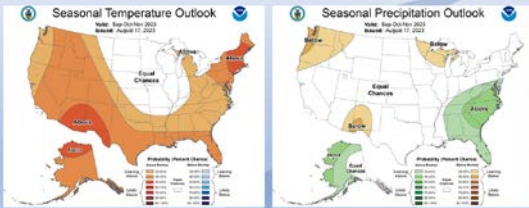


National Weather NM Temperature and Precipitation Forecast Table

Location	Maximum Temperature							Probability of Precipitation						
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Albuquerque	86	73	74	78	81	81	83	70	60	50	40	30	20	10
Santa Fe	77	66	71	74	76	77	79	50	40	30	20	10	0	10
Farmington	83	73	76	76	78	80	83	60	50	40	30	20	10	0
Chilly	80	74	72	74	77	79	80	60	50	40	30	20	10	0
Grants	80	71	71	74	76	78	80	60	50	40	30	20	10	0
Clayton	63	67	70	70	71	71	76	80	40	30	20	10	0	0
Raton	62	66	70	71	69	70	75	80	40	30	20	10	0	0
Las Vegas	66	62	71	72	72	71	75	80	40	30	20	10	0	0
Meriarty	78	66	72	75	77	76	79	70	60	50	40	30	20	10
Tucuman	74	69	78	78	77	75	80	60	50	40	30	20	10	0
Clovis	76	67	77	81	79	75	80	70	60	50	40	30	20	10
Roswell	83	74	82	85	85	82	85	60	50	40	30	20	10	0
Secorio	88	76	77	81	83	83	86	70	60	50	40	30	20	10
Chama	64	61	63	65	67	70	73	90	70	60	50	40	30	20
Taos	67	65	66	69	71	72	76	70	60	50	40	30	20	10
Angel Fire	69	66	61	64	64	65	67	80	70	60	50	40	30	20
Los Alamos	71	62	67	69	71	72	76	70	60	50	40	30	20	10
Ruidoso	76	66	69	71	74	73	73	70	60	50	40	30	20	10
Quemado	79	71	68	72	75	77	78	80	60	50	40	30	20	10

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National Weather Service 90 Day Outlook



Questions?

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b. Status Report on Water Distribution - Matt Martinez, Water Distribution Division Manager

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Mr. Martinez said the only storage water available to water users were depleted. He said the remaining water would be first delivered to the six middle Rio Grande prior and paramount lands, but they would do whatever they could to deliver any excess water. He said if rain increase was available, they would resume delivery to non-pueblo lands north of Isleta Pueblo. Mr. Martinez said they found out it took 300 CFS below the Angostura Diversion Dam to provide the water level for pumps to operate. He said when the temporary boost came from rain in August, they tried to make water deliveries to disadvantaged areas who went the longest without water. He said a 10-day pueblo rotation was implemented to rotate a full supply of water to each pueblo for a certain amount of days based on each pueblo's prior and paramount acreage. Mr. Martinez assured the ISOs would provide advanced notice of water availability if any available water rotated through the system.

Director Duggins inquired about the 10-day rotation. Mr. Martinez said the full water supply was designated for the first five locations, for five days, and then would shift south for a day and a half and then to Isleta Pueblo for four days, and then would start back at the top.

138
 139 Director Kelly asked what would happen if all the water would get moved down to
 140 Elephant Butte for compact deliveries in November. Mr. Casuga said there was a
 141 process for that, and they were working on it. He said the middle valley needed to fulfill
 142 their obligation at Elephant Butte and it stops there.
 143

144 Madam Chair Russo Baca asked how they were communicating about the P&P water
 145 and information on deliveries with irrigators. Mr. Martinez stated they were giving
 146 information through their ISOs, printing and circulating, website postings, and texts. He
 147 said they were also going to put tags on turnouts but were open to suggestions.
 148

149 **AGENDA ITEM NO.8 - ITEMS FROM THE FLOOR (Comments are limited to six (6)**
 150 **minutes)**

151 **Martin Haynes**

152
 153
 154 Mr. Haynes said there were multiple allegations against the District in the way they handled their
 155 water in the Journal. He suggested using the PR person on staff to counter those allegations
 156 and send a clear and true message. He said he hoped 13(c) negotiations would not be made
 157 on the backs of people that were paying service charges. He also said irrigators in the Corrales
 158 Main were the ones getting hurt the most right now. He stated if water was not being delivered
 159 because of not being able to get water to the pumps, they needed to make sure the siphon was
 160 done that year or figure out a way to raise checks at Angostura to get water to the pumps.
 161

162 **Dan Krupiak**

163
 164 Mr. Krupiak said a portion of his property off Guadalupe Trail in the north valley borders the
 165 Harwood Lateral. The Conservancy told him the ditch right-of-way was 30 feet from the
 166 centerline of the ditch to his property line, but his survey did not show that. He said MRGCD
 167 had not produced any paperwork to show it. He gave the Board some papers on the subject.
 168

169 Madam Chair Russo Baca said Mr. Casuga would be getting in touch with him on the matter.
 170

171 **Mark Sanchez**

172
 173 Mr. Sanchez thanked the ISOs and supervisors, stating they went out of their way to get them
 174 water when it was available. He said he and his brother usually harvested at the same time but
 175 were now two weeks out of sync. He said they had never had that problem in 60 years.
 176

177 **Don Simpson**

178
 179 Mr. Simpson suggested that instead of running the water dry and recharging, they could run
 180 some water now with P&P to get it out a little further. Mr. Simpson also asked the status of El
 181 Vado.
 182

183 Mr. Casuga explained that the water was stored in Abiquiu whereas normally it would be stored
 184 in El Vado based on an agreement by the Rio Grande compact and was under certain privileges
 185 of how it would be used. Mr. Casuga added that the diversions now were half of what they used
 186 to be 20 years ago and that El Vado was under construction until at least 2026.
 187

188 Chair Russo Baca directed Mr. Casuga to work on a press release to further explain.
 189

190 **AGENDA ITEM NO. 9 - REPORT(S) FROM THE HUMAN RESOURCES DEPARTMENT -**
 191 **Christine L. Nardi, MBA**

192 **a. Introduction of MRGCD New Hires**

193 Ms. Nardi announced MRGCD new hires including a medium equipment operator in
 194 Albuquerque and an agricultural irrigation specialist at the general office. She also
 195 announced new promotions, including light equipment operator to medium equipment
 196 operator in Belen Division and medium equipment operator to heavy equipment operator
 197 in Socorro. She stated the vacancy rate now stood at 9.6%.
 198
 199

Belen Division

KEVIN	LENTE	MEDIUM EQUIPMENT OPERATOR	08/21/2023 PROMOTION
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Socorro Division

CURTIS	GREENWOOD	HEAVY EQUIPMENT OPERATOR	09/04/2023 PROMOTION
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Albuquerque Division

KENNETH	SERNA	MEDIUM EQUIPMENT OPERATOR	09/18/2023
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General Office

JOSE	CONTRERAS-ALVARADO	AGRICULTURE IRRIGATION SPECIALIST	10/2/2023
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200
 201 **AGENDA ITEM NO. 10 - REPORT(S) FROM THE PROCUREMENT OFFICER - Richard**
 202 **DeLoia, CPO**

203
 204 **a. Consideration/Approval for the Socorro Main Canal Channel Lining Project**
 205 **Construction (Water Trust Board Funded) - Alicia Lopez, Engineering & Mapping**
 206 **Manager**

207
 208 Tyler Ashton said they had two bidders and CF Padilla was the lower bidder. Ms. Lopez
 209 said they agreed with Wilson & Company's recommendation and awarded construction
 210 to CF Padilla for the shotcrete lining for 5,000 feet of the Socorro Main Canal.
 211

212 Mr. Casuga reiterated that the money from the Water Trust Board was in the amount
 213 needed to design all of the Socorro Main north section, so the funds were already
 214 secured. He said the remaining funds would be used for construction.
 215

216 Director Kelly asked if there were any issues bonding the project. Mr. Clay Padilla, CF
 217 Padilla owner, said there was no issue with bonding. He congratulated them on their low
 218 bid but wondered if they had any reservations given the fact that they left \$600,000 on
 219 the table. Mr. Padilla said he was confident in the project.
 220

221 Director Kelly made the **MOTION TO AWARD THE CONTRACT TO CF**
 222 **PADILLA FOR THE BASE BID AMOUNT PLUS APPROPRIATE TAXES.** Seconded
 223 by Director Sandoval. The **MOTION CARRIED UNANIMOUSLY.**
 224

225 **b. Consideration/Approval for the Socorro Man Canal Channel Lining Project**
 226 **Construction Management (Water Trust Board Funded) - Alicia Lopez, Engineering**
 227 **& Mapping Manager**
 228

229 Ms. Lopez asked for approval for the construction administration of the Socorro Main
 230 Canal Channel lining reconstruction project phase one, which would also be carried out
 231 by Wilson & Company to carry out the construction, administration, testing, and
 232 inspection of the first phase.

233
 234 Director Kelly made the **MOTION TO APPROVE THE TASK ORDER WITH**
 235 **WILSON & COMPANY FOR THE SOCORRO MAIN CANAL, NORTH CHANNEL**
 236 **LINING CONSTRUCTION ADMINISTRATION.** Seconded by Vice Chair Dunning. The
 237 **MOTION CARRIED UNANIMOUSLY.**

238
 239 **c. Consideration/Approval for the MRGCD Centennial Documentary - Casey Ish,**
 240 **Conservation Program Supervisor**

241
 242 Casey Ish stated the District is seeking approval for the Centennial Documentary. This
 243 project was determined to be a Sole Source Procurement pursuant to NM procurement
 244 law 13-1-126 NMSA It was posted for 30 days without protest on the State of New
 245 Mexico's website prior to any award. He said the vendor was Aracely Chapa, a
 246 professional cinematographer.

247
 248 Vice Chair Dunning asked about sole sourcing and what that meant. She also asked
 249 about a showing of the movie. Mr. Casuga explained it allowed the public to determine if
 250 there was somebody else capable of doing the job. On the subject of the movie
 251 showing, Mr. Ish said they ran into scheduling conflicts but may send out a link to watch
 252 it.

253
 254 Director Duggins asked what the movie would do for MRGCD. Mr. Ish said it would
 255 show that they had come a long way from where they started. Mr. Casuga said there
 256 was a need to honor the middle valley and its culture.

257
 258 Director Barbara Baca thought there's true value in educating the community about the
 259 good work that this agency does and with the celebration of 100 years said it was a
 260 perfect opportunity to do that and talk about the importance of agriculture in the valley
 261 and how the organization responsibly manages the water.

262
 263 Vice Chair Dunning made the **MOTION TO APPROVE THE SOLE SOURCE**
 264 **AWARD OF A CONTRACT.** Seconded by Director Kelly. The **MOTION CARRIED**
 265 **UNANIMOUSLY.**

266
 267 **AGENDA ITEM NO. 11 - REPORT(S) FROM THE OF THE INTERIOR -**

268
 269 **a. Bureau of Reclamation - Jennifer Faler, Area Manager**

270
 271 Jennifer Faler said they requested Inflation Reduction Act funding and were optimistic.
 272 She said they also requested funding from the National Fish and Wildlife Foundation.
 273 She noted that the contractor was grouting at El Vado and even working on weekends to
 274 get it done. Ms. Faler said MRGCD was working with BOR, Albuquerque-Bernalillo
 275 County Water Authority, and Corps of Engineers to be able to store water in Abiquiu
 276 hopefully next year. She added that what MRGCD did for their constituents was unique
 277 and the movie would be a way to reach many people.
 278

279 Director Dunning asked if the intake valves at El Vado would fill with debris again next
 280 year or was there a way to prevent it from happening again. Ms. Faler said she believed
 281 they were in the process of installing curtains to try to capture woody debris.

282
 283 **b. Bureau of Indian Affairs - Sarah K. Delavan, Designated Engineer**
 284

285 Mr. Casuga said that he communicated quite often with Ms. Delavan and that she was
 286 highly capable.

287
 288 Dr. DuMars added that he would like to have a relationship with BIA and Dr. Delavan as
 289 they do with BOR and Ms. Faler.

290
 291 Dr. Sarah Delavan, the new designated engineer, stated she heard it was a tough job
 292 and water came with tension and frustration. She said most of her experience was with
 293 flood risk.

294
 295

296 **c. Discussion/Approval of the Agreement between the US Department of the Interior**
 297 **& the MRGCD for Operations & Maintenance on Newly Reclaimed Pueblo Lands -**
 298 **Jason M. Casuga, CE/CEO**
 299

300 Mr. Casuga talked about the negotiated contract with BIA. He said they would not be
 301 here if Eric Zamora had not stepped in and did things the way he did it. He said the
 302 negotiating groups all came together and he felt like they had a good document. Mr.
 303 Casuga said the contract had been reviewed by the Finance Committee and legal
 304 counsel.

305
 306

307 Vice Chair Dunning made the **MOTION TO APPROVE THE AGREEMENT**
 308 **BETWEEN THE US DEPARTMENT OF INTERIOR & MRGCD FOR O&M ON NEWLY**
 309 **RECLAIMED PUEBLO LANDS.** Seconded by Chair Russo Baca. The **MOTION**
 310 **CARRIED UNANIMOUSLY.**

311
 312

AGENDA ITEM NO. 12 - REPORT(S) FROM THE CHIEF OPERATING OFFICER - Eric
Zamora, PE

313
 314

a. Report on the Near North Valley Neighborhood Association Meeting to Discuss
Trail and Easement Issues, August 22, 2023 - Eric Zamora, COO and Director
Joaquin Baca

315
 316
 317

318 Mr. Zamora said one of the first major items of work was setting up meetings for a winter
 319 work list with each pueblo. He said Dr. Delavan would help coordinate that. He thanked
 320 Ms. Fanelli and her staff for their work implementing the new service request module.
 321 He said they would go live with that Monday, and it would provide electronic
 322 documentation of all service requests.

323
 324

325 Mr. Zamora said the Near North Valley Association Meeting would discuss trail,
 326 easement, and access issues. He said the Alameda Trail Project would continue
 327 through the south bank of the Alameda Chain. He stated they were coordinating with the
 328 Neighborhood Association on the conflict between pedestrians and motorized traffic and
 329 were also trying to figure out the appropriate point of a contact with Albuquerque.

329
 330

b. NM 147 Update - Eric Zamora, COO

331
332 Mr. Zamora explained they had a situation while they were trying to clean out the drain
333 underneath Highway 147 where an excavator fell into a sinkhole. He said they tried to
334 identify the issue and unblock the inlet of the drain but were not able to do so. He said
335 they then installed a cofferdam to pump the drain water back to the river. He stated they
336 were reviewing alternatives with Albuquerque Underground. Mr. Zamora explained that
337 they found there was no license for the crossing to DOT and determined it was an
338 MRGCD crossing.

339
340 Mr. Casuga said they were waiting on information to bring to the Board along with the
341 cost to fix it. He expressed that the stakes were high on it because the water elevation
342 of the drain left a portion of the west side irrigators north of 146 on the Pueblo of Isleta
343 unable to efficiently irrigate.

344
345 Director Kelly said he did not think they should wait until October to award a contract on
346 the issue and suggested a special board meeting. Mr. Casuga stated he would be
347 happy to have a special meeting.

348

349 **c. Albuquerque Levee Updates - Eric Zamora, COO**

350

351 Mr. Zamora said they had been in contact with WSP on the reconstruction of the Rio
352 Bravo Bridge Project. He noted they completed a 90% design submittal and review, and
353 it was brought to their attention that the water service elevation in the river of about 1
354 inch. He said they were attempting to meet with WSP and NMDOT to have more a more
355 detailed discussions on the potential impacts. Mr. Zamora stated they had a service
356 request related to bosque management and request for vegetation removal.

357

358 Mr. Casuga added that they would be exploring options for the removal and ways to
359 stockpile and burn it to eliminate a fire hazard.

360

361 Mr. Zamora said Ms. Corwin had been working on getting staff OSHA 30 certified. He
362 said she already conducted one training session and had another one coming up.

363

364 **d. MRGCD Division Manager Updates - Daniel Arquero, Cochiti Division Manager**

365

366 Mr. Arquero said his division covered from the Cochiti Dam up to Bernalillo at 550
367 serving four pueblos now: Cochiti, Santo Domingo, San Felipe and Santa Ana. They
368 have been working on O&M operations.

369

370 Mr. Casuga added that Eric Zamora would be rotating the division managers once a
371 month so they could get in the habit of being able to talk to the Board about what they
372 were doing.

373

374 Director Kelly asked if they were having any issues with non-pueblo irrigators tapping
375 into P&P water at midnight and what new piece of equipment did they need to put in the
376 budget for the next year. Mr. Arquero said they've had a few calls, but it had been
377 relatively quiet; and he felt the Cochiti Division needed a new D5 dozer backhoe.

378

379 Mr. Zamora updated the board regarding different requests such as vegetation removal.
380 Discussion ensued regarding the amount of work, the type of equipment that will be
381 required is beyond what the District has/does. He stated they are reaching out to other

382 agencies on how to best manage this issue of unmanaged bosque that has been a
383 problem.

384
385 He added some good news as LeeAnn Corwin, the District's Safety Manager, has been
386 working on getting the field staff OSHA 30 certified with upcoming training courses.
387

388 **AGENDA ITEM NO. 13 - REPORT(S) FROM THE CHIEF ENGINEER - Jason M. Casuga, PE**

389
390 **a. Consideration/Approval of MOA among Bureau of Reclamation and the MRGCD**
391 **and the National Fish and Wildlife Foundation concerning Middle Rio Grande**
392 **Native Water Leasing and Habitat Restoration Pilot Program - Casey Ish,**
393 **Conservation Program Supervisor**

394
395 Casey Ish said the updated Memorandum of Agreement (MOA) had terms to now match
396 the cooperative agreement which was extended to 2024. He said the MOA incorporated
397 references to several pilot program activities developed subsequent of the original MOA.
398

399 Mr. Casuga stated that under the native water leasing program there was a cap on the
400 acreage and was voluntary. He said they still had checks and balances in place for
401 anyone who wanted to come back and access the program less than 10 acres. He said
402 the goal of the program was to target small acre plots and it seemed to be working.
403

404 Mr. Ish added that the conservation program did surveying, and it showed that the
405 flexibility it offered was appreciated. He said the new MOA was going to further build
406 MRGCD's capacity to bring up the on-farm program piece to improve application of
407 water for farmers.
408

409 Vice Chair Dunning made the **MOTION TO APPROVE THE MOA BETWEEN**
410 **BOR, MRGCD, AND NFWF CONCERNING THE MIDDLE RIO GRANDE NATIVE**
411 **WATER LEASING AND HABITAT RESTORATION PILOT PROGRAM.** Seconded by
412 Madam Chair Russo Baca. **4 IN FAVOR / 1 OPPOSED / 0 ABSTENTION. MOTION**
413 **CARRIES.**

414
415 *Director Sandoval left the meeting due to pueblo restrictions prior to the above motion.*
416

417 **b. Consideration/Approval of Resolution BD-09-11-23-56 Regarding Replacement of**
418 **a Member of the Board of Directors upon a Vacancy - Jason M. Casuga, CE/CEO**

419
420 The resolution was provided to the board in their packets, stating that in case of vacancy
421 through death, resignation, removal from the district or failure of any elected director to
422 qualify, the remaining members of the board shall, by majority vote, fill such vacancy.
423 The person selected to fill such vacancy shall hold such position until the next election of
424 directors in such district. At the next election of directors of such district, following a
425 vacancy, a director shall be elected to fill such vacancy. Board of Directors of the Middle
426 Rio Grande Conservancy District (MRGCD) determines that it is in the best interest of
427 the MRGCD to adopt a process to fill a vacancy on the Board.
428

429 Director Kelly made the **MOTION TO APPROVE RESOLUTION BD-09-11-23-56**
430 **REGARDING REPLACEMENT OF A MEMBER OF THE BOARD OF DIRECTORS**
431 **UPON A VACANCY.** Seconded by Vice Chair Dunning. The **MOTION CARRIED**
432 **UNANIMOUSLY.**
433

434 **c. Update on the MRGCD Centennial Luncheon, August 21, 2023 - Amanda Molina,**
 435 **PIO, Yasmeen Najmi, Planner, Director Joaquin Baca and Jason M. Casuga,**
 436 **CE/CEO**
 437

438 Mr. Casuga said there were invitations spread throughout the valley to local leaders,
 439 state and federal representatives, legislators, past and present board members and they
 440 were starting to get RSVPs. He mentioned there was a 220 person cap, so registration
 441 would cease when they hit that number. Mr. Casuga reminded the Board that the 100-
 442 year Centennial was for the original Conservancy Act and Mr. Fleck would be discussing
 443 the history of it. He also mentioned that Director Kelly suggested they have a screen on
 444 stage to display the names of elected officials instead of going through and naming all of
 445 them to save time.
 446

447 Director Kelly made the **MOTION TO EXTEND THE MEETING.** Seconded by
 448 Vice Chair Dunning. The **MOTION CARRIED UNANIMOUSLY.**
 449

450 **d. Report on the Atrisco Acequia Madre Master Plan, September 5, 2023 - Jason M.**
 451 **Casuga, CE/CEO, Yasmeen Najmi, Planner and Director Barbara Baca**
 452

453 Yasmeen Najmi gave an update on the Atrisco Acequia Madre Master Plan. She said
 454 they were close to a final plan. She explained the purpose of the project was to develop
 455 an outdoor education site to celebrate and educate about acequias and agriculture in the
 456 valley. She said they had a general concept design which included gateway elements,
 457 education, trail connections, seeding areas, artwork, etc. Ms. Najmi said they planned to
 458 work with one of their on-call contractors and anticipated coming back to the Board in
 459 November with more information.
 460

461 Mr. Casuga stated that when they come back to present the plan they will be looking for
 462 endorsement from the Board.
 463

464 **e. Report on the San Juan-Chama Project Contractors Association Annual**
 465 **Workshop, Meeting & Field Trip, August 23-25, 2023 - Jason M. Casuga, CE/CEO,**
 466 **Casey Ish, Conservation Program Supervisor and Ashley Veihl, Water Resource**
 467 **Specialist**
 468

469 Ashley Veihl explained the purpose of the workshop was to view and discuss wildfire
 470 mitigation and source watershed to understand the complexities of land management
 471 jurisdictions, foster cross-boundary planning, and implementation opportunities and
 472 research efforts. She said they got to meet with other land and water managers and
 473 discussed future collaborations, had an introduction to the landscape and learned how
 474 land management decisions in the source watersheds basins affected water quality, met
 475 with forest managers, toured multiple ranches, and heard a presentations from John
 476 Fleck on water shortage sharing and future water availability projections and Steve
 477 Bassett on treatments.
 478

479 Mr. Casuga added that the amount of private land and how valuable it is from a
 480 watershed standpoint was not unknown by private landowners and they were willing to
 481 take steps to protect their land. He said they had to find a way to make it easier for
 482 private landowners to connect to federal dollars and get New Mexico to see the value of
 483 taking New Mexico dollars across the Colorado line to connect with some federal dollars.

Report on the SJCPA Annual Workshop

Pagosa Springs, CO
August 23rd-25th

Middle Rio Grande Conservancy District Board of Directors Meeting
September 11th, 2023



Purpose & Attendance

- Purpose
 - View and discuss forest and watershed work in source watersheds
 - Understand land management jurisdictions
 - Foster cross-boundary planning
 - Network with CO and NM forest and water managers
- Jason Casuga, Anne Marken, Casey Ish, Ashley Veihl



484

Wednesday, August 23rd

- Travel day to Pagosa Springs
- Social networking at Motel SoCo

Thursday, August 24th

- Introduction to landscape
 - Blanco, Navajo, and Little Navajo basins contain major tributaries to San Juan River
 - Catastrophic wildfire in area would affect downstream water quality
 - Increase erosion
 - Higher sediment deposition
 - Reduced ability for soils to recharge aquifers



485

Tour of Knight Ranch by Tucker Knight

- Mastication and prescribed burn treatment plan
 - Aimed to clear understory of gambel oak
 - Stop #1: Recent treatment area
 - Mastication – slash left for nitrogen decomposition
 - Stop #2: Post-year treatment
 - Regrowth of oak and grasses, prepping for rx burn
 - Burn 3 years post-treatment, results for 10-15 years
 - Cost: ~\$3k/acre with road access, otherwise ~\$6k/acre



Tour of Sombrilla Springs Ranch by Sandlin Niccum

- Treatment of aspen and dry-mixed conifers
 - Regrowth rate is slower so treatment includes mastication without rx burn
 - Cost-share between landowners and land/water managers
 - Increased wildlife sightings
- EOD presentations
 - John Fleck (UNM; Utton Center) – Water shortage sharing and projections on future water availability
 - Steve Bassett (TNC) – Maps on treatments within the 3 basins



486

Friday, August 25th

- Tour of Banded Peaks Ranch by Tim Haarmann, caretaker of ranch
 - Strategic thinning for snowpack retention
 - Shade and wind breaks slow melting but trees can intercept snowfall
 - History of ranch and its conservation easement
 - Runoff and debris flow
 - Cloud seeding
 - 10-15% more precipitation from seedable storms
- Travel back to ABQ



Lessons Learned

- ~152,000 acres of land make up the three basins.
- ~16% of that is deemed “capable” of being treated.
- It is expected to cost ~\$42,000,000 to treat that 16%
- This is an investment in “green infrastructure”, no different than investing in pump stations or canal lining.
- MRGCD is stepping up by doubling our annual contribution, but all Contractors and the States of Colorado and New Mexico need to do more to help with local match on big Federal Dollars

487

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498

f. Update on the Six Middle Rio Grande Pueblo Coalition Meeting, September 8, 2023 - Jason M. Casuga, CE/CEO and Chair Russo Baca

Madam Chair Russo Baca said Mr. Casuga did an excellent job responding to some tough criticism and it was one of the most well attended coalition meetings in a long time.

Mr. Casuga stated they covered the BIA agreement and gave a water update. He noted it was the first time hearing some of the feedback they received at the meeting.

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g. Upcoming Events

1. **NM Water Law Conference, Santa Fe, NM - September 18-19, 2023**
2. **Inaugural Meeting Coalition of Rio Grande Water Users, Hotel Santa Fe - October 3-5, 2023**
3. **Great NM Chile Taste-Off, City of Socorro Rodeo & Sports Complex - October 7, 2023**
4. **Latinos Farmers & Ranchers International El Congreso 2023, Isleta Resort & Casino - October 26-28, 2023**
5. **2023 CRWUA Conference, Paris Las Vegas Hotel - December 13-15, 2023**

AGENDA ITEM NO. 14 - REPORT(S) FROM THE MRGCD ATTORNEY(S) - Chief Water Counsel or General Counsel

Dr. DuMars discussed the Ohkay Owingeh Pueblo case. He said there was talk of trying to work their storage agreement into their settlement solution, but that was not acceptable. He said they were also having trouble getting the federal language for the proposal.

Mr. Casuga noted there was work to be done on the legislation and they would bring a draft agreement to the Board.

Dr. DuMars said they were still exchanging drafts on Abiquiu and potential storage, but they were going to get there. He said the WEG suit was put on hold. He said he thought the real problem was they wanted a structural solution and MRGCD wanted a practical solution.

Director Kelly agreed with Mr. Haynes that they needed to address and correct what was written in the newspaper.

AGENDA ITEM NO. 15 - REPORT(S) FROM THE BOARD

- a. **Report on the Conservation Advisory Committee Meeting, August 17, 2023 - Chair Russo Baca**

Madam Chair Russo Baca said the meeting went well with lots of great discussion. She said they discussed San Juan Chama water ending and harvest reports.

- b. **Report on the Meeting with Linda Stover, Bernalillo County Clerk, August 22, 2023 - Director Barbara Baca**

Director Barbara Baca said she did not meet with Ms. Stover, but they were ready to help however they could.

- c. **Report on the Meeting with Rep. Vasquez, August 24 & 25, 2023 - Chair Russo Baca**

Madam Chair Russo Baca said it was a great opportunity to talk about things important to MRGCD, agriculture, and how the farm bill might affect them. She said she did an on-farm tour with him and talked about some of the issues they were facing.

- d. **Report on the First Friday Regenerate the Valley Meeting, September 1, 2023 - Chair Russo Baca**

551 Madam Chair Russo Baca said they talked about how some of the local famers were
 552 looking for ways to conserve water. She said they had a good discussions.
 553

554 e. **Report on the Valencia County Commission Meeting, September 6, 2023 - Chair**
 555 **Russo Baca**

556
 557 Madam Chair said she was interested in attending the meeting because they were
 558 talking about some of the lawsuits with MRGCD. She felt that the District could continue
 559 to collaborate with Valencia County on any flood control measures that they are
 560 interested in taking and how we can offer support role in that.
 561

562 f. **Report on the Finance Committee Meeting, September 8, 2023 - Vice Chair**
 563 **Dunning and Directors Kelly and Barbara Baca**

564
 565 Vice Chair Dunning made the **MOTION TO APPROVE ALL REPORTS FROM THE**
 566 **BOARD.** Seconded by Director Kelly. The **MOTION CARRIED UNANIMOUSLY.**
 567

568 Director Kelly made the **MOTION TO GO INTO EXECUTIVE SESSION** at 6:40 p.m.
 569 Seconded by Vice Chair Dunning. Rollcall vote was administered with remaining members
 570 voting yes. The **MOTION CARRIED.**
 571

Director Barbara Baca	Yes	Vice Chair Dunning	Yes
Chair Russo Baca	Yes	Director Kelly	Yes
Director Duggins	Absent	Director Sandoval	Absent
Director Joaquin Baca	Absent		

572
 573 **AGENDA ITEM NO. 16 - EXECUTIVE SESSION**

574 a. NMSA 1978 Open Meetings Act, Section 10-15-1(H)2
 575 1. Limited Personnel Matters
 576

577 b. NMSA 1978 Open Meetings Act, Section 10-15-1(H)7
 578 1. Threatened or Pending Litigation
 579

580 Director Kelly made the **MOTION TO GO BACK INTO REGULAR SESSION** at 7:10
 581 p.m. Seconded by Vice Chair Dunning. The **MOTION CARRIED UNANIMOUSLY.**
 582

Director Barbara Baca	Yes	Vice Chair Dunning	Yes
Chair Russo Baca	Yes	Director Kelly	Yes
Director Duggins	Absent	Director Sandoval	Absent
Director Joaquin Baca	Absent		

583
 584 With no further comments, questions, or concerns, Madam Chair Russo Baca adjourned the
 585 meeting at 7:11 p.m.
 586

587 Approved to be the correct Minutes of the Board of Directors of September 11, 2023.
 588
 589

590 **ATTESTED:**

591
 592
 593 _____
 594 Pamela Fanelli, CMA, CGFM
 Secretary/Treasurer

591
 592
 593 _____
 594 Stephanie Russo Baca, Madam Chair
 MRGCD Board of Directors



Memorandum

To: MRGCD Chair Russo Baca and Board of Directors
Jason Casuga, CEO/CE
Pam Fanelli, CFO

From: Richard DeLoia, Chief Procurement Officer *RD*

Date: September 29, 2023

Re: APPROVAL FOR 1 TON TRUCK

After thorough review MRGCD staff is requesting approval for purchasing a 2023 Ford F350 1-ton pickup truck, 4x4, w/dual wheels, outfitted with a utility body to be used as a mechanics truck for the Cochiti division, per NM State Pricing Agreement #00-00000-20-00088.

VENDOR	2023 1TON PICK UP TRUCK 4X4 DUAL WHEELS W/UTILITY BED	UNIT COST (1 EACH)	GRAND TOTAL
POWER FORD	Make: Ford Model: F350	\$66,807.00	\$66,807.00

*State of NM automotive vehicles Trucks & SUV's Contract #00-00000-20-00088. *



**MEMORANDUM
LICENSING AND LANDS DEPARTMENT**

F.Y.I.

TO: Jason M. Casuga, P.E., Chief Executive Officer/Chief Engineer

THRU: Eric Zamora, P.E., Chief Operations Officer

FROM: Michael Padilla, Right-of-Way Supervisor

DATE: September 7, 2023

RE: M.R.G.C.D. Executed Licenses for September 2023

1. 020-2023Amd1(2-234-1998) – License amendment to change the Licensee name from E-Spire Communications to Unite Private Networks to take over responsibilities of an aerial utility crossing within the El Pueblo Lateral right-of-way.
2. 212-2023 –License with Public Service Company of New Mexico to install and maintain an aerial utility crossing and one 45’ class 4 utility pole within the Harwood Lateral right-of-way.
3. 218-2023 – Special Use License with FNF Construction Inc. to construct the NM 109 Jarales Bridge CN A302220 project within the Sanchez Interior Drain, Upper Arroyos Acequia, & New Belen Wasteway rights-of-way.
4. 239-2023Amd2(341-2022) – Special Use License amendment with Compass Engineering and Construction Services LLC to extend the expiration date to October 31, 2023, and to remove the phrase “and Maintain” from the license description and history.
5. 241-2023 – Special Use License with David Lambert to temporarily utilize the westerly maintenance bank of the Griegos Interior Drain right-of-way for access to equipment to remove material on private property.
6. 251-2023 – Special Use License with Rodgers and Company to discharge groundwater from dewatering operations for the development of a private well into the Chical Lateral right-of-way.

**MIDDLE RIO GRANDE CONSERVANCY DISTRICT
BOARD COMMITTEES
2021-2022**

DISTRICT TEMPORARY AG COMMITTEE

Vice Chair Russo Baca, Chair
Director Sandoval
Director Duggins

***DISTRICT TEMPORARY LICENSING
COMMITTEE***

Director Joaquin Baca, Chair
Vice Chair Russo Baca
Director Barbara Baca

**IRRIGATION/WATER BANK AND
ILLEGAL IRRIGATORS COMMITTEE**

Vice Chair Russo Baca, Chair
Director Sandoval
Director Duggins

LEGISLATIVE COMMITTEE

John Thompson, MRGCD Lobbyist
Director Barbara Baca, Chair
Vice Chair Stephanie Russo Baca
Director Joaquin Baca

ELECTION COMMITTEE

Director Sandoval, Chair
Director Dunning
Director Joaquin Baca

**WATER PROTECTION /USBOR / FWS &
ESA COMMITTEE**

Vice Chair Stephanie Russo Baca, Chair
Director Joaquin Baca
Director Sandoval

PERSONNEL COMMITTEE

Director Dunning, Chair
Director Kelly
Director Barbara Baca

BUDGET COMMITTEE

All Board members attend Budget
Sessions

**FINANCE/AUDIT EXIT COMMITTEE
AND ENDOWMENT FUND**

Director Kelly, Chair
Chair Karen Dunning
Director Barbara Baca

DISTRICT URBAN ISSUES COMMITTEE

Director Joaquin Baca, Chair
Vice Chair Russo Baca
Director Barbara Baca

**BIA NEGOTIATION COMMITTEE
(REINSTATED)**

Director Sandoval, Chair
Vice Chair Russo Baca
Director Duggins

**MID-REGION COUNCIL OF
GOVERNMENTS (MRCOG)
REPRESENTATIVES**

Director Baca, Executive Committee
Director Dunning, Alternate
Mike Hamman, TPTG



BUREAU OF RECLAMATION

Oct 4, 2023 data

Reservoir Storage Status

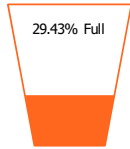
Heron

(Full) Active Conservation



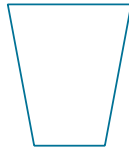
401,000 acre-ft

Current Content



117,999 acre-ft

MRGCD



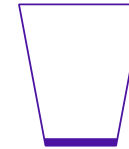
0 acre-ft

ABCWUA



66,578 acre-ft

Other SJC Contractors



15,404 acre-ft

Project Storage



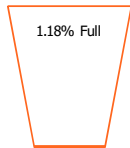
35,666 acre-ft

(Full) Restricted Conservation*



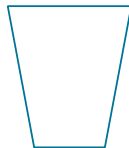
184,343 acre-ft

Current Content



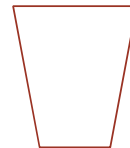
2,175 acre-ft

MRGCD SJC & EDW



0 acre-ft

Prior and Paramount



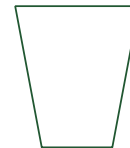
0 acre-ft

Other SJC Contractors



593 acre-ft

Rio Grande & USBR EDW



-0 acre-ft

El Vado

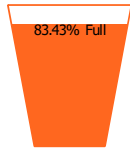
Abiquiu

Full (Active Conservation)



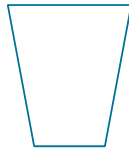
184,753 acre-ft

Current Content



154,133 acre-ft

MRGCD SJC



0 acre-ft

ABCWUA



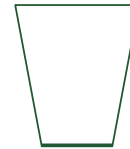
72,710 acre-ft

Other SJC Contractors



14,475 acre-ft

USBR



2,692 acre-ft

Cochiti

Current Content



97,142 acre-ft

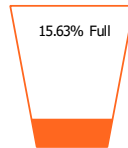
Full (Active Conservation)**



2,249,520 acre-ft

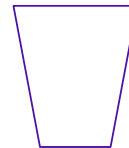
Elephant Butte and Caballo

Combined Current Content



351,567 acre-ft

SJC Content***



0 acre-ft

* 172,656 AF 06/01 - 09/30 unless waiver requested. Otherwise, reported number.

** Varies by time of year. Reported number is for 04/01 - 09/30.

*** Max San Juan-Chama storage in Elephant Butte is 50,000 AF.

Total reservoir content may include incidental storage of water in transit.

MRGCD BOARD MEETING (10-5-2023)

1. Heron Summary

Content: 117,999 ac-ft (10/5)
Azotea tunnel: 0 cfs
Total SJC inflow year-to-date: 141,845 ac-ft
Currently releasing: 100 cfs
Current MRGCD storage: 0 ac-ft

2. El Vado Summary

- A. Total storage (all contractors and natural): 2,194 ac-ft (10/4)
 - B. Native in El Vado: 1,598 ac-ft
 - C. MRGCD's SJ-C storage in El Vado: 0 ac-ft
 - D. P & P: 0 ac-ft
 - E. All other SJ-C contractors: 596 ac-ft
- Current release is 100 cfs RG Inflow is 25-40 cfs

3. Storage in Abiquiu

Content: 153,455 ac-ft (10/4)
MRGCD's SJ-C storage: 0 ac-ft
P&P: 13,602 ac-ft
Temporary flood storage (native): 51,802 ac-ft

Total water released for minnow to date in 2023: 11,574 ac-ft

Locked in flood storage is being moved from Abiquiu to Cochiti; release from Cochiti will begin November 1



Memorandum

To: MRGCD Chair Russo-Baca and Board of Directors

Through: Jason M. Casuga, Chief Engineer/CEO

From: Human Resources

Date: October 9, 2023

Re: Introduction of New Hires and Job/Title Changes

General Office

PAUL	ARAGON	IRRIGATION SYSTEMS OPERATOR	10/2/2023
MICHAEL	PADILLA	RIGHT-OF-WAY SUPERVISOR	10/2/2023 PROMOTION

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
MIDDLE RIO GRANDE CONSERVANCY DISTRICT**

Adoption of Amended Budget for Fiscal Year 2024 (07-01-23 to 06-30-24)

No. BA-10-09-23-92

WHEREAS, staff of the Middle Rio Grande Conservancy District, State of New Mexico ("MRGCD"), has developed a budget for fiscal year 2023/2024; and

WHEREAS, said budget was adopted by the Governing Body of the Middle Rio Grande Conservancy District on May 8, 2023; and

WHEREAS, the Local Government Division of the Department of Finance and Administration approved said budget; and

WHEREAS, due to the unforeseen collapse of the culvert crossing of NM Hwy 147 at the Isleta Riverside Drain and additional unanticipated crossing damages at the Albuquerque Main Canal at station 400+00 and the Bosque 2 Lateral at station 30+00, The Middle Rio Grande Conservancy District will need to replace this infrastructure to retain their functionality for water conveyance; and

WHEREAS, the Middle Rio Grande Conservancy District needs to increase appropriations for expenditures that have not been included in the original budget; and

WHEREAS, the Middle Rio Grande Conservancy District needs to increase the appropriations by \$3,100,000; and

WHEREAS, the Middle Rio Grande Conservancy District will pull \$2,300,000 from the Capital Surplus cash account and \$800,000 will come from the Capital Investment Fund.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors, being the Governing Body of the MRGCD, approves the amendment to the Fiscal Year 2024 budget and instructs the Chief Executive Officer and the Chief Financial Officer to submit the amended budget to the Local Government Division of the Department of Finance and Administration for approval.

RESOLVED: in session this 9th day of October 2023.

MIDDLE RIO GRANDE CONSERVANCY DISTRICT

Chair of the Board

Vice Chair of the Board

At Large Director

Board of Director

Board of Director

Board of Director

Board of Director

Pamela Fanelli, CMA, CGFM
CFO/Secretary-Treasurer

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
MIDDLE RIO GRANDE CONSERVANCY DISTRICT**

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RESOLVED: in session this 9th day of October 2023.

MIDDLE RIO GRANDE CONSERVANCY DISTRICT

Chair

Vice-Chair

Director

John P. Kelly, Director

Joaquin Baca, Director

Glen Duggins, Director

Michael T. Sandoval, Director

Pamela Fanelli, CMA, CGFM
CFO/Secretary-Treasurer

RESOLUTION NO. M-10-09-23-203

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

WHEREAS, the Middle Rio Grande Conservancy District (MRGCD) ("Governmental Unit") is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-1 through 6-21-31, NMSA 1978 ("Act"), and the Board of Directors of MRGCD ("Governing Body") is authorized to borrow funds and/or issue bonds for financing of public projects for benefit of the Governmental Unit; and

WHEREAS, the New Mexico Finance Authority ("Authority") has instituted a program for financing of projects from the public project revolving fund created under the Act and has developed an application procedure whereby the Governing Body may submit an application ("Application") for financial assistance from the Authority for public projects; and

WHEREAS, the Governing Body intends to undertake acquisition, construction and improvement of Heavy, Medium and Light Equipment ("Project") for the benefit of the Governmental unit and its citizens; and

WHEREAS, the application prescribed by the Authority has been completed and submitted to the Governing Body and this resolution approving submission of the completed Application to the Authority for its consideration and review is required as part of the Application.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE
_____:

Section 1. That all action (not consistent with the provision hereof) heretofore taken by the Governing body and the officers and employees thereof directed toward the Application and the Project, be and the same is hereby ratified, approved and confirmed.

Section 2. That the completed Application submitted to the Governing Body, be and the same is hereby approved and confirmed.

Section 3. That the officers and employees of the Governing Body are hereby directed and requested to submit the completed Application to the Authority for its review, and are further authorized to take such other action as may be requested by the Authority in its consideration and review of the Application and to further proceed with arrangements for financing the Project.

Section 4. All acts and resolutions in conflict with this resolution are hereby rescinded, annulled and repealed.

Section 5. This resolution shall take effect immediately upon its adoption.

PASSES APPROVED AND ADOPTED this _____ day of _____, 200__.

GOVERNING BODY

By _____
Authorized Officer

(Seal)

ATTEST:

Authorized Officer



**NEW MEXICO
FINANCE AUTHORITY**

NMFA Use Only:	
App. #:	-PP
FA assigned:	
Legislative Authorization	

**PUBLIC PROJECT REVOLVING FUND
EQUIPMENT APPLICATION**

I. GENERAL INFORMATION

A. APPLICANT /ENTITY

		Application Date:	
Applicant/Entity:	Middle Rio Grande Conservancy District		
Address:	1931 2nd Street SW Albuquerque NM 87102		
County	Bernalillo	Census Tract:	
Federal Employer Identification Number (EIN) as issued by the IRS:		85-6000200	
Legislative District:	Senate:	House:	
Phone: 505-247-0234	Fax:	Email Address:	pfanelli@mrgcd.us
Individual Completing Application:	Pamela Fanelli		
Address:	1931 2nd Street SW Albuquerque NM 87102		
Phone: 505-247-0234	Fax:	Email Address:	pfanelli@mrgcd.us

II. PROJECT SUMMARY

A. Project Description. Complete the following information, using additional paper if necessary. Include any additional documents that may be useful in reviewing this project, i.e. architectural designs, feasibility studies, business plan, etc.

1. Description of Equipment:

The Middle Rio Grande Conservancy District is seeking to replace Heavy, Medium, and



2. When do you need NMFA funds available? January of 2024

B. Total Project Cost & Sources of Funds Detail.

Equipment Items	NMFA Funds Requested	Other Public Funds*	Private Funds	Total
Heavy Equipment	\$ 2,235,000	\$	\$	\$ 2,235,000
Medium Equipment	\$ 659,945	\$	\$	\$ 659,945
Light Equipment	\$ 70,000	\$	\$	\$ 70,000
	\$	\$	\$	\$
Total Cost:\$	\$ 2,964,945	\$	\$	\$ 2,964,945

III. FINANCING

A. Specify the revenue to be pledged as security for the NMFA loan (a revenue source must be pledged for this type of project).

- Municipal Local Option GRT – please specify: _____
- County Option GRT – please specify: _____
- Other Tax-Based Revenue: _____
- State-Shared GRT
- Law Enforcement Funds
- Fire Protection Funds
- Other Revenue: Ad Valorem Taxes

B. Preferred financing term: 7 years.

C. Is any debt being repaid from the revenue source(s) referenced in A (1)? Yes No

If yes, provide bond or loan documents and payment schedule for any existing debt service being paid from the same revenues that would be used to repay a NMFA loan.

IV. READINESS TO PROCEED ITEMS

A. The following items must accompany this application in order for this application to be considered complete:

- Equipment cost breakdown (if applicable)
- Three most recently completed fiscal year audit reports

- Current unaudited financials
- Current fiscal year budget
- Equipment Application
- Application Resolution
- Minutes of public hearing meeting approving submission of application
- Any additional information requested by NMFA

V. CERTIFICATION

I certify that:

We have the authority to request and incur the debt described in this application and, upon award, will enter into a contract for the repayment of any NMFA loans and/or bonds.

We will comply with all applicable state and federal regulations and requirements.

To the best of my knowledge all information contained in this application is valid and accurate and the submission of this application has been authorized by the governing body of the undersigned jurisdiction.

Signature:

Title:

(highest elected official)

Jurisdiction:

Print Name:

Date:

Signature:

Date:

Finance Officer/Director:

CAPITAL FUND LOAN LIST

Account Code	Type of Equipment	Amount	Equipment Type	Subtotal
0104601 58080	Mowermax	265,000	Heavy Equipment	
0104301 58070 31303	Water Truck	185,000	Heavy Equipment	
0104501 58070 31303	Dump Truck	135,000	Heavy Equipment	
0104601 58070 31303	Water Truck	185,000	Heavy Equipment	
0104601 58070 31303	Dump Truck	135,000	Heavy Equipment	
0104401 58080 31303	Mowermax	265,000	Heavy Equipment	
0104401 58080 31303	Backhoe	210,000	Heavy Equipment	
0104401 58080 31303	Front-end Loader	230,000	Heavy Equipment	
0104501 58080 31303	Dozer 700 Series	260,000	Heavy Equipment	
0104501 58080 31303	Front-end Loader	235,000	Heavy Equipment	
0104501 58080 31303	Backhoe 300 Series	130,000	Heavy Equipment	2,235,000
0104401 58070	Trailer	40,000	Light Equipment	
0104401 58070	Utility Transport Vehicle	23,000	Light Equipment	
0104401 58070	Trailer	7,000	Light Equipment	70,000
0107701 58070	Motor Pool Vehicles 2@ 35,000	70,000	Medium-Trucks	
0107701 58070	Parts Truck	64,945	Medium-Trucks	
0116101 58070	1/2 Ton Trucks 6@ 32,000	192,000	Medium-Trucks	
0119101 58070	1/2 Ton Trucks- 2 @ 32,000	64,000	Medium-Trucks	
0115101 58070	1/2 Ton Trucks- 1 @ 32,000	32,000	Medium-Trucks	
0113101 58070	1/2 Ton Trucks- 1 @ 32,000	32,000	Medium-Trucks	
0104301 58070 31303	Mechanic Truck	45,000	Medium-Trucks	
0104501 58070 31303	1 Ton Flat Bed Truck	75,000	Medium-Trucks	
0104501 58070 31303	Extended Cab Truck Body	85,000	Medium-Trucks	659,945
	TOTAL	2,964,945		2,964,945

\$7,080,000
MIDDLE RIO GRANDE CONSERVANCY DISTRICT
WATER PROJECT FUND LOAN/GRANT
NO. WPF-5970

Closing Date: November 17, 2023

TRANSCRIPT OF PROCEEDINGS
INDEX

1. Open Meeting Act Resolution No. BD-01-09-23-53 adopted by the Borrower/Grantee on January 9, 2023
2. Resolution No. M-10-09-23-202 adopted on October 9, 2023, Notice of Meeting, Meeting Agenda, Minutes and Affidavit of Publication of Notice of Adoption of Resolution in the *Albuquerque Journal*
3. Loan/Grant Agreement
4. General and No Litigation Certificate of the Borrower/Grantee
5. Delivery, Deposit and Cross-Receipt Certificate
6. Right of Way Certificate of the Borrower/Grantee
7. Final Opinion of Counsel for the Borrower/Grantee
8. Approving Opinion of Sutin, Thayer & Browne, A Professional Corporation, Loan/Grant Counsel to NMFA
9. Finance Authority Application and Project Approval (informational only)

TRANSCRIPT DISTRIBUTION LIST

Middle Rio Grande Conservancy District
New Mexico Finance Authority
Lorna M. Wiggins, Esq.
Sutin, Thayer & Browne A Professional Corporation

TRANSCRIPT OF PROCEEDINGS

WATER PROJECT FUND LOAN/GRANT AGREEMENT

by and between the

**NEW MEXICO FINANCE AUTHORITY,
as Lender/Grantor,**

and the

**MIDDLE RIO GRANDE CONSERVANCY DISTRICT,
Bernalillo County, New Mexico
as Borrower/Grantee.**

**Closing Date: November 17, 2023
Loan/Grant Amount: \$7,080,000
Project No. WPF-5970**

**MIDDLE RIO GRANDE CONSERVANCY DISTRICT
BOARD OF DIRECTORS
OPEN MEETINGS ACT RESOLUTION**

BD-01-09-23-53

WHEREAS, the Board of Directors ("Board") of the Middle Rio Grande Conservancy District ("District") met in regular session at 1931 Second Street, SW, Albuquerque, NM 87102 at 3:00 p.m. on January 9, 2023, as required by law; and

WHEREAS, the Open Meetings Act (NMSA 1978, §§ 10-15-1 to 10-15-4) states "all meetings of a quorum of members of any board, commission, administrative adjudicatory body or other policymaking body of any state agency, any agency or authority of any county, municipality, district or any political subdivision, held for the purpose of formulating public policy, including the development of personnel policy, rules, regulations or ordinances, discussing public business or for the purpose of taking any action within the authority of or the delegated authority of any board, commission or other policymaking body are declared to be public meetings open to the public at all times, except as otherwise provided in the constitution of New Mexico or the Open Meetings Act."(NMSA 1978, § 10-15-1); and;

WHEREAS, any meetings subject to the Open Meetings Act, at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs shall be held only after reasonable notice to the public; and

WHEREAS, Section 10-15-1(C) of the Open Meetings Act Telephone Conferences; a member of the Board may participate in a meeting of the Board or committee meeting by means of a conference telephone or other similar communications equipment when it is otherwise "difficult" or "impossible" for the member to attend the meeting in person.

WHEREAS, Section 10-15-1(D) of the Open Meetings Act requires the District Board to determine annually what constitutes reasonable notice of its public meetings.

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

1. Except as set forth in this resolution, all District Board meetings shall be held at the MRGCD General Office, 1931 Second Street SW, Albuquerque, NM 87102 at 3:00 p.m. Mountain Standard Time/Mountain Daylight Time or as otherwise indicated in the meeting notice. Unless otherwise specified by resolution of the District Board, regular meetings shall be held each month on the second Monday. When an approved District holiday falls on the second Monday of the month, the District Board shall schedule its regular meeting at another date and provide advance notice of such meeting date in accordance with this resolution.
2. The agenda will be available at least seventy-two (72) hours prior to the meeting from the Board Liaison, whose office is located at 1931 Second Street SW, Albuquerque, NM 87102. Notice of regular meetings other than those described in paragraph (1) will be given ten (10) days in advance of the meeting date. The notice shall indicate how a copy of the agenda may be obtained.
3. Special meetings may be called by the Chair of the Board or a majority of the members of the Board upon three (3) days' notice. The notice shall include an

agenda for the meeting or information on how members of the public may obtain a copy of the agenda. The agenda shall be available to the public at least twenty-four (24) hours before any special meeting.

4. Emergency meetings will be called only under unforeseen circumstances that demand immediate action to protect the health, safety and property of citizens or to protect the public body from substantial financial loss. The Board will avoid emergency meetings whenever possible. Emergency meetings may be called by the Chair of the Board or a majority of the Board members upon twenty-four (24) hours' notice unless threat of personal injury or property damage requires less notice. The notice for all emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda.
5. For the purposes of this Resolution, the term "meeting" does not include the gathering of a quorum of the Board at a social function unrelated to the public business that is conducted by the MRGCD, or the attendance by a quorum of the Board at a regional, state, or national convention or workshop, ceremonial event, or press conference, if formal action is not taken and any discussion of public business is incidental to the social function, convention, workshop, ceremonial event, or press conference.
6. For the purposes of regular meetings described in Paragraph (1) and (2) of this resolution, notice requirements are met if notice of the date, time, and place is published in newspapers of general circulation in the state, along with the agenda posted at MRGCD Division offices and the MRGCD website www.mrgcd.us. Copies of the written notice shall also be sent by facsimile, mailed by U.S. Mail and/or electronic mail to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for notice of public meetings.
7. For the purposes of special meetings and emergency meetings described in paragraph (3) and (4) of this resolution, notice requirements are met if notice of the date, time, place and agenda is provided by telephone, facsimile, and/or electronic mail to newspapers of general circulation in the state and posted in the offices of the MRGCD. Telephone, facsimile, and/or electronic mail notice also shall be given to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for notice of public meetings.
8. In addition to the information specified above, all notices shall include the following language: If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Board Liaison at (505) 247-0234 at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes can be provided in various accessible formats. Please contact the Board Liaison at (505) 247-0234 if a summary or other type of accessible format is needed.

9. The Chair of the Board may close a meeting to the public only if the subject matter of such discussion or action is excepted from the open meeting requirement under Section 10-15-1(H) of the Open Meetings Act.
- a) If any meeting is closed during an open meeting, such closure shall be approved by a majority vote of a quorum of the Board taken during the open meeting. The authority for the closed meeting and subjects to be discussed shall be stated with reasonable specificity in the motion to close and the vote of each individual member on the motion to close shall be recorded in the minutes. Only those subjects specified in the motion may be discussed in the closed meeting.
 - b) If a closed meeting is conducted when the Board is not in an open meeting, the closed meeting shall not be held until public notice, appropriate under the circumstances, stating the specific provision of law authorizing the closed meeting and the subjects to be discussed with reasonable specificity is given to the members and to the general public.
 - c) Following completion of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion or notice for closure.
 - d) Except as provided in Section 10-15-1(H) of the Open Meetings Act, any action taken as a result of discussions in a closed meeting shall be made by vote of the Board of Directors in an open public meeting.

Passed by the District Board this 9th day of January 2023.

MIDDLE RIO GRANDE CONSERVANCY DISTRICT



Stephanie Russo Baca, Chair

ATTEST:



Pamela Fanelli, Secretary/Treasurer

**RECORD OF PROCEEDINGS RELATING TO THE ADOPTION OF
RESOLUTION NO. M-10-09-23-202 OF THE
BOARD OF DIRECTORS
OF THE MIDDLE RIO GRANDE CONSERVANCY DISTRICT,
BERNALILLO COUNTY, NEW MEXICO
OCTOBER 9, 2023**

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

The Board of Directors (the “Governing Body”) of the Middle Rio Grande Conservancy District (the “Borrower/Grantee”) met in a regular session in full conformity with the law and the rules and regulations of the Governing Body at 1931 2nd Street SW, Albuquerque, New Mexico 87102, being the meeting place of the Governing Body for the meeting held on the 9th day of October, 2023, at the hour of 3:00 p.m. Upon roll call, the following members were found to be present:

Present:

Chair:

Board of Directors:

Absent:

Also Present:

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

[Remainder of page intentionally left blank.]

**MIDDLE RIO GRANDE CONSERVANCY DISTRICT,
BERNALILLO COUNTY, NEW MEXICO
RESOLUTION NO. M-10-09-23-202**

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (“NMFA”) AND THE MIDDLE RIO GRANDE CONSERVANCY DISTRICT (THE “BORROWER/GRANTEE”), IN THE TOTAL AMOUNT OF \$7,080,000, INCLUDING A LOAN IN THE AMOUNT OF \$708,000 EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF DESIGN AND CONSTRUCTION OF THE CORRALES SIPHON REPLACEMENT, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE SOLELY FROM THE NET SYSTEM REVENUES OF THE BORROWER/GRANTEE; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in this Resolution unless the context requires otherwise.

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, organized and existing conservancy district under the general laws of the State and more specifically, the Conservancy Act, Sections 73-14-1 through 73-14-92, NMSA 1978, as amended; and

WHEREAS, pursuant to the Board Rules the Water Trust Board has recommended the Project for funding as a Qualifying Project to the Legislature; and

WHEREAS, Chapter 82, Laws 2023, being House Bill 525 of the 2023 Regular New Mexico Legislative Session, authorized the funding of the Project from the Water Project Fund; and

WHEREAS, the Water Trust Board has recommended that the NMFA enter into and administer the Loan/Grant Agreement in order to finance the Project; and

WHEREAS, the NMFA approved on May 25, 2023, that the Borrower/Grantee receive financial assistance in the form of the Loan/Grant; and

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

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

WHEREAS, the Loan/Grant Agreement shall not constitute a general obligation of the Borrower/Grantee, the Water Trust Board or the NMFA or a debt or pledge of the full faith and credit of the Borrower/Grantee, the Water Trust Board, the NMFA or the State; and

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

WHEREAS, the Governing Body hereby determines that the Additional Funding Amount is now available to the Borrower/Grantee to complete the Project; and

WHEREAS, the Borrower/Grantee has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and readiness to proceed requirements established for the portion of the Loan/Grant Amount disbursed or caused to be disbursed by the NMFA, including but not limited to the requirements of Executive Order 2013-006; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF MIDDLE RIO GRANDE CONSERVANCY DISTRICT, BERNALILLO COUNTY, NEW MEXICO:

Section 1. Definitions. As used in this Resolution, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined); and, any term not defined herein shall have the definition given it by the Loan/Grant Agreement:

“ACH Authorization” means the authorization for direct payment to the NMFA by ACH made by the Borrower/Grantee on the form required by the bank or other entity at which the account is held, from which the Pledged Revenues will be paid.

“Act” means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, and enactments of the Governing Body relating to the Loan/Grant Agreement, including this Resolution, all as amended and supplemented.

“Additional Funding Amount” means the amount to be provided by the Borrower/Grantee which includes the total value of the Soft Match or Hard Match (each as defined in Section 4.2 of the Policies) which, in combination with the Loan/Grant Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project and to provide matching funds required to complete the Project. The Additional Funding Amount is \$1,416,000.

“Administrative Fee” or “Administrative Fee Component” means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of the Loan/Grant Agreement.

“Authorized Officers” means any one or more of the Chair, Vice Chair, Chief Executive Officer/Chief Engineer and Secretary/Treasurer of the Borrower/Grantee.

“Board Rules” means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

“Borrower/Grantee” means the Middle Rio Grande Conservancy District in Bernalillo County, New Mexico.

“Closing Date” means the date of execution and delivery of the Loan/Grant Agreement, by the Borrower/Grantee and the NMFA.

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

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

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

“Eligible Items” means eligible Project costs for which grants and loans may be made pursuant to NMSA 1978, § 72-4A-7(C), as amended, of the Act, the Board Rules and applicable Policies, and includes, without limitation, Eligible Legal Costs and Eligible Fiscal Agent Fees.

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

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

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

“Grant” or “Grant Amount” means the amount provided to the Borrower/Grantee as a grant pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal more than \$6,372,000.

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

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

“Loan” or “Loan Amount” means the amount provided to the Borrower/Grantee as a loan pursuant to the Loan/Grant Agreement for the purpose of funding the Project, in the maximum amount of \$708,000.

“Loan/Grant” or “Loan/Grant Amount” means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal more than \$7,080,000.

“Loan/Grant Agreement” means the Water Project Fund Loan/Grant Agreement entered into by and between the Borrower/Grantee and the NMFA as authorized by this Resolution.

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

“NMAC” means the New Mexico Administrative Code.

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

“NMFA” means the New Mexico Finance Authority.

“Operation and Maintenance Expenses” has the meaning given to that term in the Loan/Grant Agreement.

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

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

“Project Account” means the book account established by the NMFA in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the

Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the NMFA.

“Qualifying Water Project” means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) restoration and management of watersheds; (iv) flood prevention or (v) water conservation or recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, § 72-4A-9(B), as amended.

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

“State” means the State of New Mexico.

“System” means the conservancy district system operated by the Borrower/Grantee consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the Borrower/Grantee through purchase, condemnation, construction or otherwise, including all expansions, extensions, enlargements and improvements of or to the conservancy district system, and used in connection therewith or relating thereto, and any other related activity or enterprise of the Borrower/Grantee designated by the Governing Body as part of the conservancy district system, whether situated within or without the limits of the Borrower/Grantee, operated pursuant to the Order Declaring the Organization of the Middle Rio Grande Conservancy District, dated August 27, 1925, and of which the Project, when completed, will form part, and as further defined in the Agreement.

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

“Useful Life” means the structural and material design life of the Project, including planning and design features, which shall not be less than twenty (20) years as required by the Act and the Board Rules.

“Water Project Fund” means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

“Water Trust Board” or “WTB” means the water trust board created and established pursuant to the Act.

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

Section 3. Authorization of the Project and the Loan/Grant Agreement. The acquisition and completion of the Project and the method of funding the Project through execution and delivery of the Loan/Grant Agreement and the other documents related to the transaction are

hereby authorized and ordered. The Project is for the benefit and use of the Borrower/Grantee and the public whom it serves.

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

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

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

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

D. The Borrower/Grantee will acquire and complete the Project with the proceeds of the Loan/Grant, the Additional Funding Amount and other amounts available to the Borrower/Grantee, and except as otherwise expressly provided by the Loan/Grant Agreement, will utilize, operate and maintain the Project for the duration of its Useful Life, which is not less than twenty (20) years, as required by NMSA 1978, § 72-4A-7(A)(1), as amended.

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

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

G. The Borrower/Grantee has acquired title to or easements or rights of way on the real property upon which the Project is being constructed or located as provided in the Loan/Grant Agreement.

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

A. Authorization. This Resolution has been adopted by the affirmative vote of at least majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the constituent public served by the Borrower/Grantee and acquiring and completing the Project, it is hereby declared necessary that the Borrower/Grantee execute and deliver the Loan/Grant Agreement evidencing the Borrower/Grantee's acceptance of the Grant Amount of \$6,372,000 and borrowing the Loan Amount of \$708,000 to be utilized solely for Eligible Items necessary to complete the Project, and solely in the manner and according to the restrictions set forth in the Loan/Grant Agreement, the execution and delivery of which is hereby authorized. The

Borrower/Grantee shall use the Loan/Grant Amount to finance the acquisition and completion of the Project.

B. Detail. The Loan/Grant Agreement shall be in substantially the form of the Loan/Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of \$6,372,000 and the Loan shall be in the amount of \$708,000. Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid principal balance of the Loan Amount, and the Administrative Fee shall be one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee.

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

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

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

A. Project Account. The Borrower/Grantee hereby consents to creation of the Project Account by the NMFA. Until the Completion Date, the amount of the Loan/Grant credited to the Project Account shall be used and paid out solely for Eligible Items necessary to acquire and complete the Project in compliance with applicable law and the provisions of the Loan/Grant Agreement.

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

C. NMFA Not Responsible. Borrower/Grantee shall apply the funds derived from the Loan/Grant Agreement as provided therein, and in particular Article VII of the Loan/Grant Agreement. The NMFA shall not in any manner be responsible for the application or disposal by the Borrower/Grantee or by its officers of the funds derived from the Loan/Grant Agreement or of any other funds held by or made available to the Borrower/Grantee in connection with the Project. NMFA shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to

the NMFA for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

Section 9. Payment of Loan Amount and ACH Authorization. Pursuant to the Loan/Grant Agreement, the Borrower/Grantee shall pay the Loan Amount and Administrative Fee directly from the Pledged Revenues to the NMFA as provided in the Loan/Grant Agreement in an amount sufficient to pay principal and other amounts due under the Loan/Grant Agreement and to cure any deficiencies in the payment of the Loan Amount or other amounts due under the Loan/Grant Agreement. The Borrower/Grantee hereby consents to the creation of an ACH authorization agreement for the purpose of making regular electronic payments of the Loan Amount and Administrative Fee, if at any applicable point in time during the Agreement Term the Borrower/Grantee desires to use such payment method for the purposes of the Loan.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan/Grant Agreement, the Loan/Grant Agreement constitutes an irrevocable lien (but not an exclusive lien) upon the Pledged Revenues to the extent of the Loan Amount and the Administrative Fee, the priority of which is consistent with that shown on the Term Sheet.

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

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

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

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

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

Section 16. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Borrower/Grantee kept for that purpose, authenticated by the signatures of the

Chair and Secretary/Treasurer of the Borrower/Grantee, and this Resolution shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Resolution, this Resolution shall be effective upon adoption of this Resolution by the Governing Body.

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

[Remainder of page intentionally left blank.]

[Form of Notice of Adoption of Resolution for Publication]

**MIDDLE RIO GRANDE CONSERVANCY DISTRICT,
BERNALILLO COUNTY, NEW MEXICO
NOTICE OF ADOPTION OF RESOLUTION**

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. M-10-09-23-202, duly adopted and approved by the Board of Directors of Middle Rio Grande Conservancy District on October 9, 2023. A complete copy of the Resolution is available for public inspection during normal and regular business hours in the office of the Secretary/Treasurer OR by contacting the Secretary/Treasurer, at 1931 Second Street SW, Albuquerque, New Mexico 87102.

The title of the Resolution is:

**MIDDLE RIO GRANDE CONSERVANCY DISTRICT,
BERNALILLO COUNTY, NEW MEXICO
RESOLUTION NO. M-10-09-23-202**

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (“NMFA”) AND THE MIDDLE RIO GRANDE CONSERVANCY DISTRICT (THE “BORROWER/GRANTEE”), IN THE TOTAL AMOUNT OF \$7,080,000, INCLUDING A LOAN IN THE AMOUNT OF \$708,000 EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF DESIGN AND CONSTRUCTION OF THE CORRALES SIPHON REPLACEMENT, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE SOLELY FROM THE NET SYSTEM REVENUES OF THE BORROWER/GRANTEE; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

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

[End of Form of Notice of Adoption for Publication]

PASSED, APPROVED AND ADOPTED THIS 9TH DAY OF OCTOBER, 2023.

MIDDLE RIO GRANDE CONSERVANCY
DISTRICT, BERNALILLO COUNTY, NEW
MEXICO

By _____
Chair

[SEAL]

ATTEST:

By _____
Pamela Fanelli, Secretary/Treasurer

[Remainder of page intentionally left blank.]

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

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

Those Voting Aye:

Those Voting Nay:

Those Absent:

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

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

[Remainder of page intentionally left blank.]

MIDDLE RIO GRANDE CONSERVANCY
DISTRICT, BERNALILLO COUNTY, NEW
MEXICO

By _____
Chair

[SEAL]

ATTEST:

By _____
Pamela Fanelli, Secretary/Treasurer

[Remainder of page intentionally left blank.]

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

I, Pamela Fanelli, the duly qualified and acting Secretary/Treasurer of the Middle Rio Grande Conservancy District (the “Borrower/Grantee”), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the Board of Directors of the Borrower/Grantee (the “Governing Body”), had and taken at a duly called regular meeting held at 1931 Second Street SW, Albuquerque, New Mexico 87102, on October 9, 2023, at the hour of 3:00 p.m., insofar as the same relate to the adoption of Resolution No. M-10-09-23-202 and the execution and delivery of the proposed Loan/Grant Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

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

3. Notice of the meeting was given in compliance with the permitted methods of giving notice of meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, § 10-15-1, as amended, including the Borrower/Grantee’s open meetings Resolution No. BD-01-09-23-53, adopted and approved on January 9, 2023, in effect on the date of the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of November, 2023.

MIDDLE RIO GRANDE CONSERVANCY
DISTRICT, BERNALILLO COUNTY, NEW
MEXICO

By _____
Pamela Fanelli, Secretary/Treasurer

[SEAL]

EXHIBIT "A"

Notice of Meeting, Meeting Agenda and
Affidavit of Publication of Notice of Adoption of Resolution

\$7,080,000

**WATER PROJECT FUND
LOAN/GRANT AGREEMENT**

dated

November 17, 2023

by and between the

**NEW MEXICO FINANCE AUTHORITY
as Lender/Grantor,**

and

**MIDDLE RIO GRANDE CONSERVANCY DISTRICT,
BERNALILLO COUNTY, NEW MEXICO,
as Borrower/Grantee.**

**WATER PROJECT FUND
LOAN/GRANT AGREEMENT**

THIS LOAN/GRANT AGREEMENT (the “Agreement” or “Loan/Grant Agreement”) dated November 17, 2023, is entered into by and between the **NEW MEXICO FINANCE AUTHORITY** (the “NMFA” or “Lender/Grantor”), and the **MIDDLE RIO GRANDE CONSERVANCY DISTRICT** in BERNALILLO COUNTY, NEW MEXICO (the “Borrower/Grantee”).

WITNESSETH:

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

WHEREAS, the NMFA Act provides that the NMFA may make loans and grants from the Water Project Fund to qualifying entities for Qualifying Water Projects; and

WHEREAS, pursuant to the Act, the Water Trust Board has established the Board Rules governing the terms and conditions of loans and grants made from the Water Project Fund, as set out in Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC, pursuant to the Board Rules for Qualifying Water Projects; and

WHEREAS, pursuant to the Board Rules, except as provided in the Policies, a qualifying entity is expected to receive some portion of its funding as a loan in order to maximize the potential for the return of funds to the Water Project Fund, thereby increasing the limited financial resources expected to be available in the Water Project Fund; and

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, organized and existing conservancy district under the general laws of the State and more specifically, is a qualifying entity under the Water Project Finance Act and is qualified for financial assistance as determined by the NMFA and approved by the Water Trust Board pursuant to the Board Rules, the Policies and the Act; and the Conservancy Act, Sections 73-14-1 through 73-14-92, NMSA 1978, as amended; and

WHEREAS, the Borrower/Grantee has determined that it is in the best interests of the Borrower/Grantee and the public it serves that the Borrower/Grantee enter into this Agreement with the Lender/Grantor to borrow \$708,000 from the Lender/Grantor and to accept a grant in the amount of \$6,372,000 from the Lender/Grantor to finance the costs of the Project, this Project being more particularly described in the Term Sheet; and

WHEREAS, the Borrower/Grantee submitted an Application dated September 8, 2022, and December 21, 2022, for the Project; and

WHEREAS, pursuant to the Board Rules the Water Trust Board recommended the Project for funding as a Qualifying Water Project to the Legislature; and

WHEREAS, Chapter 82, Laws 2023, being House Bill 525 of the 2023 Regular New Mexico Legislative Session, authorized the funding of the Project from the Water Project Fund; and

WHEREAS, the Water Trust Board has recommended that the NMFA enter into and administer this Agreement in order to finance the Project; and

WHEREAS, the NMFA approved on May 25, 2023, that the Borrower/Grantee receive financial assistance in the form of the Loan/Grant; and

WHEREAS, the Borrower/Grantee is willing to pledge the Pledged Revenues to the payment of the Loan and Administrative Fee, with a lien on the Pledged Revenues subordinate to all other liens thereon present and future, except that the lien on the Pledged Revenues of any future loans from the Lender/Grantor to the Borrower/Grantee pursuant to the Water Project Finance Act or the Colonias Infrastructure Act, secured by the Pledged Revenues shall be on a parity with this Agreement; and

WHEREAS, the plans and specifications for the Project will be approved by the NMFA (or by the New Mexico Environment Department or other appropriate agency or entity on behalf of the NMFA, pursuant to an agreement between such agency or entity and the NMFA), prior to the commencement of construction, and the plans and specifications for the Project incorporates available technologies and operational design for water use efficiency; and

WHEREAS, the execution and performance of this Agreement have been authorized, approved and directed by all necessary and appropriate action of the Water Trust Board and the NMFA, and their respective officers.

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

ARTICLE I DEFINITIONS

Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Agreement unless the context clearly requires otherwise. Capitalized terms not defined in the recitals and defined in this Article I shall have the same meaning when used in this Agreement including the foregoing recitals, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined).

“ACH Authorization” means the authorization for direct payment to the NMFA by ACH made by the Borrower/Grantee on the form required by the bank or other entity at which the account is held, from which the Pledged Revenues will be paid.

“Act” means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, and enactments of the Governing Body relating to this Agreement, including the Resolution, all as amended and supplemented.

“Additional Funding Amount” means the amount to be provided by the Borrower/Grantee which includes the total value of the Soft Match or Hard Match (each as defined in Section 4.2 of the Policies) which, in combination with the Loan/Grant Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project and to provide matching funds required to complete the Project. The Additional Funding Amount is \$1,416,000.

“Administrative Fee” or “Administrative Fee Component” means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of this Agreement.

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

“Application” means the New Mexico Water Trust Board Application dated September 8, 2022, and the New Mexico Water Trust Board Readiness Application dated December 21, 2022, of the Borrower/Grantee and pursuant to which the Borrower/Grantee requested funding for the Project.

“Authorized Officers” means, with respect to the Borrower/Grantee, any one or more of the Chair, Vice Chair, Chief Executive Officer and Secretary/Treasurer thereof; with respect to the NMFA, the Chairman, Vice-Chairman and Secretary of the Board of Directors and the Chief Executive Officer or any other officer or employee of the NMFA designated in writing by an Authorized Officer.

“Board Rules” means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

“Closing Date” means the date of execution and delivery of this Agreement by the Borrower/Grantee and the NMFA.

“Colonias Infrastructure Act” means NMSA 1978, §§ 6-30-1 through 6-30-8, as amended.

“Conditions” means the conditions to be satisfied prior to the submission of a request for payment or the disbursement of the Loan/Grant Amount, or any portion thereof, from the Water Project Fund, or which otherwise apply to the performance of this Agreement, including those set forth in the Term Sheet.

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

“Eligible Fiscal Agent Fees” means fees and costs incurred by a fiscal agent for the administration of Project funds, including the collection and reporting of Project information as required by this Agreement, in an amount not exceeding five (5) percent of the Loan/Grant Amount. The total amount of the combined Eligible Fiscal Agent Fees and Eligible Legal Fees may not exceed ten (10) percent of the total Water Project Fund Financial Assistance.

“Eligible Items” means eligible Project costs for which grants and loans may be made pursuant to NMSA 1978, § 72-4A-7(C), as amended, of the Act, the Board Rules and applicable Policies, and includes, without limitation, Eligible Legal Costs and Eligible Fiscal Agent Fees.

“Eligible Legal Costs” means legal fees and costs for services rendered by legal counsel on behalf of the Borrower/Grantee for transaction of the Project, in an amount not exceeding ten (10) percent of the Loan/Grant Amount, but does not include adjudication services. The total amount of the combined Eligible Fiscal Agent Fees and Eligible Legal Fees may not exceed ten (10) percent of the total Loan/Grant Amount.

“Event of Default” means one or more events of default as defined in Section 10.1 of this Agreement.

“Final Debt Service Schedule” means the schedule of Loan Payments due on this Agreement following the Final Requisition, as determined on the basis of the Loan Amount.

“Final Requisition” means the final requisition of moneys to be submitted by the Borrower/Grantee, which shall be submitted by the Borrower/Grantee on or before the expiration of the Interim Period as provided in Section 5.3 of this Agreement.

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

“Force Majeure” means acts of God and natural disasters; strikes or labor disputes; war, civil strife or other violence; an order of any kind of the Government of the United States or of the State or civil or military authority or any court of competent jurisdiction; or any other act or condition that was beyond the reasonable control of, without fault or negligence of, or not reasonably foreseeable by the party claiming the Force Majeure event; except for (i) general economic conditions; or (ii) an inability of a party claiming the Force Majeure event to pay any debts when due.

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

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

“Grant” or “Grant Amount” means the amount provided to the Borrower/Grantee as a grant pursuant to this Agreement for the purpose of funding the Project and shall not equal more than \$6,372,000.

“Gross Revenues” means all income and revenues directly or indirectly derived by the Borrower/Grantee from the operation and use of the System, or any part of the System, for any particular Fiscal Year period to which the term is applicable, and includes, without limitation, all revenues received by the Borrower/Grantee, or any municipal corporation or agency succeeding to the rights of the Borrower/Grantee, from the System and from the sale and use of the System services or facilities, or any other service, commodity or facility or any combination thereof furnished by the System. In the event there is a conflicting description of Gross Revenues in any ordinance or resolution of the Borrower/Grantee, the language of such ordinance or resolution shall control.

Gross Revenues do not include:

(a) Any money received as (i) grants or gifts from the United States of America, the State or other sources or (ii) the proceeds of any charge or tax intended as a replacement therefor or other capital contributions from any source which are restricted as to use;

(b) Gross receipts taxes, other taxes and/or fees collected by the Borrower/Grantee and remitted to other governmental agencies; and

(c) Condemnation proceeds or the proceeds of any insurance policy, except any insurance proceeds derived in respect of loss of use or business interruption.

“Hardship Waiver” means a determination by the NMFA pursuant to Section 5.1(a)(iii) herein that the annual principal payment by the Borrower/Grantee should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves.

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

“Interest Component” means the portion of each Loan Payment paid as interest on this Agreement, if any, as shown on Exhibit “B” hereto.

“Interim Debt Service Schedule” means the anticipated schedule of Loan Payments due on this Agreement following the Final Requisition, assuming disbursement of the entire Loan Amount within twenty-four (24) months of the Closing Date. The Interim Debt Service Schedule is attached hereto as Exhibit “B”.

“Interim Period” means the period no greater than twenty-four (24) months, unless a longer period is approved by the NMFA as provided in Section 5.3 of this Agreement, beginning on the Closing Date, during which the NMFA will disburse moneys to the Borrower/Grantee to pay costs of the Project.

“Lender/Grantor” means the New Mexico Finance Authority.

“Loan” or “Loan Amount” means the amount provided to the Borrower/Grantee as a loan pursuant to this Agreement for the purpose of funding the Project and shall not equal more than \$708,000.

“Loan/Grant” or “Loan/Grant Amount” means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to this Agreement for the purpose of funding the Project and shall not equal more than \$7,080,000.

“Loan Payments” means, collectively, the Principal Component and the Interest Component, if any, to be paid by the Borrower/Grantee as payment of this Agreement as shown on Exhibit “B” hereto.

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

“NMAC” means the New Mexico Administrative Code.

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

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) Legal and overhead expenses of the Borrower/Grantee directly related and reasonably allocable to the administration of the System;

(b) Insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen’s compensation insurance, whether or not self-funded;

(c) Premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay debt service requirements on System bonds) for credit facilities;

(d) Any expenses described in this definition other than expenses paid from the proceeds of System bonds;

(e) The costs of audits of the books and accounts of the System;

(f) Amounts required to be deposited in any rebate fund;

(g) Salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and

(h) Any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the Borrower/Grantee's general fund, liabilities incurred by the Borrower/Grantee as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues. In the event there is a conflicting description of Operation and Maintenance Expenses in any ordinance or resolution of the Borrower/Grantee, the language of such ordinance or resolution shall control.

"Parity Obligations" means this Agreement, and any other obligations, now outstanding or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with this Agreement, as shown on the Term Sheet.

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

"Policies" means the Water Trust Board Water Project Fund Project Management Policies approved by the Water Trust Board and the NMFA, as amended and supplemented from time to time.

"Principal Component" means the portion of each Loan Payment paid as principal on this Agreement as shown on Exhibit "B" hereto.

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

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

"Qualifying Water Project" means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) restoration and management of watersheds; (iv) flood prevention; or, (v) water conservation or recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, § 72-4A-9(B), as amended.

"Resolution" means the Borrower/Grantee Resolution No. M-10-09-23-202 adopted by the Governing Body on October 9, 2023, authorizing the acceptance of the Loan/Grant, approving this

Agreement and pledging the Pledged Revenues to the payment of the Loan Payments as shown on the Term Sheet.

“Senior Obligations” means any outstanding obligations with a superior lien on the Pledged Revenues as defined in the Term Sheet, or any such obligations hereafter issued and meeting the requirements of the Agreement applicable to the issuance of Senior Obligations.

“State” means the State of New Mexico.

“State Board of Finance” means the State board of finance created pursuant to NMSA 1978, §§ 6-1-1 through 6-1-13, as amended.

“System” means the conservancy district system operated pursuant to the Order Declaring the Organization of the Middle Rio Grande Conservancy District dated August 27, 1925, owned and operated by the Borrower/Grantee, and of which the Project, when completed, will form part. The System consists of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the Borrower/Grantee through purchase, condemnation, construction or otherwise, including all expansions, extensions, enlargements and improvements of or to the conservancy district system, and used in connection therewith or relating thereto, and any other related activity or enterprise of the Borrower/Grantee designated by the Governing Body as part of the conservancy district system, whether situated within or without the limits of the Borrower/Grantee.

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

“Useful Life” means the structural and material design life of the Project including planning and design features, which shall not be less than twenty (20) years as required by the Act and the Board Rules.

“Water Project Fund” means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

“Water Trust Board” or “WTB” means the water trust board created and established pursuant to the Act.

ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the Borrower/Grantee: The Borrower/Grantee represents, covenants and warrants for the benefit of the NMFA as follows:

(a) Binding Nature of Covenants; Enforceability. All representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee contained in this Agreement shall be deemed to be the representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee to the full extent authorized or permitted by law, and such representations, covenants, stipulations, obligations and agreements shall be binding upon the Borrower/Grantee and its successors and enforceable in accordance with their terms, and upon any board or body to which any powers or duties affecting such representations, covenants,

stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Borrower/Grantee by the provisions of this Agreement and the Resolution shall be exercised or performed by the Borrower/Grantee or by such members, officers, or officials of the Borrower/Grantee as may be required by law to exercise such powers and to perform such duties.

(b) Authorization of Agreement. The Borrower/Grantee is a qualifying entity as defined in the Act and the Board Rules. Pursuant to the laws of the State and in particular, the laws governing its creation and existence, as amended and supplemented from time to time, the Borrower/Grantee is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. The Borrower/Grantee has duly authorized and approved its acceptance of the Loan/Grant and the execution and delivery of this Agreement and the other documents related to the transaction described in this Agreement, and this Agreement and the other documents related to the transaction to which the Borrower/Grantee is a party constitute legal, valid and binding special obligations of the Borrower/Grantee enforceable against the Borrower/Grantee in accordance with their respective terms.

(c) Nature and Use of Agreement Proceeds. The Borrower/Grantee acknowledges that the distribution of the Loan/Grant Amount shall be deemed to be a distribution to the Borrower/Grantee of proceeds representing the Loan Amount and the Grant Amount on a *pro rata* basis from the maximum Loan Amount and Grant Amount. The Borrower/Grantee shall apply the proceeds of the Loan/Grant solely to Eligible Items that will facilitate the completion of the Project, and shall not use the Loan/Grant proceeds for any other purpose. The Loan/Grant Amount, together with the Additional Funding Amount and other moneys reasonably expected to be available to the Borrower/Grantee, is sufficient to complete the Project in its entirety.

(d) Payment of Loan Amount. The Borrower/Grantee shall promptly pay the Loan Amount and Administrative Fee as provided in this Agreement, except when a Hardship Waiver is obtained pursuant to Section 5(a)(iii) of this Agreement. The Loan and Administrative Fee shall be payable solely from Pledged Revenues and nothing in this Agreement shall be construed as obligating the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee from any general or other fund of the Borrower/Grantee other than the Pledged Revenues; however, nothing in this Agreement shall be construed as prohibiting the Borrower/Grantee, in its sole and absolute discretion, from making such payments from any moneys which may be lawfully used, and which are legally available, for that purpose.

(e) Scope of Project; Completion of Project; Compliance with Laws. The Project is for storage, conveyance or delivery of water to end users. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. The Project is more particularly described in the Term Sheet. The Project will be completed with all practical dispatch and will be completed, operated and maintained so as to comply with all applicable federal, state and local laws, ordinances, resolutions and regulations and all current and future orders of all courts having jurisdiction over the Borrower/Grantee relating to the acquisition, operation, maintenance and completion of the Project and to the use of the Loan/Grant proceeds.

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

(g) Lien. The Loan Payments constitute an irrevocable lien on the distribution on the Pledged Revenues, the priority of which is consistent with that shown on the Term Sheet.

(h) Agreement Term Not Less than Useful Life. The Agreement Term is not less than the Useful Life of the Project, which is not less than twenty (20) years, as required by NMSA 1978, § 72-4A-7, as amended, of the Act.

(i) Amount of Agreement. The sum of the Grant Amount, the Loan Amount, and the Additional Funding Amount (and as set forth on the Term Sheet) does not exceed the cost of the Project.

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

(k) Irrevocable Enactments. While this Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for the payment of this Agreement, including the Resolution shall be irrevocable until the Project has been fully acquired and completed, and the Loan Amount, including all principal and interest has been repaid, or provision made for payment thereof, and shall not be subject to amendment or modification in any manner which would result in any use of the proceeds of this Agreement in a manner not permitted or contemplated by the terms hereof. The Borrower/Grantee shall not impair the rights of the NMFA or of any holders of bonds or other obligations payable from the Pledged Revenues while this Agreement is outstanding.

(l) No Litigation. To the knowledge of the Borrower/Grantee, no litigation or proceeding is pending or threatened against the Borrower/Grantee or any other person affecting the right of the Borrower/Grantee to execute or deliver this Agreement and the other documents related to the transaction or to comply with its obligations under this Agreement and the other documents related to the transaction. Neither the execution and delivery of this Agreement and the other documents related to the transaction by the Borrower/Grantee nor compliance by the Borrower/Grantee with the obligations under this Agreement and the other documents related to the transaction, requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(m) No Event of Default. No event has occurred and no condition exists which, with the giving of notice or the passage of time or upon the execution and delivery of this Agreement and the other documents related to the transaction, would constitute an Event of Default on the part of the Borrower/Grantee under this Agreement and the other documents related to the transaction.

(n) Pledged Revenues Not Budgeted. The portion of the Pledged Revenues necessary to pay the Loan Payments, as and when due, is not needed or budgeted to pay current or anticipated Operation and Maintenance Expenses or other expenses of the Borrower/Grantee.

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

(p) Right to Inspect. The NMFA shall have the right to inspect at all reasonable times all records, accounts and data relating to the System and to inspect the System and all properties comprising the System, and the Borrower/Grantee shall supply such records, accounts, and data as are requested by the NMFA, within thirty (30) days of receipt of such request, written or oral.

(q) Financial Capability; Budgeting of Pledged Revenues. The Borrower/Grantee meets and will meet during the Agreement Term the requirements of financial capability set by the Water Trust Board and the NMFA. The Pledged Revenues will be sufficient to make the Loan Payments, as and when due. The Borrower/Grantee will adequately budget for the Loan Payments and other amounts payable by the Borrower/Grantee under this Agreement.

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

(s) Borrower/Grantee's Existence. The Borrower/Grantee will maintain its legal identity and existence so long as this Agreement remains outstanding unless another political subdivision, State agency, or other entity by operation of law succeeds to the liabilities, rights and duties of the Borrower/Grantee under this Agreement without adversely affecting to any substantial degree the privileges and rights of the Lender/Grantor.

(t) Use of Project; Continuing Covenant. During the Agreement Term, the Borrower/Grantee will at all times use the Project for the benefit of the Borrower/Grantee and the public it serves. The Borrower/Grantee shall not sell, lease, mortgage, pledge, relocate or otherwise dispose of or transfer the Project or System, or any part of the Project or System so long as this Agreement is outstanding; provided, however, that if the Project is a joint project of the Borrower/Grantee and other qualifying entities (as defined by the Act), the Borrower/Grantee and

the other qualifying entities may, with the express written approval of the NMFA and not otherwise, enter into an agreement allocating ownership and operational and maintenance responsibilities for the Project during the term of the Agreement. Any such agreement shall provide that the Lender/Grantor, or either of them, shall have the power to enforce the terms of this Agreement, without qualification, as to each and every qualifying entity (as defined by the Act) other than the Borrower/Grantee, owning or operating any portion of the Project during the term of the Agreement. The Borrower/Grantee will operate and maintain the Project, so that it will function properly over its Useful Life.

(u) Title and Rights of Way. As required by NMSA 1978, § 72-4A-7(A)(3) of the Act, as amended, and the Board Rules, the Borrower/Grantee shall provide written assurance signed by an attorney or provide a title insurance policy ensuring that the Borrower/Grantee has proper title to, easements, rights of way or use permits on the real property upon or through which the Project will be designed, constructed designed or located pursuant to the Project plans and specifications, and if any portion of the Project will be designed, constructed located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, such other qualifying entity has title to such real property, and the Borrower/Grantee shall provide written assurance signed by an attorney or provide a title insurance policy ensuring that such other qualifying entity has proper title to such real property.

(v) Additional Funding Amount. Together with the Loan/Grant Amount and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project. If any other additional expenses are incurred, the Borrower/Grantee shall be responsible for payment of such expenses.

(w) Audit Requirement. During the Agreement Term the Borrower/Grantee shall comply with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, as amended. Upon request by the NMFA, the Borrower/Grantee shall provide the NMFA a copy of any review or audit, report of agreed upon procedures, or any other document prepared pursuant to or required by the State Audit Act.

(x) Conservation Plan. The Borrower/Grantee is not required to submit a water conservation plan with the State engineer, as required by NMSA 1978, § 72-4A-7, as amended. The Borrower/Grantee does not use or exceed 500 acre-feet of water rights per annum.

(y) Efficient Operation. The Borrower/Grantee will operate the System so long as this Agreement is outstanding, will maintain the System in efficient operating condition and make such improvements, extensions, enlargements, repairs and betterments to the System as may be necessary or advisable for its economical and efficient operation at all times and sufficient to supply reasonable demands for System services.

(z) Records. So long as the Agreement remains outstanding, proper books of record and account will be kept by the Borrower/Grantee in accordance with Generally Accepted Accounting Principles, separate from all other records and accounts, showing complete and correct entries of all transactions relating to the System. Such books shall include, but not necessarily be limited to, monthly records showing: (i) the number of customers for the System; (ii) the revenues

separately received from charges by classes of customers, including but not necessarily limited to classification by facilities; and (iii) a detailed statement of the expenses of the System.

(aa) Billing Procedure. Bills for services or facilities, or any combination, furnished by or through the System, shall be rendered to customers on a regular basis each month following the month in which the service was rendered and shall be due as required by the applicable ordinance, resolution or regulation, of the Borrower/Grantee. If permitted by law, if a bill is not paid within the period of time required by such ordinance, resolution or regulation, conservancy district services shall be discontinued as required by such ordinance, and the rates and charges due shall be collected in a lawful manner, including, but not limited to, the cost of disconnection and reconnection.

(bb) Competent Management. The Borrower/Grantee shall employ or contract for experienced and competent personnel to manage the System.

(cc) Readiness Requirements. The Borrower/Grantee has met the requirements of Executive Order 2013-006 and it has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and the readiness to proceed requirements established for the Loan/Grant by the NMFA and the Water Trust Board; and

(dd) Other Liens. Other than as provided in the Term Sheet, there are no liens or encumbrances of any nature, whatsoever, on or against the System or the revenues derived from the operation of the same.

(ee) NMFA Written Consent to Additional Loans. The Borrower/Grantee shall obtain the written consent of the NMFA prior to the issuance of additional Senior Obligations or Parity Obligations unless such Senior or Parity Obligation has been issued by the NMFA.

Section 2.2 Representations and Warranties of the NMFA. The NMFA represents as follows:

(a) Authorization of Agreement. The NMFA is a public body politic and corporate separate and apart from the State, constituting a governmental instrumentality, and has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Agreement and, by proper action, has duly authorized the execution and delivery of this Agreement.

(b) Legal, Valid and Binding Obligation. This Agreement constitutes a legal, valid and binding obligation of the NMFA enforceable in accordance with its terms.

ARTICLE III AGREEMENT TERM

The Agreement Term shall commence on the Closing Date and shall terminate at the end of the Useful Life of the Project, which in no event shall be less than twenty (20) years, as required by NMSA 1978, § 72-4A-7, as amended, of the Act.

ARTICLE IV LOAN/GRANT AGREEMENT CONDITIONS

Section 4.1 Conditions Precedent to Closing of Loan/Grant. Prior to the Closing Date, the following Conditions and readiness to proceed items shall be satisfied:

(a) The NMFA, on behalf of the Water Trust Board, shall have determined that the Borrower/Grantee has met the Conditions and readiness to proceed requirements established for the Loan/Grant by the NMFA and the Water Trust Board including any Conditions set out in the Term Sheet; and

(b) The Borrower/Grantee shall have provided written assurance addressed to the NMFA and signed by an attorney (or shall have provided a title insurance policy) that the Borrower/Grantee has proper title to or easements, rights of way, or permits on the real property upon or through which the Project is being constructed, located, completed or extended; and

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

(d) Prior to the disbursement of any portion of the Loan/Grant Amount for purposes of construction of the Project, the plans and specifications funded with the proceeds of this Agreement will be approved by the NMFA as required by NMSA 1978, § 72-4A-7(B), as amended, or on behalf of the NMFA by the New Mexico Environment Department and the Office of the State of Engineer, and the Borrower/Grantee shall have provided written evidence of such approval to the NMFA; and

(e) Except as otherwise expressly provided in the Conditions, the Borrower/Grantee shall have certified to the Lender/Grantor that the Additional Funding Amount is available for the Project, and, in addition, shall have provided additional evidence reasonably acceptable to the Lender/Grantor of the availability of the Additional Funding Amount; and

(f) The Borrower/Grantee shall be in compliance with the provisions of this Agreement.

(g) Notwithstanding anything in this Agreement to the contrary, the NMFA shall not be obligated to execute the Agreement and may not make the Loan/Grant until the

Borrower/Grantee has provided to the NMFA the documents listed on Exhibit “F” attached hereto, all of which must be in form and content acceptable to the NMFA.

Section 4.2 Determination of Eligibility Is Condition Precedent to Disbursement. No request for payment shall be made, nor shall any disbursement be made from the Water Project Fund, for any requisition of any portion of the Loan/Grant Amount, except upon a determination by the NMFA in its sole and absolute discretion that such disbursement is for payment of Eligible Items, and that the request for payment or disbursement does not exceed any limitation upon the amount payable for any Eligible Item pursuant to the Act, the Board Rules, and the Policies governing the Water Project Fund. The NMFA, as a condition precedent to submitting any request for payment to the State Board of Finance or making any requested disbursement from the Water Project Fund, may require submittal of such documentation as the NMFA deems necessary, in its sole and absolute discretion, for a determination whether any requested disbursement is for payment of Eligible Items and is fully consistent with the Act, the Board Rules, and the Policies, as applicable.

ARTICLE V
LOAN TO THE BORROWER/GRANTEE; GRANT TO THE
BORROWER/GRANTEE; APPLICATION OF MONEYS

Section 5.1 Loan and Grant to the Borrower/Grantee.

(a) Loan to the Borrower/Grantee. The Lender/Grantor hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from and agrees to pay to the order of the Lender/Grantor, without interest, an amount equal to the Loan Amount, with the principal amount of the Loan Amount being payable as provided by Article VI and Exhibit “B” of this Agreement.

(i) Subordinate Nature of Loan Amount and Administrative Fee Obligation. The obligation of the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee shall be subordinate to all other indebtedness secured by the Pledged Revenues existing on the Closing Date and, further, that may in the future be secured by the Pledged Revenues; except, however, that the obligation of the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee shall be on parity with any other obligation, present or future, of the Borrower/Grantee to repay a loan provided by the Lender/Grantor pursuant to the Act or the Colonias Infrastructure Act.

(ii) Administrative Fee. The Borrower/Grantee shall, on an annual basis beginning on the first payment date following the completion of the Project or exhaustion of all Loan/Grant Amounts as set out in Section 5.3 hereof, pay to the Lender/Grantor the Administrative Fee, taking into account both payments made by the Borrower/Grantee and Hardship Waivers granted to the Borrower/Grantee as provided by this Agreement. Any such Administrative Fee payment shall be due irrespective of whether or not a Hardship Waiver is granted to the Borrower/Grantee for the principal payment otherwise due on June 1 of the applicable year or any other year.

(iii) Hardship Waivers of Payment. Each year while any portion of the Loan Amount remains outstanding, no later than April 1 of each such year, the Borrower/Grantee may apply in writing to the NMFA for a determination of whether the annual principal payment on the Loan Amount otherwise due on the upcoming June 1 of such year should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves. The Borrower/Grantee shall submit such application to the NMFA for determination with sufficient documentation of the existence of such undue hardship as is reasonably required by the NMFA to make a determination, and the Borrower/Grantee shall promptly respond to additional requests for information from the NMFA. Such application for Hardship Waiver shall be executed by the Authorized Officers of the Borrower/Grantee. An “undue hardship” exists if the NMFA determines that the Borrower/Grantee is facing unforeseen events or an emergency that has caused the Borrower/Grantee to be unable to pay on a timely basis the annual principal payment on the Loan Amount. The NMFA may consult the Department of Finance and Administration in determining whether to grant the Hardship Waiver. The NMFA shall make a determination no later than May 15 of the applicable year, and the NMFA shall promptly communicate to the Borrower/Grantee in writing the results of its determination. Upon receipt of written notice of the determination, either the principal payment otherwise due on June 1 of such year shall be forgiven (in the event of a determination of undue hardship) or the principal payment shall remain outstanding and due and payable on June 1 (in the event no undue hardship is determined to exist).

(b) Grant and Acceptance. The Lender/Grantor hereby grants to the Borrower/Grantee and the Borrower/Grantee hereby accepts from the Lender/Grantor an amount equal to the Grant Amount.

(c) Project Account. The NMFA shall establish and maintain the Project Account as a book account only, on behalf of the Borrower/Grantee, which account shall be kept separate and apart from all other accounts of the NMFA.

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

Section 5.2 Application of Loan/Grant Amount. Following the determination by the NMFA in its sole and absolute discretion that the Conditions to the disbursement of the Loan/Grant Amount have been satisfied, the NMFA shall make an entry in its accounts, and in particular in the Project Account, reflecting the proceeds of the Loan/Grant Amount made available for disbursement from the Water Project Fund to the Borrower/Grantee at its request, and as needed by it to acquire and complete the Project, as provided in Section 7.2 of this Agreement.

Section 5.3 Final Requisition. The Final Requisition shall be submitted by the Borrower/Grantee within the Interim Period. The Interim Period may be extended only as approved in writing by an Authorized Officer of the NMFA, based on the Borrower/Grantee’s demonstration, to the reasonable satisfaction of the Authorized Officer of the NMFA, that unanticipated circumstances beyond the control of the Borrower/Grantee resulted in delaying the

acquisition and completion of the Project, and submission of the Borrower/Grantee's Final Requisition.

Section 5.4 Investment of Monies. Money in the Water Project Fund, representing proceeds of this Agreement, held and administered by the NMFA, may be invested by the NMFA for the credit of the Water Project Fund.

ARTICLE VI LOAN PAYMENTS BY THE BORROWER/GRANTEE

Section 6.1 Loan to the Borrower/Grantee; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The NMFA hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from the NMFA an amount not to exceed the Loan Amount. The Borrower/Grantee promises to pay, but solely from the sources pledged herein, the Loan Payments and the Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided. Subject to any outstanding Parity Obligations and Senior Obligations, the Borrower/Grantee does hereby grant a lien on and a security interest in and does hereby convey, assign and pledge unto the NMFA and unto its successors in trust forever all right, title and interest of the Borrower/Grantee in and to (i) the Pledged Revenues to the extent required to pay the Loan Payments, and to pay the Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided, subject to and subordinate to all other pledges of the Pledged Revenues existing on the Closing Date and, further, that may exist in the future (except only that the pledge of the Pledged Revenues herein shall be on a parity with any other pledge of the Pledged Revenues by the Borrower/Grantee to repay any obligations issued by the Lender/Grantor pursuant to the Act or the Colonias Infrastructure Act); (ii) the Loan/Grant Amount including the Project Account; and (iii) all other rights hereinafter granted, for the securing of the Borrower/Grantee's obligations under this Agreement, including payment of the Loan Payments, Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided, however, that if the Borrower/Grantee, its successors or assigns, shall pay, or cause to be paid, all Loan Payments and Administrative Fees at the time and in the manner contemplated by this Agreement, or shall provide as permitted by Section 6.5 of this Agreement for the payment thereof, and shall pay all other amounts due or to become due under this Agreement in accordance with its terms and provisions then, upon such final payment, this Agreement and the rights created thereby shall terminate; otherwise, this Agreement shall remain in full force and effect.

The schedule of Loan Payments, assuming the disbursement of the entire Loan/Grant Amount within twenty-four (24) months after the Closing Date, identified as the Interim Debt Service Schedule, is attached to this Agreement as Exhibit "B". Within thirty (30) days after the Final Requisition is made, the NMFA shall provide a Final Debt Service Schedule, reflecting the amount of the Loan/Grant Amount actually disbursed to the Borrower/Grantee pursuant to this Agreement. Such Final Debt Service Schedule shall supersede the schedule attached hereto as Exhibit "B". The NMFA shall additionally calculate the amount of the Administrative Fee that has accumulated during that twenty-four (24) month period from the Closing Date, and shall include such amount in the first Loan Payment due from the Borrower/Grantee on the Final Debt Service Schedule.

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

Section 6.2 Deposit of Payments of Loan Amount to Water Project Fund. All Loan Payments made by the Borrower/Grantee to the NMFA to repay the Loan Amount and interest thereon, if any, shall be deposited into the Water Project Fund.

Section 6.3 Manner of Payment. The Loan Amount and Administrative Fee shall be payable by the Borrower/Grantee to the Lender/Grantor in annual installments on June 1 beginning after expiration of the Interim Period and continuing through the expiration of the last Loan Payment due as outlined in the Final Debt Service Schedule. All payments of the Borrower/Grantee hereunder shall be paid in lawful money of the United States of America to the NMFA at the address designated in Section 11.1 of this Agreement or by electronic debit of the account identified in the ACH Authorization. The obligation of the Borrower/Grantee to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder. Notwithstanding any dispute between the Borrower/Grantee and the NMFA, any vendor or any other person, the Borrower/Grantee shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Borrower/Grantee assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

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

Section 6.5 No Penalty for Prepayment of the Loan Amount. The Loan Amount shall be pre-payable by the Borrower/Grantee at the conclusion of the Interim Period without penalty.

Section 6.6 Lender/Grantor's Release of Lien and Further Assurances. Upon payment in full of the Loan Amount, Administrative Fee and other amounts owed by the Borrower/Grantee as herein provided in this Agreement and upon written request from the Borrower/Grantee the

Lender/Grantor agrees to execute a release of lien and to give such further assurances as are reasonably necessary to ensure that the Lender/Grantor no longer holds or maintains any lien or claim against the Pledged Revenues.

ARTICLE VII THE PROJECT

Section 7.1 Agreement to Acquire, Complete and Maintain the Project.

(a) The Borrower/Grantee hereby agrees that in order to effectuate the purposes of this Agreement and to acquire and complete the Project it shall take such steps as are necessary and appropriate to acquire, complete, and maintain the Project lawfully and efficiently. The Project shall be designed so as to incorporate the available technologies and operational design for water use efficiency. The plans and specifications shall be approved by the NMFA or on behalf of the NMFA by the New Mexico Environment Department prior to the disbursement of any part of the Loan/Grant Amount for construction of the Project, and the Project shall be constructed and completed substantially in accordance with the approved plans and specifications. No Loan/Grant funds shall be used for items not constituting Eligible Items.

(b) As provided by NMSA 1978, § 72-4A-7(A)(1), as amended, of the Act, the Borrower/Grantee shall operate and maintain the Project in good condition and repair at all times during the Useful Life of the Project, which shall in no event be less than twenty (20) years, so that the Project will function properly over the Useful Life of the Project; provided, that if any portion of the Project will be constructed, located, completed, installed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may, prior to any use of the Loan/Grant funds for the Project on such real property, obtain the written agreement of such other qualifying entity to perform these obligations with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall be subject to approval by the Lender/Grantor and shall include an express statement by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement.

Section 7.2 Accounting for Amounts Credited to the Project Account. So long as no Event of Default shall occur and provided that all Conditions to the disbursement of the Loan/Grant Amount have been satisfied (including approval of the plans and specifications), upon receipt by the NMFA of a requisition substantially in the form of Exhibit "C" attached hereto signed by an Authorized Officer of the Borrower/Grantee, supported by certification by the Borrower/Grantee's project architect, engineer, or such other authorized representative of the Borrower/Grantee that the amount of the disbursement request represents the progress of design, construction, acquisition or other Project-related activities accomplished as of the date of the disbursement request, the NMFA shall, in its sole and absolute discretion: (1) submit a request for payment to the State Board of Finance for payment; and/or (2) disburse from the Water Project Fund, amounts which together are sufficient to pay the requisition in full. The NMFA shall make the appropriate entry in the Project Account reflecting the amount of the payment. The certification provided pursuant to this Section 7.2 in support of the requisition must be acceptable in form and substance to the NMFA and, at its request, the Water Trust Board. The Borrower/Grantee shall provide such records or access to the Project as the NMFA, and, at its request, the Water Trust Board, in the discretion of

each, may request in connection with the approval of the Borrower/Grantee's requisition requests made hereunder.

Section 7.3 No Disbursement for Prior Expenditures Except upon Approval. No disbursement shall be made from the Water Project Fund of the Loan/Grant Amount, or any portion thereof, without the written approval of the NMFA and, at its request, the Water Trust Board, to reimburse any expenditure made prior to the Closing Date.

Section 7.4 Borrower/Grantee Reporting to Lender/Grantor. During the acquisition implementation, installation and construction of the Project, the Borrower/Grantee shall provide the Lender/Grantor with a quarterly written report executed by an Authorized Officer of the Borrower/Grantee, in the form attached as Exhibit "D" hereto or in another form reasonably acceptable to the Lender/Grantor, describing the status of the Project as of the report date, uses of Loan/Grant funds during the quarterly period ending on the report date, and requests for distributions of Loan/Grant funds anticipated to occur during the quarterly period immediately following the report date. The first quarterly report shall be due on next March 31, 2024, and subsequent reports shall be due on each March 31, June 30, September 30 and December 31 thereafter until the report date next following final distribution of the Loan/Grant funds. No reports shall be required after the report date next following final distribution of the Loan/Grant Funds, unless specifically required by the NMFA or the Water Trust Board. The description of the status of the Project in each quarterly report shall include, among other information, (a) a comparison of actual and anticipated requests for distributions of Loan/Grant funds as of the report date with those anticipated as of the Closing Date, (b) a description of actual and anticipated changes in the cost estimates for the Project as of the report date compared with those anticipated as of the Closing Date, (c) a description of the percentage of completion of the Project; and (d) a timeline of projected milestones.

Section 7.5 Completion of Disbursement of Loan/Grant Funds. Upon completion of the Project an Authorized Officer of the Borrower/Grantee shall deliver a certificate to the NMFA substantially in the form of Exhibit "E" attached hereto, stating that, to his or her knowledge, either (1) the Project has been completed, or (2) that the portion of the Loan/Grant Amount needed to complete the Project has been disbursed in accordance with the terms of this Agreement. No portion of the Loan/Grant Amount shall be disbursed after expiration of the Interim Period.

Section 7.6 Application of Project Account Subsequent to Disbursement of Loan/Grant Funds; Termination of Pledge.

(a) Upon the completion of the Project as signified by delivery of the completion certificate required by Section 7.5 hereof, the NMFA shall determine, by reference to the Project Account, whether any portion of the authorized Loan/Grant Amount remains unexpended and shall dispose of such unexpended proceeds in accordance with law.

(b) In the event that a portion of the Loan/Grant Amount remains unexpended after the expiration of the Interim Period, the NMFA shall dispose of such funds in accordance with law.

Upon the occurrence of either event described in (a) or (b) above, the NMFA shall make the appropriate entry in the Project Account and, upon such entry, the pledge of the Loan/Grant Amount established in this Agreement shall terminate.

ARTICLE VIII COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 8.1 Further Assurances and Corrective Instruments. The Lender/Grantor and the Borrower/Grantee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues and for carrying out the intention hereof.

Section 8.2 Representatives of Lender/Grantor or of Borrower/Grantee. Whenever under the provisions hereof the approval of the Lender/Grantor or the Borrower/Grantee is required, or the Borrower/Grantee, or the Lender/Grantor is required to take some action at the request of either of them, such approval or such request shall be given for the Lender/Grantor or for the Borrower/Grantee, by an Authorized Officer of the Lender/Grantor or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 8.3 Selection of Contractors. All contractors providing services or materials in connection with the Project shall be selected in accordance with applicable provisions of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or, if the Borrower/Grantee is not subject to the New Mexico Procurement Code, shall be selected in accordance with a documented procurement process duly authorized and established pursuant to laws and regulations applicable to the Borrower/Grantee.

Section 8.4 Non-Discrimination in Employment. Except as otherwise specifically provided in the laws, statutes, ordinances or regulations of the Borrower/Grantee, the Borrower/Grantee shall require in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party that there shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin.

Section 8.5 Little Miller Act. To the extent NMSA 1978, § 13-4-1 et seq., (the “Little Miller Act”) is applicable to the Project, the Borrower/Grantee shall comply with the requirements of the “Little Miller Act”. If bonding requirements of the Little Miller Act are not applicable to the Project, the Borrower/Grantee will require that the contractor to whom is given any contract for construction appertaining to the Project supply a performance bond or bonds satisfactory to the Borrower/Grantee. Any sum or sums derived from said performance bond or bonds shall be used within six (6) months after such receipt for the completion of said construction, and if not so used within such period, shall be treated as Gross Revenues.

Section 8.6 Required Contract Provisions. The Borrower/Grantee shall require the following provisions in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party:

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

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

(c) Any contractor or subcontractor providing construction services in connection with the Project shall comply with the prevailing wage laws in accordance with the requirements of NMSA 1978, § 13-4-11, as amended.

Section 8.7 Application of Act and Board Rules. While this Agreement is outstanding, the Lender/Grantor and the Borrower/Grantee expressly acknowledge that this Agreement is governed by provisions and requirements of the Act and the Board Rules, as amended and supplemented, and all applicable provisions and requirements of the Act and Board Rules are incorporated into this Agreement by reference.

Section 8.8 Continuing Disclosure. The Borrower/Grantee shall provide continuing disclosure to the NMFA, as the NMFA may require, that shall include, but not be limited to: annual audits and notification of any event deemed material by the NMFA, including but not limited to, any event which may or does affect the Pledged Revenues, the ability of the Borrower/Grantee to repay the loan, and the default of the Borrower/Grantee in performance or observance of any covenant, term, or condition contained in any other loan agreement.

ARTICLE IX INSURANCE; NON-LIABILITY OF LENDER/GRANTOR

Section 9.1 Insurance. The Borrower/Grantee shall carry general liability insurance or participate in the State's risk-management program and, to the extent allowed by the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 through 41-4-30, as amended, shall and hereby agrees to name the Lender/Grantor as an additional insured with respect to all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition, completion or implementation of the Project or otherwise during the Agreement Term; provided, that if any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may obtain the written agreement of such other qualifying entity to perform these insurance/risk-management program requirements for Borrower/Grantee with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall include an express statement by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement.

Section 9.2 Non-Liability of Lender/Grantor.

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

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

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

ARTICLE X EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Events of Default Defined. Any one of the following shall be an "Event of Default" under this Agreement:

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

(b) Failure by the Borrower/Grantee to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower/Grantee by the Lender/Grantor unless the Lender/Grantor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Lender/Grantor but cannot be cured within the applicable thirty (30) day period, the Lender/Grantor will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Borrower/Grantee within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Borrower/Grantee is unable to carry out the agreements on its part herein contained, the Borrower/Grantee shall not be deemed in default under this paragraph 10.1(b) during the continuance of such inability (but force majeure shall not excuse any other Event of Default); or

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

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

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

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

(g) Default by the Borrower/Grantee in performance or observance of any covenant contained in any other loan agreement, document or instrument of any type whatsoever evidencing or securing obligations of the Borrower/Grantee to the NMFA.

Section 10.2 Remedies on Default. Whenever any Event of Default has occurred and is continuing and subject to Section 10.3 hereof, the Lender/Grantor may take any or all of the following actions as may appear necessary or desirable to collect the payments then due and to become due or to enforce performance of any obligations of the Borrower/Grantee in this Agreement:

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

(b) Terminate this Agreement;

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

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

(e) File a suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Lender/Grantor;

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

(g) Cause the Borrower/Grantee to account as if it were the trustee of an express trust for all of the Pledged Revenues;

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

(i) Apply any amounts in the Project Account toward satisfaction of any and all fees and costs incurred in enforcing the terms of this Agreement.

Section 10.3 Limitations on Remedies. A judgment requiring payment of money entered against the Borrower/Grantee shall be paid from only available Pledged Revenues unless the Borrower/Grantee in its sole discretion pays the judgment from other available funds.

Section 10.4 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lender/Grantor is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Borrower/Grantee or the Lender/Grantor to exercise any remedy reserved in this Article X, it shall not be necessary to give any notice, other than such notice as may be required in this Article X.

Section 10.5 Waivers of Events of Default. The Lender/Grantor may, in its sole discretion, waive any Event of Default hereunder and the consequences of any such Event of Default; provided, however, all expenses of the Lender/Grantor in connection with such Event of Default shall have been paid or provided for. Such waiver shall be effective only if made by a written statement of waiver issued by the NMFA. In case of any such waiver or rescission, or in case any proceeding taken by the Lender/Grantor, on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Lender/Grantor shall be restored to its former position and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 10.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.7 Agreement to Pay Attorneys' Fees and Expenses. In the event that the Borrower/Grantee shall default under any of the provisions hereof and the NMFA shall employ attorneys or incur other expenses for the collection of payments hereunder, or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower/Grantee herein contained, the Borrower/Grantee agrees that it shall, on demand therefor, pay to the NMFA

the fees of such attorneys and such other expenses so incurred, to the extent such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Borrower/Grantee under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues of the Borrower/Grantee.

ARTICLE XI MISCELLANEOUS

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Borrower/Grantee, to:

Middle Rio Grande Conservancy District
Attn.: Secretary/Treasurer
1931 Second Street SW
Albuquerque, New Mexico 87102

If to the NMFA, then to:

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

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

Section 11.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Lender/Grantor and the Borrower/Grantee and their respective successors and assigns, if any.

Section 11.3 Integration. This Agreement and any other agreements, certifications and commitments entered into between the Lender/Grantor and the Borrower/Grantee on the Closing Date constitute the entire agreement of the parties regarding the Loan/Grant and the funding of the Project through the Loan/Grant as of the Closing Date, and the terms of this Agreement supersede any prior applications, discussions, understandings or agreements between or among the parties in connection with the Loan/Grant, to the extent such prior applications, discussions, understandings or agreements are inconsistent with this Agreement.

Section 11.4 Amendments. This Agreement may be amended only with the written consent of both of the parties hereto. The consent of the NMFA for amendments not affecting the terms of payment of the loan component of this Agreement may be given by an Authorized Officer of the NMFA. The execution of any such consent by an Authorized Officer of the NMFA shall constitute his or her determination that such amendment does not affect the terms of payment of the loan component of this Agreement.

Section 11.5 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Lender/Grantor, either directly or through the NMFA, or against any officer, employee, director or member of the Borrower/Grantee, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Borrower/Grantee or of the NMFA is hereby expressly waived and released by the Borrower/Grantee and by the NMFA as a condition of and in consideration for the execution of this Agreement.

Section 11.6 Severability. In the event that any provision of this Agreement, other than the obligation of the Borrower/Grantee to make the Loan Payments and the Administrative Fee hereunder, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.7 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.8 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.9 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 11.10 Further Assurances and Corrective Instruments. The NMFA and the Borrower/Grantee will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues, or for otherwise carrying out the intention hereof.

Section 11.11 NMFA and Borrower/Grantee Representatives. Whenever under the provisions hereof the approval of the NMFA or the Borrower/Grantee is required, or the Borrower/Grantee or the NMFA is required to take some action at the request of the other, such approval or such request shall be given for the NMFA or for the Borrower/Grantee by an Authorized Officer of the NMFA or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 11.12 CONSENT TO JURISDICTION. THE BORROWER/GRANTEE IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE DOCUMENTS SIGNED IN CONNECTION WITH THIS TRANSACTION WILL BE LITIGATED IN THE FIRST JUDICIAL DISTRICT COURT, SANTA FE COUNTY, NEW MEXICO, PURSUANT TO NMSA 1978, § 6-21-26.

[Signature pages follow]

IN WITNESS WHEREOF, the NMFA, on behalf of itself, has executed this Agreement, which was approved by the Water Trust Board on May 3, 2023, and by the NMFA's Board of Directors on May 25, 2023, in its corporate name by its duly authorized officer; and the Borrower/Grantee has caused this Agreement to be executed in its corporate name and the seal of the Borrower/Grantee affixed and attested by its duly authorized officers. All of the above are effective as of the date first above written.

LENDER/GRANTOR:

NEW MEXICO FINANCE AUTHORITY

By _____
Marquita D. Russel, Chief Executive Officer

PREPARED FOR EXECUTION BY OFFICERS OF THE
NEW MEXICO FINANCE AUTHORITY:

SUTIN THAYER & BROWNE
A PROFESSIONAL CORPORATION
As Loan/Grant Counsel

By _____
Suzanne Wood Bruckner

APPROVED FOR EXECUTION BY OFFICERS OF THE
NEW MEXICO FINANCE AUTHORITY:

By _____
Daniel C. Opperman, Chief Legal Officer

BORROWER/GRANTEE:

MIDDLE RIO GRANDE CONSERVANCY
DISTRICT, BERNALILLO COUNTY,
NEW MEXICO

By _____
Chair

[SEAL]

ATTEST:

By _____
Pamela Fanelli, Secretary/Treasurer

EXHIBIT "A"

TERM SHEET

**\$7,080,000 WATER PROJECT FUND LOAN/GRANT TO THE
MIDDLE RIO GRANDE CONSERVANCY DISTRICT,
BERNALILLO COUNTY, NEW MEXICO**

Project Description: The Project is for storage, conveyance or delivery of water to end users. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. In particular, the Project will consist of design and construction of the Corrales Siphon Replacement, and shall include such other related work and revisions necessary to complete the Project. The Project may be further described in the Application and in the final plans and specifications for the Project approved by the Water Trust Board and the NMFA as provided by this Agreement. However, in the event of any inconsistency, the description of the Project as stated in this Term Sheet shall control.

Grant Amount: \$6,372,000

Loan Amount: \$708,000

Pledged Revenues: "Pledged Revenues" means the Net System Revenues of the System of the Borrower/Grantee pledged to the payment of the Loan Amount and Administrative Fees pursuant to the Resolution and the Agreement.

Outstanding Senior Obligations for Pledged Revenues: NMFA Loan No. PPRF-4727; NMFA Loan No. PPRF-5636; CWSRF-058

Outstanding Parity Obligations: NMFA Loan No. WPF-853; NMFA Loan No. WPF-5675

Authorizing Legislation: Borrower/Grantee Resolution No. M-10-09-23-202, adopted October 9, 2023

Additional Funding Amount: \$1,416,000

Closing Date: November 17, 2023

Project Account Amount: \$7,080,000

Expense Account Deposit: \$0.00

Administrative Fee: 0.25%

Conditions to be satisfied prior to first disbursement of Loan/Grant funds: Delivery to NMFA of (i) a copy of the agenda of the meeting of the Governing Body at which the Resolution was adopted and at which this Agreement, the Resolution and all other Loan/Grant documents were authorized by the Governing Body (the "Meeting"), certified as a true and correct copy by the Secretary/Treasurer of the Borrower/Grantee, (ii) a copy of the minutes or record of proceedings of the Meeting, approved and signed by the Chair and attested to by the Secretary/Treasurer of the Borrower/Grantee, and (iii) a copy of the notice of meeting for the Meeting evidencing compliance with the Borrower/Grantee's Open Meetings standards in effect on the date of the Meeting.

Other Conditions applicable to the Loan/Grant: All Conditions defined in the Agreement. Approval of plans and specification by the NMFA or on behalf of the NMFA by the New Mexico Environment Department prior to submission by Borrower/Grantee of a requisition for disbursement of construction funds and all Conditions defined in the Agreement.

EXHIBIT "B"

PAYMENT PROVISIONS OF THE LOAN

The Loan Amount and Administrative Fee shall be payable by the Borrower/Grantee to the Lender/Grantor in twenty (20) annual installments of principal pursuant to the attached debt service schedule, beginning June 1, 2026 and ending June 1, 2045. The Loan Amount shall be pre-payable upon expiration of the Interim Period without penalty. The Administrative Fee shall be due and payable annually on June 1 of each year while the Loan, or any portion thereof, remains outstanding.

EXHIBIT "C"

**FORM OF REQUISITION
(Water Project Fund)**

RE: \$7,080,000 Loan/Grant Agreement by and between the New Mexico Finance Authority, as Lender/Grantor, and the Middle Rio Grande Conservancy District, as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. WPF-5970

Closing Date: November 17, 2023

TO: NEW MEXICO FINANCE AUTHORITY

You are hereby authorized to disburse from the Project Account with regard to the above-referenced Agreement, the following:

I. PAYMENT INFORMATION

REQUISITION NO. _____ PAYMENT AMOUNT: \$ _____

PAYEE'S NAME: _____

PAYEE'S ADDRESS: _____

II. REQUISITION INFORMATION (complete for all payments)

- *Attach proof of expenditures (cancelled check, wire transfer receipt, bank ledger, etc.).*
- *List all Vendors, Payment Purposes, or Eligible Item Categories below or attach separate page or spreadsheet if needed.*

Vendor Name _____

Total Amount \$ _____ Invoice No.(s) _____

Purpose of Payment _____

Eligible Item Category _____

Vendor Name _____

Total Amount \$ _____ Invoice No.(s) _____

Purpose of Payment _____

Eligible Item Category _____

Vendor Name _____

Total Amount \$ _____ Invoice No.(s) _____

Purpose of Payment _____

Eligible Item Category _____

III. WIRING INFORMATION:

BANK NAME:	
ABA ROUTING NUMBER:	
ACCOUNT NUMBER:	

IV. MATCH INFORMATION

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

AMOUNT OF LOCAL MATCH EXPENDED TO DATE: \$ _____
TOTAL REQUIRED MATCH: \$ _____

V. VERIFICATION AND AUTHORIZATION

Each obligation, item of cost or expense mentioned herein is for a loan/grant made by the Lender/Grantor pursuant to the Water Project Finance Act to the Borrower/Grantee within the State of New Mexico, is due and payable, has not been the subject of any previous requisition, and is a proper charge against the Project Account. All representations contained in the Agreement and the related closing documents remain true and correct, and the Borrower/Grantee is not in breach of any of the covenants contained therein.

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

All construction and all installation of equipment with proceeds of the Loan/Grant has or will be used in accordance with plans and/or specifications approved on behalf of the New Mexico Finance Authority by the New Mexico Environment Department and/or the Office of the State Engineer, has or will be acquired in compliance with applicable procurement laws and regulations, and has or will be inspected and approved in accordance with applicable laws and regulations.

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

DATE: _____

AUTHORIZED OFFICER

(As Provided in the Loan/Grant Agreement)

Print Name: _____

Print Title: _____

EXHIBIT "D"

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

Fund Recipient: Contact Name: Title: Email Address:	Project Number: PPRF-5970 Project Name: Corrales Siphon Replacement Project Type: Design and construction
Reporting Period: From _____ To _____ <input type="checkbox"/> Quarterly Project Report: <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> Final Project Report <input type="checkbox"/> Other _____	
WPF Funding Expiration: _____ Total WPF Award: \$ _____ Current Balance: \$ _____ Loan 10% Grant 90% Match \$1,416,000 Expected WPF Award Expenditure Next Quarter: \$ _____ Local Match Expenditure: To Date \$ _____ Next Quarter \$ _____	
Project Phase: <input type="checkbox"/> Planning <input type="checkbox"/> Design <input type="checkbox"/> Construction	
PROJECT COMPLETION: Original Date _____ Current Date _____ _____ % Complete Days Remaining to Complete _____ On Schedule? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Briefly Describe Project Progress During This Reporting Period: 	
Issues Addressed During This Reporting Period, including any current or anticipated issues that remain unresolved: 	
Goals/Milestones, With Timeline or Dates, For The Next Reporting Period: 	
Authorized Officer PRINT NAME: _____ PRINT TITLE: _____	
SIGNATURE: _____	Date: _____

**All fields must be completed.*

EXHIBIT "E"
FORM OF CERTIFICATE OF COMPLETION

RE: \$7,080,000 Loan/Grant Agreement by and between the NMFA, as Lender/Grantor, and the Middle Rio Grande Conservancy District as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. WPF-5970

Closing Date: November 17, 2023

TO: NEW MEXICO FINANCE AUTHORITY

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

Borrower/Grantee, hereby certify as follows:

1. The project described in the Loan/Grant Agreement (the "Project"), or the applicable phase of the project if funding was for a phased Project, was completed and placed in service on _____, 20__.

2. The total cost of the Project was \$ _____.

3. Cost of the Project paid from the Loan/Grant Amount was \$ _____.

4. Cost of the Project paid from the Additional Funding Amount was \$ _____.

5. The portion of the Loan/Grant Amount unexpended for the Project is \$ _____.

6. The Project was completed and is and shall be used consistent with and subject to

the covenants set forth in the Loan/Grant Agreement.

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

MIDDLE RIO GRANDE CONSERVANCY DISTRICT,
BERNALILLO COUNTY, NEW MEXICO

By _____

Its _____

EXHIBIT “F”

DOCUMENTS

1. Open Meetings Act Resolution No. BD-01-09-23-53 adopted by the Borrower/Grantee on January 9, 2023
2. Resolution No. M-10-09-23-202 adopted on October 9, 2023, Notice of Meeting, Meeting Agenda, Minutes and Affidavit of Publication of Notice of Adoption of Resolution in the *Albuquerque Journal*
3. Loan/Grant Agreement
4. General and No Litigation Certificate of the Borrower/Grantee
5. Delivery, Deposit and Cross-Receipt Certificate
6. Right of Way Certificate (to be executed prior to construction funding)
7. Final Opinion of Counsel for the Borrower/Grantee
8. Approving Opinion of Sutin, Thayer & Browne A Professional Corporation, Loan/Grant Counsel to the NMFA
9. NMFA Application and Project Approval (informational only)

\$7,080,000
MIDDLE RIO GRANDE CONSERVANCY DISTRICT,
BERNALILLO COUNTY, NEW MEXICO
WATER PROJECT FUND LOAN/GRANT
NO. WPF-5970

STATE OF NEW MEXICO)
) ss. GENERAL AND NO
) LITIGATION CERTIFICATE
COUNTY OF BERNALILLO)

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and acting Chair and Secretary/Treasurer for the Middle Rio Grande Conservancy District (the “Borrower/Grantee”) in the State of New Mexico (the “State”):

Capitalized terms used in this Certificate have the same meaning as defined in Resolution No. M-10-09-23-202 adopted by the Governing Body of the Borrower/Grantee on October 9, 2023 (the “Resolution”) unless otherwise defined in this Certificate or the context requires otherwise.

1. The Borrower/Grantee is a political subdivision of the State and is duly organized and validly existing under and pursuant to the laws of the State.

2. From at least May 25, 2023, to and including the date of this Certificate, the following were and now are the duly chosen qualified and acting officers of the Borrower/Grantee:

Chair:	Stephanie Russo Baca
Board of Directors:	Karen Dunning (Vice Chair) Barbara Baca John P. Kelly Glen Duggins Michael T. Sandoval Joaquin Baca
Secretary/Treasurer	Pamela Fanelli

3. Based on data collected during the 2010 Census, the population of Borrower/Grantee is at least 75% English speaking.

4. Notice of adoption of the Resolution was published in English in the *Albuquerque Journal*, a newspaper qualified to publish legal notices that is of general circulation in Bernalillo County.

5. There is no reason within our knowledge and belief after due investigation, why the Borrower/Grantee may not enter into the Loan/Grant Agreement with the New Mexico Finance Authority (“NMFA”), as authorized by the Resolution.

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

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

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

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

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

11. To our knowledge and belief after due investigation, none of the Chair, the Secretary/Treasurer, any member of the Governing Body of the Borrower/Grantee, nor any other officer, employee or other agent of the Borrower/Grantee is interested (except in the performance of his or her official rights, privileges, powers and duties), directly or indirectly, in the profits of any contract, or job for work, or services to be performed and appertaining to the Project.

12. Regular meetings of the Borrower/Grantee's Governing Body and the meeting at which the Resolution was adopted have been held at 1913 Second Street SW, Albuquerque, New Mexico 87102, the principal meeting place of the Borrower/Grantee.

13. The Borrower/Grantee's Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Borrower/Grantee's Governing Body in connection with the Loan/Grant Agreement. The Open Meetings Act Resolution adopted and approved by the Governing Body on January 9, 2023, establishes notice standards for meetings of the Governing Body. The Open Meetings Act Resolution has not been amended or repealed. All action of the Governing Body with respect to the Resolution and the

Loan/Grant Agreement was taken at meetings held in compliance with the Open Meetings Act Resolution No. BD-01-09-23-53 which resolution was effective on October 9, 2023, and has not been amended, repealed or rescinded.

14. The Borrower/Grantee is in compliance with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-15, as amended.

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

16. This Certificate is for the benefit of the NMFA.

17. This Certificate may be executed in counterparts.

[Signature page follows.]

WITNESS our signatures and the seal of the Borrower/Grantee this 17th day of November, 2023.

MIDDLE RIO GRANDE CONSERVANCY
DISTRICT, BERNALILLO COUNTY, NEW
MEXICO

[SEAL]

By _____
Chair

By _____
Pamela Fanelli, Secretary/Treasurer

6772667

\$7,080,000
MIDDLE RIO GRANDE CONSERVANCY DISTRICT,
BERNALILLO COUNTY, NEW MEXICO
WATER PROJECT FUND LOAN/GRANT
NO. WPF-5970

STATE OF NEW MEXICO)
) ss. DELIVERY, DEPOSIT AND
COUNTY OF BERNALILLO) CROSS-RECEIPT CERTIFICATE

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and acting Chair and Secretary/Treasurer of the Middle Rio Grande Conservancy District, New Mexico (the "Borrower/Grantee"):

1. On the date of this Certificate, the Borrower/Grantee executed and delivered, or caused to be executed and delivered, a Loan/Grant Agreement between the Borrower/Grantee and the New Mexico Finance Authority (the "NMFA"), in the aggregate principal amount of 7,080,000, to the NMFA (the "Loan/Grant Agreement"), as authorized by Borrower/Grantee Resolution No. M-10-09-23-202 (the "Resolution") adopted on October 9, 2023, relating to the execution and delivery of the Loan/Grant Agreement. The Grant Amount equals \$6,372,000 and the Loan Amount equals \$708,000, as such terms are defined in the Loan/Grant Agreement.

2. The undersigned acknowledge that the Loan/Grant Amount, as defined in the Loan/Grant Agreement, is available for disbursement to the Borrower/Grantee pursuant to the terms of Section 7.2 of the Loan/Grant Agreement upon transmission of payment requisitions to the NMFA in substantially the form attached as Exhibit "C" to the Loan/Grant Agreement, with supporting documentation as provided in the Loan/Grant Agreement, and will be used as set forth in the Resolution and the Loan/Grant Agreement.

WITNESS our hands this 17th day of November, 2023.

MIDDLE RIO GRANDE CONSERVANCY
DISTRICT, BERNALILLO COUNTY, NEW
MEXICO

By _____
Chair

[SEAL]

By _____
Pamela Fanelli, Secretary/Treasurer

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

It is hereby certified by the undersigned, a duly qualified and acting official of the New Mexico Finance Authority, that, the undersigned has, on the date of this Certificate, received from the Middle Rio Grande Conservancy District, New Mexico the Loan/Grant Agreement for Project No. WPF-5970.

NEW MEXICO FINANCE AUTHORITY

By _____
Marquita D. Russel, Chief Executive Officer

6771701

\$7,080,000
MIDDLE RIO GRANDE CONSERVANCY DISTRICT,
BERNALILLO COUNTY, NEW MEXICO
WATER PROJECT FUND LOAN/GRANT
NO. WPF-5970

RIGHT-OF-WAY CERTIFICATE

The undersigned on behalf of the Middle Rio Grande Conservancy District (the "Borrower/Grantee"), a conservancy district in the County of Bernalillo and the State of New Mexico, hereby certifies:

1. That the Borrower/Grantee is the owner in fee simple of the lands needed for the construction, operation, design and maintenance of the facilities to be designed, installed, repaired, or enlarged with the proceeds of the above-referenced Loan/Grant made by the New Mexico Finance Authority and the New Mexico Water Trust Board (the "Project"), or that the Borrower/Grantee has acquired and presently holds continuous and adequate rights-of-way on lands owned by others that are needed for the Project, whether public or private, and such omissions, defects, or restrictions as may exist will in no substantial way or manner endanger the value or the operation of the Project.
2. That the Borrower/Grantee has acquired all necessary permits, franchises, and authorizations or other instruments by whatsoever name designated, from public utilities and public bodies, commissions, or agencies authorizing the construction, operation, and maintenance of the facilities upon, along or across streets, roads, highways, and utility corridors.
3. That the attached map or plat shows the location of all lands and rights-of-way needed for the Project, which lands and rights-of-way the Borrower/Grantee has acquired and now holds by purchase or dedication, by right of use or adverse possession, or by legal conveyances such as right-of-way or easement deeds, permits, or other instruments.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of the Middle Rio Grande Conservancy District as of this 17th day of November, 2023.

WIGGINS, WILLIAMS & WIGGINS
A Professional Corporation

By _____

Lorna M. Wiggins, Esq.
Attorneys for the Middle Rio Grande
Conservancy District
1803 Rio Grande Blvd. NW
Albuquerque, New Mexico 87104

6772738

November 17, 2023

FINAL OPINION OF COUNSEL FOR THE BORROWER/GRANTEE

To: New Mexico Finance Authority
207 Shelby Street
Santa Fe, New Mexico 87501

Re: Middle Rio Grande Conservancy District, Bernalillo County, New Mexico
\$7,080,000 Loan/Grant No. WPF-5970

Ladies and Gentlemen:

We are the attorneys representing the Middle Rio Grande Conservancy District (the “Borrower/Grantee”) in connection with the above-referenced Loan/Grant. We are licensed to practice law and in good standing in the State of New Mexico. We provide this opinion in our role as counsel to the Borrower/Grantee, understanding that the New Mexico Finance Authority (the “Lender/Grantor”) is relying on this opinion letter and but for this opinion letter, the Loan/Grant would not be approved.

Capitalized terms used in this Opinion have the same meaning as defined in Resolution No. M-10-09-23-202 adopted by the Governing Body of the Borrower/Grantee on October 9, 2023 (the “Resolution”) unless otherwise defined in this Opinion or the context requires otherwise.

We hereby certify that we have examined:

- (1) The Middle Rio Grande Conservancy District Water Project Fund Application dated September 8, 2022, and, the New Mexico Water Trust Board Approval dated May 3, 2023, and the NMFA Board Approval dated May 25, 2023, for Loan/Grant No. WPF-5970 (the “Application” and the “Approval,” respectively), relating to the Project.
- (2) The statutes creating or authorizing the creation of the Borrower/Grantee and incorporation documents creating the Borrower/Grantee.
- (3) The Annual Open Meetings Act Resolution(s) of the Borrower/Grantee in effect on October 9, 2023, and on November 17, 2023.

- (4) The proceedings of the Governing Body (including all agendas, minutes, resolutions, ordinances and publications) which authorize the Loan/Grant application, the Project development, the budget for the Project, and the contracts with the various Project professionals including but not limited to architects, engineers, planners and contractors.
- (5) Proceedings of the Borrower/Grantee from the date of the Application to the date of this Opinion, including, without limiting the generality of the foregoing, the action of the Borrower/Grantee relating to (a) the selection of its Chair, Board of Directors, and Secretary/Treasurer; (b) the adoption of the Borrower/Grantee's Annual Open Meetings Act Resolution or resolutions; (c) the adoption of ordinances or resolutions governing the operation of the Project; (d) the plans and specifications for the Project; (e) cost estimates for the Project; (f) the adoption of ordinances, resolutions and regulations for the furnishing of service to customers; (g) the proposed operating budget for services to be provided, in whole or in part, in connection with the Project; (h) the proposal to finance the Project, in whole or in part, with a Loan/Grant made by the Water Trust Board, acting through the NMFA; (i) the Resolution authorizing the Authorized Officers to execute necessary documents to obtain the Loan/Grant for the Project; (j) all necessary approvals for the Project from federal, State or local authorities; and (k) the execution and delivery of the Loan/Grant Agreement evidencing the Loan/Grant.
- (6) The Resolution and the Loan/Grant Agreement providing that the Lender/Grantor on behalf of the Borrower/Grantee shall maintain a separate Project Account as a book account on behalf of the Borrower/Grantee and shall cause the disbursement of the Loan/Grant Amount as provided in Article IV of the Loan/Grant Agreement.
- (7) The records and files of all offices in which there might be recorded, filed, or indexed, any liens of any nature whatsoever, affecting the title to any real property to be acquired with the Loan/Grant proceeds, or on which will be located any Project property to be acquired with the Loan/Grant proceeds.

Based upon our examination of the foregoing, it is our opinion that:

- A. The Borrower/Grantee is a duly organized and existing conservancy district under the laws of the State of New Mexico.
- B. The ordinances, resolutions, rules and regulations governing the operation of the Project have been duly adopted and are now in full force and effect.
- C. The Authorized Officers of the Borrower/Grantee were duly and validly elected or appointed and are empowered to act for the Borrower/Grantee.
- D. The Borrower/Grantee has full legal right and authority:
 - (1) to design, acquire, construct, install and complete the Project;
 - (2) to execute and deliver Loan/Grant documents including those identified above;

- (3) to perform all acts required by such Loan/Grant documents to be done by it; and
 - (4) to own, operate and maintain the Project during its Useful Life.
- E. All proceedings of the Borrower/Grantee, its elected and appointed officers, and employees, required or necessary to be taken in connection with the authorization of the actions specified above have been duly taken and all such authorizations are presently in full force and effect.
- F. The Resolution has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner except as set forth in the Resolution. The Resolution constitutes valid and sufficient legal authority for the Borrower/Grantee to carry out and enforce the provisions of the Loan/Grant Agreement.
- G. The Resolution is a valid and binding special limited obligation of the Borrower/Grantee enforceable in accordance with its terms and creates the pledge of the Net System Revenues (as defined in the Loan/Grant Agreement) of the Borrower/Grantee, as described in the Loan/Grant Agreement (the "Pledged Revenues") which it purports to create.
- H. The Loan/Grant Agreement is a valid and binding special, limited obligation of the Borrower/Grantee, enforceable in accordance with its terms and provisions and the terms and provisions of the Resolution.
- I. No event will result from the execution and delivery of the Loan/Grant Agreement that constitutes a default or an event of default under either the Loan/Grant Agreement or the Resolution, and no event of default and no default under the Loan/Grant Agreement or the Resolution has occurred and is continuing on the date of this Opinion.
- J. The Borrower/Grantee has duly authorized and approved the consummation by it of all transactions, and has complied with all requirements and satisfied all conditions, which are required by the Loan/Grant Agreement to have been authorized, approved, performed or consummated by the Borrower/Grantee at or prior to the date of this Opinion. The Borrower/Grantee has full legal right, power and authority to carry out and consummate the transactions contemplated by the Resolution and the Loan/Grant Agreement.
- K. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the enforceability of the Loan/Grant Agreement or any of the actions required to be taken by the Resolution or the Loan/Grant Agreement to the date of this Opinion have been obtained and are in full force and effect.
- L. Neither the Borrower/Grantee's adoption of the Resolution nor any action contemplated by or pursuant to the Resolution or the Loan/Grant Agreement does or will conflict with, or constitutes a breach by the Borrower/Grantee of, or default by the Borrower/Grantee under any law, court decree or order, governmental regulation, rule or order, ordinance, resolution, agreement, indenture, mortgage or other instrument to which the Borrower/Grantee is subject or by which it is bound.

- M. There is no actual or threatened action, suit, proceeding, inquiry or investigation against the Borrower/Grantee, at law or in equity, by or before any court, public board or body, nor to our knowledge, is there any basis therefore, affecting the existence of the Borrower/Grantee or the titles of its officials to their respective offices, or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Borrower/Grantee, (b) the use of the proceeds of the Loan/Grant Agreement for the Project and to pay certain costs of the Lender/Grantor and the Water Trust Board associated with the administration of the Water Project Fund, (c) the validity or enforceability of the Loan/Grant Agreement or any proceedings of the Borrower/Grantee with respect to the Resolution or the Loan/Grant Agreement, (d) the execution and delivery of the Loan/Grant Agreement, (e) the authority of the Borrower/Grantee to repay the Loan Amount, or (f) the power of the Borrower/Grantee to carry out the transactions contemplated by the Resolution and the Loan/Grant Agreement.
- N. There are no recorded liens of any nature whatsoever affecting the title to any real property upon which the Project will be located.
- O. The Borrower/Grantee has proper title, easement and rights of way to the property upon or through which the Project is to be designed and constructed.
- P. No legal proceedings have been instituted or are pending, and to our knowledge none are threatened, whether or not the Borrower/Grantee is named as a party in such proceedings, which would affect the Borrower/Grantee's interest in the real property upon which the Project will be located, and there are no judgments against the Borrower/Grantee or liens against any property of the Borrower/Grantee that would impair the Borrower/Grantee's ability to complete the Project.
- Q. The Borrower/Grantee has acquired all of the necessary land rights, easements and rights-of-way for the Project and the Borrower/Grantee now has sufficient, adequate and continuous rights-of-way to permit the design, construction, installation, operation and maintenance of the Project.

Dated this 17th day of November, 2023.

Very truly yours,

WIGGINS, WILLIAMS & WIGGINS
A Professional Corporation

By _____
Lorna M. Wiggins

LMW:mcs

November 17, 2023

New Mexico Finance Authority
207 Shelby Street
Santa Fe, New Mexico 87501

Middle Rio Grande Conservancy District
1931 Second Street SW
Albuquerque, New Mexico 87102

\$7,080,000 New Mexico Finance Authority Loan/Grant to
the Middle Rio Grande Conservancy District (WPF-5970)

Ladies and Gentlemen:

We have acted as Loan/Grant Counsel to the New Mexico Finance Authority in connection with the \$7,080,000 Loan/Grant Agreement dated November 17, 2023 (the "Loan/Grant Agreement") by and between the Middle Rio Grande Conservancy District (the "Borrower/Grantee") and the New Mexico Finance Authority (the "NMFA"). The Loan/Grant Agreement is executed and delivered by the Borrower/Grantee pursuant to Sections 73-14-1 through 73-14-92, NMSA 1978, as amended and the Borrower/Grantee's Resolution No. M-10-09-23-202, adopted on October 9, 2023 (the "Resolution"). The Loan/Grant Agreement has been executed and delivered to provide funds for design and construction of the Corrales Siphon Replacement for the Borrower/Grantee (the "Project"), as described in the Loan/Grant Agreement.

We have examined the Resolution and such other law and certified proceedings and other documents as we deem necessary to deliver this opinion. As to questions of fact material to the opinions set forth herein, we have relied upon representations of the Borrower/Grantee contained in the Resolution and certified proceedings and other documents furnished to us, without undertaking to verify the same by independent investigation. In addition, we have relied upon statements of law made and legal opinions delivered by the Borrower/Grantee's legal counsel in the certified proceedings. Our examination has been limited to the foregoing as they exist or are in effect as of the date hereof.

Based on our examination, we are of the opinion that, under existing laws, regulations, rulings and judicial decisions as of the date hereof, subject to the provisions of federal bankruptcy law and other laws affecting creditors' rights and further subject to the exercise of judicial discretion in accordance with general principles of equity and the assumptions, qualifications and limitations contained in this opinion:

1. The Resolution is a valid and binding special limited obligation of the Borrower/Grantee enforceable in accordance with its terms and creates the pledge of the Net System Revenues of the Borrower/Grantee, as described in the Loan/Grant Agreement (the "Pledged Revenues") which it purports to create.

November 17, 2023

Page 2

2. The Loan/Grant Agreement is a valid and binding special, limited obligation of the Borrower/Grantee, enforceable in accordance with its terms and provisions and the terms and provisions of the Resolution.

3. The Loan/Grant Agreement is payable solely from, and such payment is secured by a valid and binding lien on the Pledged Revenues as set forth in the Loan/Grant Agreement. The NMFA has no right to have taxes levied by the Borrower/Grantee for the payment of principal of or interest on the Loan/Grant Agreement and the Loan/Grant Agreement does not represent or constitute a debt or a pledge of, or a charge against, the general credit of the Borrower/Grantee.

4. The Loan/Grant Agreement is a valid and binding obligation of the NMFA and is enforceable in accordance with its terms and provisions.

We express no opinion with respect to the provisions of the Loan/Grant Agreement and the Resolution with respect to indemnification, provisions requiring that amendments be in writing or payment of attorneys' fees.

This opinion letter is limited to matters expressly stated in this opinion letter and no opinion is inferred or may be implied beyond the matters expressly stated in this opinion letter.

We express no opinion as to, or the effect or applicability of, any laws other than the laws of the State of New Mexico. The opinions expressed herein are based only on the laws in effect as of the date hereof, and in all respects are subject to and may be limited by future legislation, as well as developing case law. We undertake no obligation to update or modify this opinion for any future events or occurrences, including, but not limited to, determining or confirming continuing compliance by the NMFA and the Borrower/Grantee with the terms of the Loan/Grant Agreement.

The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of results.

We understand that this opinion is being relied upon by the addressees hereof, and we consent to such reliance, but this opinion may not be delivered to or relied upon by any other person or entity without our written consent.

Very truly yours,

SUTIN, THAYER & BROWNE
A Professional Corporation

DETAILED BOND DEBT SERVICE

Middle Rio Grande Conservancy District
MRDCD Corrales Siphon Replacement, WPF-5970

Loan Component (LOAN)

Period Ending	Principal	Coupon	Interest	Debt Service
06/01/2026	31,982	0.250%	4,493.83	36,475.83
06/01/2027	34,786	0.250%	1,690.04	36,476.04
06/01/2028	34,873	0.250%	1,603.08	36,476.08
06/01/2029	34,960	0.250%	1,515.90	36,475.90
06/01/2030	35,048	0.250%	1,428.50	36,476.50
06/01/2031	35,135	0.250%	1,340.88	36,475.88
06/01/2032	35,223	0.250%	1,253.04	36,476.04
06/01/2033	35,311	0.250%	1,164.98	36,475.98
06/01/2034	35,399	0.250%	1,076.70	36,475.70
06/01/2035	35,488	0.250%	988.20	36,476.20
06/01/2036	35,577	0.250%	899.48	36,476.48
06/01/2037	35,665	0.250%	810.54	36,475.54
06/01/2038	35,755	0.250%	721.38	36,476.38
06/01/2039	35,844	0.250%	632.00	36,476.00
06/01/2040	35,934	0.250%	542.38	36,476.38
06/01/2041	36,023	0.250%	452.56	36,475.56
06/01/2042	36,114	0.250%	362.50	36,476.50
06/01/2043	36,204	0.250%	272.20	36,476.20
06/01/2044	36,294	0.250%	181.70	36,475.70
06/01/2045	36,385	0.250%	90.96	36,475.96
	708,000		21,520.85	729,520.85



Memorandum

To: MRGCD Chair Russo Baca and Board of Directors
Jason Casuga, CEO/CE
Pam Fanelli, CFO

From: Richard DeLoia, Chief Procurement Officer *RD*

Date: September 29, 2023

Re: APPROVAL FOR PERALTA PEDESTRIAN BRIDGE INSTALLATION

MRGCD staff is requesting approval for the installation and construction of the Peralta Pedestrian Bridge funded by Capital Appropriation #21-F4090. Bids were requested from the three (3) MRGCD On-call Construction Contractors. The current On-call contract is active and was obtained through the RFP process. The lowest responsible bidder was Lopez Precision LLC with a cost of \$137,821.17 including NMGRT.

This project is located within the Lower Peralta Riverside Drain in Belen, New Mexico. In November of 2022, the MRGCD expended \$66,879.00 of the \$250,000 Capital Appropriations funding dedicated to this project for the bridge fabrication. It is anticipated that approximately \$44,299.83 will remain to be returned to the funding agency.

<u>VENDOR</u>	<u>GRAND TOTAL</u>
LOPEZ PRECISION LLC	\$137,821.17 w/NMGRT

BID TABULATION - PERALTA PEDESTRIAN BRIDGE				Engineers Estimate		AUI, Inc.		Lopez Precision, LLC		SDV, Inc.
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	
1	CLEARING AND GRUBBING	1	LS	\$1,707.60	\$1,707.60	\$11,560.00	\$11,560.00	\$2,480.00	\$2,480.00	NO RESPONSE
2	MOBILIZATION / DEMOBILIZATION	1	LS	\$17,081.40	\$17,081.40	\$32,000.00	\$32,000.00	\$11,641.00	\$11,641.00	
3	CONSTRUCTION STAKING	1	LS	\$5,124.60	\$5,124.60	\$16,525.00	\$16,525.00	\$2,800.00	\$2,800.00	
4	REINFORCED (BLACK BAR) STRUCTURAL CONCRETE	31	CY	\$1,800.00	\$55,800.00	\$5,037.00	\$156,147.00	\$1,091.61	\$33,839.91	
5	STATIONARY BOLLARDS INCL. FOUNDATION (COA SD 2250)	2	EA	\$1,500.00	\$3,000.00	\$1,935.00	\$3,870.00	\$1,800.00	\$3,600.00	
6	EXCAVATION	159	CY	\$54.00	\$8,586.00	\$35.00	\$5,565.00	\$78.00	\$12,402.00	
7	BACKFILL	168	CY	\$108.00	\$18,144.00	\$106.00	\$17,808.00	\$126.86	\$21,312.48	
8	BORROW	120	CY	\$24.00	\$2,880.00	\$52.00	\$6,240.00	\$45.00	\$5,400.00	
9	INSTALLATION OF PREFABRICATED PEDESTRIAN BRIDGE	1	LS	\$20,000.00	\$20,000.00	\$117,686.00	\$117,686.00	\$31,763.00	\$31,763.00	
10	TRAFFIC CONTROL	1	LS	\$3,000.00	\$3,000.00	\$10,066.00	\$10,066.00	\$2,300.00	\$2,300.00	
SUBTOTAL (ITEMS 1-10)				\$135,323.60		\$377,467.00		\$127,538.39		
NMGRT (BELEN @ 8.0625%)				\$10,910.47		\$30,433.28		\$10,282.78		
GRAND TOTAL				\$146,200.00		\$407,900.28		\$137,821.17		

GENERAL NOTES

PEDESTIAN BRIDGE STRUCTURAL NOTES

- THESE NOTES APPLY TO THE CONSTRUCTION OF THE PEDESTRIAN BRIDGE ONLY. THIS INCLUDES BOTH ABUTMENTS, STEEL TRUSS SUPERSTRUCTURE AND DECK IN THEIR ENTIRETY.
- STANDARD SPECIFICATIONS AND STANDARD DETAILS REFERENCED IN THIS PROJECT ARE PER NEW MEXICO STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION.
- THE PEDESTRIAN BRIDGE SUBSTRUCTURE IS DESIGNED IN ACCORDANCE WITH AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, NINTH EDITION, 2014 WITH ALL CURRENT INTERIM REVISIONS AS MODIFIED BY THE LRFD GUIDE SPECIFICATIONS FOR THE DESIGN OF PEDESTRIAN BRIDGES, SECOND EDITION, 2020 WITH ALL CURRENT INTERIM REVISIONS.
- THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING THE DESIGN AND FABRICATION OF THE PEDESTRIAN BRIDGE SUPERSTRUCTURE. THE PEDESTRIAN BRIDGE SUPERSTRUCTURE DESIGN SHALL BE IN ACCORDANCE WITH SECTION 541-A OF THE SUPPLEMENTAL TECHNICAL SPECIFICATIONS. THE DESIGN SHALL BE STAMPED BY A STATE OF NEW MEXICO REGISTERED PROFESSIONAL ENGINEER.
- THE CONTRACTOR SHALL PROVIDE AND SUBMIT A 3-D MEMBER IDENTIFICATION MODEL OF THE STEEL TRUSS BRIDGE ALONG WITH A STAMPED/SIGNED LETTER DOCUMENTATION OF A THIRD-PARTY INDEPENDENT STATE OF NEW MEXICO REGISTERED PROFESSIONAL ENGINEER'S REVIEW OF THE TRUSS DESIGN AND FABRICATION SHOP DRAWINGS.
- IN THE EVENT OF A CONFLICT BETWEEN NMDOT SPECIFICATIONS AND SUPPLEMENTARY TECHNICAL SPECS, THE SUPPLEMENTARY SPECIFICATIONS SHALL TAKE PRECEDENCE.
- REINFORCING BARS SHALL BE GRADE 60. DIMENSIONS SHOWN REFER TO THE CENTERLINE OF THE BARS UNLESS NOTED OTHERWISE.
- THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO STARTING CONSTRUCTION. THE ENGINEER OF RECORD SHALL BE NOTIFIED OF ANY DISCREPANCIES OR INCONSISTENCIES.
- DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALE SHOWN ON DRAWINGS.
- NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS.
- THE CONTRACT STRUCTURAL DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE STRUCTURE DURING CONSTRUCTION, AS WELL AS WORKER SAFETY AND COMPLIANCE WITH OSHA OR OTHER AGENCY SAFETY GUIDELINES. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO, BRACING, SHORING FOR LOADS DUE TO CONSTRUCTION EQUIPMENT, ETC..
- NOTCHING OR CUTTING OF ANY STRUCTURAL MEMBER IN THE FIELD IS PROHIBITED, UNLESS APPROVED BY THE STRUCTURAL ENGINEER.
- A REGISTERED, LICENSED GEOTECHNICAL ENGINEER SHALL OBSERVE ALL CONTROLLED EARTHWORK. THE GEOTECHNICAL ENGINEER SHALL PROVIDE PERIODIC ON-SITE OBSERVATION BY EXPERIENCED PERSONNEL DURING CONSTRUCTION OF CONTROLLED EARTHWORK.
- THE GEOTECHNICAL ENGINEER SHALL SUBMIT THE RESULTS OF ALL REQUIRED TESTS TO THE OWNER OR OWNER'S REPRESENTATIVE.
- FABRICATOR SHALL PROVIDE EXPANSION AND FIXED BEARINGS WHERE INDICATED IN PLAN. EXPANSION BEARINGS SHALL UTILIZE ELASTOMERIC BEARING PADS OR "FRICTIONLESS" PLATES TO PERMIT THERMAL EXPANSION AND CONTRACTION PARALLEL TO AXIS OF BRIDGE.
- THE CONTRACTOR SHALL FURNISH AND INSTALL EIGHT REFLECTOR DEVICES. REFLECTOR DEVICE TYPE, COLOR AND INSTALLATION SHALL BE COORDINATED WITH MRGCD.

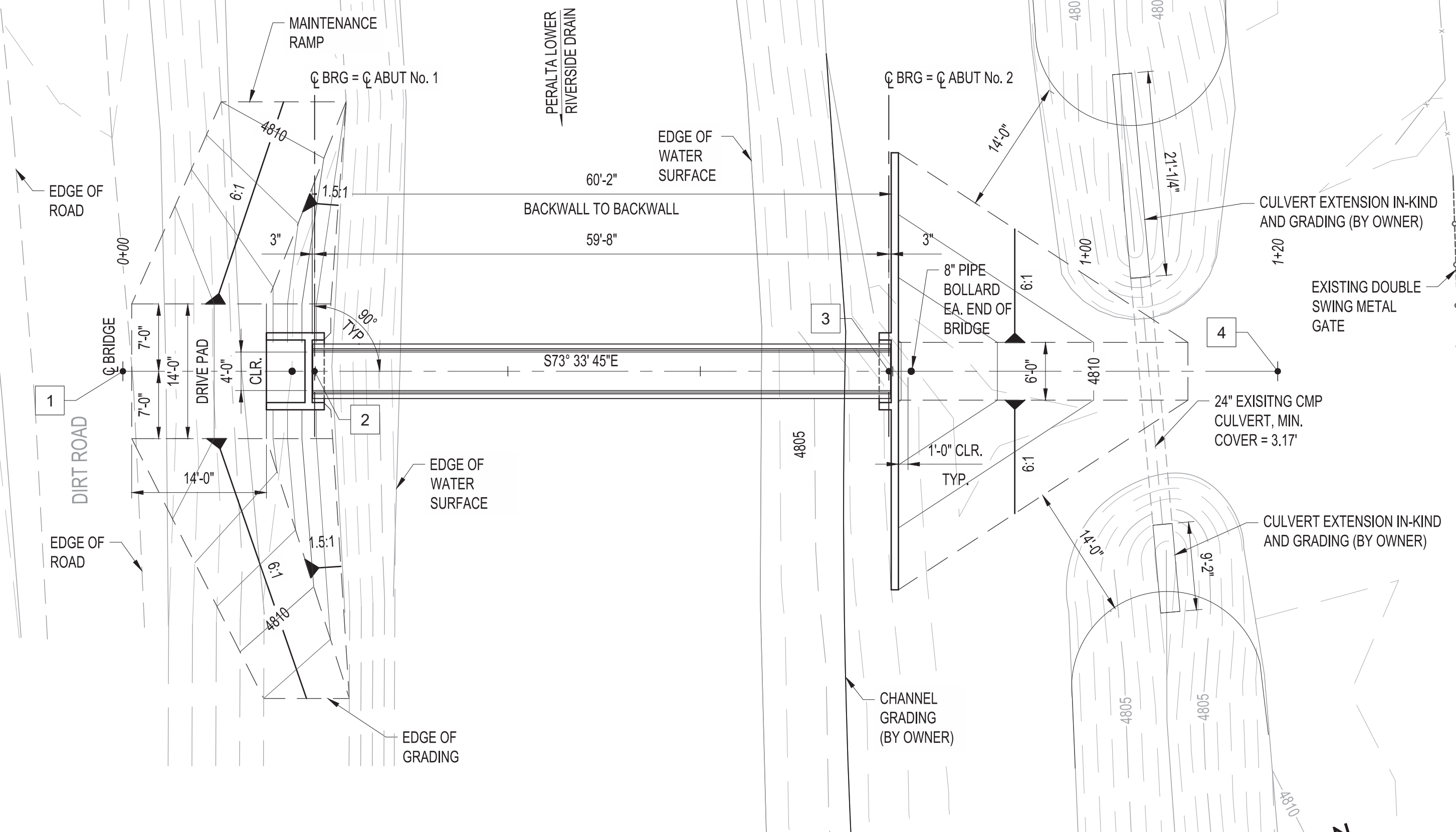
DESIGN CRITERIA

GRAVITY LOADS:		
PEDESTRIAN LIVE LOAD	=	90 PSF
WIND LOADS:		
HORIZONTAL WIND LOADS:		
STRENGTH III 3-SECOND GUST WIND SPEED, $V_{STR,III}$	=	115 MPH
SERVICE I 3-SECOND GUST WIND SPEED, $V_{SVC,I}$	=	70 MPH
EXPOSURE CATEGORY	=	C
PRESSURE EXPOSURE AND ELEVATION COEFFICIENT, K_z	=	1.00
GUST EFFECT FACTOR, G	=	1.00
WINDWARD DRAG COEFFICIENT, $C_{D,W}$	=	2.0
LEEWARD DRAG COEFFICIENT, $C_{D,L}$	=	1.0
VERTICAL WIND LOADS:		
STRENGTH III VERTICAL WIND PRESSURE, $P_{STR,III}$	=	0.020 KSF
SEISMIC LOADS:		
DESIGN DESIGN PEAK GROUND ACCELERATION, A_g	=	0.239-g
DESIGN 0.2-SEC PERIOD SPECTRAL ACCELERATION, S_{DS}	=	0.556-g
DESIGN 1.0-SEC PERIOD SPECTRAL ACCELERATION, S_{D1}	=	0.248-g
SEISMIC ZONE	=	2
MINIMUM SUPERSTRUCTURE CONNECTION LOAD	=	0.239 W
MINIMUM SUPPORT LENGTH	=	8.125 IN
THERMAL LOADS:		
COEFFICIENTS OF THERMAL EXPANSION:		
CONCRETE THERMAL EXPANSION COEFFICIENT, α_c	=	0.000072 IN/°F-FT
STEEL THERMAL EXPANSION COEFFICIENT, α_s	=	0.000078 IN/°F-FT
DESIGN TEMPERATURE RANGES:		
CONCRETE DESIGN TEMPERATURE RANGE, ΔT	=	80°F (0°F TO 80°F)
STEEL	=	130°F (-20°F TO 110°F)
DESIGN SOIL PARAMETERS:		
MAXIMUM ALLOWABLE SOIL BEARING PRESSURE	=	1500 PSF
EQUIVALENT FLUID PRESSURE - ACTIVE	=	35 PSF/FT
EQUIVALENT FLUID PRESSURE - AT REST	=	50 PSF/FT
EQUIVALENT FLUID PRESSURE - PASSIVE	=	200 PSF/FT
COEFFICIENT OF FRICTION	=	0.25
CONCRETE:		
CLASS A CONCRETE		
AIR ENTRAINED		
($f_c = 4000$ psi @ 28 DAYS)		
STEEL REINFORCEMENT:		
ASTM A 615 $f_y = 60$ KSI		

BRIDGE COLOR TABLE		
AREAS FOR COLOR TREATMENT	TREATMENT	COLOR
BRIDGE SUPERSTRUCTURE	2	-
ABUTMENT CAPS AND WINGWALLS	1	1
STATIONARY BOLLARDS	3	2

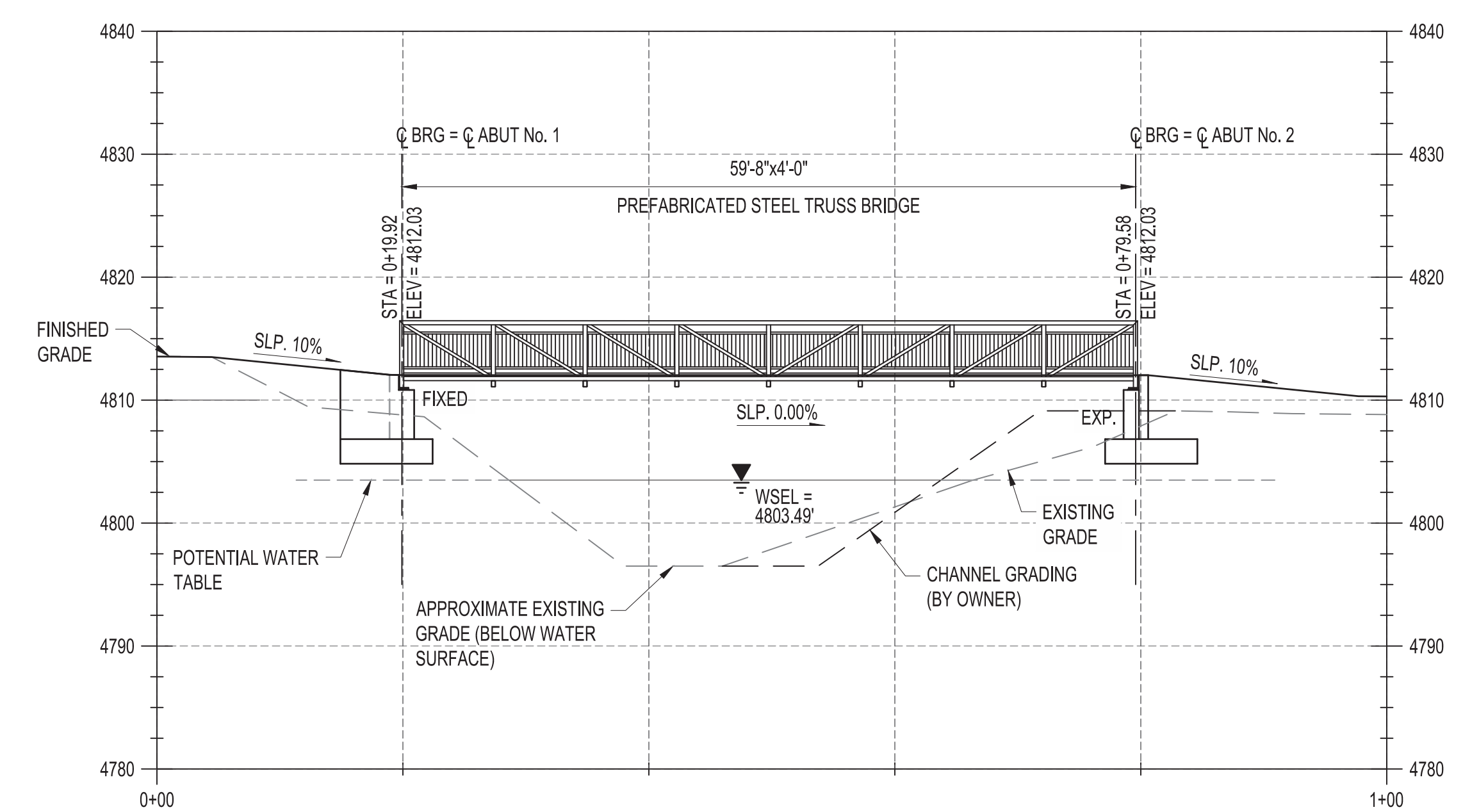
TREATMENTS:	COLORS:
1. SMOOTH FORM FINISH	1. SUBMIT COLOR WHEEL TO OWNER FOR SELECTION
2. SELF WEATHERING STEEL	2. YELLOW WITH WARNING TAPE PER COA STD 2250
3. PAINTED STEEL	

MINIMUM REBAR SPLICE LENGTHS FOR CONCRETE	
BAR SIZE	MIN LAP SPLICE
#4	21 IN
#5	27 IN
#6	33 IN
#7	45 IN
#8	60 IN



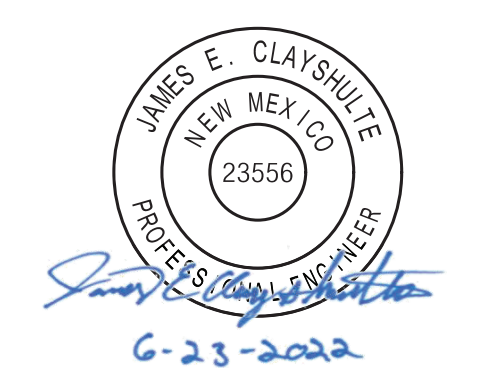
1 STRUCTURE LOCATION PLAN
SCALE: 1" = 10'-0"

BRIDGE POINT TABLE					
X	POINT	NORTHING	EASTING	STATION	DESCRIPTION
	1	1,335,712.19'	1,493,058.44'	0+00.00'	BEGINNING OF ALIGNMENT
	2	1,335,706.55'	1,493,077.55'	0+19.92'	CENTER OF BRG.
	3	1,335,689.67'	1,493,134.77'	0+79.58'	CENTER OF BRG.
	4	1,335,678.23'	1,493,173.54'	1+20.00'	END OF ALIGNMENT



2 STRUCTURE PROFILE
SCALE: 1" = 10'-0"

NOTE: ELEVATIONS ARE GIVEN AT THE TOP OF DECK SURFACE.



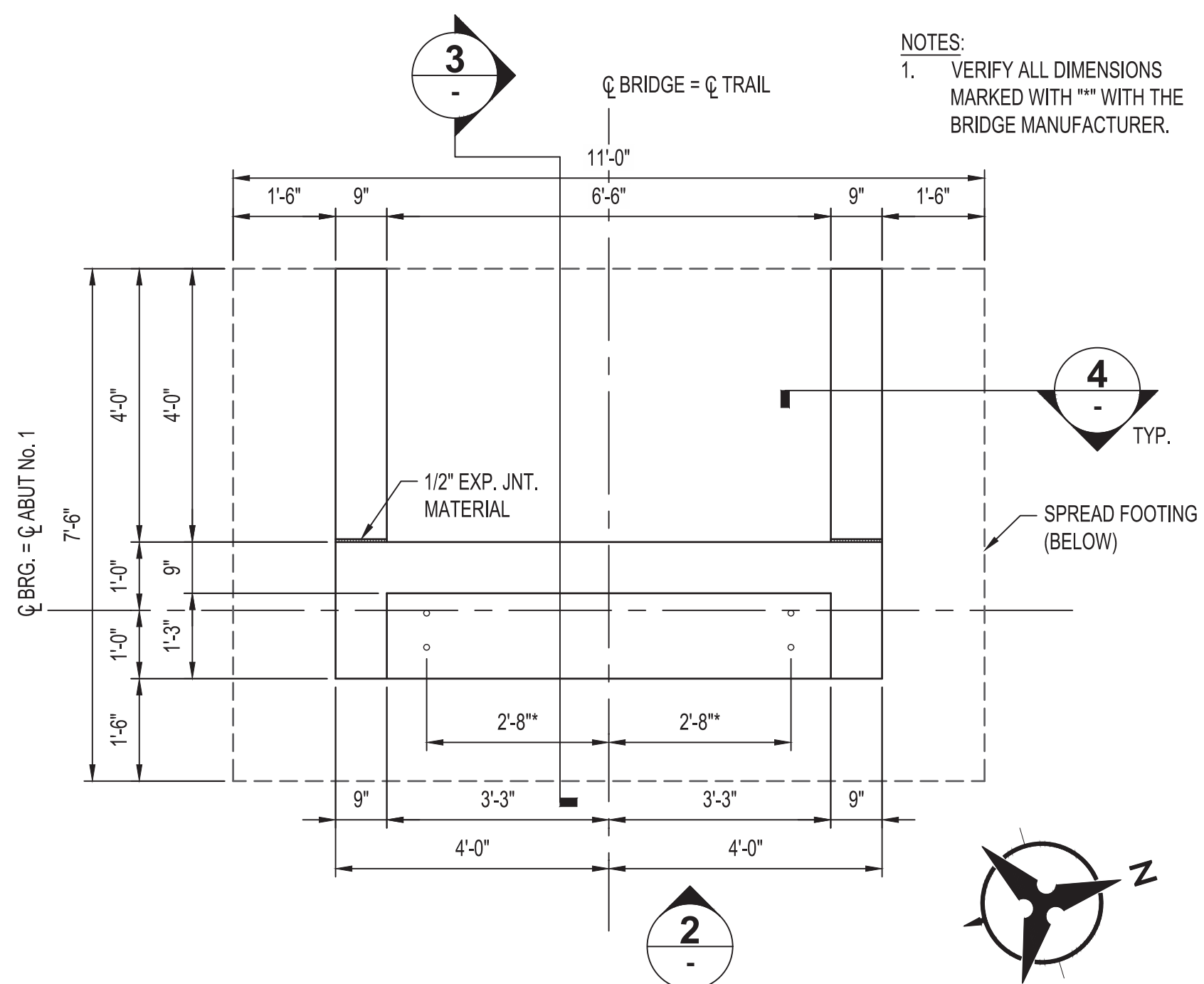
MIDDLE RIO GRANDE CONSERVANCY DISTRICT

PERALTA-PEDESTRIAN-BRIDGE

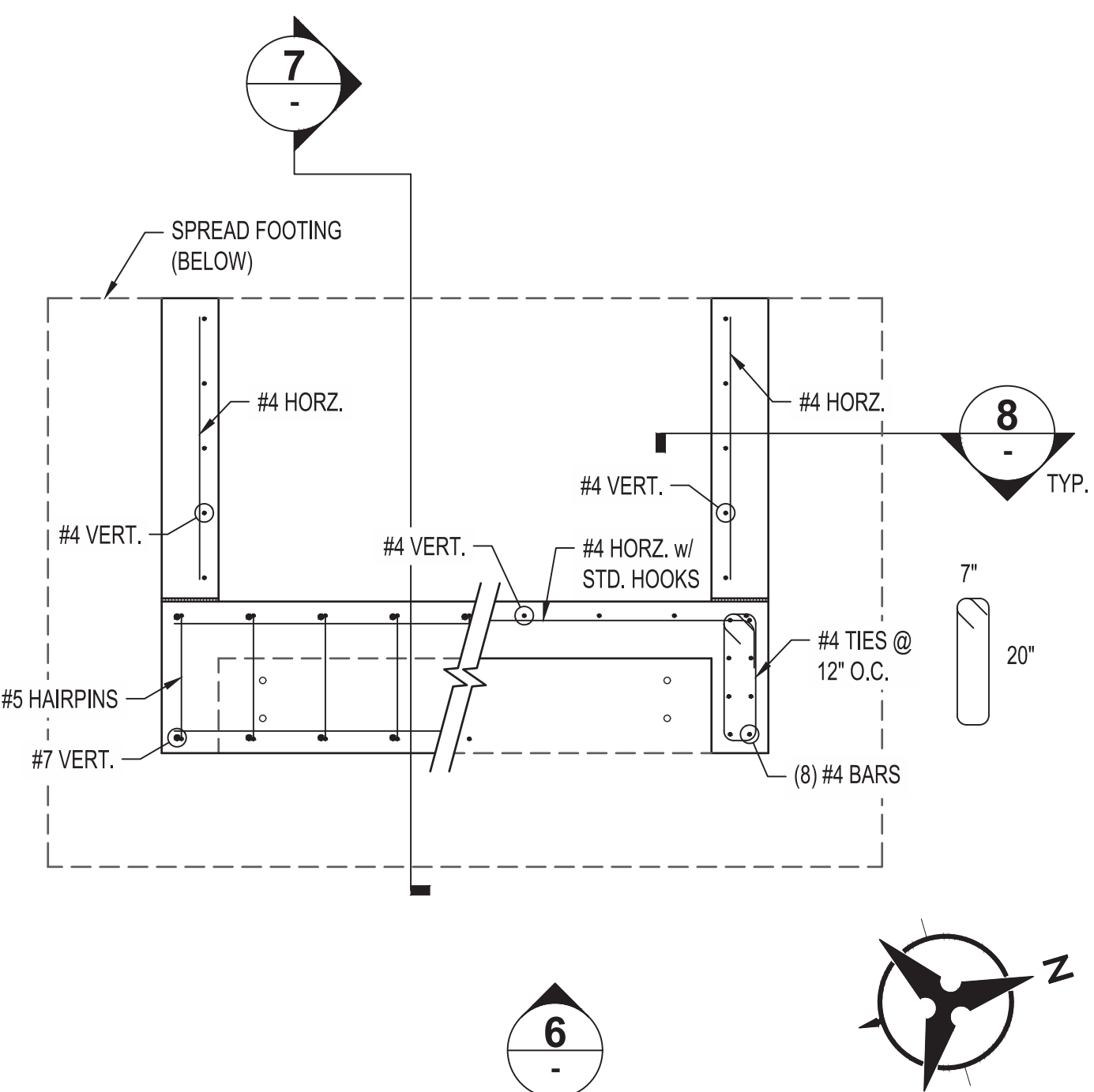
SHEET-1/4

LOWER-RIVERSIDE-DRAIN/STA-43+50

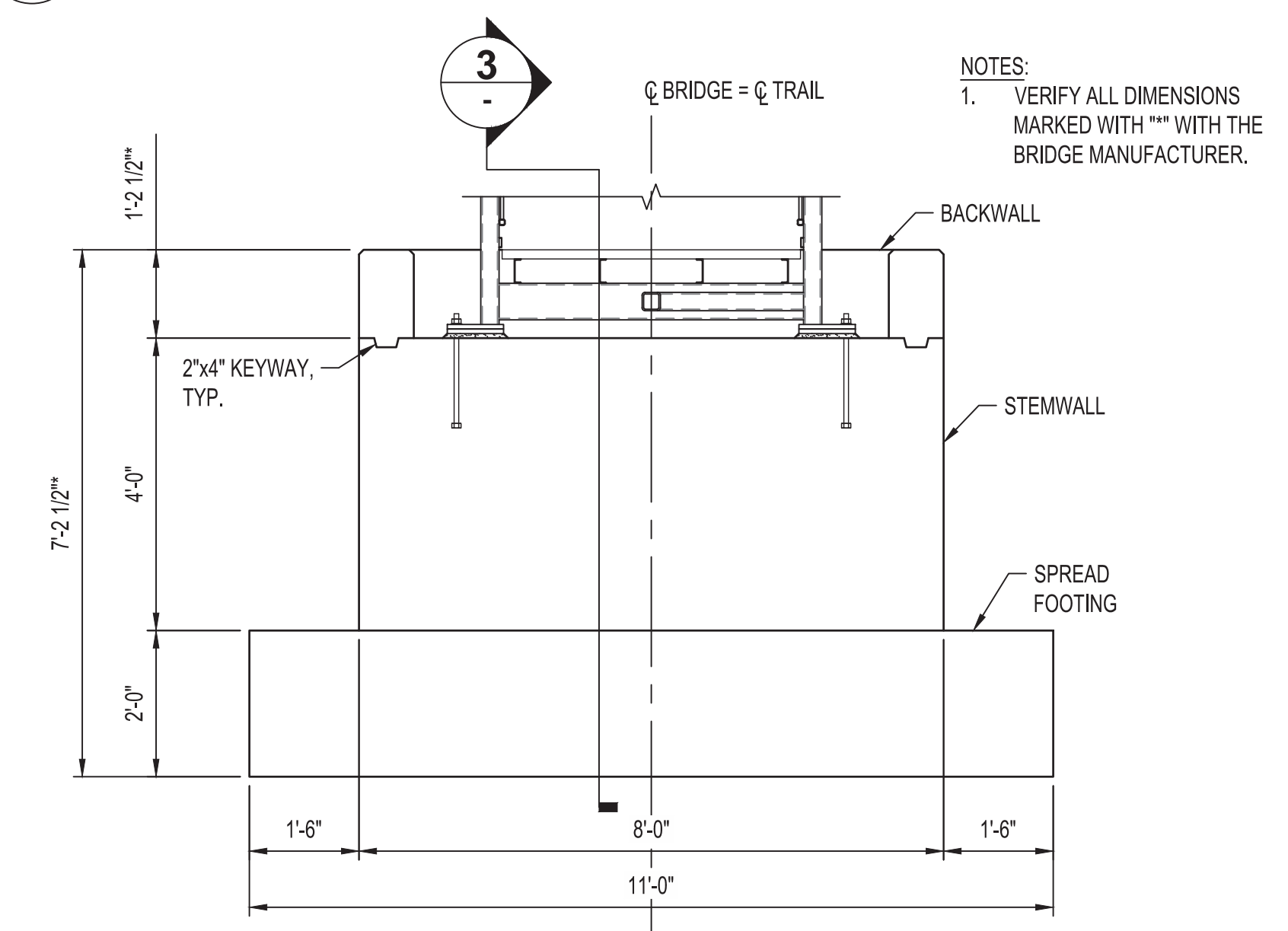
CONSERVANCY DISTRICT



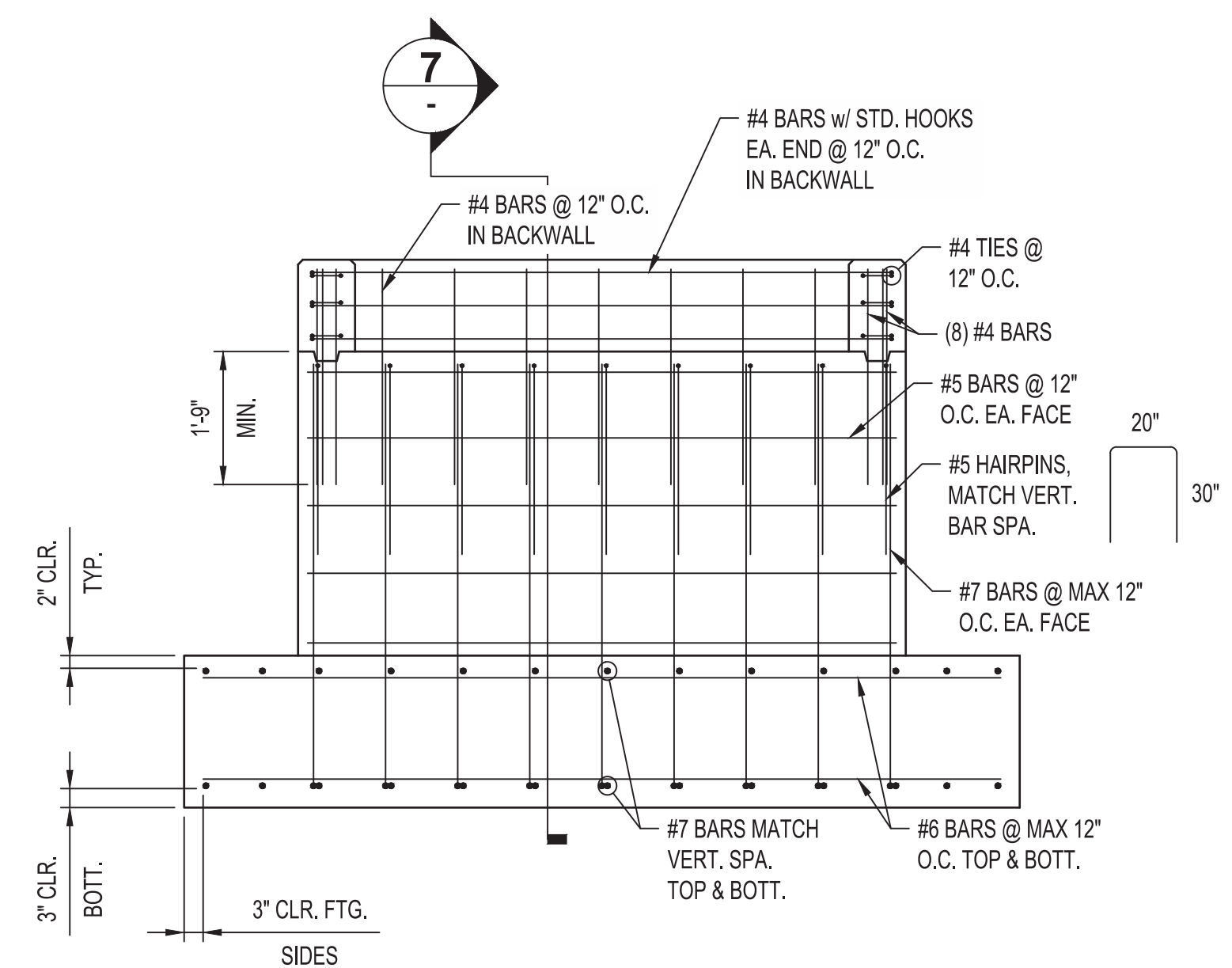
1 ABUTMENT No. 1 LAYOUT PLAN
SCALE: 1/2" = 1'-0"



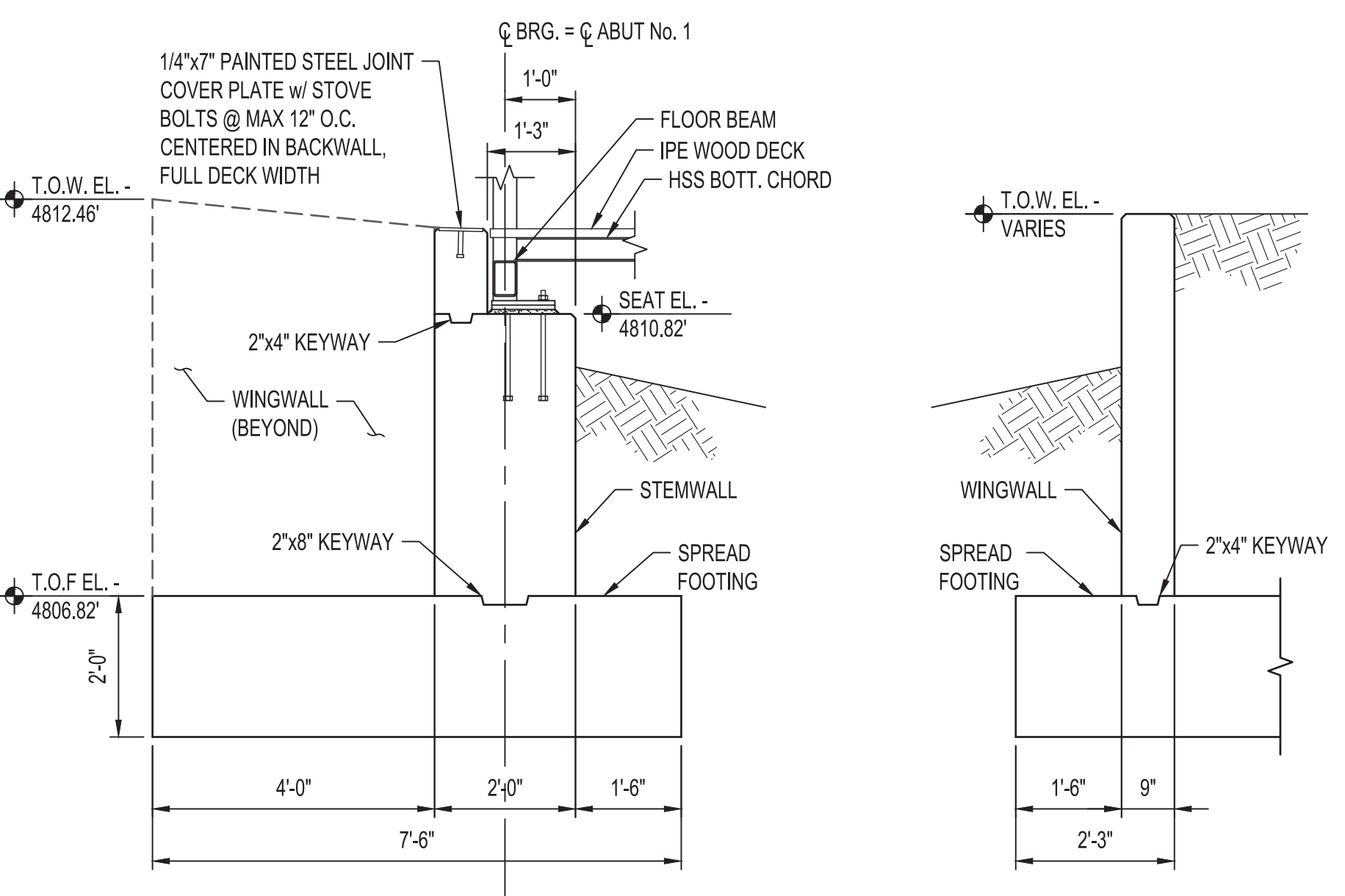
5 ABUTMENT No. 1 REINFORCING PLAN
SCALE: 1/2" = 1'-0"



2 ABUTMENT No. 1 ELEVATION
SCALE: 1/2" = 1'-0"

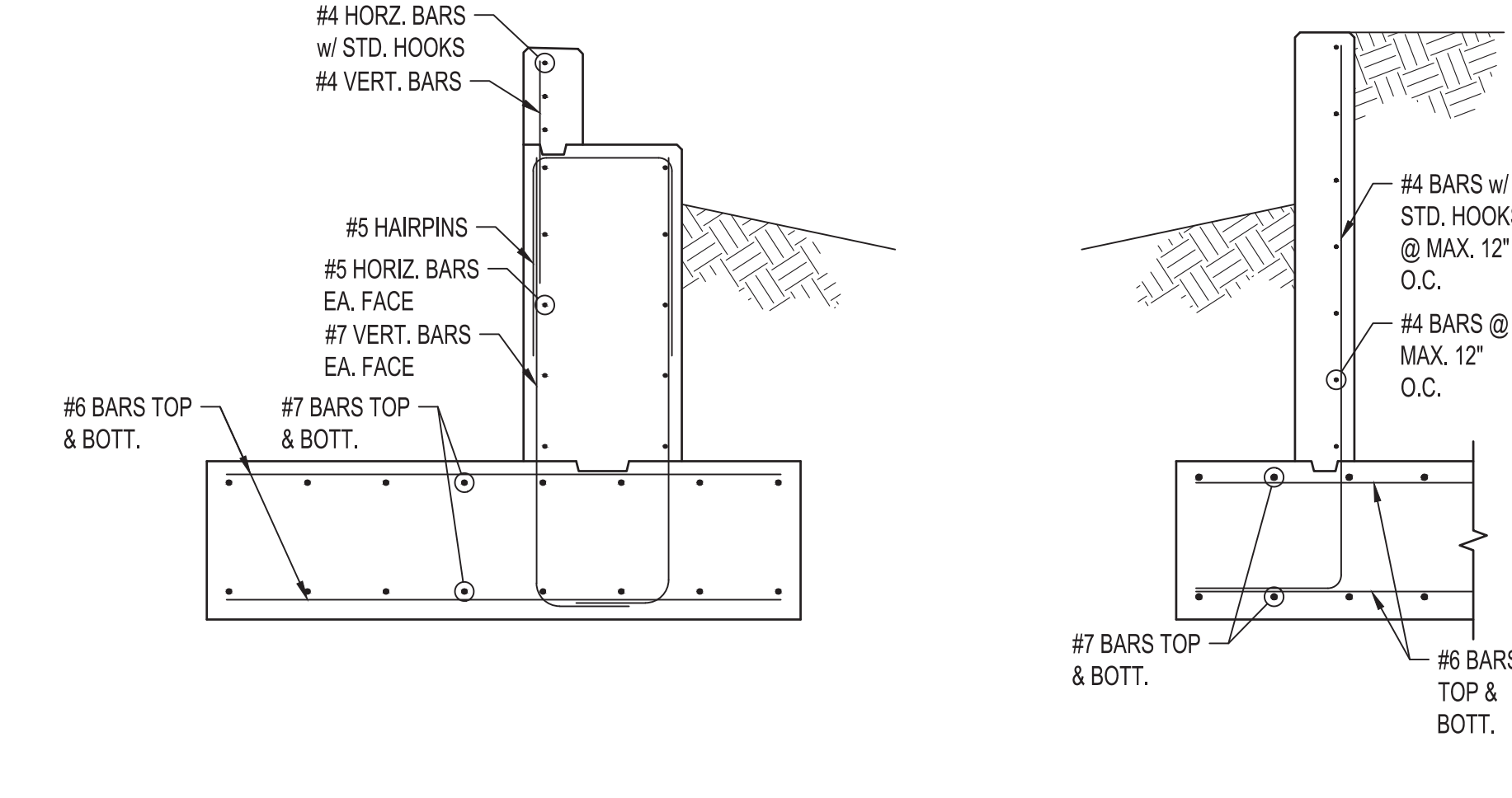


6 ABUTMENT No. 1 REINFORCING ELEVATION
SCALE: 1/2" = 1'-0"



3 SECTION
SCALE: 1/2" = 1'-0"

4 SECTION
SCALE: 1/2" = 1'-0"

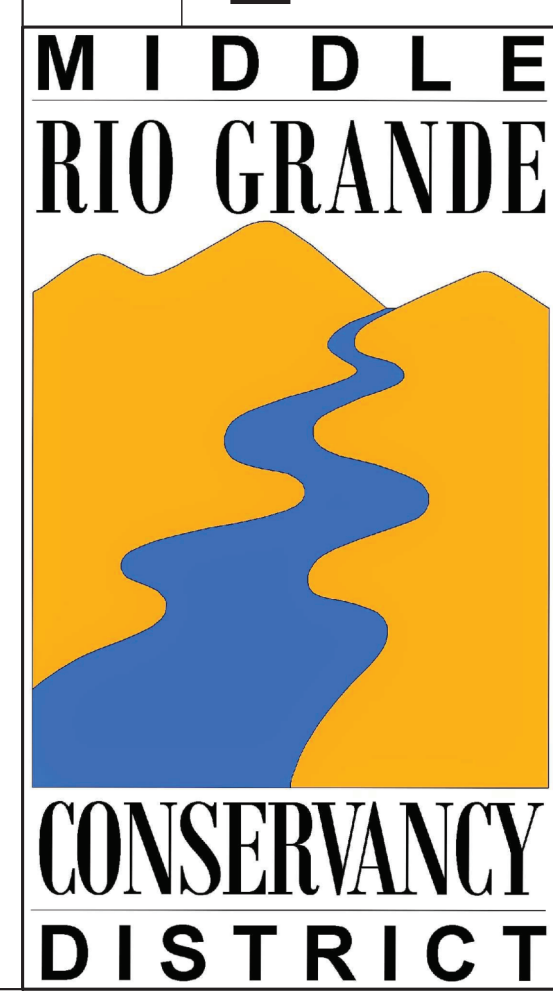


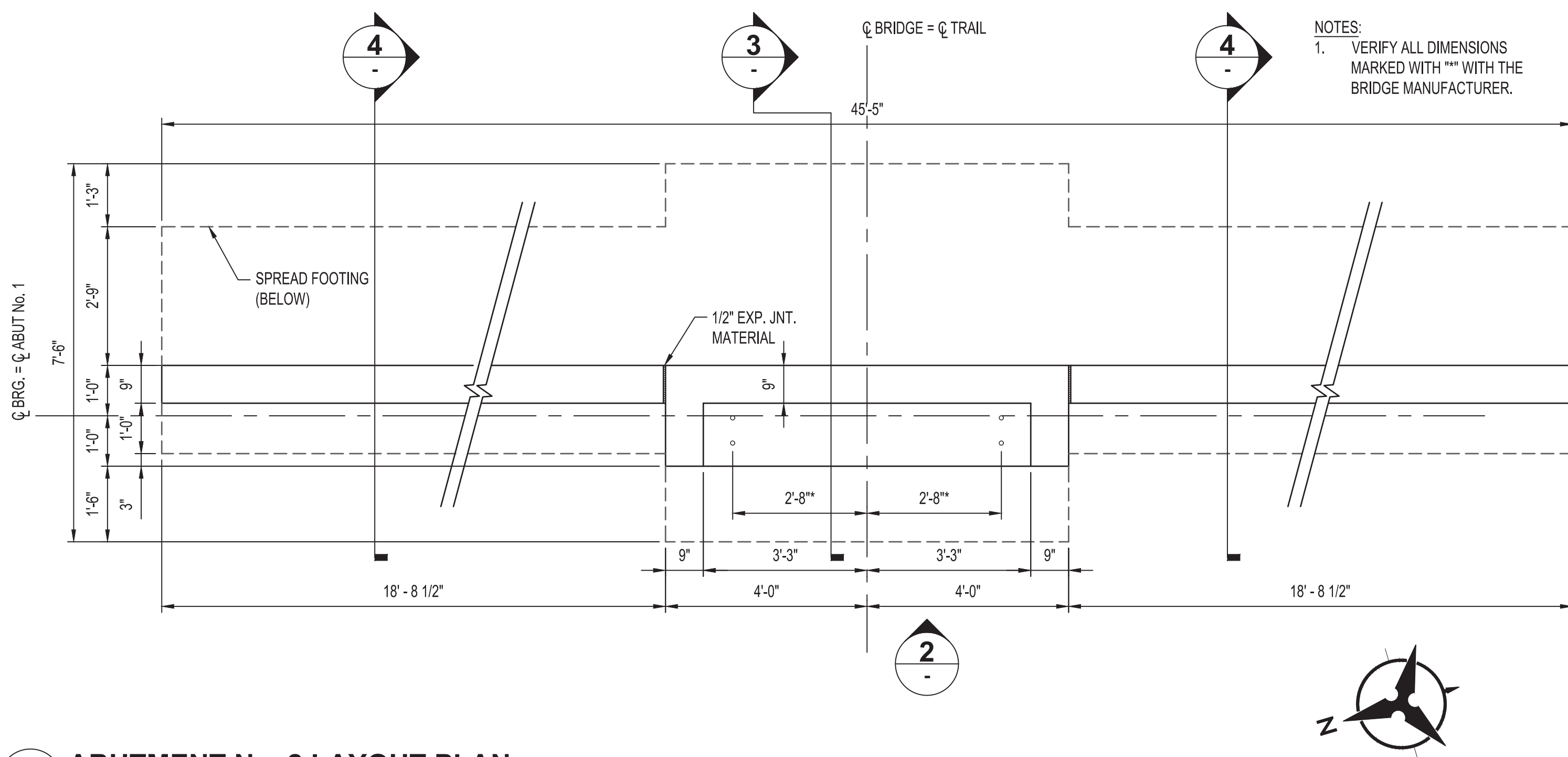
7 SECTION
SCALE: 1/2" = 1'-0"

8 SECTION
SCALE: 1/2" = 1'-0"



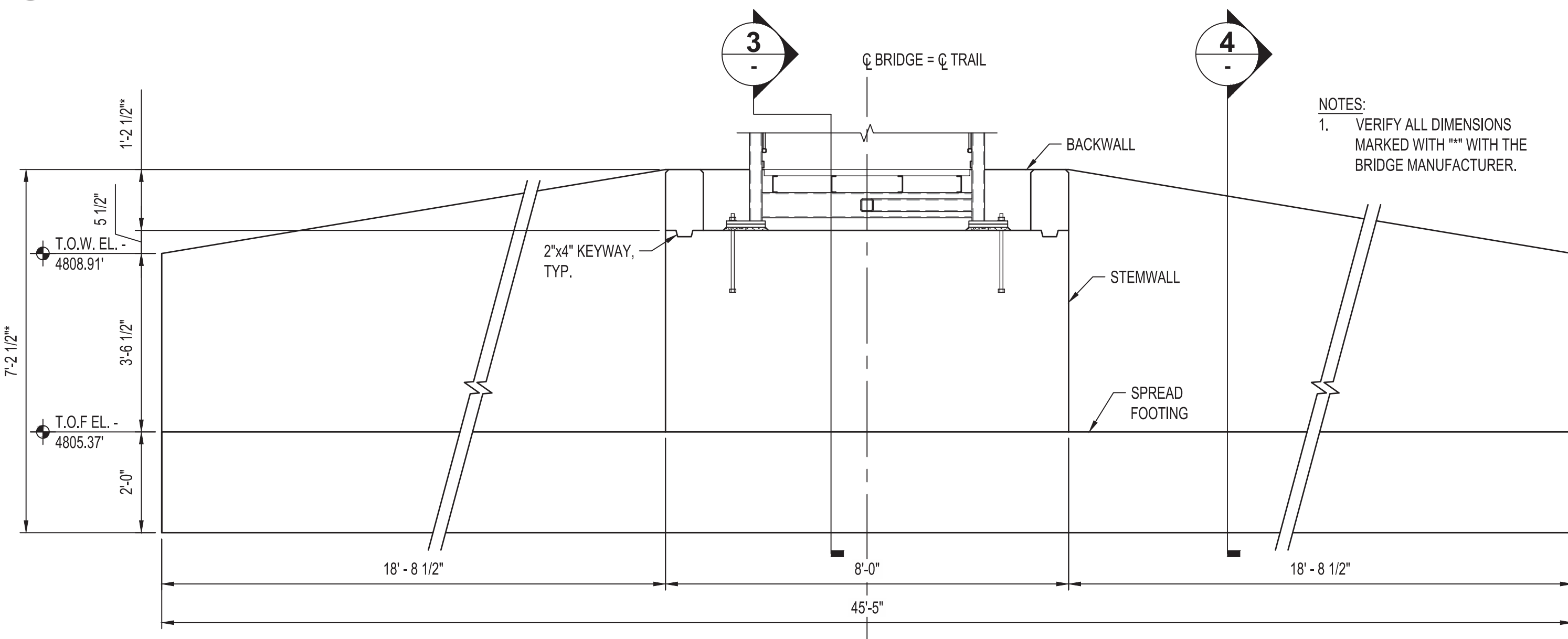
MIDDLE RIO GRANDE CONSERVANCY DISTRICT
PERALTA-PEDESTRIAN-BRIDGE
SHEET-2/4
LOWER-RIVERSIDE-DRAIN/STA-43+50





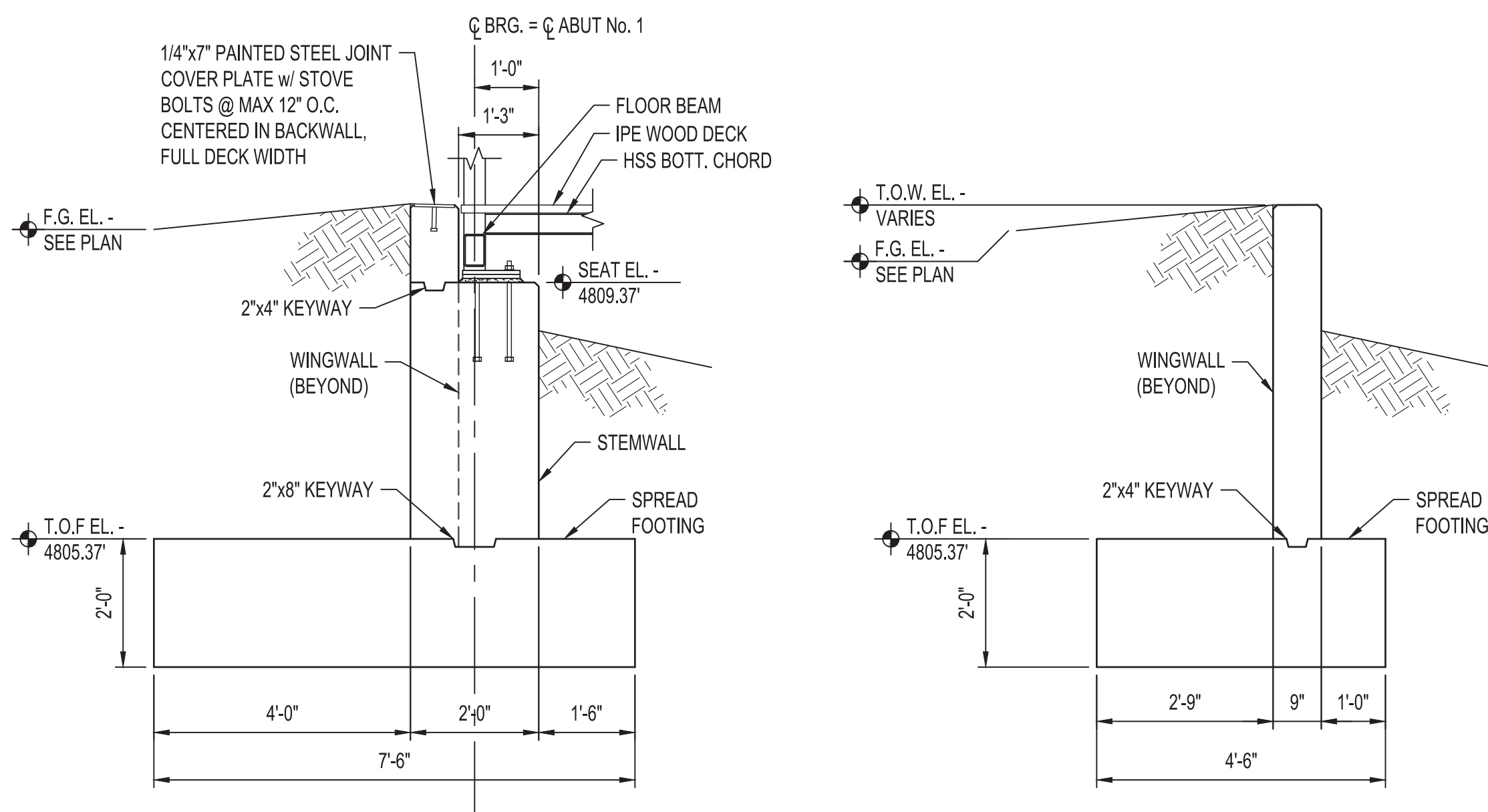
1 ABUTMENT No. 2 LAYOUT PLAN

SCALE: 1/2" = 1'-0"



2 ABUTMENT No. 2 ELEVATION

SCALE: 1/2" = 1'-0"

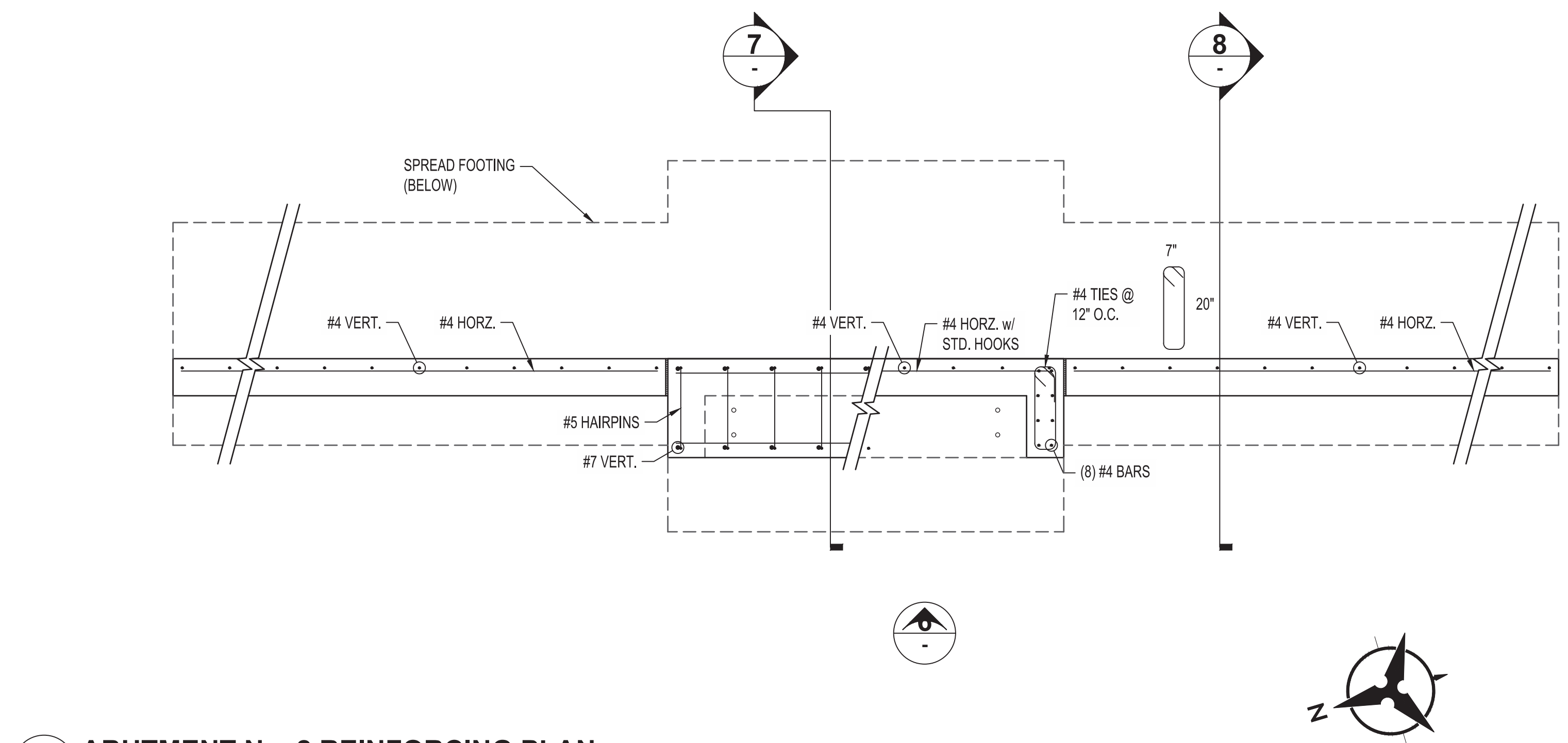


3 SECTION

SCALE: 1/2" = 1'-0"

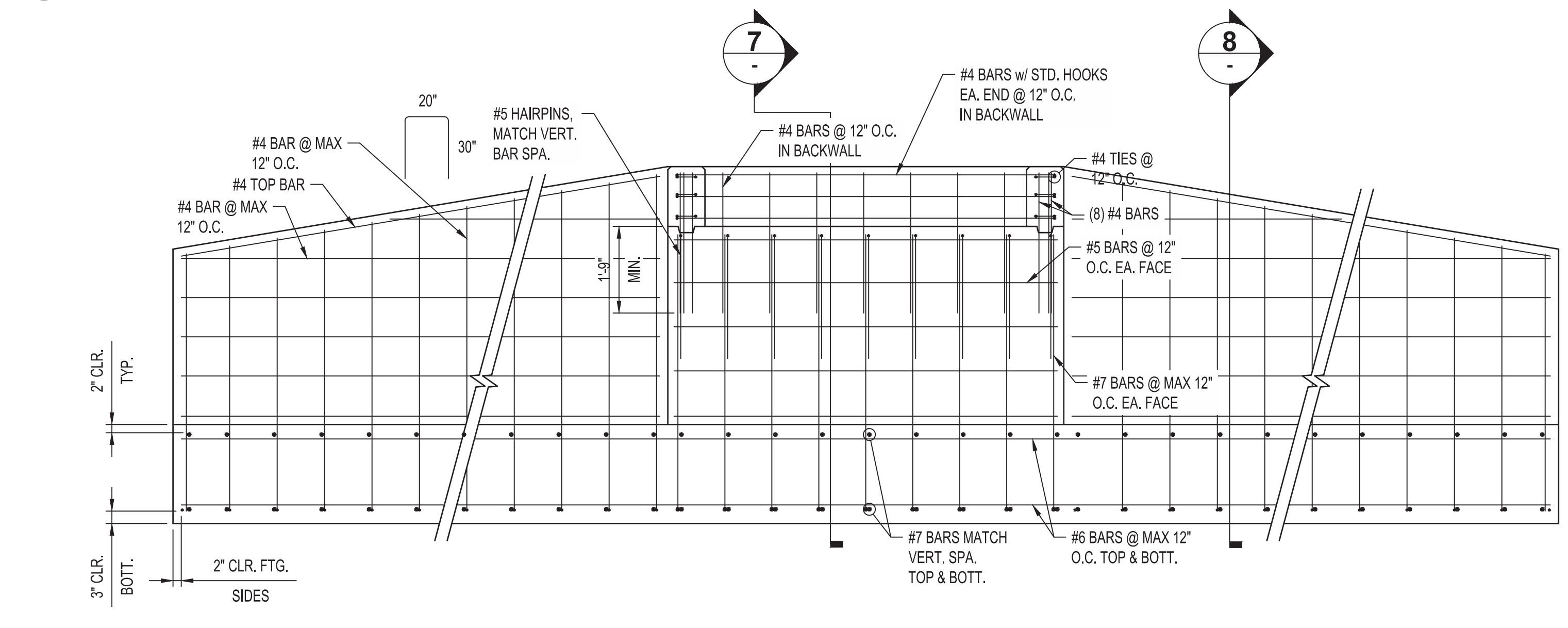
4 SECTION

SCALE: 1/2" = 1'-0"



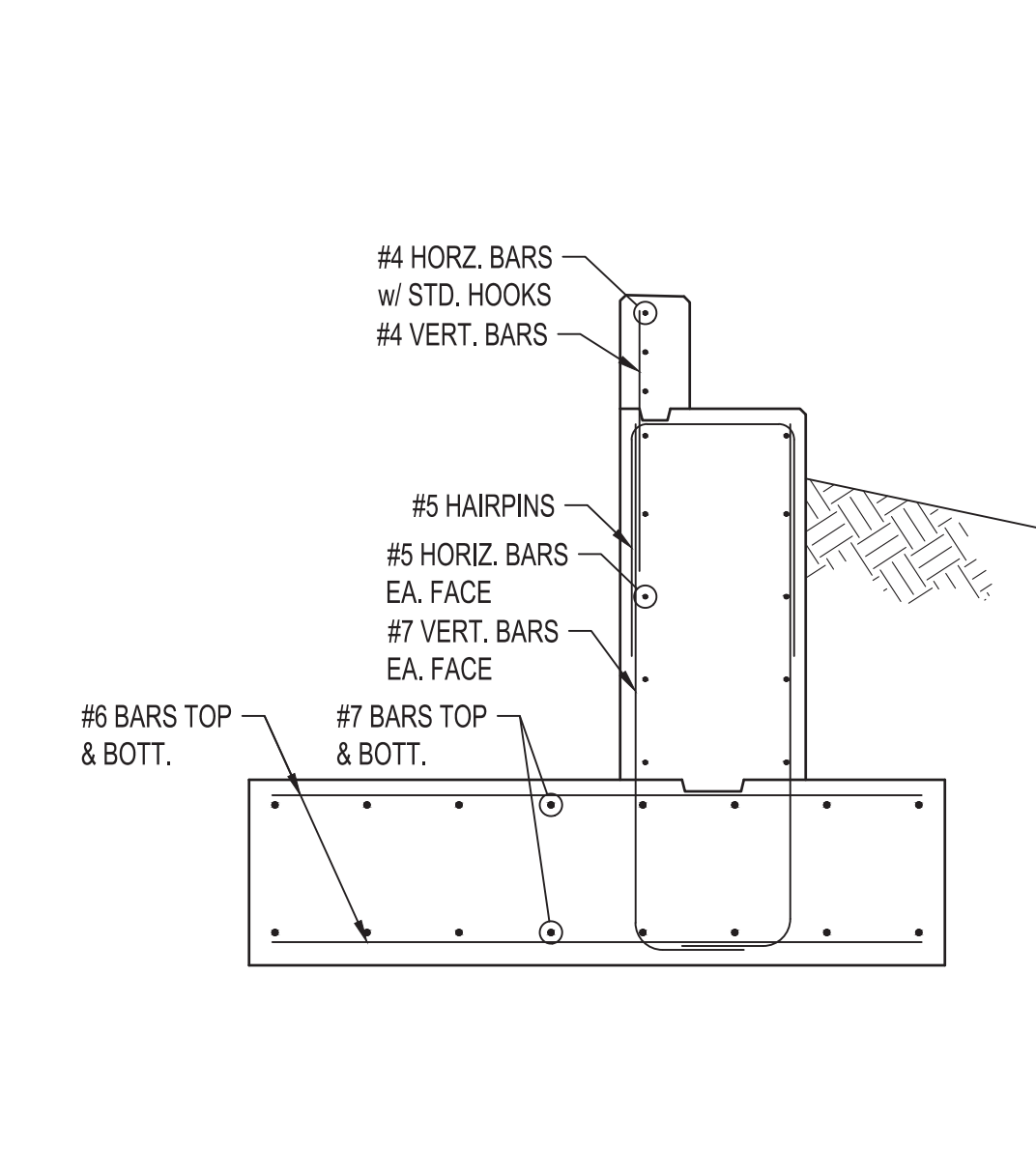
5 ABUTMENT No. 2 REINFORCING PLAN

SCALE: 1/2" = 1'-0"



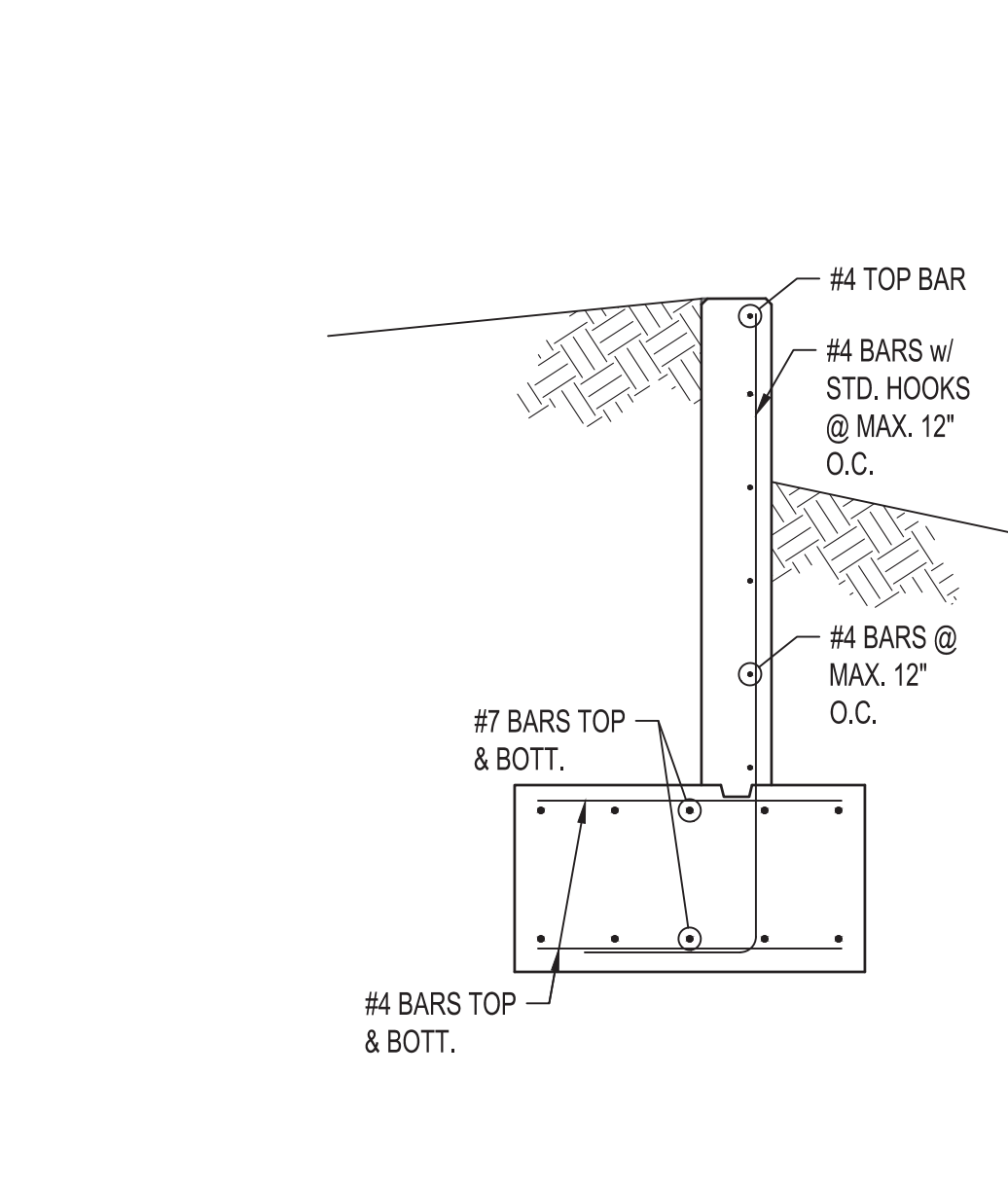
6 ABUTMENT No. 2 REINFORCING ELEVATION

SCALE: 1/2" = 1'-0"



7 SECTION

SCALE: 1/2" = 1'-0"



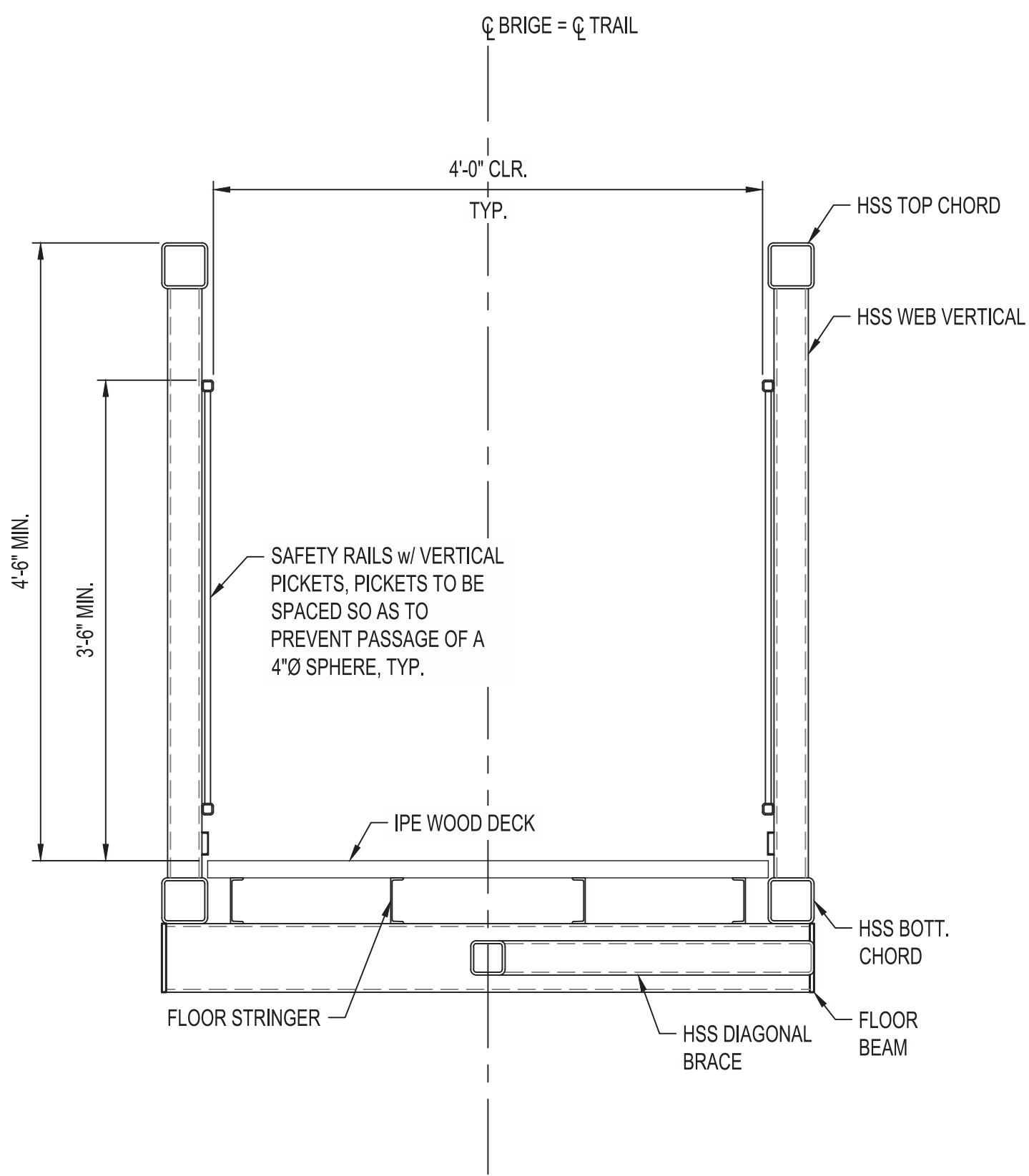
8 SECTION

SCALE: 1/2" = 1'-0"



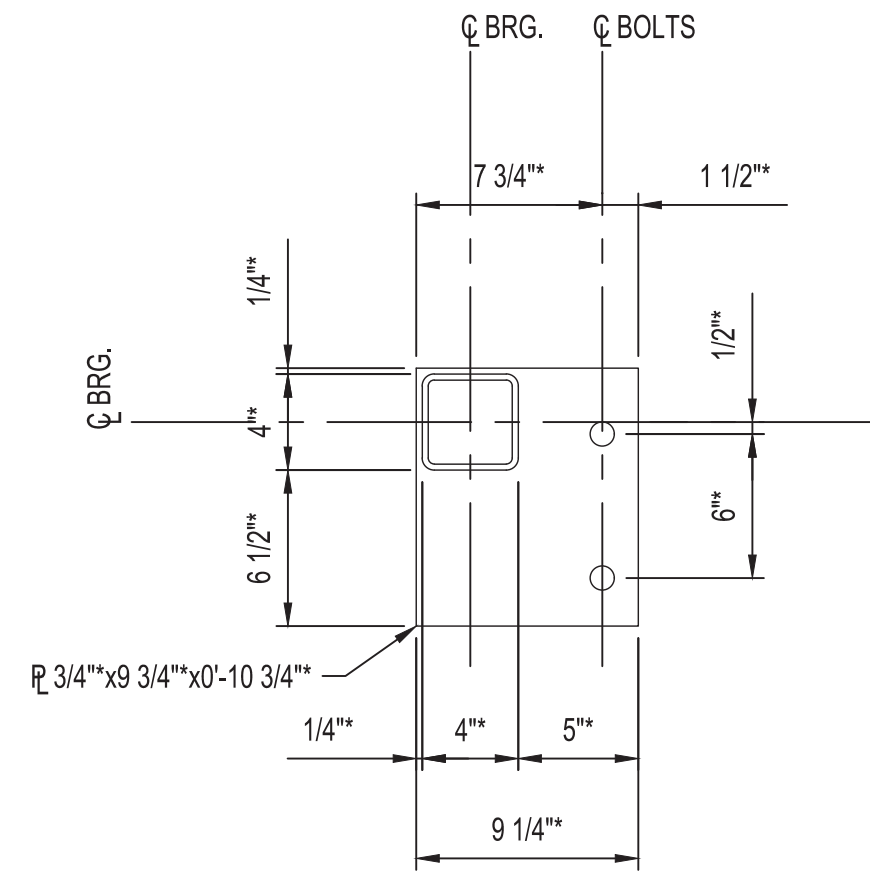
MIDDLE RIO GRANDE CONSERVANCY DISTRICT
PERALTA-PEDESTRIAN-BRIDGE
 SHEET-3/4
 LOWER-RIVERSIDE-DRAIN/STA-43+50





1 TRANSVERSE SECTION

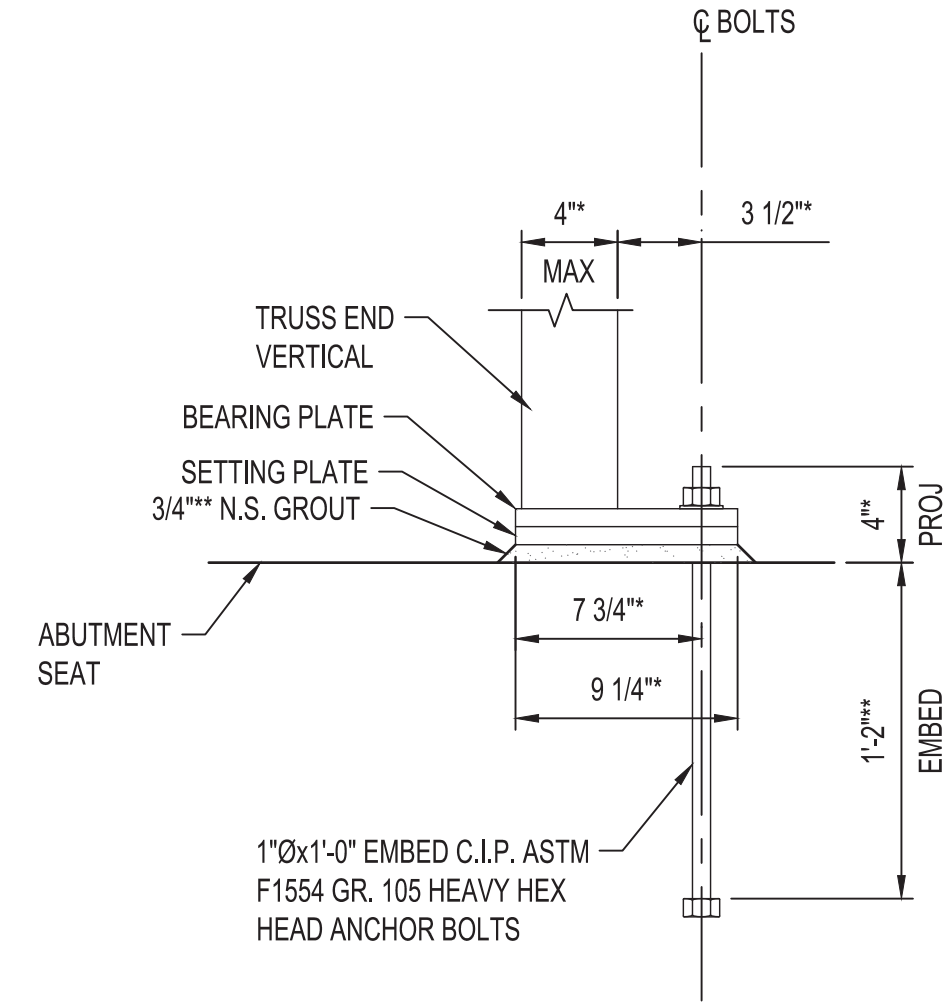
SCALE: N.T.S.



2 BEARING PLATE DETAIL

SCALE: N.T.S.

- NOTES:
1. PROVIDE SLOTTED HOLES @ ABUTMENT No. 2.
 2. VERIFY ALL DIMENSIONS MARKED WITH "" WITH THE BRIDGE MANUFACTURER.



3 BEARING ASSEMBLY DETAIL

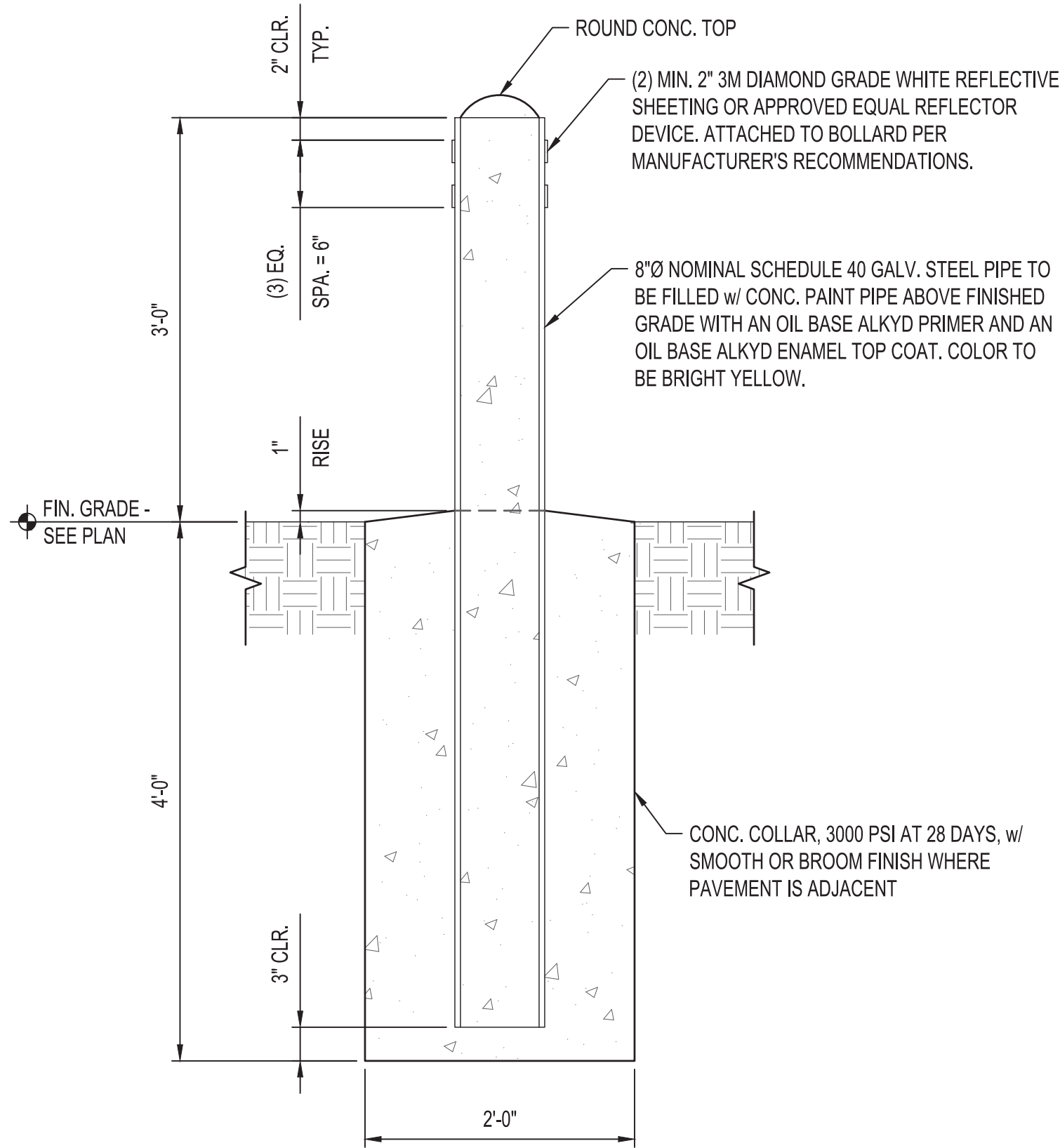
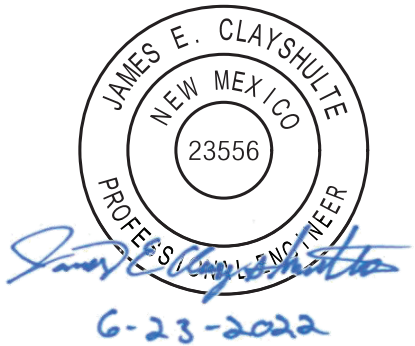
SCALE: N.T.S.

- NOTES:
1. VERIFY ALL DIMENSIONS MARKED WITH "" WITH THE BRIDGE MANUFACTURER.
 2. DIMENSIONS MARKED WITH "" SHALL BE VERIFIED WITH THE ENGINEER UPON RECEIPT OF THE PREFABRICATED TRUSS BRIDGE DESIGN.

- NOTES:
1. THE CONTRACTOR SHALL PROVIDE EXPANSION AND FIXED BEARINGS WHERE INDICATED IN PLAN. EXPANSION BEARINGS SHALL UTILIZE ELASTOMERIC BEARING PADS OR "FRICTIONLESS" PLATES TO PERMIT THERMAL EXPANSION AND CONTRACTION PARALLEL TO AXIS OF BRIDGE.
 2. SEAT ELEVATION SHALL BE ADJUSTED TO MATCH DESIGNED BEARING ASSEMBLY HEIGHT AS REQUIRED.
 3. CONTRACTOR SHALL LOCATE THE BASEPLATES SUCH THAT THE ANCHOR BOLTS ARE CENTERED IN THE HOLES.
 4. IF PROVIDED, USE MANUFACTURER'S DESIGNED BEARING ASSEMBLY, IN LIEU OF DETAILS 2, 3 & 4. BEARING ASSEMBLY SHALL BE DESIGNED IN ACCORDANCE WITH "DESIGN REQUIREMENTS" NOTES, THIS SHEET.
 5. BEARING PLATES SHALL BE GALVANIZED, ALL WELDING OF GALVANIZED PLATES SHALL BE RECOATED (SEALED).
 6. VERIFY ALL DIMENSIONS DENOTED WITH A "" WITH THE PRE-ENGINEERED BRIDGE MANUFACTURER.

DESIGN REQUIREMENTS

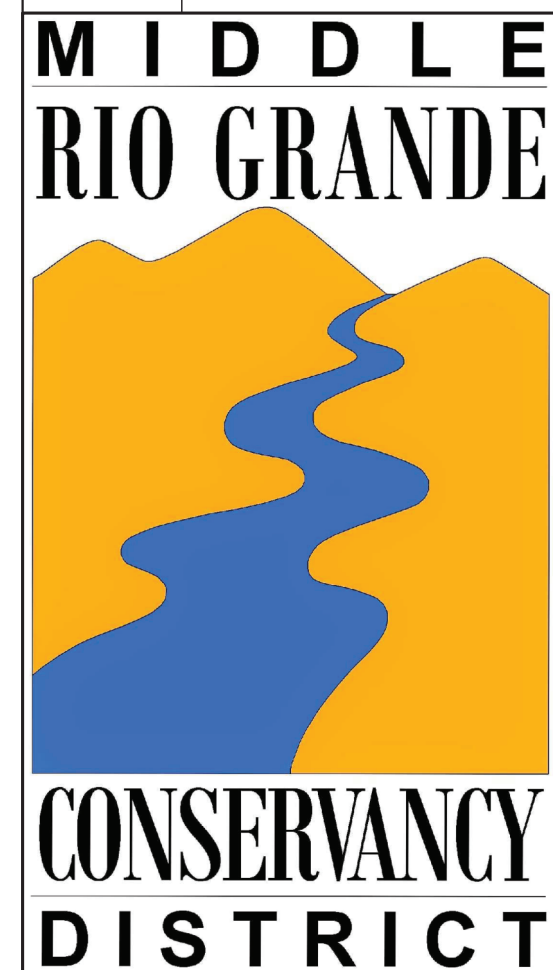
1. DESIGN OF ELASTOMERIC BEARING PADS SHALL BE IN ACCORDANCE WITH AASHTO LRFD SPECIFICATIONS, ARTICLE 14.7.6, METHOD A, AND STAMPED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF NEW MEXICO
2. DESIGN OF PTFE "FRICTIONLESS" BEARING PADS SHALL BE IN ACCORDANCE WITH AASHTO LRFD SPECIFICATIONS ARTICLE 14.7.2, AND STAMPED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF NEW MEXICO.
3. THE RANGE IN THERMAL MOVEMENT USED IN BEARING PAD DESIGN SHALL NOT BE LESS THAN 75% OF THE TOTAL ANTICIPATED MOVEMENT DUE TO TEMPERATURE.
4. ELASTOMERIC BEARING PADS SHALL BE DESIGNED USING 60 DUROMETER HARDNESS UNLESS OTHERWISE APPROVED BY STRUCTURAL ENGINEER.
5. BEARING CONSISTING OF STEEL ON STEEL OR CONCRETE ON STEEL ARE NOT PERMITTED.



4 BOLLARD DETAIL

SCALE: N.T.S.

MIDDLE RIO GRANDE CONSERVANCY DISTRICT
PERALTA-PEDESTRIAN-BRIDGE
 SHEET-4/4
 LOWER-RIVERSIDE-DRAIN/STA-43+50





Memorandum

To: MRGCD Chair Russo Baca and Board of Directors
Jason Casuga, CEO/CE
Pam Fanelli, CFO

From: Richard DeLoia, Chief Procurement Officer *RD*

Date: October 4, 2023

Re: Construction of HWY 147 Drain Culvert Crossing

MRGCD staff is requesting approval of the Task Order for replacement of the damaged Isleta Drain culvert crossing under NM Highway 147 within the Pueblo of Isleta. The total cost is \$2,241,632.99 including New Mexico Gross Receipts Tax at 6.1875%. This contract will be awarded to AUI Inc. through the active MRGCD On-Call Contract for Construction obtained through the RFP process.

VENDOR	GRAND TOTAL
AUI Inc.	\$ 2,241,632.99 w/ NMGRT



EMAILED TO: alicia@mrgcd.us

October 4, 2023

MRGCD
1931 Second Street
Albuquerque, NM 87103

ATTN: Alicia Lopez, P.E.
RE: MRGCD HWY 147 Culvert Replacement
SUBJ: Proposal to Provide Construction Services

Dear Ms. Lopez,

On behalf of AUI Inc. (AUI), thank you for the opportunity to provide a proposal for the above-referenced project. This proposal is based upon site visit and Plan Sheets provided. New Mexico Type "A" 2023 wage scale was used to generate this proposal.

AUI's proposed scope of work includes: tunnel, boring, and/or auger boring of steel casing, installation of carrier pipe with casing spacers, and trench backfill compact of all pits. Dewatering wells and dewatering of ground water for installation of new steel casing and carrier pipe. Construction of new concrete headwalls and slope paving. Any work tasks not specifically listed on the attachment to this proposal are excluded. Based on the foregoing AUI proposes to provide the labor, materials, and equipment to complete the work items at the unit prices indicated on the attachment. Compensation will be based on actual quantities installed.

MRGCD is to maintain current bypass pumping operation. Our proposal includes pumping the ground water from the dewatering wells into the MRGCD channel.

Please note AUI excludes the following from this proposal and if any are required, additional costs may be incurred:

- Bonds
- Any and All Permits
- Engineering Services
- Select Fill
- Hazardous Waste Removal
- If utility lines exist where none are shown on the plans, additional costs may be incurred.
- Inspections
- Rock Excavation
- Waterproofing
- Import/Export Materials

AUI submits this proposal with the understanding that if awarded a subcontract for the work, the subcontract will be executed the MRGCD On-Call Contract. Should you have any questions concerning this proposal, please call me at (505) 975-6999.

Sincerely,

Michael Rocco, CPE
Trenchless Business Manager

Attachment -Price Breakdown



**MEXICO HIGHWAY-147
QUOTE TEMPLATE**

MIDDLE RIO GRANDE CONSERVANCY DISTRICT
P.O. BOX 581

ALBUQUERQUE, NM 87103

HIGHWAY 147 BORING ONLY OPERATION - OPTION 1 (5 Days a Week)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	MOBILIZATION / DEMOBILIZATION	1	LS	261,727.00	261,727.00
2	TUNNEL AND BORE-51" STEEL CASING FOR 42" ULTRA-FLOW	450	LF	1,617.00	727,650.00
3	DEWATERING SETUP & TAKEDOWN	1	LS	470,958.00	470,958.00
4	DEWATERING PUMP MAINTENANCE	45	DAY	4,657.00	209,565.00
5	HEADWALLS	2	EA	47,053.00	94,106.00
6	42" ULTRA-FLOW CULVERT PIPE w/CASING SPACERS (Boring & 45 deg bends)	515	LF	169.00	87,035.00
7	FLOWABLE FILL (EXISTING PIPE ABANDONMENT AND FOR VOID BETWEEN 51" AND 42" PIPES)	100	CY	373.00	37,300.00
8	POTHOLING (UTILITIES)	2	EA	677.00	1,354.00
9	CONSTRUCTION SURVEY & AS-BUILTS	1	LS	12,711.00	12,711.00
10	TESTING	1	ALL	5,000.00	5,000.00
11	TRAFFIC CONTROL	1	ALL	5,000.00	5,000.00
	TOTAL (ITEMS 1-11)				\$1,912,406.00
	NMGRT @ 6.1875%				\$118,330.12
	TOTAL INCLUDING TAX				\$2,030,736.12
12	ALTERNATE-SLOPE PAVING END SECTIONS & BELEN HIGHLINE CHANNEL	595	SY	148.00	88,060.00
13	ALTERNATE-RIP RAP AT SLOPE PAVING END SECTIONS	36	CY	236.00	8,496.00
14	ADDITIONAL DEWATERING WELLS for SLOPE PAVING in BELEN HIGHLINE CHANNEL	1	LS	33,004.00	33,004.00
15	DEWATERING PUMP MAINTENANCE for SLOPE PAVING in BELEN HIGHLINE CHANNEL	14	DAY	4,932.00	69,048.00
	TOTAL ALTERNATE (ITEMS 12-15)				\$198,608.00
	NMGRT @ 6.1875%				\$12,288.87
	TOTAL ALTERNATE INCLUDING TAX				\$210,896.87

NOTES:

- OPTION 1 ASSUMES BORING THE ENTIRE LENGTH
- BORE PIT COST ASSUMED TO BE INCLUDED IN THE MOBILIZATION/ DEMOBILIZATION (ITEM 1)

Max A. Zuni
Governor



Lt. Governor, Eugene Jiron
Lt. Governor, Juan Rey Abeita

PUEBLO OF ISLETA
OFFICE OF THE GOVERNOR

P.O. Box 1270
Isleta, New Mexico 87022
Telephone: 505-869-3111

October 3, 2023

Re: Highway 147 Culvert Repair

Via email to Jason@mrgcd.us

Dear Mr. Casuga,

This letter is to note the Pueblo's approval of the location of the drain outlet, as proposed in the Highway 147 Culvert Repair Exhibit Map, dated September 27, 2023. The Pueblo appreciates the communication of the MRGCD on the Highway 147 Culvert Repair ("Project") to date and respectfully requests that the MRGCD continue to provide the Pueblo with advance notice of any proposed changes to the location of the drain outlet or design of the culvert. The Pueblo requests that the MRGCD also provide the Pueblo with advance notice of the work plan and design of the footprint of the Project site prior to issuing a Notice to Proceed and that the MRGCD ensure all proper environmental protections are implemented throughout the term of this Project. The Pueblo would also like to participate in Construction team meetings.

The Pueblo will work with the MRGCD and any selected contractors to ensure timely issuance of a Permission to Enter Agreement for access to the Project Site across any Pueblo land. The Pueblo will communicate any need for the MRGCD and its contractors to temporarily vacate the construction site for cultural purposes throughout the term of the Project.

Lastly, the Pueblo requests that the MRGCD provide regular updates of the progress of this Project beginning with the week that MRGCD issues a Notice to Proceed through Final Completion of the Project. The MRGCD may direct these updates via email to Pueblo of Isleta Lt. Governor Eugene Jiron, Natural Resources Director Clint Lente, Water Resources Manager Andrew Sweetman, Transportation Manager James Weldon, and in-house legal counsel Lindsay Cutler, at the email addresses provided below.

The Pueblo looks forward to continued communication with the MRGCD and an expeditious resolution to restore the NM 147 Culvert to full functionality.

Respectfully,

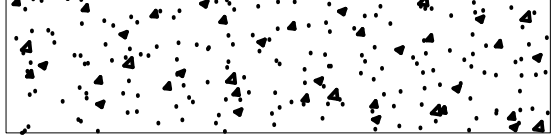
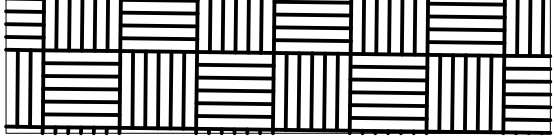
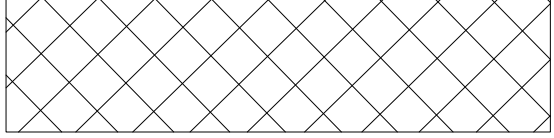
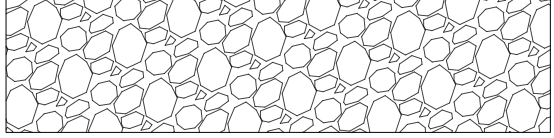





~~Mr.~~ Max Zuni, Governor
Pueblo of Isleta

CC: Lt. Governor Eugene Jiron (Eugene.Jiron@Isletapueblo.com)
Clint Lente, Natural Resources Director (Clint.Lente@Isletapueblo.com)
Andrew Sweetman, Water Resources Manager (Andrew.Sweetman@Isletapueblo.com)
Lindsay Cutler, Senior Associate Counsel (Lindsay.Cutler@Isletapueblo.com)
James Weldon, Transportation Manager (James.Weldon@Isletapueblo.com)



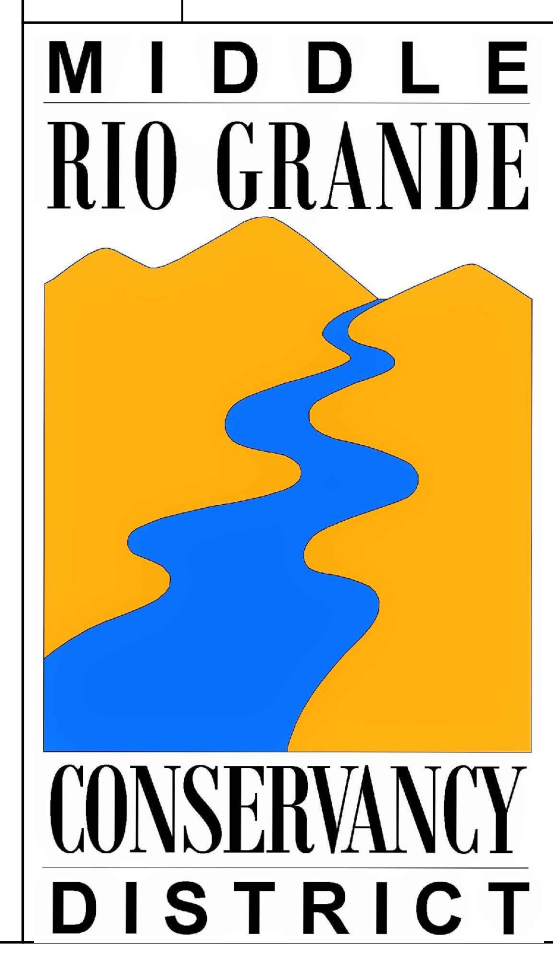


LEGEND

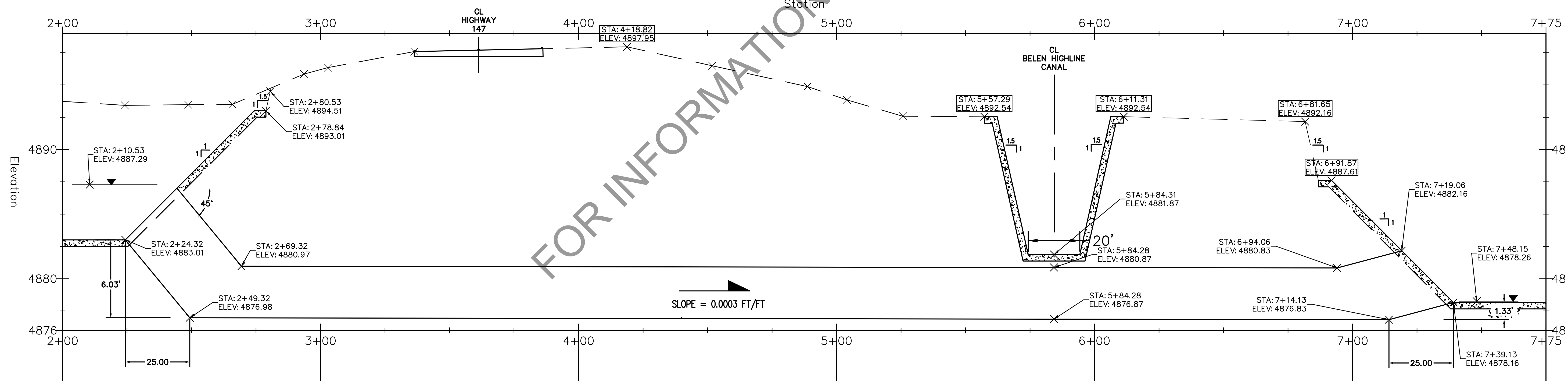
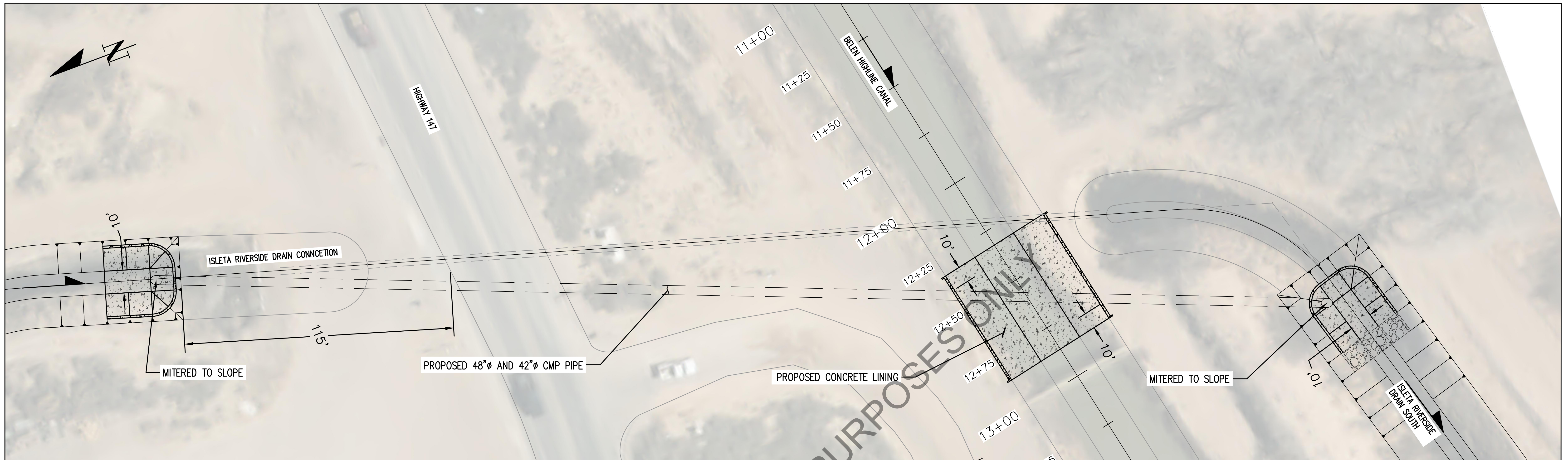
-  PROPOSED SLOPE PAVING
-  EARTH/FILL
-  TEMPORARY CONSTRUCTION ACCESS BERM
-  RIPRAP CHANNEL LINING
-  EXISTING MRGCD EASEMENT
-  FACILITY CENTERLINE
-  EXISTING BURIED PIPE
-  PROPOSED BURIED PIPE
-  CONSTRUCTION LIMITS

PLAN VIEW
SCALE 1" = 30'

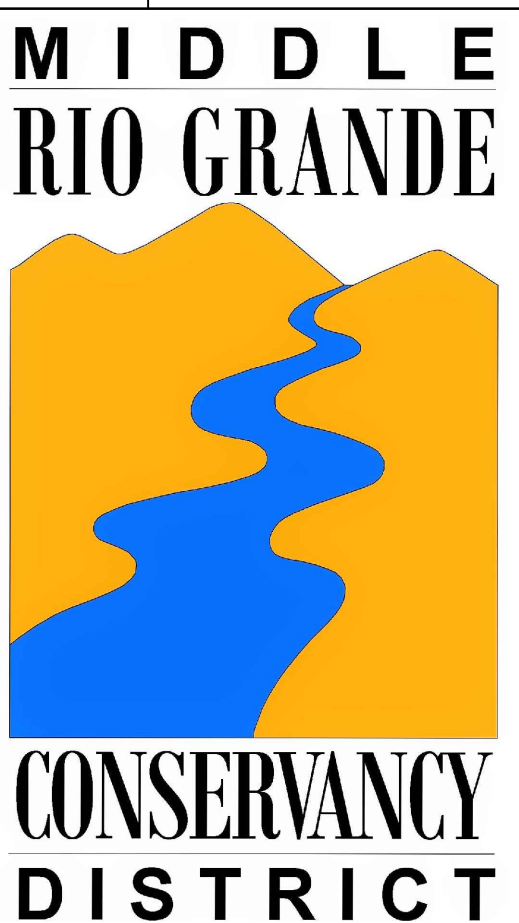
MIDDLE RIO GRANDE CONSERVANCY DISTRICT
HIGHWAY 147 CULVERT REPAIR
 SITE LAYOUT SHEET
 ISLETA RIVERSIDE DRAIN CONNECTION - STA. 4+00



L:\01 Engineering Projects\01 Capital Projects\MM147\0. Design\Acad\EXHIBIT MAP.dwg
 September 28, 2023 - 1:46pm



MIDDLE RIO GRANDE CONSERVANCY DISTRICT
HIGHWAY 147 CULVERT REPAIR
 PLAN AND PROFILE SHEET
 ISLETA RIVERSIDE DRAIN CONNECTION - STA. 4+00



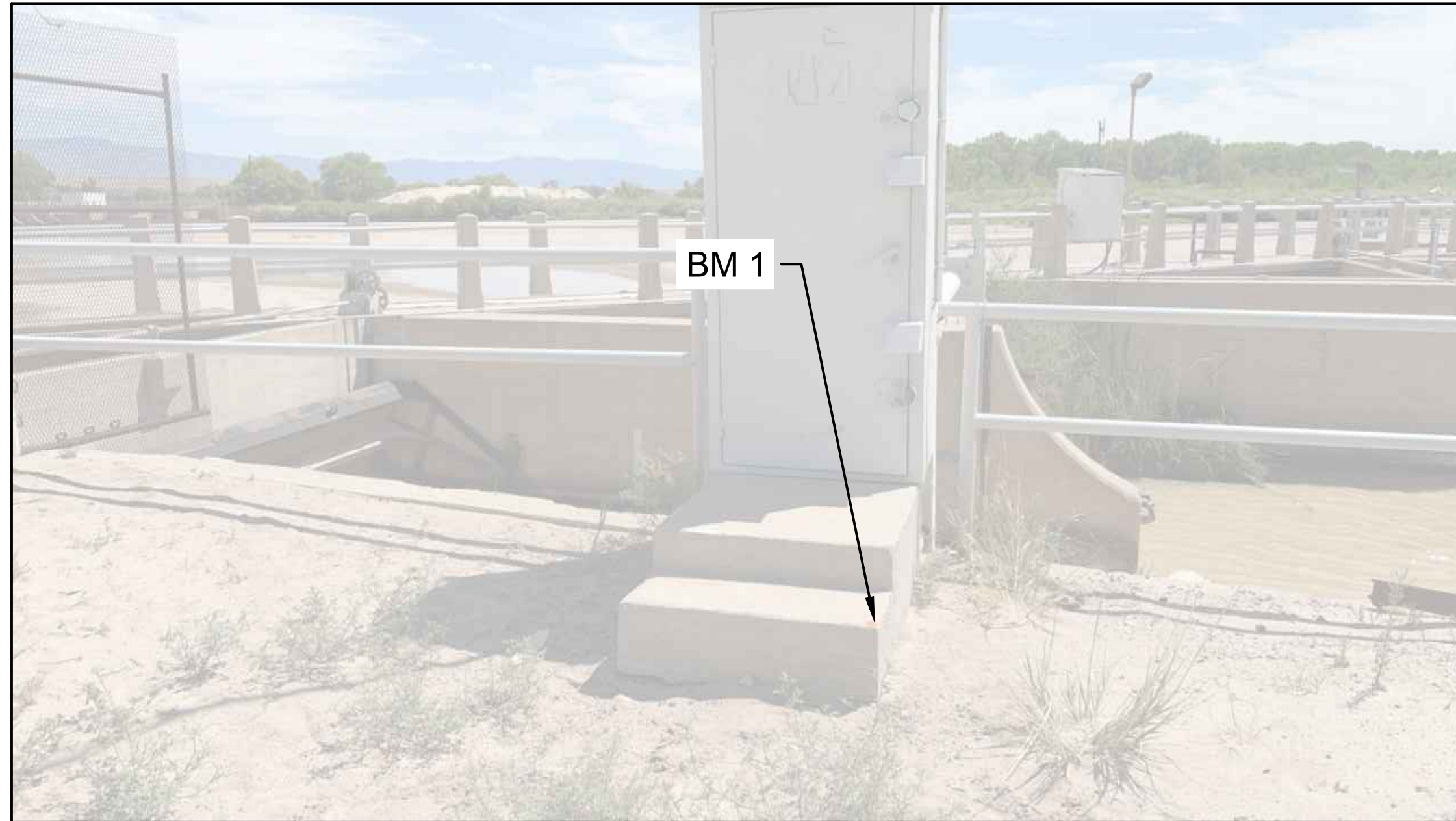


FIGURE 1 : BENCHMARK 1 LOCATION PHOTO

BENCHMARK (BM 1)
 BM 1 IS THE TOP OF CONCRETE STAIRS LOCATED ALONG THE BELEN HIGHLINE CANAL. THE LOCATION OF BM 1 IS SPRAY PAINTED ORANGE, ON THE NORTHWEST CORNER, AS SHOWN ON FIGURE 1 AND THE VICINITY MAP.

ELEVATION: 4895.89'
 NORTHING: 1421328.3813'
 EASTING: 1509525.6953'



FIGURE 2 : BENCHMARK 2 LOCATION PHOTO

BENCHMARK (BM 2)
 BM 2 IS THE TOP OF CONCRETE SIDEWALK ALONG HIGHWAY 147 SOUTH WEST OF THE ROAD. THE LOCATION OF BM 2 IS SPRAY PAINTED ORANGE, ON THE SOUTHEAST CORNER OF THE CONCRETE PAD, AS SHOWN ON FIGURE 2 AND THE VICINITY MAP.

ELEVATION: 4898.49'
 NORTHING: 1421419.3795'
 EASTING: 1509523.2202'

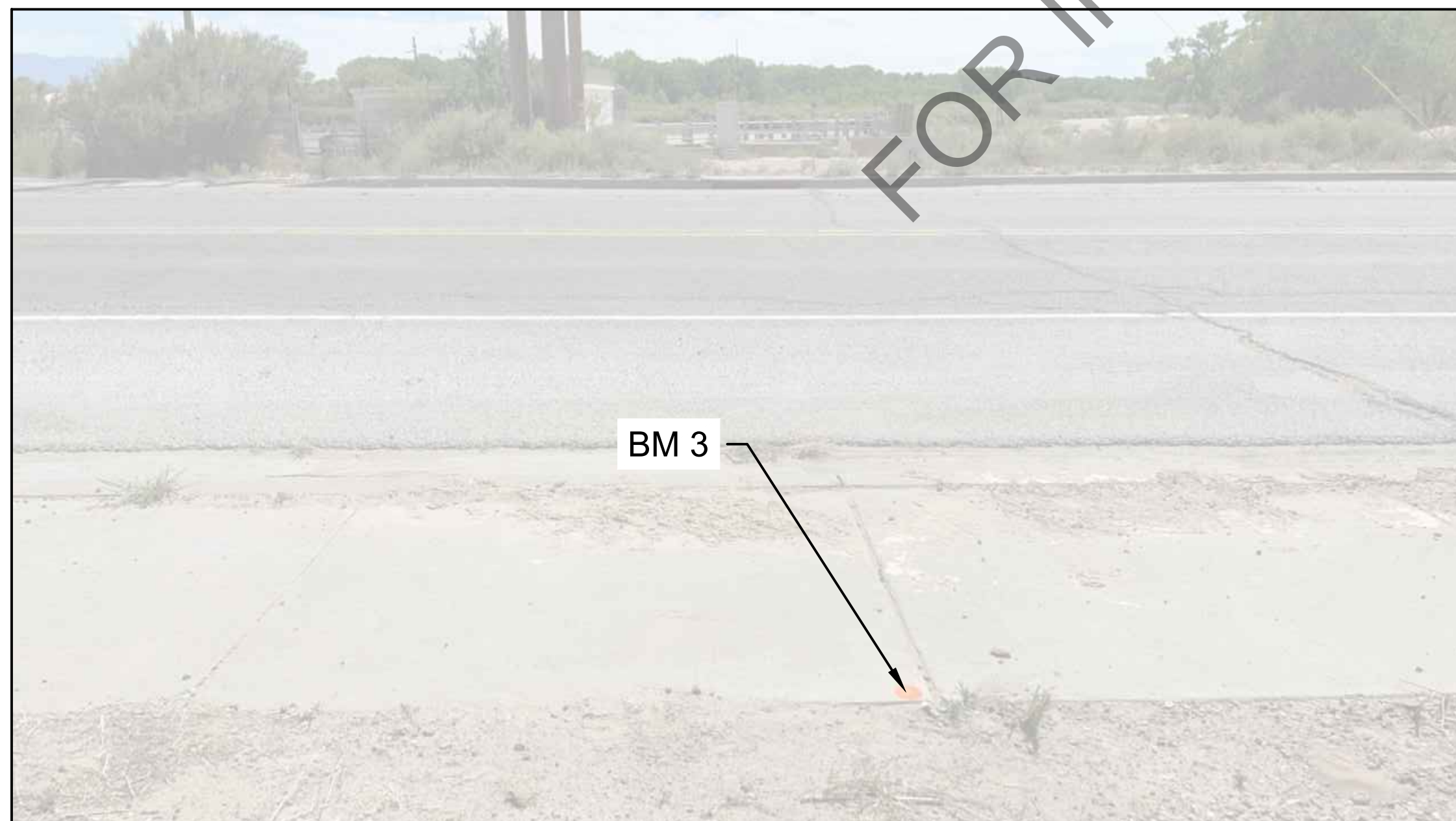


FIGURE 3 : BENCHMARK 3 LOCATION PHOTO

BENCHMARK (BM 3)
 BM 3 IS THE TOP OF CONCRETE SIDEWALK ALONG HIGHWAY 147 NORTHWEST OF THE ROAD. THE LOCATION OF BM 3 IS SPRAY PAINTED ORANGE, ON THE NORTHEAST CORNER OF THE CONCRETE PAD, AS SHOWN ON FIGURE 3 AND THE VICINITY MAP.

ELEVATION: 4898.38'
 NORTHING: 1421469.0112'
 EASTING: 1509517.7988'

FOR INFORMATIONAL PURPOSES ONLY

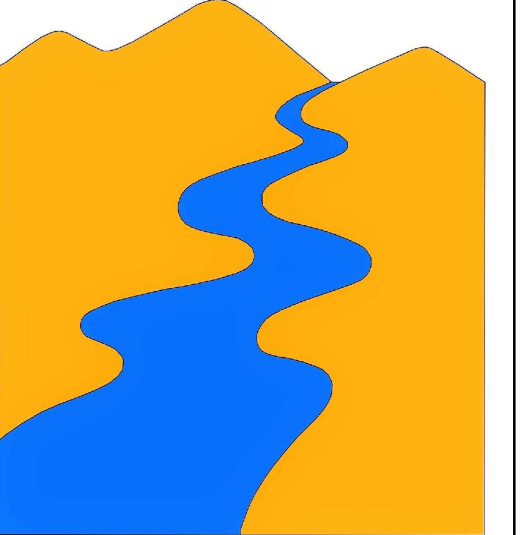
MIDDLE RIO GRANDE CONSERVANCY DISTRICT

HIGHWAY 147 CULVERT REPAIR

BENCHMARK SHEET

ISLETA RIVERSIDE DRAIN CONNECTION - STA. 4+00

MIDDLE
 RIO GRANDE



CONSERVANCY
 DISTRICT



Memorandum

To: MRGCD Chair Russo Baca and Board of Directors
Jason Casuga, CEO/CE
Pam Fanelli, CFO

From: Richard DeLoia, Chief Procurement Officer *RD*

Date: October 3, 2023

Re: Planning Phase, Belen Feeder 3 Booster Station

MRGCD staff is requesting approval of the Feeder 3 Pump Station Alternatives Analysis and Conceptual Design. The total cost is \$148,453.08 including New Mexico Gross Receipts Tax at 7.6250%. This contract will be awarded to Bohannon Huston Inc., through the MRGCD On-Call Engineering Contracts obtained through RFP process.

VENDOR	GRAND TOTAL
Bohannon Huston Inc.	\$148,453.08 w/ NMGRT

October 3, 2023

Alicia Lopez, PE
Engineering and Mapping Manager
Middle Rio Grande Conservancy District
1931 2nd Street SW
Albuquerque, NM 87102

Re: Task No. 5: Analysis, 30% Design, and Cost Estimate of Feeder 3 Booster Station
and Transmission Line

Dear Ms. Lopez:

Per recent discussions, Bohannon Huston, Inc., (BHI) is pleased to provide this proposal for professional engineering services as Task No. 5 under our On-Call Professional Engineering Services Contract (effective July 1, 2023). BHI will provide the services as described in the attached scope of work, Exhibit A. Our fees for these services are detailed in Exhibit B, which is also attached. Work will be completed on a lump sum basis in the amount of \$137,935.50, excluding gross receipts tax.

If you have any questions, please do not hesitate to contact me at 505-823-1000.

Sincerely,



Todd Burt, PE
Senior Vice President
Water Systems

TAB/nr
Enclosures

cc: Jason Casuga, MRGCD (w/encls.)

Engineering ▲

Spatial Data ▲

Advanced Technologies ▲

EXHIBIT A
GENERAL SCOPE OF WORK AND FEE STRUCTURE
TASK NO. 5 – ANALYSIS, 30% DESIGN, AND COST ESTIMATE OF
FEEDER 3 BOOSTER STATION AND TRANSMISSION LINE
REV_0 OCTOBER 3, 2023
PAGE 1 OF 3

Introduction:

The Belen Highline Canal conveys flows south into Valencia County. This key corridor provides the highest hydraulic grade to move irrigation from north to south in the Middle Rio Grande Conservancy District ditch network. The south end of the Belen Highline Canal merges with Feeder No. 3 which connects to the Upper Sabinal Riverside Drain and the Rio Grande while distributing flows to farmers in the area.

When there is insufficient flow or when there is a maintenance emergency within the Belen Highline Canal, there is no redundancy to adequately maintain supply to the Garcia Extension Acequia, Sabinal Lateral No. 1, and the Jaral Lateral No. 1, though supply may be present in the Upper Sabinal Riverside Drain.

The purpose of this task order is to analyze the requirements for pumping up to 60 cfs from the Upper Sabinal Riverside Drain into any combination of the Garcia Extension Acequia, Sabinal Lateral No. 1, the Jaral Lateral No. 1, and the Rio Grande.

The analysis will result in the determination of the transmission line sizing and booster station concept. These elements will be developed to a 30% design and will include an opinion of probable cost to assist MRGCD in seeking project funds.

A. Project Management

BHI will schedule a site visit with the Team after contract execution. The site visit will also serve as a supplemental kick-off meeting to the scoping meeting held on August 29, 2023.

BHI will prepare a detailed schedule. The schedule will be a Gantt chart developed in MS Project identifying deliverables and review periods for the project. Along with each invoice, a summary of work completed to date and work to be completed in the upcoming month shall be submitted to the Water Authority.

Additionally, BHI will prepare progress reports with monthly invoices and schedule bi-weekly progress meetings.

Deliverables:

- Site Visit
- Meeting Minutes
- Progress Reports

EXHIBIT A
GENERAL SCOPE OF WORK AND FEE STRUCTURE
TASK NO. 5 – ANALYSIS, 30% DESIGN, AND COST ESTIMATE OF
FEEDER 3 BOOSTER STATION AND TRANSMISSION LINE
REV_0 OCTOBER 3, 2023
PAGE 2 OF 3

B. Pre-Design Phase Services

Survey: BHI will collect topographic information along the project corridor including utility locates as spotted by 811. Survey extents will remain within MRGCD or public right-of-way. No surveys will be collected on private property.

Refer to Exhibit C for anticipated survey extents.

Geotechnical: BHI will sub-contract with GeoMat Inc., whose team will drill test holes to determine soil properties to verify the sufficiency of the in-situ material for bedding and backfill of the transmission line as well as facilitate design of structural components moving forward.

Deliverables:

- Coordination with 811
- Civil3D, 2D and 3D deliverables
- Geotechnical Report

C. Alternatives Analysis

The alternatives analysis will conform to USDA Bulletin 1780-2. This format is widely accepted by funding agencies when applying for grants and/or loans.

This document will include background information of the community the project will benefit as well as various alternatives that will solve the problem presented.

The report will evaluate the best way to address the concern noted in the Introduction section of this document by determining the transmission line location, length, diameter, and operating pressures to transfer 60 cfs in increments of 5 cfs between 0 and 60 cfs.

BHI will also evaluate the existing ground elevations and evaluate up to three booster station alternatives. As part of the booster station alternatives analysis, BHI will review pump selections and coordinate with pump suppliers to determine best fit for system operations including flow, head, and NPSHa/r. BHI will coordinate with MRGCD to specify pump selection to facilitate internal O&M operations post construction and commissioning.

The design will also include a preliminary cost estimate to facilitate MRGCD selection of the preferred alternative and basis to pursue funding requests.

Deliverables:

- Draft Report
- Final Report

EXHIBIT A
GENERAL SCOPE OF WORK AND FEE STRUCTURE
TASK NO. 5 – ANALYSIS, 30% DESIGN, AND COST ESTIMATE OF
FEEDER 3 BOOSTER STATION AND TRANSMISSION LINE
REV_0 OCTOBER 3, 2023
PAGE 3 OF 3

D. 30% Design

BHI will develop a 30% plan set based on the recommended alternative during the design analysis phase.

The 30% plan set will include a preliminary horizontal alignment and booster station plan and cross section.

These plans can be used to facilitate discussions with the electrical provider, funding application packets, and board meetings.

Deliverables:

- 30% Plan Set

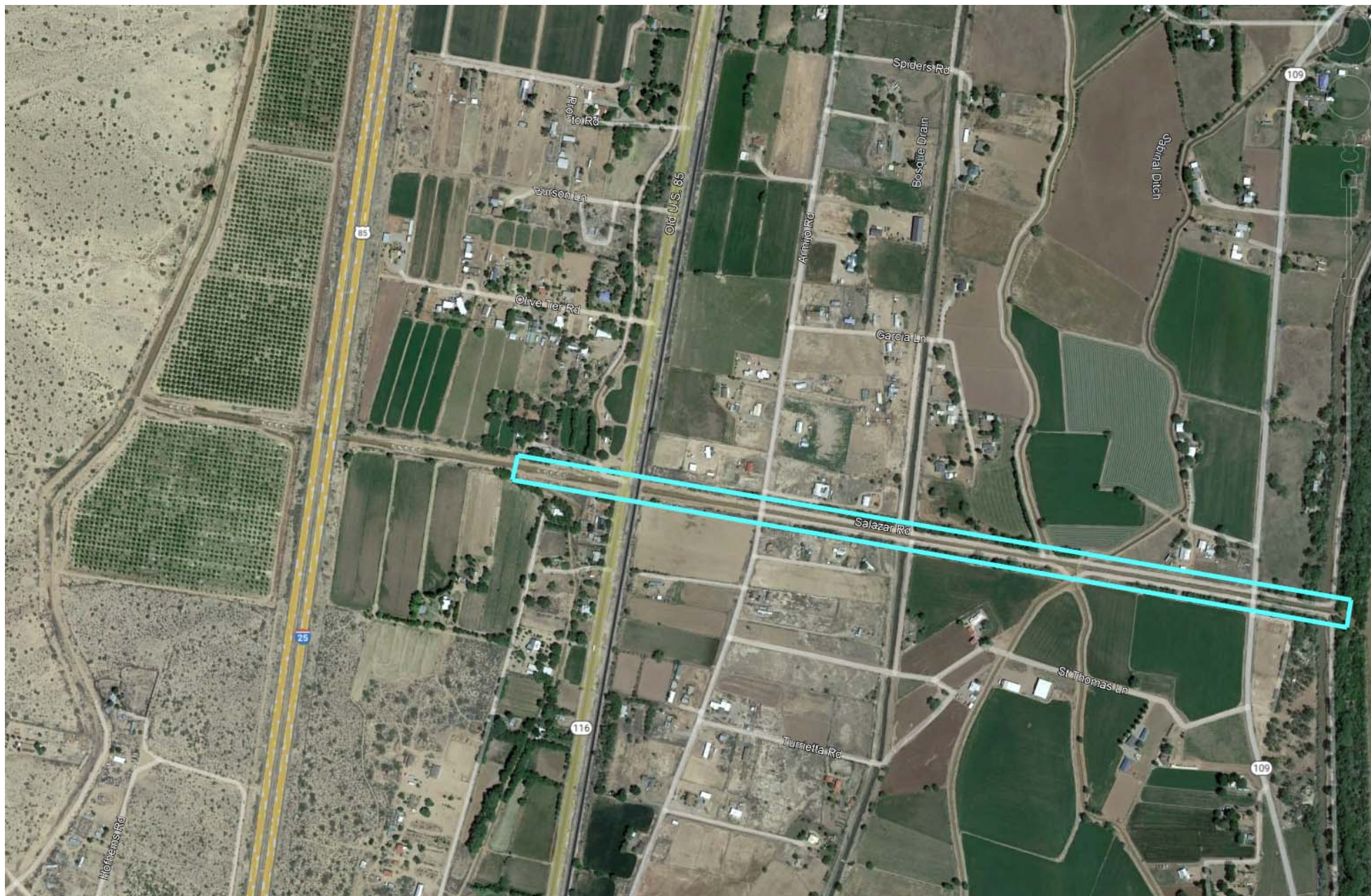
EXHIBIT B



MRGCD
 Analysis, 30% Design, and Cost Estimate of Feeder 3 Booster Station and Transmission Line
 Rev 0
 10/3/2023

	Engr. 7 Hours	Engr. 6 Hours	Engr. 5 Hours	Engr. 4 Hours	Engr. 3 Hours	Engr. 2 Hours	Engr. 1 Hours	Eng Tech. 5 Hours	Asst. 6 Hours	Total Hours	Fixed Costs	Subconsultants	Total Cost
Fee Schedules Rates:	\$268.00	\$245.00	\$201.00	\$176.00	\$156.00	\$134.00	\$118.00	\$118.00	\$119.00				
A Project Management													
Site Visit / Kick-Off	3	8		8		8				27			\$5,244.00
Project Schedule (3 months)		3		6						9			\$1,791.00
Progress Reports	2			3						5			\$1,064.00
Bi-Weekly Check-Ins (Teams Meetings)	3	6		12		12				33			\$5,994.00
Board Meeting & Prep	2	4		12						18			\$3,628.00
TOTAL TASK A	10	21	0	41	0	20	0	0	0	92	\$ -	\$ -	\$17,721.00
B Pre-Design Phase Services													
Survey				4		8		8		20	\$30,509.50		\$33,229.50
Geotechnical				4		8				12		\$7,220.00	\$8,996.00
TOTAL TASK B	0	0	0	8	0	16	0	8	0	32	\$ 30,509.50	\$ 7,220.00	\$42,225.50
C Alternatives Analysis													
Background Information (RUS 1780-2 Formatting)		4		12		24				40			\$6,308.00
Development of Alternatives		4		12		24				40			\$6,308.00
Data Processing				6		12				18			\$2,664.00
Design Calculations				8		16				24			\$3,552.00
Evaluation of Alternatives		4		12		24				40			\$6,308.00
Cost Estimates	4	5		5		10				24			\$4,517.00
Recommendation of Alternative		4		4		8				16			\$2,756.00
QAQC	4	8								12			\$3,032.00
Draft Report		2		10		20			8	40			\$5,882.00
Review Meeting		2		2		4				8			\$1,378.00
Final Report		4		8		16			8	36			\$5,484.00
TOTAL TASK C	8	33	0	67	0	134	0	0	16	258	\$ -	\$ -	\$48,189.00
D 30% Design													
<i>For Recommended Alternative</i>													
Cover Page				2		2				4			\$620.00
General Notes				2		2				4			\$620.00
Survey Control / Overall				2		4				6			\$888.00
Horizontal Alignment				12		24				36			\$5,328.00
Site Plan				4		8				12			\$1,776.00
Booster Station Plan View				8		20				28			\$4,088.00
Booster Station Cross Section				8		20				28			\$4,088.00
Update Cost Estimate	4	2		2		4				12			\$2,450.00
Internal QAQC	4	8						12		24			\$4,448.00
OTS Review		2		2		4				8			\$1,378.00
30% Submittal		4		4		4		8	8	28			\$4,116.00
TOTAL TASK D	8	16	0	46	0	92	0	20	8	190	\$ -	\$ -	\$29,800.00
TOTAL	26	70	0	162	0	262	0	28	24	572	\$ 30,509.50	\$ 7,220.00	\$ 137,935.50
TOTAL FEE WITHOUT NMGR													\$ 137,935.50

Exhibit C – Survey Extents



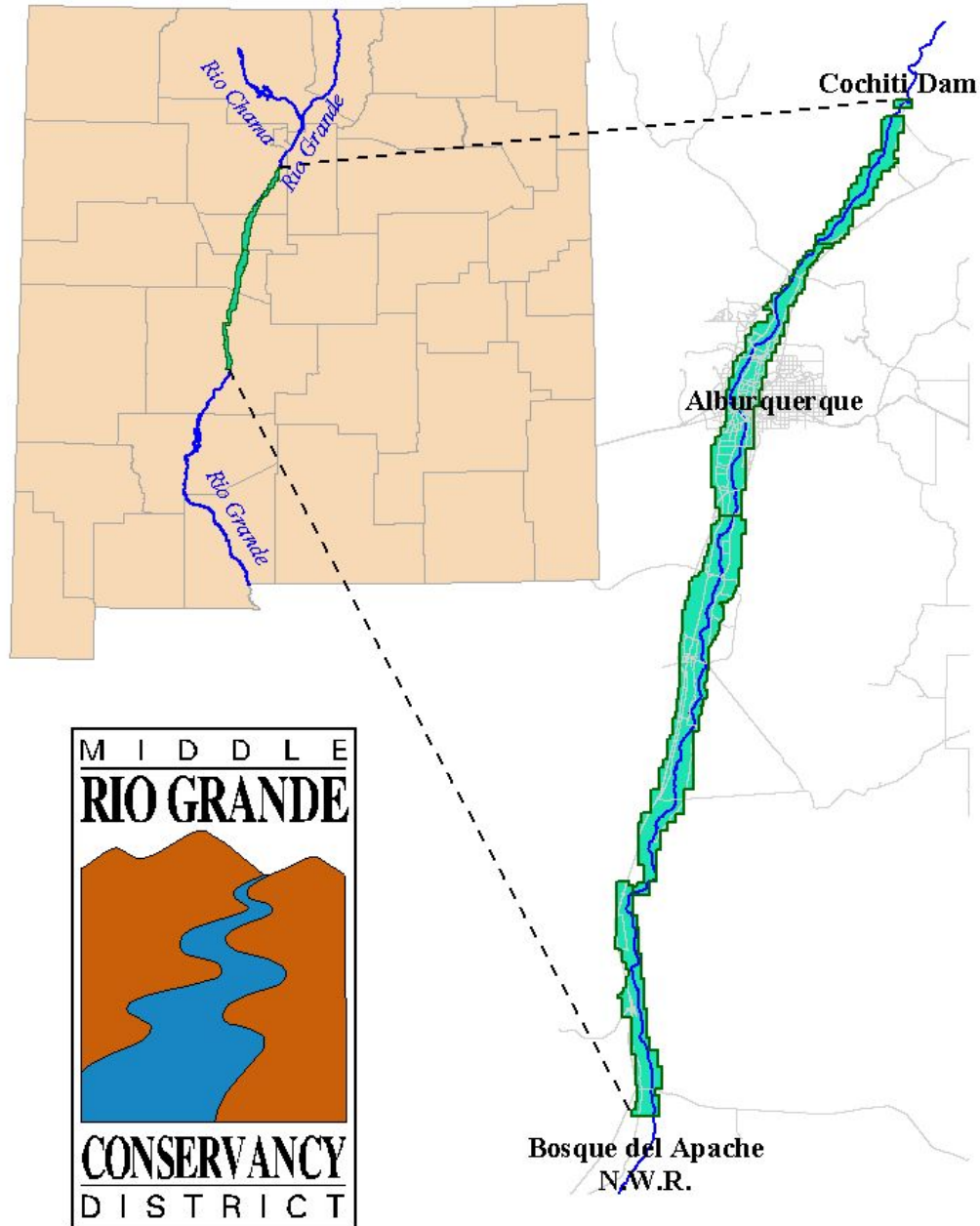
Presentation for the
Water & Natural Resources Committee

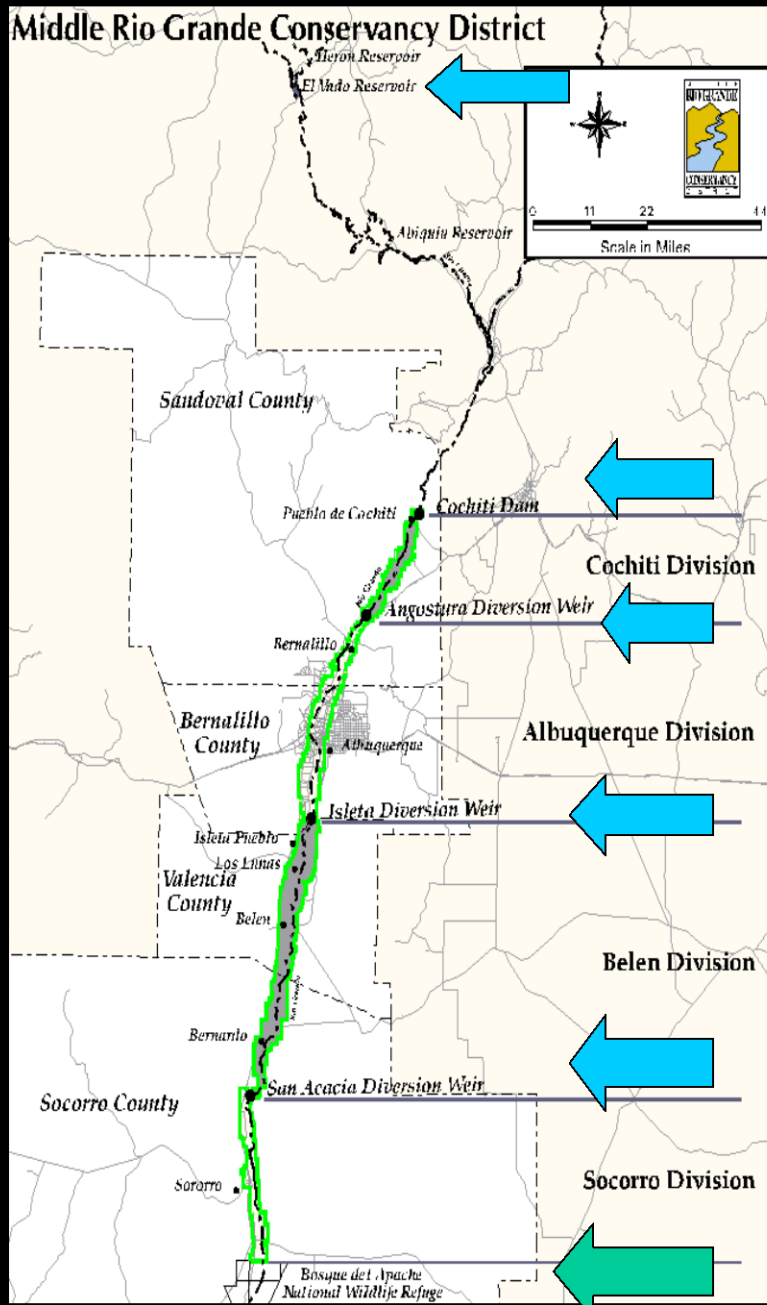
Middle Rio Grande Conservancy District

October 3, 2023

Jason Casuga, PE
CEO/Chief Engineer

New Mexico





EL VADO DAM
On the Rio Chama - For water storage

COCHITI DAM

ANGOSTURA Diversion Weir

ISLETA Diversion Weir

SAN ACACIA Diversion Weir

Bosque del Apache Refuge

MRGCD Mission Statement

THE MIDDLE RIO GRANDE CONSERVANCY DISTRICT OPERATES, MAINTAINS AND MANAGES IRRIGATION, DRAINAGE, AND RIVER FLOOD CONTROL IN THE MIDDLE RIO GRANDE VALLEY, PROMOTES EFFICIENT AND RESPONSIBLE WATER MANAGEMENT, PROTECTS THE ENVIRONMENT, WILDLIFE AND ENDANGERED SPECIES IN COOPERATION WITH OTHER LOCAL, STATE AND FEDERAL AGENCIES, AND PROVIDES MULTI-USE RECREATIONAL OPPORTUNITIES WITHIN THE MIDDLE RIO GRANDE VALLEY.



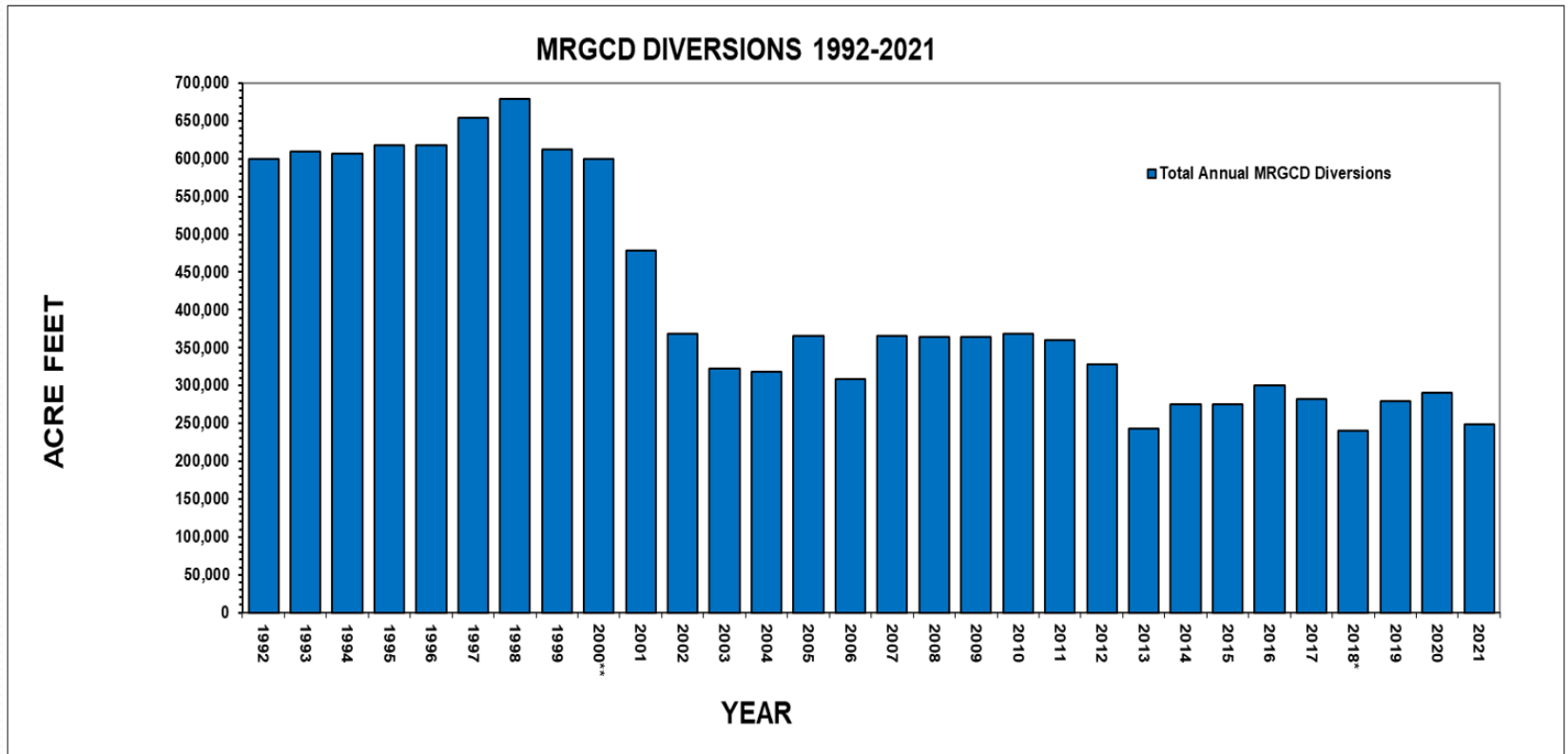
MRGC Services:

- **Six New Mexico Pueblos**
- **More than 100,000 parcels of land**
- **60,000 acres of irrigated lands**
- **11,000 irrigators**
- **30,000 acres Bosque**
- **Sandoval, Bernalillo, Valencia & Socorro Counties**

MRGCD Water Management

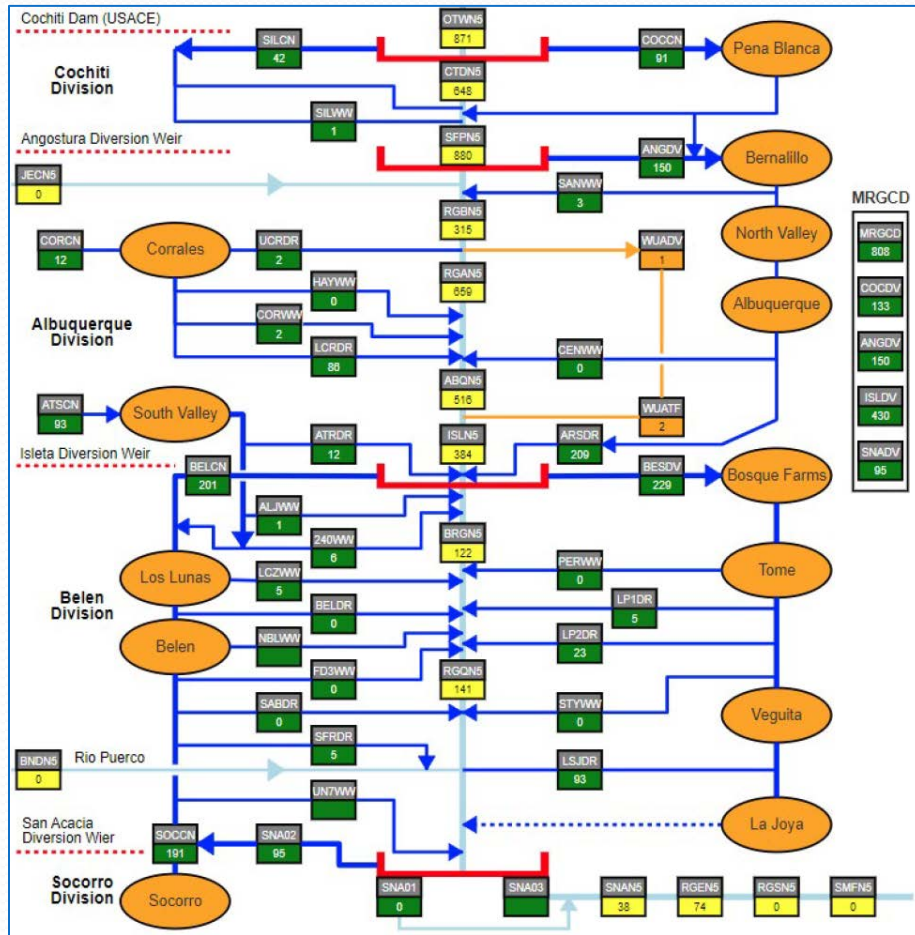
- 1) Meet irrigation demands while improving service and increasing system efficiencies: Board Policy is to achieve a minimum efficiency of one hour per acre at the turnout District-wide.
- 2) Operate in a manner that helps to keep New Mexico out of debit status to the Rio Grande Compact.
- 3) Comply with ESA through application of offsetting commitments and conservation measures in concert with all other agencies' actions to move toward recovery through adaptive management processes.

MRGCD Annual Diversions

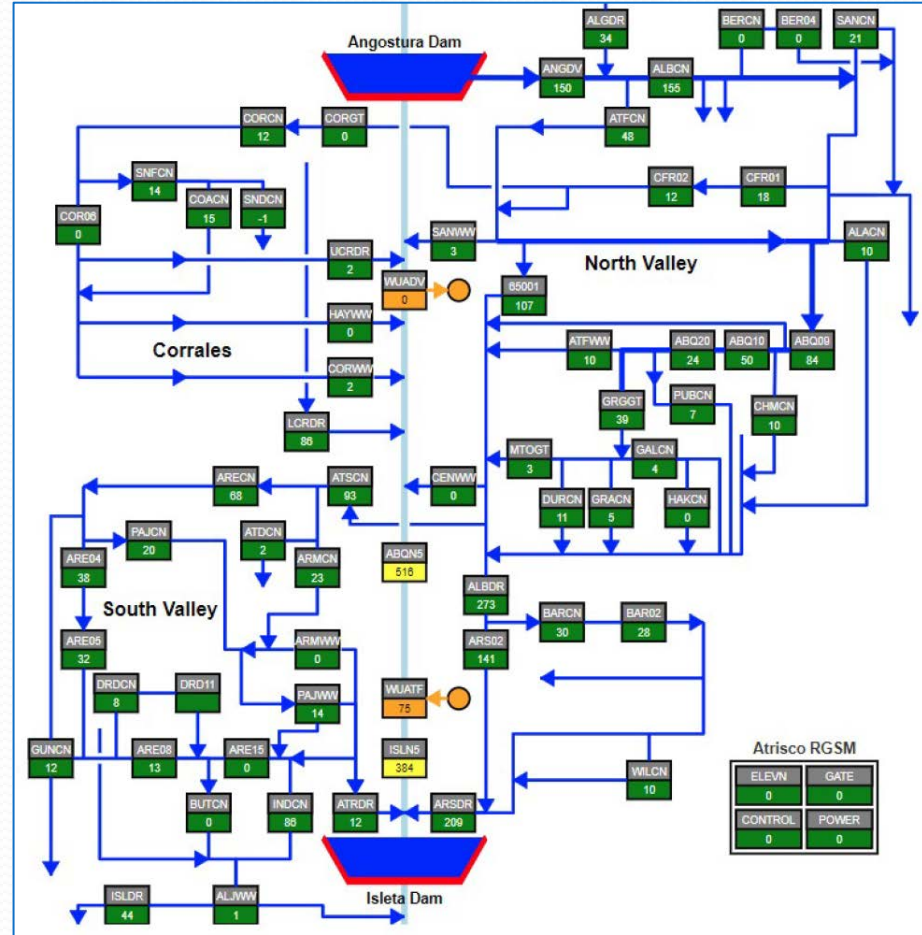


- Over the same time period MRGCD's irrigated acreage has decreased by approximately 10,000 acres.

MRGCD Water Measurement Program

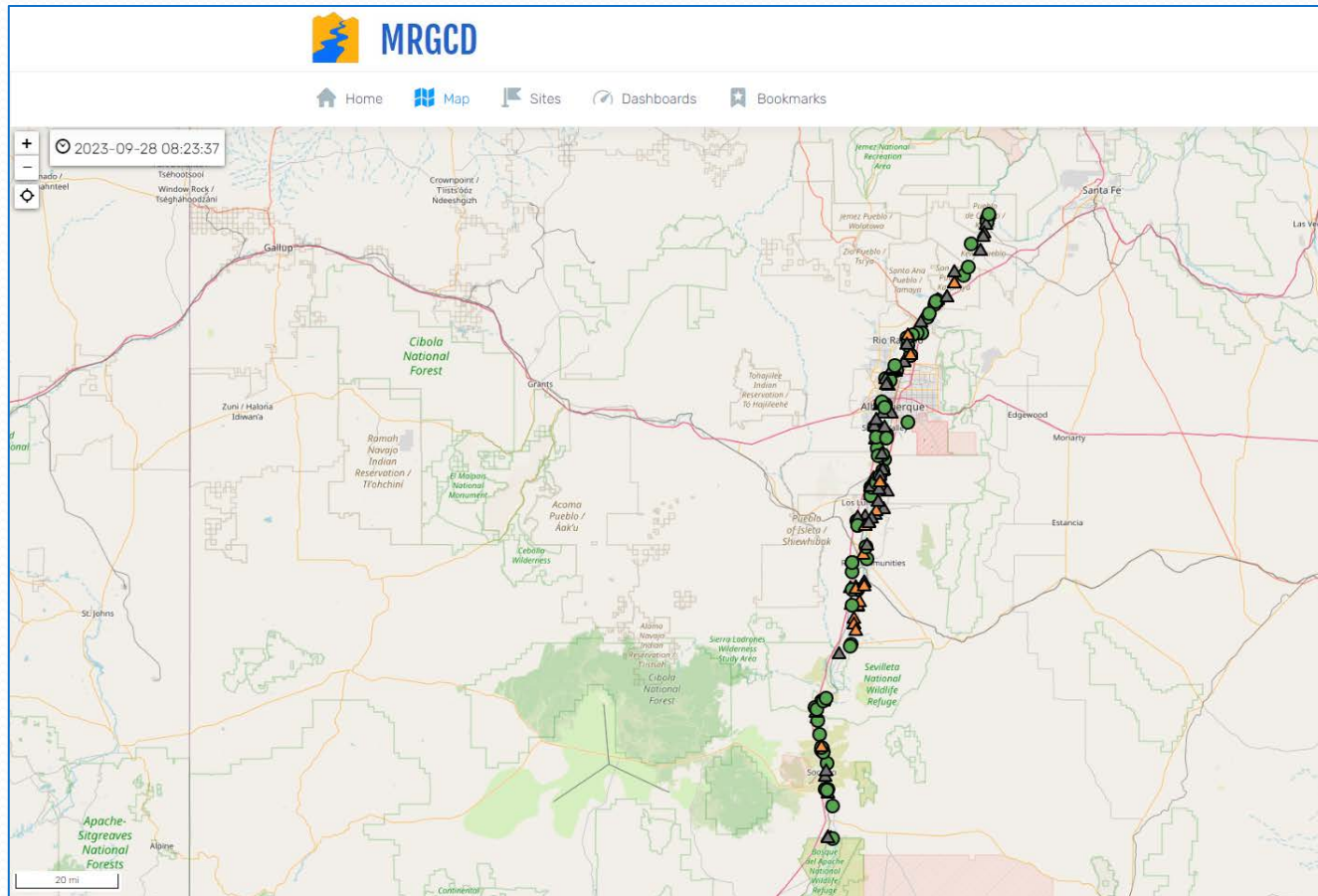


Summary Schematic



Albuquerque Division Schematic

Water Measurement Modernization



Water Measurement

Annual MRGCD Cost to Operate and Maintain Gaging Network

Description	2023	2022	2021	2020
Wages/benefits	392,004.73	245,012.76	305,248.91	238,123.53
Inv/materials	57,489.72	13,509.98	31,116.29	3,556.38
Vehicles/fuel/repair	19,706.35	14,090.64	16,437.28	11,694.24
Office/admin	10,511.21	5,690.78	4,776.95	5,821.78
Total Cost	479,712.01	278,304.16	357,579.43	259,195.93

- MRGCD will be investing \$750,000.00 to construct up to 11 new gaging stations between 2023 and 2025

Rio Grande Compact Compliance Efforts

2020

- Ended non-pueblo irrigation season one month early
- Stopped releases from storage Labor Day weekend

2021

- Started irrigation season one month late
- Adhered to an 80% of full demand curve while the river channel was connected

2022

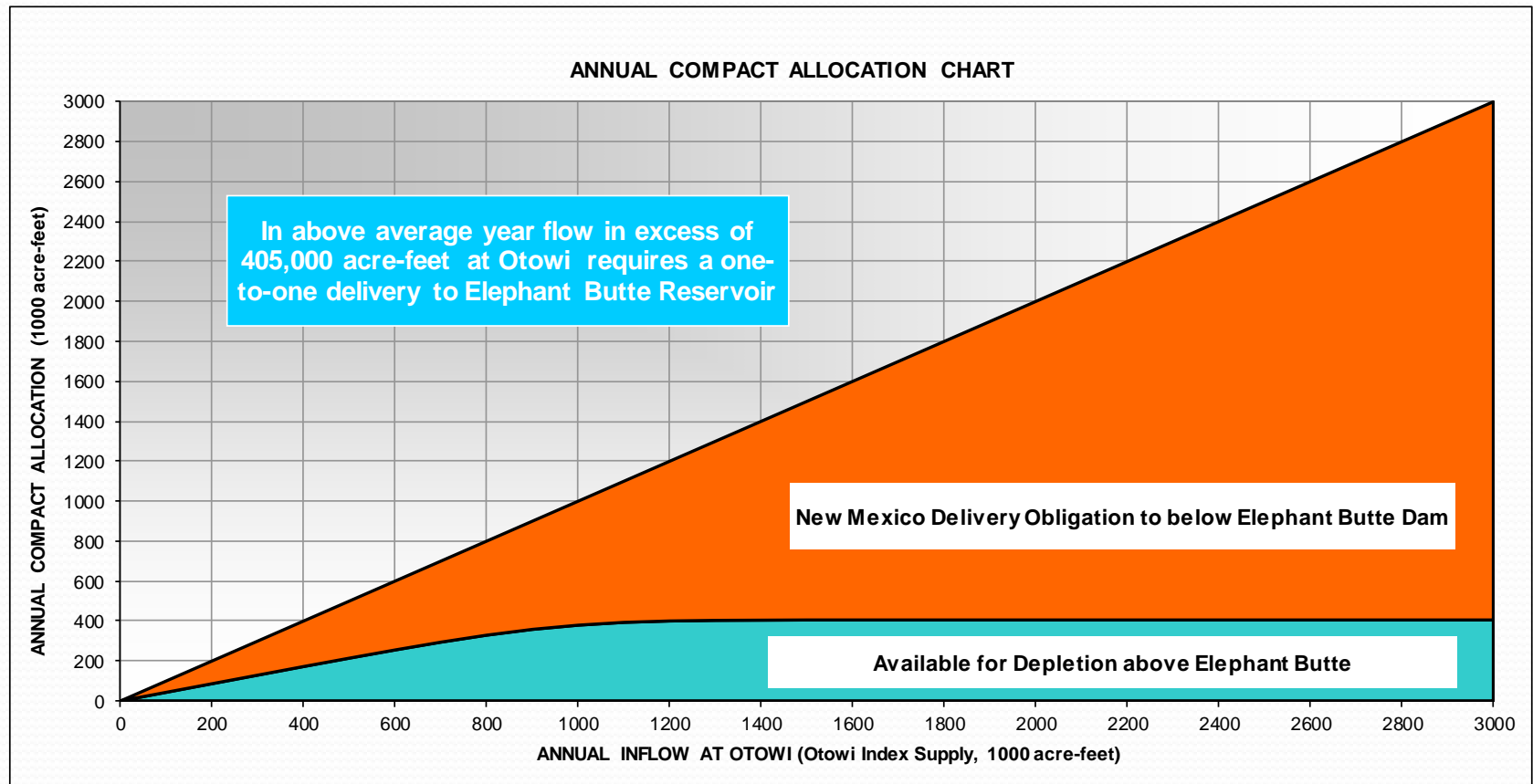
- Adhered to an 80% of full demand curve until the river channel was connected

2023

- Adhered to an 80% of full demand curve until the river began over-banking through the middle valley

****Continued advocacy for the operation of the Low Flow Conveyance Channel once the river begins to dry naturally.**

Chart Showing NM Delivery under the Rio Grande Compact



- For all practical purposes, the RGC caps consumptive use of RG water at around 400K a-f. Consumptive use in the MRG is partially met by San Juan-Chama water, which is external to the RGC.

Low Flow Conveyance Channel (LFCC)



- The LFCC is a federal facility constructed between 1950-59 by the Bureau of Reclamation.
- The purpose of the facility was to assist New Mexico in paying back a Rio Grande Compact Debt accrued between 1943-1956 in excess 500,000 ac-ft.
- New Mexico's debt was eliminated by 1972.
- NM's current accrued debit as of January 2023 is 93,000 AF



LOW FLOW CONVEYANCE CHANNEL

0 1.5 3 6 9 12 Miles



Southern end of the LFCC



Photo looking South (July 2023)

Southern end of the LFCC



New Outlet of LFCC to the Rio Grande being constructed by BOR

Photo looking South (July 2023)



Break in LFCC Feeding Pond

Photo looking North (July 2023)

Southern end of the LFCC

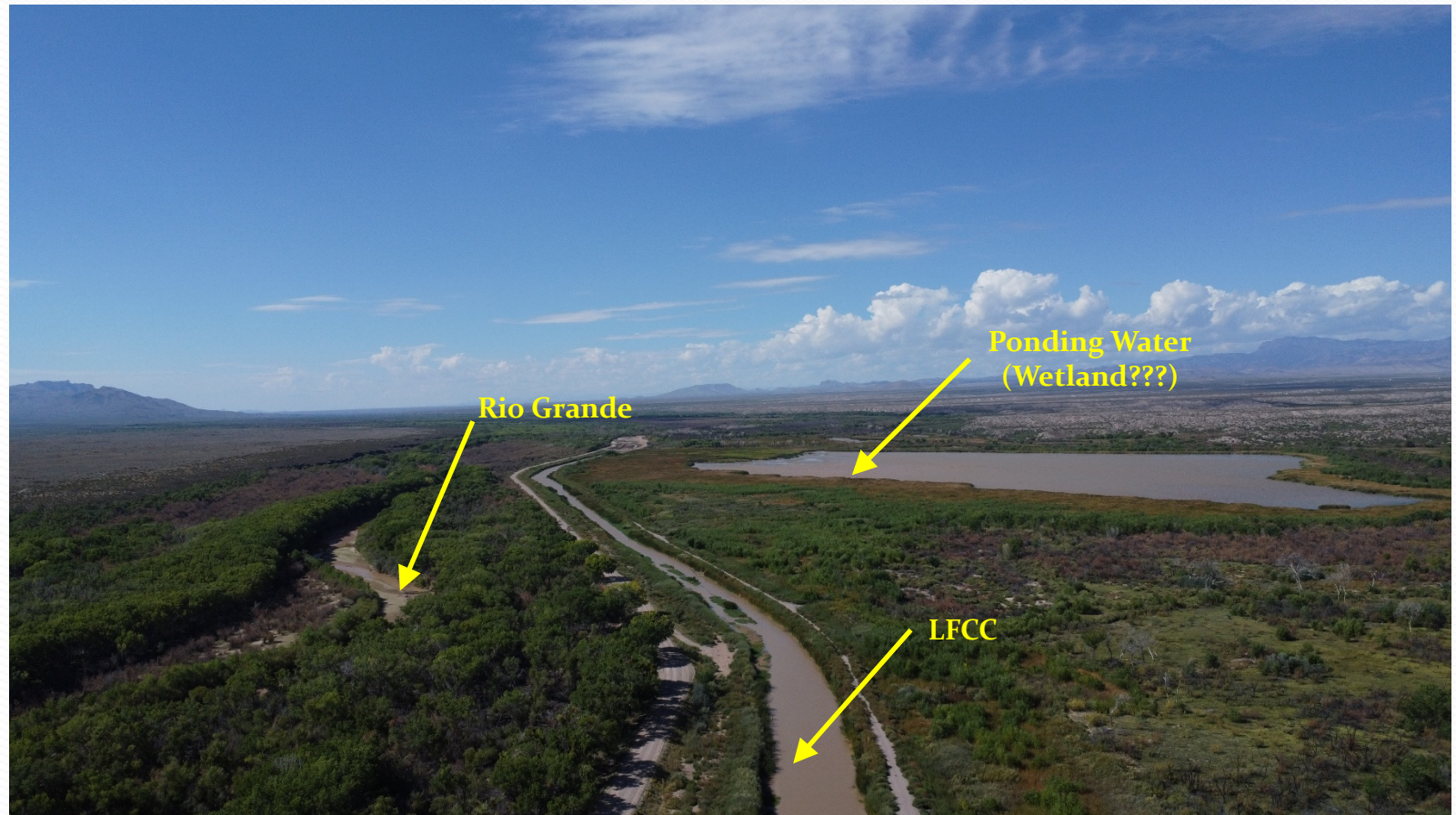
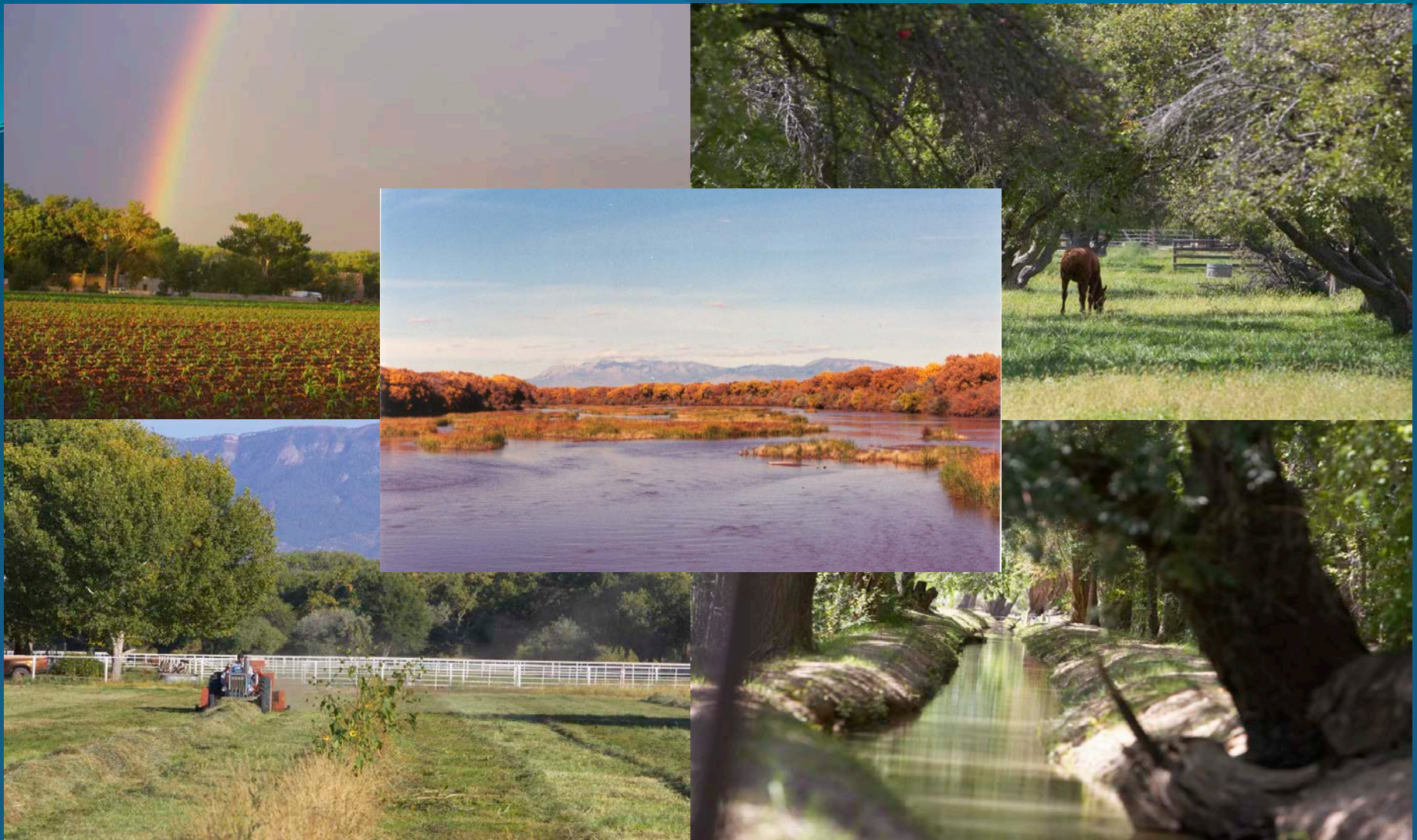


Photo looking South (October 2, 2023)



Middle Rio Grande Conservancy District Keeping the Valley Green



THE RIO GRANDE AGRICULTURAL LAND TRUST'S 2023 ANNUAL FUNDRAISER

Harvest Dinner

JOIN US FOR A FARM TO TABLE EVENT PREPARED BY LOCAL CHEFS DANIEL GARCIA AND SEAN STAGGS



October 14th
FROM 3PM-DUSK

AT THE GUTIÉRREZ-HUBBELL HOUSE
IN THE SOUTH VALLEY, NEW MEXICO

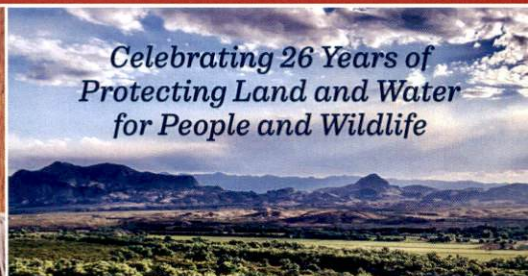
Tickets

EARLY BIRD TICKETS:
\$130 EACH OR 2 FOR \$225

AFTER SEPTEMBER 15TH:
\$140 EACH OR 2 FOR \$250

RGALT is 501c3 non-profit, all ticket purchases and donations are tax-deductible.

Live Music, Silent and Live Auction!



RIO GRANDE
AGRICULTURAL
LAND TRUST

RGALT's mission is to protect land and water for people and wildlife, forever!

FOR TICKETS AND MORE DETAILS
VISIT OUR WEBSITE

WWW.RGALT.ORG

