



Agenda

For Presentation at the
2,214th Regular Meeting of the Board of Directors of the
Middle Rio Grande Conservancy District

August 12, 2024 – 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 – August 12, 2024
 - b. Consideration/Approval of July 2024 Invoice for Wiggins, Williams & Wiggins
 - c. Consideration/Approval of July 2024 Invoice for Law and Resource Planning Assoc.
 - d. 11Consideration/Approval of the Minutes for the Special Board Meeting – July 8, 2024
 - e. Consideration/Approval of the Minutes for the Regular Board Meeting – July 8, 2024
 - f. Memo on MRGCD Approved Licenses for July 2024 (For Informational Purposes Only)
- 3:05 4. **Discussion of the Water Distribution Policy Procedures** – Jason M. Casuga, CE/CEO and Matt Martinez, Water Distribution Manager
- 3:15 5. **Consideration/Approval of the Memorandum of Understanding between MRGCD and La Joya** – Jason M. Casuga, CE/CEO
- 3:25 6. **Items from the Floor (Comments are limited to three (3) minutes)**
- 3:40 7. **Report(s) from the Water Operations and Distribution Divisions**
 - a. Report on Water Supply Conditions – Anne Marken, Water Ops Division Manager
 - b. Status Report on Water Distribution – Matt Martinez, Water Distribution Division Manager
- 3:50 8. **Report(s) from the Department of the Interior**
 - a. Bureau of Reclamation– Jennifer Faler, Area Manager
 - b. Bureau of Indian Affairs – Patrick Taber, Acting Designated Engineer
- 4:00 9. **Report(s) from the Human Resources Department** – Christine L. Nardi, MBA
 - a. Introduction of MRGCD New Hires
 - b. Employee Recognition
- 4:10 10. **Report(s) from the Chief Procurement Officer** – Richard DeLoia
 - a. Consideration/Approval for Peralta Outfall Automatic Control Gates – Casey Ish, Conservation Program Manager
- 4:15 11. **Report(s) from the Secretary-Treasurer/CFO** – Pamela Fanelli, CMA, CGFM
 - a. Consideration/Approval of Resolution M-08-12-24-211 Authorizing Acceptance of the WaterSMART: Drought Resiliency Program Grant (NOF No. R24AS00007) through the US Bureau of Reclamation for the Construction of the Feeder No. 3 Pump Station in Southern Valencia County – Westside Belen Division
 - b. Consideration/Approval of Resolution M-08-12-24-212 the Board of Directors Instructs Staff to Submit an Application for Funds through the Water Trust Board for Construction Services for the MRGCD Feeder No. 3 Pump Station
 - c. Consideration/Approval of Resolution M-08-12-24-213 Authorizing the Execution and Delivery of a Water Project Fund Loan/Grant Agreement by and between the NM Finance Authority and the MRGCD for the Phase II of the Socorro Main Canal Lining Project

- d. Update on Insurance Search– Pamela Fanelli, Secretary-Treasurer/CFO
 - e. Notification of the 2024 MRGCD Water Service Charge Reclassification (Protest) Hearing per NMSA §73-18-8.1; hearing scheduled for September 9, 2024
- 4:40 12. **Report(s) from the Chief Operating Officer** – Eric Zamora, PE
- a. Report on the Valencia County Homeless Clean up
 - b. Report on the ER&T (Equipment, Repair & Transportation) Department Improvements
 - c. Update on New Equipment
 - d. Update on the Monsoon Response
- 5:00 13. **Report(s) from the Chief Engineer/CEO** – Jason M. Casuga, PE
- a. Presentation on the San Acacia Levee Certification Package – Craig Hoover, Bohannon Huston Inc., and Jason M. Casuga, CE/CEO
 - b. Report on MRGCD's Response Letter to Office of the State Engineer's Letter dated June 28, 2024 – Jason M. Casuga, CE/CEO
 - c. Report on the Six Middle Rio Grande Pueblos Coalition Meeting, July 11 & August 1, 2024 – Jason M. Casuga, CE/CEO, Eric Zamora, COO, Chair Russo Baca, Directors Sandoval and Baugh
 - d. Report on the MRGCD and Pueblo of Sandia Corrales Siphon Meeting, July 15, 2024 – Jason M. Casuga, CE/CEO & Chair Russo Baca
 - e. Report on the Low Flow Conveyance Channel Site Visit with Senator Heinrich, July 16, 2024 – Jason M. Casuga, CE/CEO
 - f. Report on the Socorro County Farmers/Irrigators Informational Meeting, July 18, 2024– Jason M. Casuga, CE/CEO, Directors Duggins and Baugh
 - g. Report on the Sandoval County Farmers/Irrigators Informational Meeting, July 25, 2024– Jason M. Casuga, CE/CEO, Directors Sandoval and Dunning
 - h. Report on the City of Albuquerque Council Meeting regarding eBikes, August 5, 2024 – Jason M. Casuga, CE/CEO and Director Baugh
 - i. Information on Upcoming Events
 - 1. Coalition of Rio Grande Water Users 2024 Conference, October 1-3, 2024–Santa Fe, NM
 - 2. Colorado River Water Users Association (CRWUA) 2024 Conference, December 4-6, 2024 – Las Vegas, NV
 - 3. Family Farm Alliance Annual Conference, February 2025 – Reno, NV
- 5:45 14. **Report(s) from the MRGCD Attorney(s) – Chief Water Counsel or General Counsel**
- 5:50 15. **Report(s) from the Board**
- a. Report on the Farmers for Future Farmers Meeting, July 9, 2024- Chair Russo Baca
 - b. Report on the VSWCD, Summer Conservation Camp, July 10, 2024 – Chair Russo Baca
 - c. Report on the La Joya / MRGCD MOU, July 12, 2024 – Chair Russo Baca
 - d. Report on the Center for Social Sustainable Systems (CESOSS) Meeting, July 15, 2024 – Director Baugh
 - e. Report on the Centennial Committee Meeting, July 17, 2024 – Chair Russo Baca, Vice Chair Dunning and Director Baugh
 - f. Report on the Conservation Advisory Committee Meeting, July 18, 2024 – Chair Russo Baca
 - g. Report on the Personnel & Finance Committee Meetings, August 1, 2024 – Directors Kelly, Dunning and Russo Baca
 - h. Report on the Middle Rio Grande Region Water Planning, August 7, 2024 – Chair Russo Baca
 - i. Report on the Quarterly Pollinator Networking Group, August 8, 2024 – Chair Russo Baca
- 6:00 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
August 12, 2024
Checks for the Period July 01, 2024 through July 31, 2024

3a

Check Number	Vendor Name	Check Amount	Description	Location
EFT	NEW MEXICO TAXATION & REVENUE DEPARTMENT	21,514.26 920.20	JUNE 2024 WITHHOLDING TAX WORKERS' COMPENSATION FEE - QTR. 2	
EFT	STATE OF ARIZONA DEPARTMENT OF REVENUE	100.28	2024 QUARTER 2 WITHHOLDING TAX	
EFT	DEPARTMENT OF WORKFORCE SOLUTIONS	8,036.19	2024 QUARTER 2 UNEMPLOYMENT FEE	
EFT	PAYROLL	310,165.98	PAY PERIOD 14	
EFT	PERA	106,617.60	PAY PERIOD 14	
EFT	IRS	40,467.57	PAY PERIOD 14	
EFT	VOYA DEFERRED COMP	7,951.16	PAY PERIOD 14	
EFT	PAYROLL	313,114.49	PAY PERIOD 15	
EFT	PERA	113,779.71	PAY PERIOD 15	
EFT	IRS	41,033.85	PAY PERIOD 15	
EFT	VOYA DEFERRED COMP	7,926.16	PAY PERIOD 15	
TOTAL PAYROLL		971,627.45		
151700	JOHN THOMPSON	(11,756.25)	VOIDED CHECK DATED 7.11.24	
2	CENTURY EQUIPMENT	(1,883.26)	VOIDED EFT DATED 7.31.24	
3	GENUINE NAPA	(1,400.60)	VOIDED EFT DATED 7.31.24	
4	GENUINE NAPA	(7.90)	VOIDED EFT DATED 7.31.24	
151559	4 RIVERS EQUIPMENT	474.79	ALTERNATOR	ALBUQUERQUE DIVISION
151560	4 RIVERS EQUIPMENT	831.73	BUSHINGS, O-RINGS, SEALS, & WASHERS	SOCORRO DIVISION
151560	4 RIVERS EQUIPMENT	679.84	CONDENSER FAN	BELEN DIVISION
151560	4 RIVERS EQUIPMENT	(50.00)	CREDIT CORE CHARGE PO 202444176	ALBUQUERQUE DIVISION
151560	4 RIVERS EQUIPMENT	13,364.11	DIAGNOSE & REPAIR UNIT 57503	BELEN DIVISION
151560	4 RIVERS EQUIPMENT	261.94	JD FILTERS	INVENTORY
151560	4 RIVERS EQUIPMENT	23.76	RADIATOR CAP	ALBUQUERQUE DIVISION
151560	4 RIVERS EQUIPMENT	272.87	TANK	BELEN DIVISION
151561	A & A LOCK & KEY	460.00	DUPLICATE KEYS-CODED	LICENSING & LAND SALES
151562	A-1 QUALITY REDI-MIX	712.00	TO BLOCK OFF ROADWAY-4014SOA ST# 103 75	SOCORRO DIVISION
151563	AAA PUMPING SERVICE	107.63	PORTA POTTY RESTROOM FOR 6/20/24 MEETING	NON DIVISION
151564	ABCWUA	663.60	JUNE24	NON DIVISION
151564	ABCWUA	442.84	JUNE24	ALBUQUERQUE DIVISION
151564	ABCWUA	138.69	JUNE24	EQUIPMENT REPAIR & TRANS
151564	ABCWUA	4,632.75	RQ3- CULTURAL RESOURCES SURVEY AT ABIQUIU	NON DIVISION
151565	ACTION HOSE INC.	8.30	CONNECTOR FOR #37012	COCHITI DIVISION
151565	ACTION HOSE INC.	52.18	FITTINGS	ALBUQUERQUE DIVISION
151565	ACTION HOSE INC.	148.88	HOSE	COCHITI DIVISION
151565	ACTION HOSE INC.	354.92	HYDRAULIC LINE REPAIRS	BELEN DIVISION
151565	ACTION HOSE INC.	40.04	TRANSMISSION LINE	ALBUQUERQUE DIVISION
151566	ADVANCE AUTO PARTS	731.00	GREASE GUNS	INVENTORY
151567	ALBUQUERQUE ASPHALT	2,300.00	SP-349-2023 DAMAGE DEPOSIT REFUND	GENERAL FUND
151568	ALBUQUERQUE GRAVEL P	2,520.00	FY24 CONCRETE/SHOTCRETE - ALBUQUERQUE	ALBUQUERQUE DIVISION
151569	ALBUQUERQUE PUB	65.64	LEGAL AD	PURCHASING
151570	ALBUQUERQUE SUPPLY	1,684.25	VALLE VISTA ELEMENTARY SUPPLIES	GRANTS FUND GO
151571	ALL AMERICAN PUMPING	115.00	JUN24- PORTABLE TOILET RENTAL	SOCORRO DIVISION
151572	ALLSTATE HYDRAULICS	405.46	COUPLER	ALBUQUERQUE DIVISION
151572	ALLSTATE HYDRAULICS	499.88	HYDRAULIC PUMP/MOTOR & ADAPTERS	ALBUQUERQUE DIVISION
151572	ALLSTATE HYDRAULICS	1,845.00	WATER PUMP UNIT 54601	BELEN DIVISION
151573	ALPHA SOUTHWEST	26,906.26	PUMP SERVICE - SOCORRO BOOSTER STATION	WATER DISTRIBUTION DIV
151574	AMAZON CAPITAL	19.99	GENERAL OFFICE SUPPLIES	LICENSING & LAND SALES
151574	AMAZON CAPITAL	19.66	GENERAL OFFICE SUPPLIES	NON DIVISION
151574	AMAZON CAPITAL	47.98	PARACORD	WATER OPERATIONS

Check Number	Vendor Name	Check Amount	Description	Location
151574	AMAZON CAPITAL	19.99	PHONE CASE / RESCUE LADDER	LICENSING & LAND SALES
151574	AMAZON CAPITAL	273.99	PHONE CASE / RESCUE LADDER	WATER OPERATIONS
151574	AMAZON CAPITAL	30.99	TABLET COVER / IT	INFORMATION SYS
151574	AMAZON CAPITAL	89.99	TOOL KIT	NON DIVISION
151575	ARMIJO, RANDOLPH L	575.40	2024 WATER LEASE PAYMENTS - FULL SEASON	GRANTS FUND GO
151576	BARNHILL BOLT CO	10.90	BOLTS	WATER OPERATIONS
151577	BJW VENTURES, LLC	295.00	SEAT COVERS	BELEN DIVISION
151577	BJW VENTURES, LLC	745.00	SEAT COVERS & FLOOR MATS	ALBUQUERQUE DIVISION
151578	BOHANNAN HUSTON	10,762.50	JUN24- BELEN HIGHLINE CANAL DESIGN CONCEPTS	ENGINEERING & MAPPING
151578	BOHANNAN HUSTON	9,999.44	JUN24- IRRIGATION ASSESSMENT	ENGINEERING & MAPPING
151578	BOHANNAN HUSTON	6,999.61	MAY24 - IRRIGATION ASSESSMENT	ENGINEERING & MAPPING
151578	BOHANNAN HUSTON	384.22	SAN ACACIA LEVEE CERT- USACE CO	ENGINEERING & MAPPING
151579	BOOT BARN	290.24	FY24 - BOOT VOUCHER	WATER DISTRIBUTION DIV
151579	BOOT BARN	135.99	FY24 - BOOT VOUCHER	ALBUQUERQUE DIVISION
151580	BOYD-SHUCK NAPA	55.05	REPAIR-UNIT# 64413 2009 INTERNATIONAL DUMP	SOCORRO DIVISION
151580	BOYD-SHUCK NAPA	56.04	SERVICE-UNIT# 35801 1994 JD TRACTOR MOWER	SOCORRO DIVISION
151581	BUSTED STEM	118.39	TIRE REPAIR	ALBUQUERQUE DIVISION
151581	BUSTED STEM	1,856.77	TIRE REPAIR/SERVICE CALLS	COCHITI DIVISION
151582	C & C SERVICES	4,223.71	CRUSHED CONCRETE	ALBUQUERQUE DIVISION
151582	C & C SERVICES	5,968.03	CRUSHED ROCK	ALBUQUERQUE DIVISION
151583	CENTURY EQUIPMENT	149.58	BLADES	BELEN DIVISION
151583	CENTURY EQUIPMENT	105.44	BOLTS, NUTS & LOCK WASHERS	ALBUQUERQUE DIVISION
151583	CENTURY EQUIPMENT	560.10	FILTERS	BELEN DIVISION
151584	CENTURY LINK	80.50	JUN24	BELEN DIVISION
151584	CENTURY LINK	169.02	JUN24	SOCORRO DIVISION
151585	CESOSS	25,000.00	FY24 CESOSS AGREEMENT	NON DIVISION
151586	CF PADILLA, LLC	2,300.00	SP-336-2023 DAMAGE DEPOSIT REFUND	GENERAL FUND
151587	CHASE MECHANICAL LLC	2,179.00	ELECTRICAL SERVICE FOR 3 PHASE FOR NEW AC	EQUIPMENT REPAIR & TRANS
151587	CHASE MECHANICAL LLC	2,500.00	ER&T WASH BAY SEWER	EQUIPMENT REPAIR & TRANS
151587	CHASE MECHANICAL LLC	760.00	SERVICE CALL A/C MAINTENANCE	ALBUQUERQUE DIVISION
151587	CHASE MECHANICAL LLC	487.90	SERVICE CALL A/C MAINTENANCE	EQUIPMENT REPAIR & TRANS
151587	CHASE MECHANICAL LLC	2,440.00	SERVICE CALL A/C MAINTENANCE	GENERAL OFFICE
151588	CHOICE STEEL COMPANY	2,882.00	C PURLIN & RECEIVER CHANNEL	EQUIPMENT REPAIR & TRANS
151588	CHOICE STEEL COMPANY	276.00	STEEL - ER&T SHADE STRUCTURE	EQUIPMENT REPAIR & TRANS
151589	CINTAS FIRST AID	40.77	REFILL FIRST AID CABINET-BELEN OFFICE	BELEN DIVISION
151589	CINTAS FIRST AID	32.82	RESTOCK FIRST AID CABINETS	EQUIPMENT REPAIR & TRANS
151589	CINTAS FIRST AID	64.29	RESTOCK FIRST AID CABINETS	GENERAL OFFICE
151589	CINTAS FIRST AID	45.00	WATER COOLER RENTAL	COCHITI DIVISION
151590	CITY OF SOCORRO	306.87	JUN24	SOCORRO DIVISION
151591	CONCRETE SYSTEMS INC	244.07	CONSTRUCTION SUPPLIES	BELEN DIVISION
151592	CONTINENTAL BATTERY	66.30	BATTERIES	ALBUQUERQUE DIVISION
151592	CONTINENTAL BATTERY	297.92	BATTERIES	BELEN DIVISION
151592	CONTINENTAL BATTERY	66.30	BATTERIES	EQUIPMENT REPAIR & TRANS
151592	CONTINENTAL BATTERY	139.74	BATTERIES	WATER DISTRIBUTION DIV
151592	CONTINENTAL BATTERY	198.28	BATTERIES	SOCORRO DIVISION
151592	CONTINENTAL BATTERY	148.92	BATTERY	ALBUQUERQUE DIVISION
151592	CONTINENTAL BATTERY	(30.00)	CREDIT CORE CHARGE PO 20244163	BELEN DIVISION
151593	CRITTERS OIL CHANGE	75.00	OIL CHANGE	BELEN DIVISION
151593	CRITTERS OIL CHANGE	300.00	OIL CHANGE	WATER DISTRIBUTION DIV
151593	CRITTERS OIL CHANGE	75.00	OIL CHANGE	WATER OPERATIONS
151594	D.R.B. ELECTRIC, INC	1,176.31	SERVICE CALL	ALBUQUERQUE DIVISION
151595	DESERT GREENS EQUIP	257.29	PUMPS, GASKET, & O-RINGS UNITS 67016 & 47019	ALBUQUERQUE DIVISION
151595	DESERT GREENS EQUIP	2,115.26	PUMPS, GASKET, & O-RINGS UNITS 67016 & 47019	SOCORRO DIVISION
151595	DESERT GREENS EQUIP	571.89	STARTER	SOCORRO DIVISION
151596	DOCUSIGN, INC.	5,383.94	ESIGNATURE BUSINESS PRO - ANNUAL	INFORMATION SYS
151597	ENCHANTMENT SAFETY A	1,358.30	YELLOW JACKET ORDER	BELEN DIVISION
151597	ENCHANTMENT SAFETY A	319.60	YELLOW JACKET ORDER	EQUIPMENT REPAIR & TRANS

Check Number	Vendor Name	Check Amount	Description	Location
151597	ENCHANTMENT SAFETY A	759.05	YELLOW JACKET ORDER	SOCORRO DIVISION
151598	FNF CONSTRUCTION	2,300.00	SP-218-2023 DAMAGE DEPOSIT REFUND	GENERAL FUND
151599	FRANK'S SUPPLY CO	763.24	RENTAL /ER&T SHADE STRUCTURE	EQUIPMENT REPAIR & TRANS
151599	FRANK'S SUPPLY CO	4,074.05	RENTAL TELEHANDLER FORKLIFT	EQUIPMENT REPAIR & TRANS
151599	FRANK'S SUPPLY CO	2,282.38	SCISSOR LIFTS RENTAL	EQUIPMENT REPAIR & TRANS
151600	GENUINE NAPA	183.20	AIR DRYER ASSEMBLY	BELEN DIVISION
151600	GENUINE NAPA	55.33	HYD HOSE FITTING FOR FUEL HOSE	BELEN DIVISION
151600	GENUINE NAPA	80.02	HYDRAULIC HOSE	BELEN DIVISION
151600	GENUINE NAPA	465.01	HI-PRESSURE CLEANING WAND, UNIT#542	BELEN DIVISION
151600	GENUINE NAPA	924.59	MISC. PARTS	BELEN DIVISION
151600	GENUINE NAPA	190.97	MISC. PARTS	WATER DISTRIBUTION DIV
151600	GENUINE NAPA	554.96	PARTS	BELEN DIVISION
151600	GENUINE NAPA	115.34	TOOL/ HOOD LATCH	BELEN DIVISION
151601	GPS, LLC	24.23	REPAIR-UNIT# 64300 2022 SERVICE TRLR	SOCORRO DIVISION
151601	GPS, LLC	216.45	REPAIR-UNIT# 65103 2015 PETERBILT DUMP TRUCK	SOCORRO DIVISION
151601	GPS, LLC	147.15	REPAIR-UNIT# 65104 2020 INTERNATIONAL DUMP	SOCORRO DIVISION
151601	GPS, LLC	330.10	REPAIR-UNIT# 67017 2013 JD TRACTOR MOWER	SOCORRO DIVISION
151601	GPS, LLC	162.68	REPAIR-UNIT# 67018 2018 JD TRACTOR/MOWER	SOCORRO DIVISION
151601	GPS, LLC	100.00	REPAIR-UNIT# 80031 2022 FORD F150	SOCORRO DIVISION
151602	GRAINGER	31.32	UTILITY ROPE	EQUIPMENT REPAIR & TRANS
151603	H.O. CONSTRUCTION	2,300.00	SP-199-2022 DAMAGE DEPOSIT REFUND	GENERAL FUND
151604	HUB INTERNATIONAL	87.00	ADD 2024 JOHN DEERE DOZER	NON DIVISION
151605	INLAND KENWORTH INC.	418.13	MISC. PARTS	ALBUQUERQUE DIVISION
151605	INLAND KENWORTH INC.	47.74	SEAL	ALBUQUERQUE DIVISION
151606	IRSC	776.60	DPF, DOC & SCR CLEANING & GASKETS	ALBUQUERQUE DIVISION
151607	JOSE M. AGUILAR J.A	200.43	TIRE REPAIR	BELEN DIVISION
151608	KORN FERRY HAY GROUP	2,453.85	FY24- GASB 75 SERVICES	ACCOUNTING
151609	LEGALSHIELD	408.00	JUN24 - LEGALSHIELD	GENERAL FUND
151610	LEVEL 3 FINANCING IN	242.84	INTERNET: JUN24	BELEN DIVISION
151610	LEVEL 3 FINANCING IN	1,547.96	INTERNET: JUN24	INFORMATION SYS
151610	LEVEL 3 FINANCING IN	242.84	INTERNET: JUN24	SOCORRO DIVISION
151611	LINDE GAS	158.08	CYLINDER RE-FILLS	ALBUQUERQUE DIVISION
151611	LINDE GAS	129.22	OXYGEN & ACETYLENE REFILL	COCHITI DIVISION
151611	LINDE GAS	1,062.00	WELDING RODS FOR SHADE PROJECT	GENERAL FUND
151612	MCT INDUSTRIES, INC.	116.48	KITS & IMPELLER	BELEN DIVISION
151612	MCT INDUSTRIES, INC.	725.28	KITS & IMPELLER	SOCORRO DIVISION
151612	MCT INDUSTRIES, INC.	98.00	LID	BELEN DIVISION
151613	MESA OIL, INC	101.35	FLEET PRODUCT DISPOSAL	EQUIPMENT REPAIR & TRANS
151614	MONTIEL'S CUSTOM	1,500.00	POLYCARBONATE DOOR	SOCORRO DIVISION
151614	MONTIEL'S CUSTOM	2,950.00	REPLACEMENT WINDOWS UNIT 37011	COCHITI DIVISION
151615	NAPA AUTO PARTS	1,518.39	BRAKE PADS, OIL, SPARK PLUGS & MISC. PARTS	ALBUQUERQUE DIVISION
151615	NAPA AUTO PARTS	254.75	BRAKE PADS, TREATMENT, OIL & SPARK PLUGS	EQUIPMENT REPAIR & TRANS
151615	NAPA AUTO PARTS	27.99	BRAKE PADS, TREATMENT, OIL & SPARK PLUGS	WATER DISTRIBUTION DIV
151615	NAPA AUTO PARTS	24.15	CYLINDER , HANDLE & HUB OILER	EQUIPMENT REPAIR & TRANS
151615	NAPA AUTO PARTS	25.83	HANDLE	SOCORRO DIVISION
151615	NAPA AUTO PARTS	8.07	MISC. PARTS	COCHITI DIVISION
151615	NAPA AUTO PARTS	9.83	MISC. PARTS	EQUIPMENT REPAIR & TRANS
151615	NAPA AUTO PARTS	239.00	MISC. PARTS	EQUIPMENT REPAIR & TRANS
151615	NAPA AUTO PARTS	6.72	MISC. PARTS	WATER DISTRIBUTION DIV
151615	NAPA AUTO PARTS	213.31	MISC. PARTS	SOCORRO DIVISION
151616	NED'S PIPE & STEEL	20.00	MISC. PARTS	BELEN DIVISION
151617	NEW MEXICO GAS CO	31.06	JUN24	NON DIVISION
151617	NEW MEXICO GAS CO	29.32	JUN24	ALBUQUERQUE DIVISION
151617	NEW MEXICO GAS CO	32.83	JUN24	BELEN DIVISION
151617	NEW MEXICO GAS CO	41.34	JUN24	EQUIPMENT REPAIR & TRANS
151618	NEW MEXICO TRACTOR S	492.78	BEARING PARTS	BELEN DIVISION
151618	NEW MEXICO TRACTOR S	149.97	MISC. PARTS	BELEN DIVISION

Check Number	Vendor Name	Check Amount	Description	Location
151619	O'REILLY AUTO PARTS	9.99	COVER	ALBUQUERQUE DIVISION
151619	O'REILLY AUTO PARTS	44.99	FILTER	BELEN DIVISION
151619	O'REILLY AUTO PARTS	107.97	OIL	BELEN DIVISION
151619	O'REILLY AUTO PARTS	125.75	SUPPLIES	ALBUQUERQUE DIVISION
151620	OCCUPATIONAL HEALTH	482.14	PRE EMPLOYMENT SCREENINGS	BELEN DIVISION
151621	OES GLOBAL INC	48.46	REPAIR-UNIT# 64300 2022 SERVICE TRLR	SOCORRO DIVISION
151622	ONERAIN INCORPORATED	26,400.00	CONTRAIL SUBSCRIPTION- 07/01/23-6/31/24	INFORMATION SYS
151623	PARTS AUTHORITY	1,713.23	LIFT REPAIRS & INSPECTIONS	BELEN DIVISION
151623	PARTS AUTHORITY	1,603.60	LIFT REPAIRS & INSPECTIONS	COCHITI DIVISION
151623	PARTS AUTHORITY	3,203.47	LIFT REPAIRS & INSPECTIONS	EQUIPMENT REPAIR & TRANS
151624	PENA BLANCA SANIT	83.59	JUNE24 WATER, SEWERED, REFUSE	COCHITI DIVISION
151625	PNM	236.81	JUN24	EQUIPMENT REPAIR & TRANS
151625	PNM	1,914.33	JUN24	GENERAL OFFICE
151625	PNM	1,574.95	MAR&APR24	ALBUQUERQUE DIVISION
151625	PNM	143.49	JUN24	COCHITI DIVISION
151625	PNM	972.11	JUN24	BELEN DIVISION
151625	PNM	829.81	JUN24	ALBUQUERQUE DIVISION
151626	POWER EQUIPMENT	957.65	A/C COMPRESSOR & COMPONENTS UNIT 47312	ALBUQUERQUE DIVISION
151626	POWER EQUIPMENT	1,043.25	DIAGNOSE & REPAIR/SERVICE CALL UNIT 57313	BELEN DIVISION
151626	POWER EQUIPMENT	959.52	DIAGNOSE & REPAIR-REGEN ISSUE UNIT 57311	BELEN DIVISION
151626	POWER EQUIPMENT	129.92	FILTERS	ALBUQUERQUE DIVISION
151626	POWER EQUIPMENT	514.73	HOSES	ALBUQUERQUE DIVISION
151626	POWER EQUIPMENT	417.60	SENSORS	ALBUQUERQUE DIVISION
151626	POWER EQUIPMENT	803.58	VOLVO FILTERS	INVENTORY
151627	POWER FORD	297.56	BALL JOINTS	ALBUQUERQUE DIVISION
151628	PRUDENTIAL OVERALL S	50.00	FY24 UNIFORM RENTAL	BELEN DIVISION
151628	PRUDENTIAL OVERALL S	144.54	FY24-UNIFOM RENTAL	EQUIPMENT REPAIR & TRANS
151628	PRUDENTIAL OVERALL S	100.00	FY24-UNIFORM RENTAL	BELEN DIVISION
151628	PRUDENTIAL OVERALL S	52.13	FY24-UNIFORM RENTAL	EQUIPMENT REPAIR & TRANS
151629	PURCELL TIRE COMPANY	181.83	PURCHASE	WATER DISTRIBUTION DIV
151629	PURCELL TIRE COMPANY	207.45	TIRE PURCHASE	ALBUQUERQUE DIVISION
151629	PURCELL TIRE COMPANY	26.75	TIRE REPAIR	WATER DISTRIBUTION DIV
151629	PURCELL TIRE COMPANY	53.50	TIRE REPAIRS	ALBUQUERQUE DIVISION
151629	PURCELL TIRE COMPANY	85.60	WHEEL BALANCE	ALBUQUERQUE DIVISION
151630	RAKS BUILDING SUPPLY	68.91	CONSTRUCTION SUPPLIES	BELEN DIVISION
151630	RAKS BUILDING SUPPLY	(39.99)	CREDIT CONDUIT INV 2718140 PO 24008411	SOCORRO DIVISION
151630	RAKS BUILDING SUPPLY	10.17	DUPLICATE KEYS	EQUIPMENT REPAIR & TRANS
151630	RAKS BUILDING SUPPLY	35.21	FIELD SUPPLIES	SOCORRO DIVISION
151630	RAKS BUILDING SUPPLY	2.99	PVC	WATER OPERATIONS
151630	RAKS BUILDING SUPPLY	65.58	REPAIR-UNIT# 65103 2015 PETERBILT DUMP TRUCK	SOCORRO DIVISION
151630	RAKS BUILDING SUPPLY	14.66	SUPPLIES	WATER OPERATIONS
151630	RAKS BUILDING SUPPLY	101.97	UNIONS & PADS	EQUIPMENT REPAIR & TRANS
151631	RELEVANT INDUSTRIAL	3.25	CLAMPS	ALBUQUERQUE DIVISION
151632	ROBERTS TRUCK CENTER	657.45	AFTERTREATMENT INJECTOR	ALBUQUERQUE DIVISION
151632	ROBERTS TRUCK CENTER	802.07	CHECK & ADVISE UNIT 44421	ALBUQUERQUE DIVISION
151632	ROBERTS TRUCK CENTER	2,193.95	DIAGNOSE & REPAIR UNIT 54422	BELEN DIVISION
151632	ROBERTS TRUCK CENTER	173.96	FILTERS, THERMOSTAT & SENSOR	ALBUQUERQUE DIVISION
151632	ROBERTS TRUCK CENTER	70.74	FILTERS, THERMOSTAT & SENSOR	BELEN DIVISION
151632	ROBERTS TRUCK CENTER	47.76	MISC. PARTS	ALBUQUERQUE DIVISION
151632	ROBERTS TRUCK CENTER	532.05	MISC. PARTS	BELEN DIVISION
151632	ROBERTS TRUCK CENTER	114.03	RESERVOIR	BELEN DIVISION
151632	ROBERTS TRUCK CENTER	99.07	WHEEL SEAL/AXLE GASKET	BELEN DIVISION
151633	ROMERO, ALFRED	75.44	APR-JUNE 24- RETIREE	HUMAN RESOURCES
151634	SAFETY COUNSELING	645.75	FORKLIFT TRAINING	SAFETY DEPARTMENT
151635	SAFETY FLARE INC	185.92	RECHARGE & SIGNS	SAFETY DEPARTMENT
151636	SAN ACACIA MDWCA	21.53	WATER SAN ACACIA JUN24	SOCORRO DIVISION
151637	SANDIA OFFICE SUPPLY	565.74	CHAIR	PURCHASING

Check Number	Vendor Name	Check Amount	Description	Location
151638	SECURITY HARDWARE	434.88	REPLACE FRONT DOOR ADA BUTTON	NON DIVISION
151639	SILVA'S AUTO TIRE	175.00	TIRE REPAIR	WATER DISTRIBUTION DIV
151640	SOCORRO ELECTRIC	132.29	JUN24	SOCORRO DIVISION
151641	SONTEK/YSI	370.00	SONTEK	WATER OPERATIONS
151642	SOUTHERN TIRE MART	166.39	ALIGNMENT	ALBUQUERQUE DIVISION
151642	SOUTHERN TIRE MART	1,318.84	TIRES UNIT 44602	ALBUQUERQUE DIVISION
151643	SOUTHWEST CONSTRUCTION	4,829.91	MISC. BACKHOE PARTS UNIT 47112	ALBUQUERQUE DIVISION
151644	SOUTHWEST GENERAL TI	594.16	TIRES	BELEN DIVISION
151644	SOUTHWEST GENERAL TI	2,228.10	TIRES	WATER DISTRIBUTION DIV
151644	SOUTHWEST GENERAL TI	594.16	TIRES	SOCORRO DIVISION
151645	SOUTHWEST LANDFILL	2,825.48	JUN24 LANDFILL	ALBUQUERQUE DIVISION
151646	SPECIALTY COMMUNICATIONS	322.88	JUN24- RADIO REPEATER	NON DIVISION
151647	STAPLES ADVANTAGE	25.83	BINDERS	GENERAL OFFICE
151647	STAPLES ADVANTAGE	429.21	OFFICE SUPPLIES	GENERAL OFFICE
151648	SUN STATE MECHANICAL	2,300.00	052-2024 DAMAGE DEPOSIT REFUND	GENERAL FUND
151649	TECHNA GLASS	217.26	WINDSHIELD REPLACEMENT	ALBUQUERQUE DIVISION
151649	TECHNA GLASS	234.94	WINDSHIELD REPLACEMENT	ALBUQUERQUE DIVISION
151650	THE PRINTERS PRESS	990.00	COLLECTION LETTERS	NON DIVISION
151650	THE PRINTERS PRESS	402.00	PRINTING - EL VADO TRIP	NON DIVISION
151650	THE PRINTERS PRESS	1,500.00	WHITE ENVELOPES	NON DIVISION
151651	THOMPSON SAFETY LLC	437.00	HARD HAT ORDER	GENERAL FUND
151651	THOMPSON SAFETY LLC	152.00	SUN SCREEN	ALBUQUERQUE DIVISION
151652	TIRES TO YOU, LLC.	560.00	TIRE REPAIRS/SERVICE CALLS	ALBUQUERQUE DIVISION
151652	TIRES TO YOU, LLC.	1,115.00	TIRES UNIT 44416	ALBUQUERQUE DIVISION
151653	TLC CO INC	624.22	SERVICE CALL	GENERAL OFFICE
151654	TRACTOR & EQUIPMENT	713.32	TRACTOR BLADES	INVENTORY
151655	TRANSCRIPTION	522.50	JUN24- -REGULAR BOARD MEETING MINUTES	BOARD OF DIRECTORS
151656	UNICOR	248.32	JUN24- SHRED BINS PICKUP	ACCOUNTING
151657	UNIFIRST CORP	318.75	FY24-UNIFORM RENTAL	SOCORRO DIVISION
151658	UNUM LIFE INSURANCE	2,136.78	APR24- UNUM LIFE EMPLOYER	GENERAL FUND
151658	UNUM LIFE INSURANCE	15,301.22	APR-JUN24-UNUM LIFE EMPLOYER	GENERAL FUND
151658	UNUM LIFE INSURANCE	4,127.20	JUN24- LIFE, AD&D, STD, & LTD	GENERAL FUND
151658	UNUM LIFE INSURANCE	2,136.78	JUN24- UNUM LIFE EMPLOYER	GENERAL FUND
151658	UNUM LIFE INSURANCE	1,782.82	JUN24-CRITICAL, HOSPITAL & ACCIDENT	GENERAL FUND
151658	UNUM LIFE INSURANCE	2,136.78	MAY24- UNUM LIFE EMPLOYER	GENERAL FUND
151658	UNUM LIFE INSURANCE	1,782.82	MAY24-CRITICAL, HOSPITAL & ACCIDENT	GENERAL FUND
151659	VALLEY SANITATION	11.07	TRASH REMOVAL	BELEN DIVISION
151660	W J MILLER ENGINEERS	33,109.71	4/1/24-6/30/24 - ALGAA PROJECT	GRANTS FUND GO
151661	WAGNER EQUIPMENT CO.	104.75	CABLE	ALBUQUERQUE DIVISION
151661	WAGNER EQUIPMENT CO.	304.05	COUPLERS	BELEN DIVISION
151661	WAGNER EQUIPMENT CO.	58.70	SENSOR	ALBUQUERQUE DIVISION
151662	WIPER SUPPLY INC	116.94	ABSORBENT MEDIUM PAD	WATER DISTRIBUTION DIV
151663	ATMAX EQUIPMENT CO	5,477.72	NEW MOWER ALBUQUERQUE DIV.	CAPITAL INVESTMENT FUND ABQ
151663	ATMAX EQUIPMENT CO	2,158.57	SLOPE MOWER REQUEST	CAPITAL INVESTMENT FUND SOC
151664	ATMAX EQUIPMENT CO	265,110.90	NEW MOWER ALBUQUERQUE DIV.	CAPITAL INVESTMENT FUND ABQ
151665	ATMAX EQUIPMENT CO	268,430.05	NEW SLOPE MOWER	CAPITAL INVESTMENT FUND SOC
151666	POWER FORD	41,771.00	NEW ISO UNIT	WATER DISTRIBUTION DIV
151667	ACOSTA-CHAVEZ, MATT	44.23	EXPENSES EL VADO TOUR JUNE	ENGINEERING & MAPPING
151668	APODACA, JOHNNY	61.75	EXPENSES EL VADO TOUR JUNE	WATER DISTRIBUTION DIV
151669	CASUGA, JASON	52.85	EXPENSES EL VADO TOUR JUNE	BOARD OF DIRECTORS
151669	CASUGA, JASON	54.94	EXPENSES EL VADO TOUR JUNE	EXEC TEAM
151670	CHILD SUPPORT ENFORCEMENT	1,086.40	PAYROLL GARNISHMENT	GENERAL FUND
151671	GAMBOA, JOSHUA	55.35	EXPENSES EL VADO TOUR JUNE	ACCOUNTING
151672	GEORGINA MITCH	59.98	EXPENSES EL VADO TOUR JUNE	ENGINEERING & MAPPING
151672	GEORGINA MITCH	269.60	ADVANCE FOR ESRI CONFERENCE	ENGINEERING & MAPPING
151673	HIND, JOSH	38.83	EXPENSES EL VADO TOUR JUNE	INFORMATION SYS
151674	HOME DEPOT CREDIT	35.83	CONSTRUCTION SUPPLIES	BELEN DIVISION

Check Number	Vendor Name	Check Amount	Description	Location
151674	HOME DEPOT CREDIT	183.84	LOCKS & CONCRETE SCREWS AND DRILL BIT	LICENSING & LAND SALES
151674	HOME DEPOT CREDIT	13.44	LOCKS & CONCRETE SCREWS AND DRILL BIT	GENERAL OFFICE
151674	HOME DEPOT CREDIT	97.13	MISC. PARTS	BELEN DIVISION
151674	HOME DEPOT CREDIT	191.99	MISC. SUPPLIES	BELEN DIVISION
151674	HOME DEPOT CREDIT	262.70	PIPE WRENCHES	WATER DISTRIBUTION DIV
151674	HOME DEPOT CREDIT	119.00	RECIPROCATING SAW	ALBUQUERQUE DIVISION
151674	HOME DEPOT CREDIT	8.17	TAX	BELEN DIVISION
151675	STATE OF NEW MEXICO	258.21	PAYROLL GARNISHMENT	GENERAL FUND
151676	STRECH, DOUG	50.24	EXPENSES EL VADO TOUR JUNE	DATA INTEGRATION
151676	STRECH, DOUG	1,158.00	ADVANCE FOR ESRI CONFERENCE	DATA INTEGRATION
151677	VALENCIA COUNTY CLERK	25.00	RELEASE OF LIEN	ACCOUNTING
151678	4 RIVERS EQUIPMENT	126.42	BOWL & FILTER	ALBUQUERQUE DIVISION
151678	4 RIVERS EQUIPMENT	692.98	MISC. ROTARY CUTTER PARTS UNIT 8992.05	ALBUQUERQUE DIVISION
151678	4 RIVERS EQUIPMENT	36,693.60	REMOTE CONTROLLED ROLLER	ALBUQUERQUE DIVISION
151679	4 RIVERS EQUIPMENT	220,191.80	BACKHOE	CAPITAL INVESTMENT FUND ABQ
151680	ABCWUA	512.32	JUN24	ALBUQUERQUE DIVISION
151681	ACTION HOSE INC.	148.76	COUPLERS	ALBUQUERQUE DIVISION
151682	AMAZON CAPITAL	123.94	IT / TOOLS	INFORMATION SYS
151683	BATTERIES PLUS	32.25	BATTERY	BELEN DIVISION
151684	BOYD-SHUCK NAPA	16.14	REPAIR-UNIT# 8425.21 2012 ALAMO BATWING MOWER	SOCORRO DIVISION
151685	CENTURY EQUIPMENT	133.38	CLUTCH LININGS & LOCKNUTS	BELEN DIVISION
151685	CENTURY EQUIPMENT	9,228.77	MISC. TRACTOR/MOWER PARTS UNIT 37011	COCHITI DIVISION
151686	CITY OF BELEN	2,611.05	25 GENERAL EDWARD BACA JUN24	BELEN DIVISION
151687	CONTINENTAL BATTERY	238.00	BATTERY	ALBUQUERQUE DIVISION
151688	CRAIG INDEPENDENT	42.20	TIRE REPAIR	BELEN DIVISION
151689	DESERT GREENS EQUIP	218.48	WEATHERSTRIP	SOCORRO DIVISION
151690	FINANCE AUTHORITY	28,466.45	JUL24 EQUIPMENT	DEBT SERVICE
151690	FINANCE AUTHORITY	18,228.25	JUL24 EQUIPMENT	DEBT SERVICE
151690	FINANCE AUTHORITY	13,290.70	JUL24 EQUIPMENT	DEBT SERVICE
151691	FLEETPRIDE	138.17	TARP SWITCH	ALBUQUERQUE DIVISION
151692	FRANK'S SUPPLY CO	63.62	MASTER KEY SETS	BELEN DIVISION
151693	GENUINE NAPA	81.43	HYDRAULIC LEAK REPAIRS	BELEN DIVISION
151693	GENUINE NAPA	63.55	MISC. PARTS	BELEN DIVISION
151693	GENUINE NAPA	59.50	OIL SEAL, HYDRAULIC LEAK REPAIRS	BELEN DIVISION
151694	GEOTEL CORPORATION	273.09	JUN24- ANNUAL PRESS CLIPPING SERVICE	NON DIVISION
151695	GOVERNMENT PORTFOLIO	1,004.00	MAY24 - INVESTMENT ADVISOR FEES	ACCOUNTING
151696	GPS, LLC	135.14	REPAIR-UNIT# 35801 1994 JD MOWER TRACTOR	SOCORRO DIVISION
151697	HEIGHTS SECURITY	40.80	REY-KEY & DUPLICATE KEY	ALBUQUERQUE DIVISION
151698	HUB INTERNATIONAL	28.00	ADD 2 ATMAX MOWERS	NON DIVISION
151699	INLAND KENWORTH INC.	485.34	AIR BAGS	EQUIPMENT REPAIR & TRANS
151701	KRONOS SAASHR, INC.	1,351.50	JUN24- UKG KRONOS READY SOFTWARE	INFORMATION SYS
151702	LAW & RESOURCE	2,174.47	JUN24- ESA PETITION	NON DIVISION
151702	LAW & RESOURCE	1,873.46	JUN24- GENERAL	NON DIVISION
151703	MATHESON TRI-GAS INC	33.96	ELECTRODES, STRIKER & FLINTS	EQUIPMENT REPAIR & TRANS
151704	MCT INDUSTRIES, INC.	98.00	LID	BELEN DIVISION
151705	NAPA AUTO PARTS	215.00	HOSE, BREAKER, FILTER & HOOKS	ALBUQUERQUE DIVISION
151705	NAPA AUTO PARTS	309.79	MISC. PARTS	ALBUQUERQUE DIVISION
151705	NAPA AUTO PARTS	78.50	MISC. PARTS	EQUIPMENT REPAIR & TRANS
151705	NAPA AUTO PARTS	91.53	MISC. PARTS	LICENSING & LAND SALES
151706	NED'S PIPE & STEEL	3.98	CONSTRUCTION SUPPLIES	BELEN DIVISION
151707	NEW MEXICO GAS CO	28.47	JUN24	COCHITI DIVISION
151707	NEW MEXICO GAS CO	28.47	JUN24	COCHITI DIVISION
151707	NEW MEXICO GAS CO	28.47	JUN24	COCHITI DIVISION
151708	OCCUPATIONAL HEALTH	107.63	DOT RECERT	ALBUQUERQUE DIVISION
151708	OCCUPATIONAL HEALTH	107.63	DOT RECERT	BELEN DIVISION
151708	OCCUPATIONAL HEALTH	107.63	PRE EMPLOYEE SCREENING & DOT RECERT	ALBUQUERQUE DIVISION
151708	OCCUPATIONAL HEALTH	482.14	PRE EMPLOYEE SCREENING & DOT RECERT	BELEN DIVISION

Check Number	Vendor Name	Check Amount	Description	Location
151709	PACIFIC OFFICE AUTO	383.19	JUN24- PRINTING OVERAGES	GENERAL OFFICE
151710	POWER EQUIPMENT	71.84	PIPES	BELÉN DIVISION
151710	POWER EQUIPMENT	81.54	SENSOR	ALBUQUERQUE DIVISION
151711	POWER FORD	16.50	BOLTS	ALBUQUERQUE DIVISION
151711	POWER FORD	250.42	LATCHES & CYLINDER	ALBUQUERQUE DIVISION
151712	PURCELL TIRE COMPANY	26.75	TIRE REPAIR	WATER DISTRIBUTION DIV
151713	QUEST DIAGNOSTICS	114.60	DOT RECERT	ALBUQUERQUE DIVISION
151713	QUEST DIAGNOSTICS	152.80	DOT RECERT	BELÉN DIVISION
151713	QUEST DIAGNOSTICS	57.30	DOT RECERT	SOCORRO DIVISION
151713	QUEST DIAGNOSTICS	41.40	POST ACCIDENT	ENGINEERING & MAPPING
151714	RAKS BUILDING SUPPLY	35.53	SHOP/FIELD SUPPLIES	SOCORRO DIVISION
151714	RAKS BUILDING SUPPLY	79.96	SUPPLIES	BELÉN DIVISION
151714	RAKS BUILDING SUPPLY	146.94	SUPPLIES FOR RIVER CLEAN UP HOMELESS CAMPS	BELÉN DIVISION
151715	ROADSAFE TRAFFIC	175.00	MONITORED BY GPS DECALS	EQUIPMENT REPAIR & TRANS
151716	SAN ACACIA MDWCA	21.52	WATER SAN ACACIA JUL24	SOCORRO DIVISION
151717	SANDOVAL COUNTY LAND	341.46	JUN24 LANDFILL	ALBUQUERQUE DIVISION
151718	SOCORRO ELECTRIC	683.03	JUN24	SOCORRO DIVISION
151719	SOUTHWEST CONSTRUCTION	2,749.51	FAN MOTOR, SPROCKET & TRACKS UNIT 47203	ALBUQUERQUE DIVISION
151720	STAPLES ADVANTAGE	150.76	OFFICE SUPPLIES	GENERAL OFFICE
151721	SWCA	45,524.61	THROUGH JUN24- OUTFALL MONITORING	GRANTS FUND GO
151722	TYLER TECHNOLOGIES	8,329.23	FY25- PACE TRAINING & REGISTRATION	ACCOUNTING
151722	TYLER TECHNOLOGIES	69,943.61	FY25- TYLER MUNIS LICENSE	INFORMATION SYS
151723	UNIVERSITY MRO LLC	120.00	SPECIMEN PROCESSING	ALBUQUERQUE DIVISION
151723	UNIVERSITY MRO LLC	40.00	SPECIMEN PROCESSING	BELÉN DIVISION
151723	UNIVERSITY MRO LLC	40.00	SPECIMEN PROCESSING	SOCORRO DIVISION
151724	USA EXPRESS	580.00	TINT	ALBUQUERQUE DIVISION
151724	USA EXPRESS	580.00	TINT	BELÉN DIVISION
151725	VERIZON CONNECT	3,476.16	JUL24 - GPS MONTHLY SERVICE	EQUIPMENT REPAIR & TRANS
151726	WEX BANK	85,378.27	MAY24: UNL \$25,654 DSL \$59,629 FEES \$95	MULTIPLE DEPTS/DIVISIONS
151727	WIGGINS, WILLIAMS	13,571.51	JUN24 - COUNSEL	NON DIVISION
151728	WILSON & COMPANY	16,281.51	TO#12 SOCORRO MAIN CANAL N. SECT	GRANTS FUND SOC
151729	WILSON & COMPANY	30,911.45	CORRALES SIPHON DESIGN	GRANTS FUND ABQ
151730	WILSON & COMPANY	38,532.55	BELÉN WATERSHED DOCUMENTS	GRANTS FUND GO
151731	ALBUQUERQUE PUB	416.00	FY25 - ABQ JOURNAL SUBSCRIPTION	NON DIVISION
151732	ALFRED APPRAISAL	4,854.38	APPRAISAL	LICENSING & LAND SALES
151733	AVALOS, JULIAN	71.66	EXPENSES EL VADO TOUR JUNE	SOCORRO DIVISION
151734	BAUGH, COLIN T.	29.87	EXPENSES EL VADO TOUR JUNE	BOARD OF DIRECTORS
151735	CHARLIES PAINT & BOD	5,382.89	ACCIDENT REPAIRS-UNIT#80032	WATER DISTRIBUTION DIV
151736	DITCH & WATER SAFETY	15,000.00	FY25 DITCH THE DITCHES PARTICIPATION	NON DIVISION
151737	FANELLI, PAMELA	19.24	EXPENSES EL VADO TOUR JUNE	ACCOUNTING
151737	FANELLI, PAMELA	43.66	EXPENSES EL VADO TOUR JUNE	EXEC TEAM
151737	FANELLI, PAMELA	40.68	EXPENSES EL VADO TOUR JUNE	WATER OPERATIONS
151737	FANELLI, PAMELA	29.33	EXPENSES EL VADO TOUR JUNE	SOCORRO DIVISION
151738	GAMBOA, MARTHA	46.03	EXPENSES EL VADO TOUR JUNE	ACCOUNTING
151739	HM LIFE INSURANCE	1,426.16	MAY24 - DAVIS VISION	GENERAL FUND
151740	JIMENEZ, ANGELINA	17.78	EXPENSES EL VADO TOUR JUNE	ENGINEERING & MAPPING
151741	JOHN THOMPSON CONSULTING	11,756.25	CY24 -LOBBYIST SERVICES Q3	NON DIVISION
151742	MARKEN, ANNE	47.78	EXPENSES EL VADO TOUR JUNE	WATER OPERATIONS
151743	MOLINA, AMANDA	20.59	EXPENSES EL VADO TOUR JUNE	ADMINISTRATION
151744	POWER FORD	15.30	GASKETS	ALBUQUERQUE DIVISION
151744	POWER FORD	36.50	MULTI FUNCTION SWITCH	WATER DISTRIBUTION DIV
151745	RELEVANT INDUSTRIAL	57.44	SIDE HANDLE/HOSE	BELÉN DIVISION
151746	RG ENGINEERING	1,049.78	TORT CLAIM SERVICE	NON DIVISION
151747	RUSO BACA, STEPHANI	71.07	ACTUAL EXPENSES EL VADO TOUR JUNE 25-26, 2024	BOARD OF DIRECTORS
151748	VALENCIA COUNTY CLERK	50.00	RELEASE OF LIENS	ACCOUNTING
151749	VARELA, RICARDO	45.58	EXPENSES EL VADO TOUR JUNE	PURCHASING
151750	VEIHL, ASHLEY	86.78	EXPENSES EL VADO TOUR JUNE	CONSERVATION/PLANNING

Check Number	Vendor Name	Check Amount	Description	Location
151751	4 RIVERS EQUIPMENT	7.68	WASHERS	ALBUQUERQUE DIVISION
151752	4 RIVERS EQUIPMENT	785.51	GEAR CASE	ALBUQUERQUE DIVISION
151752	4 RIVERS EQUIPMENT	463.51	MISC. PARTS	ALBUQUERQUE DIVISION
151753	A & A LOCK & KEY	540.00	REKEY & PROGRAM	WATER OPERATIONS
151754	ACTION HOSE INC.	90.70	HOSE	ALBUQUERQUE DIVISION
151754	ACTION HOSE INC.	85.56	HOSE	COCHITI DIVISION
151755	ALBUQUERQUE BOLT	156.90	BOLTS, NUTS & FLAT WASHERS	ALBUQUERQUE DIVISION
151756	ALBUQUERQUE PUB	90.94	JUL24 ABQ JOURNAL BOARD MEETING NOTICE	BOARD OF DIRECTORS
151756	ALBUQUERQUE PUB	86.48	JUL24 EL DEFENSOR BOARD MEETING NOTICE	BOARD OF DIRECTORS
151756	ALBUQUERQUE PUB	59.77	JUL24 SPECIAL BOARD MEETING NOTICE	BOARD OF DIRECTORS
151756	ALBUQUERQUE PUB	87.93	JUL24 VAL CO NEWS BULLETIN BOARD MEETING NOTICE	BOARD OF DIRECTORS
151757	AMAZON CAPITAL	849.45	IT ORDER	INFORMATION SYS
151758	ANM, INC.	5,667.79	ANM - CISCO SMARTNET RENEWAL	INFORMATION SYS
151759	BAR J PLUMBING LLC	1,281.34	BUSTED PIPE IN MECHANIC SHOP	SOCORRO DIVISION
151760	BEMP	7,500.00	FY24- MOA- QUARTER 3 & QUARTER 4	NON DIVISION
151761	BJW VENTURES, LLC	30.00	HANDLE	ALBUQUERQUE DIVISION
151761	BJW VENTURES, LLC	245.00	SEAT COVERS	SOCORRO DIVISION
151762	BOBCAT OF ALBUQUERQUE	128.68	BLOWER WHEEL	ALBUQUERQUE DIVISION
151763	BOYD-SHUCK NAPA	26.11	REPAIR-UNIT# 67018 2018 JD TRACTOR MOWER	SOCORRO DIVISION
151763	BOYD-SHUCK NAPA	434.19	REPAIR-UNIT# 67405 2001 JD 550 DOZER	SOCORRO DIVISION
151763	BOYD-SHUCK NAPA	19.39	REPAIR-UNIT# 8421.21 2012 ALAMO BATWING MOWER	SOCORRO DIVISION
151763	BOYD-SHUCK NAPA	9.16	WELDING SUPPLIES TO REPAIR TORCH	SOCORRO DIVISION
151764	CENTURY EQUIPMENT	934.63	MOWER BOLTS	GENERAL FUND
151764	CENTURY EQUIPMENT	254.08	SEAL KITS	ALBUQUERQUE DIVISION
151765	CINTAS FIRST AID	16.37	FY 25 - FIRST AID SUPPLIES	COCHITI DIVISION
151765	CINTAS FIRST AID	55.00	JUL24- WATER COOLER RENTAL	BELEN DIVISION
151765	CINTAS FIRST AID	45.00	JUL24- WATER COOLER RENTAL	COCHITI DIVISION
151765	CINTAS FIRST AID	62.23	REFILLED FIRST AID CABINET-BELEN	BELEN DIVISION
151766	CITY OF ALBUQUERQUE	6,680.00	FY24 INTERAGENCY FEE	NON DIVISION
151767	CONTINENTAL BATTERY	332.92	BATTERIES	BELEN DIVISION
151767	CONTINENTAL BATTERY	71.10	BATTERIES	SOCORRO DIVISION
151768	CRAIG INDEPENDENT	64.42	TIRE REPAIR/REPLACEMENT	WATER DISTRIBUTION DIV
151768	CRAIG INDEPENDENT	201.16	TIRE REPAIR	WATER DISTRIBUTION DIV
151769	CRITTERS OIL CHANGE	150.00	OIL CHANGE	BELEN DIVISION
151769	CRITTERS OIL CHANGE	375.00	OIL CHANGE	WATER DISTRIBUTION DIV
151770	DESERT GREENS EQUIP	2,643.85	MISC. TRACTOR/MOWER PARTS UNIT 47019	ALBUQUERQUE DIVISION
151770	DESERT GREENS EQUIP	2,927.19	PUMP, O-RING, & GEAR UNIT 47018	ALBUQUERQUE DIVISION
151771	DMC LOGISTICS	286.49	JUL24 BOARD DELIVERY PACKETS	BOARD OF DIRECTORS
151772	FLEETPRIDE	37.25	CIRCUIT BREAKER	BELEN DIVISION
151772	FLEETPRIDE	195.00	RATCHET BINDERS	ALBUQUERQUE DIVISION
151773	FRANK'S SUPPLY CO	4,372.83	POST DRIVER	LICENSING & LAND SALES
151774	GENSLER, DAVID	268.48	JUN24- RETIREE	HUMAN RESOURCES
151775	GENUINE NAPA	291.99	FITTINGS	BELEN DIVISION
151775	GENUINE NAPA	111.56	WHEEL CHOCK	BELEN DIVISION
151776	GILBERT GARCIA & SON	151.05	KEYS	BELEN DIVISION
151777	GPS, LLC	24.23	REPAIR-UNIT# 64300 2022 SERVICE TRLR	SOCORRO DIVISION
151777	GPS, LLC	24.23	REPAIR-UNIT# 80024 2022 FORD F150 TRUCK	SOCORRO DIVISION
151777	GPS, LLC	110.92	SCHEDULED MAINTENANCE- 2022 FORD F150	SOCORRO DIVISION
151778	HDR ENGINEERING	1,670.56	JUNE 2, 2024 - JUNE 29, 2024 - DESIGN PROJECT	GRANTS FUND GO
151779	HEIGHTS SECURITY	35.00	KEYS MADE FOR LOCK	ALBUQUERQUE DIVISION
151780	HIGH DESERT INDUSTRIAL	122.81	REFILLED OXYGEN AND ACETYLENE BOTTLES	BELEN DIVISION
151781	HUB INTERNATIONAL	52.00	ADD - JOHN DEERE BACKHOE & FRONT END LOADER	NON DIVISION
151781	HUB INTERNATIONAL	23.00	ADD JOHN DEERE FRONT END LOADER	NON DIVISION
151781	HUB INTERNATIONAL	52,867.32	FY25- POLLUTION RENEWAL	NON DIVISION
151782	IMSCO DIVISION	816.70	2020 LOCKS AND 2007	GENERAL FUND
151782	IMSCO DIVISION	611.54	2020 LOCKS AND 2007	WATER DISTRIBUTION DIV
151782	IMSCO DIVISION	900.18	SPEED CONTROL BOARDS	WATER OPERATIONS

Check Number	Vendor Name	Check Amount	Description	Location
151783	INLAND KENWORTH INC.	350.96	TIE ROD ASSEMBLY BLOWER SWITCH	ALBUQUERQUE DIVISION
151784	MAINTENANCE SERVICE	215.25	CARPET CLEANING	NON DIVISION
151784	MAINTENANCE SERVICE	414.10	JUL24- JANITOR SERVICES	ALBUQUERQUE DIVISION
151784	MAINTENANCE SERVICE	2,036.03	JUL24- JANITOR SERVICES	GENERAL OFFICE
151785	MARQUEZ, DENNIS M	1,394.21	JUL24- RETIREE	HUMAN RESOURCES
151786	MCT INDUSTRIES, INC.	169.51	STRIKER & LATCH, TARP & KIT	ALBUQUERQUE DIVISION
151786	MCT INDUSTRIES, INC.	116.48	TARP & KIT	BELEN DIVISION
151787	MELLOY FORD LOS LUNAS	85.40	MIRROR	BELEN DIVISION
151788	NAPA AUTO PARTS	384.88	ACTUATOR, THERMOSTAT, GASKET & FAN CLUTCH	ALBUQUERQUE DIVISION
151789	NED'S PIPE & STEEL	120.00	SUPPLIES	BELEN DIVISION
151790	O'REILLY AUTO PARTS	89.98	CAB FILTERS	WATER DISTRIBUTION DIV
151790	O'REILLY AUTO PARTS	23.62	REPAIR-UNIT# 634367 2007 DODGE 1500	SOCORRO DIVISION
151790	O'REILLY AUTO PARTS	111.47	THERMOSTAT & WATER PUMP	ALBUQUERQUE DIVISION
151791	PNM	10,608.44	JUN24	ALBUQUERQUE DIVISION
151792	PRECISION GARAGE	8,822.48	SOCORRO BAY DOOR REPLACEMENT	SOCORRO DIVISION
151793	PURCELL TIRE COMPANY	26.75	FLAT REPAIR	WATER DISTRIBUTION DIV
151793	PURCELL TIRE COMPANY	26.75	TIRE REPAIR	WATER OPERATIONS
151794	RAJPAL, SURJIT S.	285.00	CAC MEETING PARTICIPATION STIPENDS	GRANTS FUND GO
151795	RAKS BUILDING SUPPLY	60.23	BAR OIL & DUPLICATE KEYS	ALBUQUERQUE DIVISION
151795	RAKS BUILDING SUPPLY	175.20	MISC. PARTS	BELEN DIVISION
151795	RAKS BUILDING SUPPLY	14.79	PULLEY	EQUIPMENT REPAIR & TRANS
151796	RANCHERO BUILDERS	111.80	SUPPLIES	BELEN DIVISION
151797	RANDY'S ACE HARDWARE	26.58	SHOP SUPPLIES	SOCORRO DIVISION
151798	REAL TIME SOLUTIONS	1,281.56	FY24- ANNUAL COST FOR ONLINE PAYMENTS	NON DIVISION
151799	RED SHOVEL LLC	843.63	JUL24 MONTHLY MAINTENANCE	GENERAL OFFICE
151800	SAFETY-KLEEN CORP.	395.20	SERVICE PARTS CLEANER	SOCORRO DIVISION
151801	SICHLER, CHRIS	95.00	CAC MEETING PARTICIPATION STIPENDS	GRANTS FUND GO
151802	SILVA'S AUTO TIRE	20.00	TIRE REPAIR	BELEN DIVISION
151803	SONTEK/YSI	1,820.00	PROBE	CONSERVATION/PLANNING
151804	SOUTHWEST GENERAL TI	594.16	TIRES	SOCORRO DIVISION
151805	TAS SECURITY SYSTEMS	37.61	JUL24- MONITORING SERVICES	BELEN DIVISION
151805	TAS SECURITY SYSTEMS	123.85	JUL24-MONITORING SERVICES	GENERAL OFFICE
151806	TECHNOLOGY INTEGRATION	3,632.65	FY25- CISCO SMARTNET RENEWAL	INFORMATION SYS
151807	TLC CO INC	710.32	MINI SPLIT SERVICE CALL	NON DIVISION
151808	TYLER TECHNOLOGIES	753.38	APR24- MUNIS WORK ORDER	INFORMATION SYS
151809	UNIVERSITY MRO LLC	80.00	SPECIMEN PROCESSING	ALBUQUERQUE DIVISION
151809	UNIVERSITY MRO LLC	40.00	SPECIMEN PROCESSING	COCHITI DIVISION
151809	UNIVERSITY MRO LLC	40.00	SPECIMEN PROCESSING	LICENSING & LAND SALES
151809	UNIVERSITY MRO LLC	200.00	SPECIMEN PROCESSING	WATER DISTRIBUTION DIV
151810	USA EXPRESS	580.00	TINT	BELEN DIVISION
151810	USA EXPRESS	580.00	WINDOW TINT	ALBUQUERQUE DIVISION
151811	WAGNER EQUIPMENT CO.	1,484.14	CABLE & TUBES	BELEN DIVISION
151811	WAGNER EQUIPMENT CO.	1,002.49	GLASS/WINDSHIELD UNIT 47112	ALBUQUERQUE DIVISION
151812	WASTE MANAGEMENT	278.18	JUL24- WASTE MANAGEMENT	COCHITI DIVISION
151813	4 RIVERS EQUIPMENT	(75.00)	CREDIT CORE CHARGE INV1650863 PO 20250232	ALBUQUERQUE DIVISION
151813	4 RIVERS EQUIPMENT	338.20	MISC. PARTS	EQUIPMENT REPAIR & TRANS
151814	A-1 QUALITY REDI-MIX	630.00	FY25 BUDGET CONCRETE/ SHOTCRETE	SOCORRO DIVISION
151815	ACTION HOSE INC.	90.10	MISC. PARTS	BELEN DIVISION
151816	ALARM COMMUNICATIONS	96.81	ALARM SYSTEM 7/1/24-9/30/24	EQUIPMENT REPAIR & TRANS
151817	ALLSTATE HYDRAULICS	683.20	R&R PORTA POWER	BELEN DIVISION
151818	AMAZON CAPITAL	189.98	1" ELECTRICAL CONDUIT KIT	WATER OPERATIONS
151818	AMAZON CAPITAL	34.97	CELLPHONE CASE	WATER DISTRIBUTION DIV
151818	AMAZON CAPITAL	3,607.66	HP BUSINESS DESKTOP	INFORMATION SYS
151818	AMAZON CAPITAL	32.45	IT / SUPPLIES	LICENSING & LAND SALES
151818	AMAZON CAPITAL	11.38	IT / SUPPLIES	PURCHASING
151818	AMAZON CAPITAL	79.98	PARACORD ROPE	WATER OPERATIONS
151818	AMAZON CAPITAL	102.81	PHONE CASE	INFORMATION SYS

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151819	ANM, INC.	18,665.75	ANM - EMAIL PROTECTION RENEWAL	INFORMATION SYS
151820	AT&T	6,755.27	JUL24 MONTHLY WIRELESS CHARGES	ALL DEPTS/DIVISIONS
151821	BENAVIDEZ, CAROL	319.79	JUL24- RETIREE	HUMAN RESOURCES
151822	BJW VENTURES, LLC	570.00	NERF BARS & SEAT COVERS	ALBUQUERQUE DIVISION
151823	BOBCAT OF ALBUQUERQUE	457.79	DOOR GLASS & SEAL	BELEN DIVISION
151824	BOOT BARN	1,154.98	FY25- BOOT VOUCHER	BELEN DIVISION
151825	BRUCKNER TRUCK SALES	852.51	STRAPS, INSULATOR & NUTS	ALBUQUERQUE DIVISION
151826	BUSTED STEM	236.79	MOUNT/DISMOUNT/SERVICE CALL	ALBUQUERQUE DIVISION
151827	CASTLE BRANCH, INC.	324.45	PRE EMPLOYMENT SCREENS	HUMAN RESOURCES
151828	CENTURY LINK	164.63	JUL24	SOCORRO DIVISION
151829	CHACON, MARK	19.94	JUL24- RETIREE	HUMAN RESOURCES
151830	CHASE MECHANICAL LLC	2,366.13	BELEN A/C REPAIRS	BELEN DIVISION
151831	CHOICE STEEL COMPANY	230.40	SOCORRO ANGLE IRON FOR GATES	INVENTORY
151832	CONSTRUCTION RENTAL	2,226.60	CHAINSAW	INVENTORY
151833	CRAIG INDEPENDENT	61.94	TIRE REPAIR	BELEN DIVISION
151834	DESERT GREENS EQUIPMENT	(334.12)	CREDIT MISC. PARTS INV02-86494 PO 20250075	ALBUQUERQUE DIVISION
151834	DESERT GREENS EQUIPMENT	90.65	FILTER & SWITCH	SOCORRO DIVISION
151834	DESERT GREENS EQUIPMENT	1,755.52	WHEEL CENTER & HARDWARE UNIT 47026	ALBUQUERQUE DIVISION
151835	FLEETPRIDE	42.70	TARP BEARING	ALBUQUERQUE DIVISION
151836	GOMEZ, RAY	1,524.48	JUL24- RETIREE	HUMAN RESOURCES
151837	GRAINGER	172.28	TUBING AND WIRE LUBRICANT	WATER OPERATIONS
151838	GREENWOOD, JEFFREY C	170.92	JUL24- RETIREE	HUMAN RESOURCES
151839	HM LIFE INSURANCE	1,467.82	JUL24- DAVIS VISION	GENERAL FUND
151840	HUNTER BOWER LUMBER	3,558.40	LUMBER ORDER	INVENTORY
151841	JARAMILLO, DANNY A.	1,419.74	AUG24- RETIREE	HUMAN RESOURCES
151841	JARAMILLO, DANNY A.	1,219.74	JUL24- RETIREE	HUMAN RESOURCES
151842	JIFFY LUBE	70.26	OIL CHANGE FOR UNIT #80000	WATER DISTRIBUTION DIV
151843	JIVE COMMUNICATIONS,	2,541.20	JUL24	NON DIVISION
151844	LEVEL 3 FINANCING IN	242.84	INTERNET: JUL24	BELEN DIVISION
151844	LEVEL 3 FINANCING IN	1,547.96	INTERNET: JUL24	INFORMATION SYS
151844	LEVEL 3 FINANCING IN	242.84	INTERNET: JUL24	SOCORRO DIVISION
151844	LEVEL 3 FINANCING IN	2,829.54	INTERNET: JUL24 & AUG24	COCHITI DIVISION
151845	MARQUEZ, BELLINA C	518.05	JUL24- RETIREE	HUMAN RESOURCES
151846	MORA, RUBEN	400.72	JUL24- RETIREE	HUMAN RESOURCES
151847	NEW MEXICO MUTUAL	33,119.67	DOWN , INSTALLMENT & DEDUCTIBLE	NON DIVISION
151848	OCCUPATIONAL HEALTH	241.07	DOT RECERT & PRE EMPLOYMENT SCREENING	ALBUQUERQUE DIVISION
151848	OCCUPATIONAL HEALTH	107.63	DOT RECERT & PRE EMPLOYMENT SCREENING	COCHITI DIVISION
151848	OCCUPATIONAL HEALTH	482.14	PRE EMPLOYMENT SCREENS	ALBUQUERQUE DIVISION
151849	OLGUIN TAMMY	191.77	JUL24- RETIREE	HUMAN RESOURCES
151850	PNM	64.31	JUL24	COCHITI DIVISION
151850	PNM	13.92	JUL24	ALBUQUERQUE DIVISION
151850	PNM	2.99	JUL24	COCHITI DIVISION
151850	PNM	131.91	JUL24	COCHITI DIVISION
151850	PNM	31.55	JUL24	BELEN DIVISION
151850	PNM	21.17	JUL24	BELEN DIVISION
151851	PURCELL TIRE COMPANY	42.80	TIRE REPAIR	ALBUQUERQUE DIVISION
151852	RAIN FOR RENT	238,034.52	CORRALES PUMP RENTALS MAR24 - JUN24	CAPITAL INVESTMENT FUND ABQ
151853	REAL TIME SOLUTIONS	300.00	FY25- ANNUAL HOSTING	INFORMATION SYS
151854	RELEVANT INDUSTRIAL	168.20	HOSES	ALBUQUERQUE DIVISION
151855	SAVE OUR BOSQUE TASK	15,000.00	FY25- FIRST INSTALLMENT FOR MOA	NON DIVISION
151856	SOCORRO ELECTRIC	135.78	JUL24	SOCORRO DIVISION
151857	SOUTHWEST GENERAL TIRE	303.04	TIRES	BELEN DIVISION
151857	SOUTHWEST GENERAL TIRE	1,026.30	TIRES	WATER DISTRIBUTION DIV
151858	STAPLES ADVANTAGE	36.34	SUPPLIES ORDER	ACCOUNTING
151858	STAPLES ADVANTAGE	7.55	SUPPLIES ORDER	HUMAN RESOURCES
151858	STAPLES ADVANTAGE	36.72	SUPPLIES ORDER	INFORMATION SYS
151858	STAPLES ADVANTAGE	22.95	SUPPLIES ORDER	GENERAL OFFICE

Check Number	Vendor Name	Check Amount	Description	Location
151859	TECHNA GLASS	269.06	WINDSHIELD INSTALLATION	ALBUQUERQUE DIVISION
151860	TIRES TO YOU, LLC.	595.00	TIRE REPAIRS/SERVICE CALLS	ALBUQUERQUE DIVISION
151860	TIRES TO YOU, LLC.	700.00	TIRES	BELEN DIVISION
151861	UNIFORMS & MORE	204.00	WELDING SHIRTS	ALBUQUERQUE DIVISION
151862	V-VARGAS, ERMELIND	311.96	JUL24- RETIREE	HUMAN RESOURCES
151863	WINDSOR DOOR SALES	2,577.31	REPLACE GARAGE DOOR	NON DIVISION
151864	BERNALILLO COUNTY CL	25.00	RELEASE OF LIEN	ACCOUNTING
151865	CHILD SUPPORT ENFORCEMENT	1,086.40	PAYROLL GARNISHMENT	GENERAL FUND
151866	SOCORRO COUNTY CLERK	25.00	RELEASE OF LIEN	ACCOUNTING
151867	STATE OF NEW MEXICO	258.21	PAYROLL GARNISHMENT	GENERAL FUND
151868	VALENCIA COUNTY CLERK	25.00	RELEASE OF LIEN	ACCOUNTING
151869	4 RIVERS EQUIPMENT	274.55	MISC. DOZER PARTS	ALBUQUERQUE DIVISION
151869	4 RIVERS EQUIPMENT	448.25	VAPOR CONDENSER	ALBUQUERQUE DIVISION
151870	ACTION HOSE INC.	65.92	HOSE	COCHITI DIVISION
151870	ACTION HOSE INC.	53.78	HOSE	EQUIPMENT REPAIR & TRANS
151871	AGN GLASS LLC	744.48	GLASS REPLACEMENT	WATER DISTRIBUTION DIV
151871	AGN GLASS LLC	220.00	TINT REMOVAL	BELEN DIVISION
151872	ALBUQUERQUE BOLT	20.00	LOCK NUTS & THREAD LOCKER	ALBUQUERQUE DIVISION
151872	ALBUQUERQUE BOLT	24.00	WASHERS	ALBUQUERQUE DIVISION
151873	ALBUQUERQUE FREIGHT	434.68	A/C COMPRESSOR, DRIER, VALVE & OIL	BELEN DIVISION
151873	ALBUQUERQUE FREIGHT	20.06	CAB AIR BAG	ALBUQUERQUE DIVISION
151873	ALBUQUERQUE FREIGHT	(70.32)	CREDIT U-JOINT INV X800255729:0 PO 20243663	ALBUQUERQUE DIVISION
151874	ALBUQUERQUE SUPPLY	1,490.34	NP1 BUG SPRAY	INVENTORY
151875	ALLSTATE HYDRAULICS	2,270.00	WATER PUMP & FLANGE ADAPTER UNIT 44601	ALBUQUERQUE DIVISION
151876	ANM, INC.	3,928.74	ANM - CISCO DUO RENEWAL	INFORMATION SYS
151877	BOOT BARN	1,313.48	FY25- BOOT VOUCHERS	BELEN DIVISION
151877	BOOT BARN	300.00	FY25- BOOT VOUCHERS	LICENSING & LAND SALES
151878	BOYD-SHUCK NAPA	45.28	SUPPLIES TO STOCK MECHANIC UNIT# 68614	SOCORRO DIVISION
151879	BRUCKNER TRUCK SALES	193.59	SENSOR	ALBUQUERQUE DIVISION
151880	CHOICE STEEL COMPANY	239.60	STEEL PLATE	COCHITI DIVISION
151880	CHOICE STEEL COMPANY	479.11	SUPPLIES	ALBUQUERQUE DIVISION
151881	CINTAS FIRST AID	45.00	JUL24- WATER COOLER RENTAL	EQUIPMENT REPAIR & TRANS
151881	CINTAS FIRST AID	45.00	JUL24- WATER COOLER RENTAL	SOCORRO DIVISION
151881	CINTAS FIRST AID	73.46	REFILL ON FIRST AIDE CABINET	SOCORRO DIVISION
151882	CITY OF ALBUQUERQUE	8,307.00	PERMIT #P04-0002-R1- FY25	ENGINEERING & MAPPING
151883	CITY OF ALBUQUERQUE	200,045.40	JUL24- HEALTH INSURANCE	GENERAL FUND
151884	CITY OF BELEN	1,833.13	25 GENERAL EDWARD BACA JUL24	BELEN DIVISION
151885	CLARK TRUCK	3,736.40	VEHICLE OUTFITTING	CAPITAL INVESTMENT FUND CONS
151885	CLARK TRUCK	3,736.40	VEHICLE OUTFITTING	CAPITAL INVESTMENT FUND ENG
151886	CONSTRUCTION RENTAL	226.87	KNIFES/BLADES & BOLTS	ALBUQUERQUE DIVISION
151887	CONTINENTAL BATTERY	300.90	BATTERIES	ALBUQUERQUE DIVISION
151887	CONTINENTAL BATTERY	(15.00)	CREDIT CORE CHARGE- PO 20250188	SOCORRO DIVISION
151888	CRAIG INDEPENDENT	160.83	TIRE REPAIR	BELEN DIVISION
151888	CRAIG INDEPENDENT	283.23	TIRE REPLACEMENT	WATER DISTRIBUTION DIV
151889	CRITTERS OIL CHANGE	75.00	OIL CHANGE	BELEN DIVISION
151889	CRITTERS OIL CHANGE	150.00	OIL CHANGE	WATER DISTRIBUTION DIV
151890	ENCHANTMENT SAFETY	269.64	NON POKE GLOVES	GENERAL FUND
151891	GPS, LLC	96.92	REPAIR-UNIT# 63442 2012 CHEVY 1500 TRUCK	SOCORRO DIVISION
151891	GPS, LLC	48.46	TIRE REPAIR-UNIT# 43619, 64300	SOCORRO DIVISION
151892	INLAND KENWORTH INC.	505.12	SHIMS & KIT	EQUIPMENT REPAIR & TRANS
151893	JIFFY LUBE	36.25	CHIP REPAIR	BELEN DIVISION
151893	JIFFY LUBE	111.98	OIL CHANGE FOR UNIT #33437	COCHITI DIVISION
151893	JIFFY LUBE	66.21	OIL CHANGE FOR UNIT #80022	WATER DISTRIBUTION DIV
151894	JPR DECORATIVE	4,452.00	ROCK 12" - 18"	ALBUQUERQUE DIVISION
151895	MCT INDUSTRIES, INC.	330.18	AIR CYLINDER, VALVE & FITTINGS	ALBUQUERQUE DIVISION
151895	MCT INDUSTRIES, INC.	160.52	TARP PULL ROD (HEM TUBE-NYLON ROD-SLOT)	ALBUQUERQUE DIVISION
151896	MELLOY FORD LOS LUNAS	249.34	HOUSING	BELEN DIVISION

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151896	MELLOY FORD LOS LUNAS	100.79	MISC. PARTS, SEAL	WATER DISTRIBUTION DIV
151897	MESA OIL, INC	125.00	WASTE MANAGEMENT-USED OIL/FILTERS	BELEN DIVISION
151898	NAPA AUTO PARTS	455.51	A/C COMPRESSOR KIT & MISC. PARTS	ALBUQUERQUE DIVISION
151898	NAPA AUTO PARTS	119.25	GRINDER, NUTS, MISC. PARTS	EQUIPMENT REPAIR & TRANS
151898	NAPA AUTO PARTS	32.67	MISC. PARTS	EXEC TEAM
151898	NAPA AUTO PARTS	9.86	MISC. PARTS	WATER DISTRIBUTION DIV
151898	NAPA AUTO PARTS	31.68	RESISTOR	COCHITI DIVISION
151899	NEW MEXICO GAS CO	35.70	JUL24	BELEN DIVISION
151900	NEW MEXICO GAS CO	31.89	JUL24	GENERAL OFFICE
151900	NEW MEXICO GAS CO	29.32	JUL24	ALBUQUERQUE DIVISION
151900	NEW MEXICO GAS CO	37.17	JUL24	EQUIPMENT REPAIR & TRANS
151901	NEW MEXICO TRACTOR S	948.36	MISC. PARTS	BELEN DIVISION
151901	NEW MEXICO TRACTOR S	1,354.39	PARTS	BELEN DIVISION
151902	O'REILLY AUTO PARTS	69.12	CAB FILTER, BULB, ANTENNA	WATER DISTRIBUTION DIV
151902	O'REILLY AUTO PARTS	37.45	GRINDING WHEELS	EQUIPMENT REPAIR & TRANS
151902	O'REILLY AUTO PARTS	123.07	REPAIR-UNIT# 63437 2007 DODGE 1500 TRUCK	SOCORRO DIVISION
151903	PENA BLANCA SANIT	89.59	WATER, SEWER, REFUSE	COCHITI DIVISION
151904	PNM	73.66	JUL24	ALBUQUERQUE DIVISION
151904	PNM	234.47	JUL24	EQUIPMENT REPAIR & TRANS
151904	PNM	2,280.31	JUL24	NON DIVISION
151905	POWER EQUIPMENT	153.42	MIRROR	BELEN DIVISION
151905	POWER EQUIPMENT	8,907.34	MISC. VOLVO SKID STEER PARTS UNIT 57206	BELEN DIVISION
151906	PRINT EXPRESS	46.00	BUSINESS CARDS	CONSERVATION/PLANNING
151907	PRUDENTIAL OVERALL S	200.00	FY25- UNIFORM RENTAL	BELEN DIVISION
151907	PRUDENTIAL OVERALL S	268.94	FY25- UNIFORM RENTAL	EQUIPMENT REPAIR & TRANS
151908	RAKS BUILDING SUPPLY	74.16	FIELD SUPPLIES NEEDED FOR TURNOUT ASSEMBLY	SOCORRO DIVISION
151908	RAKS BUILDING SUPPLY	50.02	LFCC RM60, RV60 W	WATER OPERATIONS
151909	RELEVANT INDUSTRIAL	96.25	HOSE	ALBUQUERQUE DIVISION
151909	RELEVANT INDUSTRIAL	186.06	SUPPLIES	BELEN DIVISION
151910	SONTEK/YSI	70.00	SONTEK CABLE	WATER OPERATIONS
151911	SOUTHERN TIRE MART	504.95	ALIGNMENT	ALBUQUERQUE DIVISION
151912	SOUTHWEST CONSTRUCTION	12,652.64	MISC. CASE DOZER PARTS UNIT 57408	BELEN DIVISION
151913	STAPLES ADVANTAGE	84.72	PLASTIC CLIPBOARDS	ALBUQUERQUE DIVISION
151914	TECHNA GLASS	231.93	WINDSHIELD REPLACEMENT	ALBUQUERQUE DIVISION
151915	THOMPSON SAFETY LLC	440.00	HYDRATION PACKS	GENERAL FUND
151916	TIRES TO YOU, LLC.	325.00	TIRE PURCHASE	SOCORRO DIVISION
151916	TIRES TO YOU, LLC.	336.85	TIRE REPAIR/SERVICE CALL	ALBUQUERQUE DIVISION
151916	TIRES TO YOU, LLC.	55.00	TIRE REPAIR/SERVICE CALL	EQUIPMENT REPAIR & TRANS
151917	U.S. DISTRIBUTING	918.35	MOTOR CRAFT FILTERS	INVENTORY
151918	USA EXPRESS	540.00	TINT	BELEN DIVISION
151919	WAGNER EQUIPMENT CO.	701.13	A/C COMPRESSOR & O-RINGS	SOCORRO DIVISION
900005	WELLS FARGO BANK	2,169.72	DROPBOX 4 NEW LICENSES	GENERAL FUND
900006	WELLS FARGO BANK	195.27	SMALL ENGINE	BELEN DIVISION
		199.99	COSTCO ORDER	INFORMATION SYS
		155.75	COSTCO ORDER	GENERAL OFFICE
		274.69	FALL PROTECTION	ALBUQUERQUE DIVISION
		261.28	FUEL FOR RENTAL VANS EL VADO TOUR	NON DIVISION
		1,433.88	HERTZ RENTAL VANS EL VADO TOUR	NON DIVISION
		39.96	JUN24- INTERMEDIA MEETING SOFTWARE	INFORMATION SYS
		2.16	JUN24 ZENDESK MONTHLY	INFORMATION SYS
		647.86	LODGING JOEL MARTINEZ CDL TRAINING	SOCORRO DIVISION
		387.46	MICROSOFT 365	INFORMATION SYS
		462.84	PAGOSA LODGE EL VADO TOUR W/BOR	BOARD OF DIRECTORS
		694.26	PAGOSA LODGE EL VADO TOUR W/BOR	ACCOUNTING
		231.42	PAGOSA LODGE EL VADO TOUR W/BOR	ADMINISTRATION
		231.42	PAGOSA LODGE EL VADO TOUR W/BOR	CONSERVATION/PLANNING

Check Number	Vendor Name	Check Amount	Description	Location
		231.42	PAGOSA LODGE EL VADO TOUR W/BOR	DATA INTEGRATION
		694.26	PAGOSA LODGE EL VADO TOUR W/BOR	ENGINEERING & MAPPING
		462.84	PAGOSA LODGE EL VADO TOUR W/BOR	EXEC TEAM
		231.42	PAGOSA LODGE EL VADO TOUR W/BOR	INFORMATION SYS
		231.42	PAGOSA LODGE EL VADO TOUR W/BOR	LICENSING & LAND SALES
		231.42	PAGOSA LODGE EL VADO TOUR W/BOR	PURCHASING
		231.42	PAGOSA LODGE EL VADO TOUR W/BOR	WATER DISTRIBUTION DIV
		462.84	PAGOSA LODGE EL VADO TOUR W/BOR	WATER OPERATIONS
		231.42	PAGOSA LODGE EL VADO TOUR W/BOR	SOCORRO DIVISION
		219.00	PAYROLL GARNISHMENT	ACCOUNTING
		17.92	PRE ORDERED LUNCH FOR B. JIRON- EL VADO TOUR	BOARD OF DIRECTORS
		57.90	PULLEYS	WATER OPERATIONS
		75.00	RIO CHAMA EXPERIENCE REGISTRATION	EXEC TEAM
		49.00	TRAINING	SAFETY DEPARTMENT
		248.29	TRUCK RECOVERY GEAR KIT	WATER DISTRIBUTION DIV
		971,627.45	TOTAL PAYROLL	
		1,154,619.72	TOTAL CHECKS/EFT - GENERAL FUND	
		59,985.40	TOTAL CHECKS - DEBT SERVICE FUND	
		168,670.04	TOTAL CHECKS - GRANTS FUND	
		1,006,876.36	TOTAL CHECKS - CAPITAL INVESTMENT FUND	
		<u>\$ 3,361,778.97</u>	GRAND TOTAL	
Pamela S. Fanelli, CFO		Stephanie Russo Baca, Chair		

**MINUTES OF THE
SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF THE
MIDDLE RIO GRANDE CONSERVANCY DISTRICT**

JULY 8, 2024 - 1:00 P.M.

Directors having been duly notified; Vice Chair Dunning called the special meeting to order at 1:00 p.m.
The following Directors and Staff were present excluding the chair:

DIRECTORS

Stephanie Russo Baca, Madam Chair	Absent
Karen Dunning, Vice Chair	Present
Brian Jiron, Director	Present
John P. Kelly, Director	Present
Glen Duggins, Director	Present
Michael T. Sandoval, Director	Present
Colin T. Baugh, Director	Present

STAFF

Chief Engineer/CEO
General Counsel
Secretary-Treasurer/CFO
Chief Operating Officer

The following names of individuals were interested viewers, callers and/or participants
Jeff Wechsler, Montgomery & Andrews Law Firm Josh Hind, MRGCD
Christine Nardi, MRGCD

AGENDA ITEM NO. 1 – PLEDGE OF ALLEGIANCE

Jeff Wechsler led the Pledge of Allegiance at today's meeting.

Vice Chair Dunning declared a quorum, and the meeting was publicly noticed. This meeting was a hybrid meeting.

AGENDA ITEM NO. 2 – APPROVAL OF THE AGENDA

Director Baugh made the **MOTION TO APPROVE THE MEETING AGENDA.**
Seconded by Director Sandoval. The **MOTION CARRIED UNANIMOUSLY.**

The vice chair requested a motion to go into the closed session at 1:02 p.m.

Director Kelly made the **MOTION TO GO INTO EXECUTIVE SESSION.** Seconded by Director Sandoval. Rollcall vote was administered with all attending members voting yes. The **MOTION CARRIED.**

Director Sandoval	Yes	Vice Chair Dunning	Yes
Director Kelly	Yes	Director Baugh	Yes

AGENDA ITEM NO. 3 - EXECUTIVE SESSION

- a. NMSA 1978 Open Meetings Act, Section 10-15-1(H)2
 - i. Limited Personnel Matters
 1. Water Counsel Proposals

The vice chair said they discussed pending and threatened litigation and no decisions were made. She then requested a motion to go back into the regular session at 2:30 p.m.

Director Duggins made the **MOTION TO GO BACK INTO REGULAR SESSION.**
 Seconded by Director Jiron. Rollcall vote was administered with all attending members voting
 yes. The **MOTION CARRIED.**

Director Sandoval	Yes	Vice Chair Dunning	Yes
Director Kelly	Yes	Director Baugh	Yes
Director Jiron	Yes	Director Duggins	Yes

**AGENDA ITEM NO. 4 - DISCUSSION/APPROVAL OF THE EVALUATION COMMITTEE'S
 RECOMMENDATION including the Report on the Evaluation Committee Meeting
 regarding Water Counsel, July 1, 2024 - Chair Russo Baca, Vice Chair Dunning and
 Director Kelly**

Director Kelly stated that the Evaluation Committee reviewed the proposals and found
 Montgomery & Andrews Law Firm as the top ranked firm. The committee recommended that the
 Board find Montgomery & Andrews as the top ranked firm and be retained as Water Counsel and
 that the CEO be directed to negotiate a contract for Water Counsel services from Montgomery &
 Andrews in accordance with the proposal submitted.

Director Kelly made the **MOTION TO APPROVE THE EVALUATION COMMITTEE'S
 RECOMMENDATION.** Seconded by Director Baugh. The **MOTION CARRIED
 UNANIMOUSLY.**

With no further comments, questions, or concerns, Vice Chair Dunning adjourned the
 meeting at 2:34 p.m.

Approved to be the correct Minutes of the Board of Directors of July 8, 2024.

ATTESTED:

 Pamela Fanelli, CMA, CGFM
 Secretary/Treasurer

 Stephanie Russo Baca, Madam Chair
 MRGCD Board of Directors

**MINUTES OF THE
2,213th REGULAR MEETING OF THE
BOARD OF DIRECTORS OF THE
MIDDLE RIO GRANDE CONSERVANCY DISTRICT**

JULY 8, 2024 - 3:00 PM

Directors having been duly notified; Madam Chair Russo Baca called the regular meeting to order at 3:02 p.m. The following Directors and Staff were present:

DIRECTORS

Stephanie Russo Baca, Madam Chair	Present
Karen Dunning, Vice Chair	Present
Brian Jiron, Director	Present
John P. Kelly, Director	Present
Glen Duggins, Director	Present
Micheal T. Sandoval, Director	Present
Colin T. Baugh, Director	Present

STAFF

Jason Casuga	Chief Engineer/CEO
Lorna Wiggins	General Counsel
Christina J. Bruff	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.

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

Sharon Wirth, USBR	Lucas Harvey, Emrgy	Christine Nardi, MRGCD
Vyoma Ritchie, USBR	Steve Johnson, Emrgy	Yasmeen Najmi, MRGCD
Grace Trenkamp, USBR	Luke Smith, WCI	Richard DeLoia, MRGCD
Mike Lopez, Lopez Precision	Lane Lopez, Lopez Precision	Doug Strech, MRGCD
Mack Kelly, ABCWUA	Amanda Molina, MRGCD	Josh Hind, MRGCD
Tarah Jaramillo, MRGCD	Michael Padilla, MRGCD	Rhett Sanders-Spencer, MRGCD
Steve Kinberger, MRGCD	Anthony Lovato, MRGCD	Estella Gamboa, MRGCD
John Thompson, MRGCD	Josh Gamboa, MRGCD	Judith McSweeney, MRGCD
Joan Hashimoto	LeAnne Corwin, MRGCD	Santiago Maestas
Michelle Estrada, USBR	Angelina Jiminez, MRGCD	Angel Madera Enriquez, MRGCD
Diane Agnew, ABCWUA	Ray Hartwell	Steven Hernandez
Craig Hoover, BHI	Calijah Kaye, MRGCD	Danielle Feygin, MRGCD
Scott Key	Corey Howard, KOAT	

AGENDA ITEM NO. 1 – PLEDGE OF ALLEGIANCE

Lane Lopez led the Pledge of Allegiance at today's meeting.

Madam Chair Russo Baca declared a quorum, and the meeting was publicly noticed. This meeting was a hybrid meeting. Rollcall votes will no longer be necessary for regular motions.

AGENDA ITEM NO.2 - APPROVAL OF THE AGENDA

Jason Casuga mentioned that no one was present from BIA and reorganized the Department of Interiors section. He added item 4(a) for the MOA to develop a title transfer agreement and 4(b) as the Bureau's normal update. He also asked to move 11(c) and 11 (e) under Item 6, as 6(b)(1) and 6(b)(2). Madam Chair Russo Baca took out Item 13(d) as they did not have the Conservation Advisory June meeting.

Director Kelly made the **MOTION TO APPROVE THE MEETING AGENDA with the above changes**. Seconded by Vice Chair Dunning. The **MOTION CARRIED UNANIMOUSLY**.

AGENDA ITEM NO. 3 - CONSENT AGENDA

- a. Consideration/Approval of Payment Ratification - July 8, 2024
- b. Consideration/Approval of June 2024 Invoice for Wiggins, Williams & Wiggins
- c. Consideration/Approval of June 2024 Invoice for Law and Resource Planning Assoc. 2024
- d. Consideration/Approval of the Minutes for the Regular Board Meeting - June 10, 2024
- e. Memo on MRGCD Approved Licenses for June 2024 (For informational Purposes Only)

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

AGENDA ITEM NO.4 - REPORT(S) FROM BUREAU OF RECLAMATION - Sharon Wirth, Deputy Area Manager

- a. **The Consideration/Approval for the Memorandum of Agreement**

Sharon Wirth discussed phase two title transfer and gave other updates. Phase one was completed in November 2021, which included all eligible lands and facilities south of Isleta Pueblo. Phase two will be everything north of that with the exception of any pueblo lands or infrastructure, because Reclamation does not have federal ownership of those. She expressed there were a lot of efficiencies to be gained by doing phase two now, and the approach will be the same as phase one by releasing all claims to any ownership in the title transfer area with a quick claim deed. Ms. Wirth noted they were looking at doing stakeholder outreach this summer and hoping to pull together all the required documentation by the end of this year, with hopes of completing the title transfer in early 2025. She said they received official approval from their commissioner to move forward and are now seeking the Board's approval via a signed MOA.

Mr. Casuga expressed that the draft MOA was reviewed by counsel and part of the process will require environmental compliance, which MRGCD pays Reclamation for. He explained they were seeking approval of those documents.

Vice Chair Dunning stated that in the agreement it talks about paying for appraisals. She asked if needing an appraisal happens very often.

Ms. Wirth explained that with the way it has been set up for this contract with MRGCD, it does not require that, but does a release of all claims instead.

Madam Chair Russo Baca inquired on if they have a schedule of the meetings with other entities yet.

Ms. Wirth responded that they are still waiting to schedule meetings with the pueblo, which will be first, and then they will schedule the other meetings.

Director Kelly asked if they were going to resolve the long standing issue at Pena Blanca that they have had with a private property owner over primary access to the Rio Grande on non-pueblo property.

Ms. Wirth stated she was not familiar with that parcel but would get back to him on that. Ms. Wiggins recommended discussing that in executive session.



Director Kelly made the **MOTION TO APPROVE THE MOA BETWEEN MRGCD AND THE BUREAU OF RECLAMATION TO DEVELOP A TITLE TRANSFER AGREEMENT AS PRESENTED.** Seconded by Madam Chair Russo Baca. The **MOTION CARRIED UNANIMOUSLY.**

b. Bureau of Reclamation's Normal Update - Sharon Wirth

Ms. Wirth gave the general update for the Bureau of Reclamation. She discussed what was going on with the plug on the Rio Chama that occurred a few weeks prior after having a massive rainstorm. One of the arroyos dumped a lot of sediment into the river and the plug is 100 feet wide, 4 to 5 feet deep in most places, and a mile long. As a result, ISC is paying the Socorro workforce crew to do on the Chama what they do on the Rio Grande to help manage the plug and sediment. She stated that once the pilot channel is opened up, they can increase flows from Abiquiu, and the river should be able to do most of the rest of the work. She noted that they are confident to have it cleared in four weeks.

Mr. Casuga explained that everything moved down through the Rio Chama, so with restrictions on it right now, they are unable to supplement the Rio Grande with their San Juan Chama water and unable to use stored water.

Director Kelly asked if the sediment plug was wash load or bedload coming down.

Ms. Wirth voiced it was largely wash load, but some mobilization of what was in the riverbed.

Director Kelly stated it was a good opportunity to do some reverse geomorphology and sediment transport, and asked if they had a geomorphologist to do postmortem on this.

Ms. Wirth commented that right now they are focused on doing what they need to do to get water moving through the plug. She said they do not have a specific congressional authority to do that kind of work on the Rio Chama, but they will consider it.

Mr. Casuga said that question needed to be posed to the state at this point in time. He said it is an expectation that things like this will happen more often if they keep getting large storm events and unregulated arroyos.

Director Baugh asked how the incremental release of water out of Abiquiu would factor into the timeline.

Ms. Wirth responded that that was beyond her knowledge at this point.

Mr. Casuga explained that this event caused the Corps to go into flood operations, so they should be storing and not causing additional flooding downstream. At this point, they have determined the flow to be around 100 CFS until the pilot channel is opened up.

AGENDA ITEM NO. 5 - ITEMS FROM THE FLOOR (Comments are limited to three (3) minutes)

No items from the floor.

AGENDA ITEM NO. 6 - REPORT(S) FROM THE WATER OPERATIONS AND DISTRIBUTION DIVISIONS

a. Report on Water Supply Conditions - Anne Marken, Water Ops Division Manager

Ms. Marken gave a report on the Water Supply Conditions. She said the rain at the end of June did increase the supply in the Middle Rio Grande for a while, but since then the river flows have been rapidly dropping and available flows are down to 491 cubic feet per second, so the available supply is not enough to meet demand. The District has 15,000 acre feet of San Juan Chama water available in storage, but they currently do not have the ability to release it due to the plug on the Rio Chama. The NWS 90-day outlook is showing above average temperatures and below average precipitation; however, the local office is more optimistic about the monsoon rains in New Mexico due to the predicted active hurricane season. Ms. Marken explained that MRGCD and ABCWUA sent a letter to the Corps asking to utilize their hold pool at Cochiti to allow them to augment river flows through the middle valley. They are considering the request.

Mr. Casuga added that if the Corps agrees, it will constitute deviation and provide flexibility.

Director Duggins said he asked some time ago how many years out of the 100 years of Conservancy they have been in debt.

Ms. Marken apologized she had not gotten back to him on that yet, but made a note to report on that for next meeting.

Director Kelly asked how the big event in Albuquerque last week impacted operations.

Ms. Marken responded that it bolstered supplies through the MRG, which allowed them to continue to divert as flows were declining. She added the elevated flows complicated some of the river drying operations, but they were allowed to continue to operate when they thought they would be going into rotation.

Director Kelly inquired on if that showed the need for reregulation reservoirs in their system to feed cases like this.

Ms. Marken said that was a great idea and would allow them to more efficiently utilize rain events.

Director Duggins stated that he hoped to see lagoons along their system sooner than later. Ms. Marken agreed.

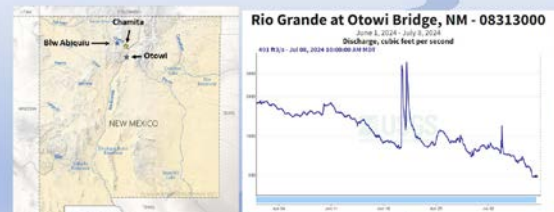
Mr. Casuga commented that they are actively researching several prosperities right now and there are grants available to develop a reregulation reservoir.

Water Supply Update

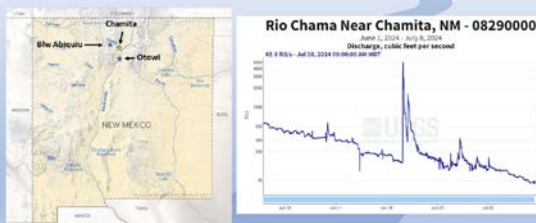
Middle Rio Grande Conservancy District Board of Directors Meeting
July 8th, 2024



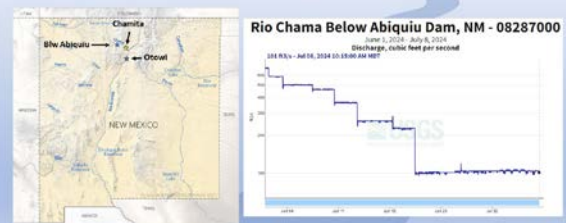
USGS Rio Grande at Otowi Bridge, NM



USGS Rio Chama Near Chamita, NM



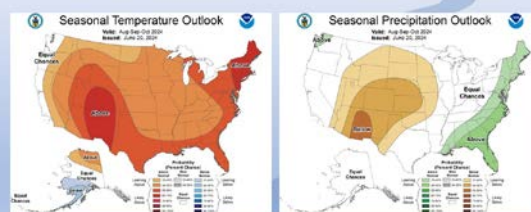
USGS Rio Chama Below Abiquiu Dam, NM



National Weather NM Temperature and Precipitation Forecast Table

Location	Maximum Temperature							Probability of Precipitation						
	Mon 07/08	Tue 07/09	Wed 07/10	Thu 07/11	Fri 07/12	Sat 07/13	Sun 07/14	Mon 07/08	Tue 07/09	Wed 07/10	Thu 07/11	Fri 07/12	Sat 07/13	Sun 07/14
Albuquerque	84	84	85	87	90	91	89	20	30	40	50	20	20	20
Santa Fe	79	84	85	87	90	91	89	20	30	40	50	20	20	20
Farmington	80	85	86	88	91	92	90	0	0	0	0	10	20	30
Gallup	80	85	86	88	91	92	90	0	0	0	0	10	20	30
Grants	85	88	89	92	94	95	93	20	20	20	30	30	40	40
Clayton	72	84	87	89	92	93	91	40	50	60	70	40	50	60
Raton	72	81	84	87	89	91	89	60	60	60	60	60	60	60
Las Vegas	65	77	78	80	84	85	84	60	60	70	60	60	60	60
Moriarty	73	85	86	87	90	91	90	20	40	50	60	20	20	20
Tucuman	75	88	89	92	94	95	93	60	30	20	10	0	0	0
Clovis	73	86	89	91	93	94	93	60	20	10	10	0	0	0
Roswell	79	89	90	93	95	96	95	60	30	40	20	0	0	10
Socorro	81	91	92	95	97	98	97	10	40	50	60	20	20	20
Chama	77	79	79	81	85	85	83	60	60	60	60	30	50	50
Taos	79	81	84	86	89	90	88	70	60	60	60	20	20	30
Angel Fire	68	72	74	76	80	80	79	80	80	80	80	30	40	40
Los Alamos	76	80	81	83	85	85	84	70	60	70	60	30	40	50
Ruidoso	70	77	78	79	81	81	81	60	60	60	60	30	20	40
Quemado	87	89	89	89	90	89	87	10	40	50	60	30	40	50

National Weather Service 90 Day Outlook



Questions?

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

Mr. Martinez gave a report on Water Distribution, and stated the first half has been largely successful. They are now entering a transitional period where they have to rely on the rain runoff for irrigation supply. He said they have been communicating the changing conditions to water users and optimizing the current supply. He noted that recent rainfall and harvesting patterns have contributed to a low irrigation demand, but they are concerned about potential delays as farmers resume watering crops late this week into next week. Rotations have begun in the north and will start in the south soon, and water users will receive notice of water availability. He talked about how Cochiti Division, Albuquerque Division, and Belen Divisions were impacted by storms. San Juan Main Canal, Las Nutrias Lateral, Garcia Extension, and Belen Highline arroyos were shut down for several days because of rain but are now operational again. He thanked all division managers, supervisors, and equipment operators for their efforts during the recent weather events and cleanups. He said the Corrales pumps are challenged by low river flows and rain inflows and San Juana Chama water releases will likely be necessary to maintain operations. MRGCD water team has resumed meetings with BIA and the Six Pueblos to discuss the possibility of prior and paramount rotations.

1. Discussion on the Depletion Reduction Program and the Rio Grande Compact OSE Letter

Mr. Casuga thanked Mr. Hamman for the Rio Grande Compact letter, but said it was prudent for them to pay attention to some of the items identified in there, including the Supreme Court ruling in the Hinderlider v. La Plata River case on the state's ability to curtail water to senior water rights holders. He noted that to his knowledge on MRGCD was sent a letter like that.

Director Baugh asked if this was like they are being put on notice. He also inquired about what the debt is right now.

Mr. Casuga responded that he thinks they have to take being sent a letter by the state outlining what they did as being put on notice, and MRGCD should understand the implications of what could unfold if New Mexico violates the Compact. Mr. Casuga said the debt is 121,500 acre feet, and they will become in violation if they reach and/or exceed 200,000 acre feet as a state.

Madam Chair Russo Baca added that it would be all water users in the Middle Valley that could be restricted.

Director Duggins asked if New Mexico was in severe debt when the Low Flow Channel was dug and if that meant they violated the Compact then.

Mr. Casuga explained that New Mexico was in violation then and the Low Flow was a tool to help manage and reduce that debt.

Director Kelly said he saw this as an opportunity to jump start rehab of the Low Flow Conveyance Channel. He stated the letter was foreshadowing economic doom of the Middle Rio Grande Valley. He added this was a wakeup call to have a sit down with all parties, including the environmental groups who are in opposition of doing anything to preserve a spot to spread water and let it dry out. He suggested the

Board see a graph of the Compact delivery going back from years past showing accrued credits and debits.

Mr. Casuga agreed and said he was pretty positive that some of their partners did not receive the same letter and will circulate it around to begin to have conversations. He stated MRGCD needed to be doing everything they can to be more efficient and accountable to how they use water, and they need to have a documented procedure on how they hold the valley accountable.

2. Discussion of the Water Distribution Policy and Procedures

Mr. Martinez presented on the Water Distribution Policy and Procedures. He reviewed the Water Bank Policy and Water Distribution Policy. He explained the objectives of the Water Bank Policy, including promoting agricultural water use, protecting water rights and supply, ensuring sufficient carriage water, and supporting aquifer recharge. Under the Water Bank Rule, lands without water rights can irrigate under surplus conditions, but the last four seasons water bank deliveries have been curtailed due to water shortages. The ACL procedure allows irrigators options to dry out irrigable lands to irrigate lands without water rights, but they must be renewed every season by the applicant and cannot be modified mid-season. After applications are processed and agreements are in place, it is up to the water distribution and mapping team to ensure compliance. He noted there are specific penalties and notice procedures for the water bank policy and ACL violations, but the Water Distribution Policy does not have as explicit penalties and notice procedures. Some of the common violations are unauthorized irrigation, unapproved use of a check or turnout to irrigate, pumping from canals and drains without a license agreement, illegal irrigation, modification of check structures, turnouts, and other irrigation infrastructure, delinquency, etc. The policy requires systems to be capable of irrigating at least one acre per hour under normal conditions, and systems not capable of that may be denied water. Irrigators wasting water may be refused water until practices are remedied. Mr. Martinez gave examples of water waste. He then discussed staff procedures, including how to enforce policies. Those steps start with reporting violations and attaching supporting documentation in ISO logbooks, then checks and reviews by the division clerk, the irrigation system supervisor, the conservation program supervisor, Mr. Martinez, and the water distribution manager. After a detailed review and assessment, procedure will be followed to determine appropriate action, and no action can be taken with insufficient evidence or if it does not qualify a violation. Written warnings or notices will be given if found to have made a violation. He stated the primary goal is to promote responsible water use and correct violations, and they are fair and protect the interests of all parties involved.

Vice Chair Dunning asked what no violations meant, and what OSE does when they receive reports of illegal irrigators.

Mr. Martinez said the majority of the no actions are due to insufficient documentation, and they have not reported anyone to OSE as of yet.

Madam Chair Russo Baca commented that she received a call from someone that received a warning notice, and they were confused about the language. She said she read it and was also confused by it. She requested to be very specific with individuals, so they understand what they did wrong.

Mr. Martinez stated that was his mistake and he has already revised the notice letter.

Director Baugh asked what the route would be for an irrigator to protest it.

Mr. Martinez answered that at the end of the notice statements they are going to add a line to contact them within 14 days if they believe the warning issued is an error.

Mr. Casuga added the whole point of this is to create a conversation. Right now, most of those conversations are behind the scenes and they want to show the history and culture here of enforcement and holding themselves accountable. He stated he knows this will not be well received, but it is a necessary role of government. He said ISOs are not equipped to deal with some of the higher order issues and conversations that come from anger and frustration, and they want to simplify the job for them so they can get water on the ground as efficiently as possible. Mr. Casuga voiced that if they are going to have policies and procedures, they need methods for enforcement and a progressive discipline process.

Director Duggins expressed that this has bothered him more than anything in his eight years on the Board. He said they are not the law or a judge and this could result in taking property. He explained that he is a great irrigator, but sometimes still makes mistakes and things happen. He explained it's not fair to punish irrigators for mistakes, but not punish ISOs for mistakes. He stated they need to bring up their end of the deal before they can expect somebody to water an acre an hour.

Madam Chair Russo Baca commented that as the MRGCD Board of Directors they have the authority to enforce their policies, and if they don't, the state engineer will.

Director Duggins asked how they as non-irrigators can explain irrigation practices to irrigators. He noted that the Board only meets once a month, so by the time they get anything ironed out, the crop is dead.

Ms. Wiggins said Director Duggins' feedback as someone with a farming background is valuable, but the language Mr. Martinez used demonstrated that some will be able to meet one acre per hour and some will not, and wasteful practices will go to those who are unwilling to remedy. The language recognizes that challenges will be best addressed through thoughtful interactive process. She agreed that there does need to be a decider and they will try to remedy these at the lowest possible level first.

Director Duggins added that he does not have the type of mentality to issue tickets.

Ms. Wiggins agreed and said that is where you have an opportunity to talk to other members of staff and not ISOs, and the opportunity to go to the CEO, and to present facts to the full Board, and they will use the standard of preponderance of evidence.

Director Duggins voiced that there are people that may not be able to afford to come within an acre an hour, and there are a lot of places that the conservancy does not come in one acre an hour. He expressed that he would not support this.

Mr. Casuga stated that he knows the enforcement is not going to be popular. He said the ISO cannot issue a violation, but they can say if something is worth investigating in the logbook. It is then checked by the clerk and verified by the irrigation system supervisor, and if they agree, it is moved to the conservation

347 supervisor. If it is still found to be a violation, it is moved to Mr. Martinez, and only
348 then would a letter go out. Mr. Casuga expressed that his role is to provide the
349 Board difficult decisions to make at times and back those up with justification, and it
350 is his opinion that they are worse off in the Middle Valley by not having public
351 procedures for irrigators. He added that he would not bring this to the board if he did
352 not believe the MRGCD had full legal authority to do this.

353
354 Director Jiron said it is a very tough decision and most farmers will probably disagree
355 with him for saying this, but they are in a drought, cannot have wasteful uses of
356 water, and they have to protect the water and hold some people responsible.
357 Director Jiron stated that he feels Director Duggins' frustration, but they have to get
358 this resolved. He commented that these will be going through several people and
359 not just one person, so they will help make sure someone is getting a violation that
360 deserves one. However, if someone cannot meet the one acre per hour, there should
361 be an adjustment there because you cannot just take their water away, and the
362 MRGCD needs to make sure they fulfill their duties to help the farmers meet that.

363
364 Director Duggins said that if a big rain hits right after farmers water their field, they
365 are going to need drains. He added that you do not control wastewater at the drain,
366 but at the headgate.

367
368 Mr. Casuga explained that he did not make the policy and has no ability to change it;
369 he can only implement policy, and it is ultimately the Board's role if they want to strip
370 something out of the policy.

371
372 Director Duggins said he wants the Board to be agile and ready to work and help
373 people instead of policymaking them.

374
375 Director Kelly voiced this is a very sensitive topic. He agrees they need to look at
376 their piece of the system regarding elevation and turnouts. He said it should be a
377 defined step in there on if they are able to supply enough water to irrigate an acre
378 per hour. He stated he has no problem going through the process of investigating
379 things and meeting with people on this, because he will not vote to cut off anybody's
380 water until they have had a better look at their side of the turnout.

381
382 Mr. Casuga interjected to say he is talking about a general process for violations,
383 and Director Kelly is speaking on a specific violation. He said he can go violation
384 type by violation type and put down individual pieces if that is what they want, but
385 they are asking him to take a generalized policy and make it very specific.

386
387 Ms. Wiggins clarified that the question for the Board is whether they view what was
388 discussed as a policy matter or an operational procedure. She said if they want to
389 covert an operational procedure into policy matter they need to be clear on that.

390
391 Director Kelly said their ability on their side of the turnout to deliver water needs to be
392 part of the evaluation of a violation.

393
394 Mr. Casuga stated he was happy to present on that specific review they do for a
395 violation of one acre per hour at a different board meeting.

396
397 Director Kelly appreciated the different points of view, but there is definite that the
398 Board sets policy and implement procedures to comply with the policy.

Mr. Martinez explained that what Director Kelly is describing would not be considered a violation, and if an ISO reports something that is an inefficiency on MRGCD's end, it would be rejected. He added that they have not taken severe action against any water user, suspended delivery, or violated anybody's water rights.

MRGCD Water Policies Violation Process and Procedure

Prepared for: Middle Rio Grande Conservancy District Board of Directors
Prepared by: Water Distribution and Conservation Program Staff

July 8, 2024



The purpose of this presentation is to provide an update and initiate a discussion on the process and procedure that MRGCD has implemented to uphold its water policies. Additionally, it aims to inform the public and seek feedback.

Agenda

- Water Bank Policy review
- Water Distribution Policy review
- Violation Process and Procedure
- Summary and Look Ahead



The Water Bank Policy

- The Water Bank was formed to promote the beneficial use of water for agriculture, protect water rights and water supply, ensure adequate carriage water, and support aquifer recharge.
- The Water Bank enables irrigation of productive lands with leased water when water supply is sufficient.
- When supply is insufficient for all lands, deliveries will be curtailed to protect water rights of other lands within the MRGCD.
- Water Bank deliveries are curtailed for the entire 2024 irrigation season except for Alternate Curtailment Locations (ACL) agreements.

Alternate Curtailment Location (ACL)

ACLs are non-Water Bank lands normally under cultivation which may be designated to be curtailed in lieu of equivalent Water Bank lands, allowing Water Bank lands to be irrigated.

Curtailment Area



ACRE

Irrigable Area



FOR ACRE

Area To Be Curtailed

- An ACL is designated by an Agreement with the MRGCD which includes a map with specifications for curtailment often including border installation.
- The area to be curtailed must be identified at the date of Agreement and may not be altered or amended except at the beginning of a new season.
- The area to be curtailed may not be irrigated from any other source, including supplemental wells, if any, while curtailment conditions are in effect.



Curtailment Area Inspections

- ACL Agreements allow staff to access the land to inspect the area of curtailment or irrigable area.
- Inspections include a review of field conditions, a check of field borders, an evaluation of on-farm delivery systems, soil moisture testing and monitoring, water measurement, and aerial observations.
- Failure to comply with an inspection may result in suspension of water delivery and up to termination of Agreement.
- MRGCD Drone Program



Curtailment Area Inspections



Field Inspection of Border Location



Aerial Observations (Drone Imagery) of an ACL

Water Bank/ ACL—Penalties

Any Water Bank lessee who illegally irrigates during curtailment shall be subject to the following penalties.

1. The first violation of a curtailment order will require the Water Bank lessee to pay double the normal administrative fee and applicable fee for the first year of any subsequent Water Bank lease.
2. A subsequent violation of a curtailment order will result in termination of the Water Bank lease. Future Water Bank leases applied for by the violator will require approval by the Board of Directors.

An Agreement may be terminated upon a violation by Lessee(s) of any term of the Agreement, New Mexico law, or of the Conservancy's Rules and Regulations, or for any reason.

The MRGCD shall provide Lessee(s) with written notice of the reasons for termination and provide the Lessee(s) with thirty (30) days from the date of the mailing of the written notice to come into compliance with this Agreement, New Mexico law or the Conservancy's Rules and Regulations.

The Water Distribution Policy

- Is established as of June 25, 2012, with approved updates as of August 10, 2020.
- Is intended to promote the effective, efficient, and equitable distribution of water to non-Pueblo irrigators within the boundaries of the MRGCD.
- Describes rules and policies for water distribution, scheduling, and delivery.
- "Any irrigator found to be in violation of rules/policies will be subject to loss or suspension of water delivery and may be liable for damages resulting from those violations."
- Describes actions MRGCD may take in response to violations.
- Allows for staff decisions to be appealed by the Board of Directors.

Violations



Unauthorized Irrigation

Delinquent or No Bill

Illegal Pumping

Modification of Irrigation Structures

Illegal Irrigation

Violation—On-Farm Inefficiency

One (1) Acre per Hour Rule

- Failure to fully open turnout
- Repeated opening & closing of turnout(s)
- Defective or undersized delivery systems
- Poorly maintained delivery systems



Violation Type—Waste of Water

Allowing water...

- to leave land actively being irrigated
- to spill or drain while taking delivery

Applying water...

- to compensate for high land or poor delivery systems
- to land improperly prepared for efficient irrigation
- such that water remains too long and is inappropriate for crops
- too frequently, to saturated or nearly saturated soils

Examples—Waste of Water



Example—Waste of Water



Timeline—Process and Procedure Development



Violation Notice Process

1. Report submitted by ISO including documentation
2. Report is checked by clerk and verified by ISS
3. Report reviewed by Conservation Supervisor
4. Report reviewed by Water Manager
5. Notice processed by clerk
6. Notice issued by mail and recorded

During the Review...

- ✓ The Conservation Supervisor and Water Manager will assess the violation.
- ✓ Impacted parties will be contacted.
- ✓ Action will be taken according to policy and procedure.



Violation Reporting Process



Violation Review Process





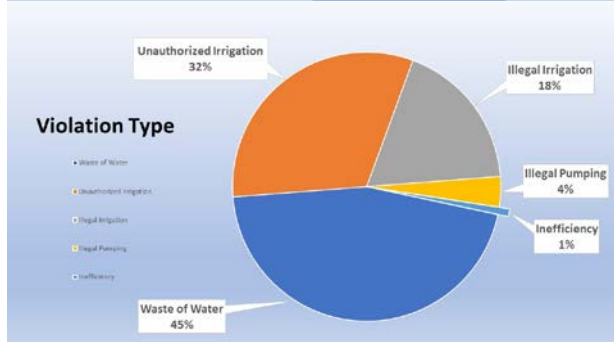
Summary—as of July 6, 2024

Violations Reported—116

Violations Reviewed—56

Violation Action

NO ACTION—20
INCIDENT REVIEW—11
VERBAL WARNING—5
WRITTEN WARNING—19
WRITTEN NOTICE—1



Looking Ahead

- Enhancing understanding of water policies and irrigation practices
- Public notification and feedback
- Emphasis on water waste and on-farm efficiency
- Timely, thorough checks and reviews of violations
- Inspections and aerial observations to continue
- Illegal irrigation to be reported to the Office of the State Engineer

Discussion and Questions



AGENDA ITEM NO.7 - REPORT(S) FROM THE DEPARTMENT OF THE INTERIOR

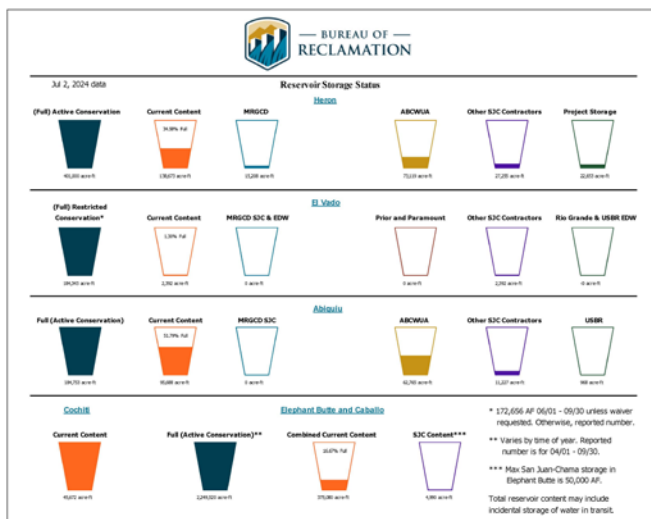
a. Bureau of Reclamation - Jennifer Faler, Area Manager

Moved; see items 4(a) and 4(b).

MRGCD BOARD MEETING (07-03-2024)

- Heron Summary
 - Content: 138,673 ac-ft (7/3/24)
 - Azotea tunnel: 360 cfs
 - Total SJ-C inflow year-to-7/2/24: 62,889 ac-ft
 - Currently releasing: 250 cfs
 - Current MRGCD storage: 15,208 ac-ft
 - El Vado Summary
 - Total storage (all contractors and natural): 2,453 ac-ft (7/3/24)
 - Native in El Vado: 0 ac-ft
 - MRGCD's SJ-C storage in El Vado: 0 ac-ft
 - P & P: 0 ac-ft
 - Other SJ-C contractors: 2,453 ac-ft
 - Current release is 485 cfs RG inflow is 150-350 cfs
 - Storage in Abiquiu
 - Content: 95,920 ac-ft (7/3/24)
 - MRGCD's SJ-C storage: 0 ac-ft
 - P&P: 14,325 ac-ft
- Total supplemental water released in 2024: 0 ac-ft
- Total Precipitation at SnoTel Sites as of 7/3/2024 (% of median)
- | | |
|-----------------------------|------|
| Rio Chama Basin..... | 106% |
| Upper Rio Grande Basin..... | 104% |
| Sangre de Cristo Basin..... | 111% |
| Jemez Basin..... | 134% |
| San Juan River Basin..... | 97% |

- On June 21, intense rainfall over the Arroyo la Madera brought sediment into the Rio Chama that plugged the river channel. Reclamation is working with the State of New Mexico and a crew has mobilized to the area to excavate a pilot channel through the sediment plug. Until flow is restored to the Rio Chama channel, the release from Abiquiu Dam is limited to 100 cfs of native water.



b. Bureau of Indian Affairs - Patrick Taber, Acting Designated Engineer

Mr. Taber was not present at today's meeting.

AGENDA ITEM NO. 8 - REPORT(S) FROM THE HUMAN RESOURCES DEPARTMENT - Christine L. Nardi, MBA

a. Introduction of MRGCD New Hires

Ms. Nardi introduced the new MRGCD hires and promotions. They filled four field maintenance tech positions in the Belen Division, one new promotion, one field maintenance tech, and one division clerk I in the Albuquerque Division. The vacancy rate is now at 7.42%

Belen Division

ROBERT	OLGUIN	FIELD MAINTENANCE TECHNICIAN	06/24/2024
ANDREW	JOJOLA	FIELD MAINTENANCE TECHNICIAN	06/24/2024
STEVEN	GUTIERREZ	FIELD MAINTENANCE TECHNICIAN	06/24/2024
CHARLES	GALLEGOS	FIELD MAINTENANCE TECHNICIAN	06/24/2024

Albuquerque Division

JOSE	VAZQUEZ	WELDER II	07/08/2024 PROMOTION
JUSTIN	CORIZ	FIELD MAINTENANCE TECHNICIAN	07/08/2024
DANIEL	MORALES CANAS	DIVISION CLERK I	07/22/2024

Madam Chair Russo Baca noted that they now have one female ISO.

AGENDA ITEM NO. 9 - REPORT(S) FROM THE CHIEF PROCUREMENT OFFICER - Richard DeLoia

a. Consideration/Approval on the Bosque No. 1 Lateral Wasteway Diversion Project

Mr. DeLoia presented for the approval for the Bosque No. 1 Lateral Wasteway Diversion Project. MRGCD is recommending award to Lopez Precision for \$312,776.37 through the on-call contractor contracts.

Vice Chair Dunning asked if Santa Ana has a gross receipts tax rate.

Mr. DeLoia said that was figured in here and is the current rate.

Director Kelly asked why the additive alternative was not being awarded.

Mr. Casuga answered that they did not have the money to do, so they were going to leave it earth lined for now.

Director Kelly made the **MOTION TO APPROVE AWARD FOR THE BOSQUE NO. 1 WASTEWAY DIVERSION PROJECT TO LOPEZ PRECISION LLC TO INCLUDE GROSS RECEIPTS TAX.** Seconded by Madam Chair Russo Baca. The **MOTION CARRIED UNANIMOUSLY.**

b. Consideration/Approval on the Water Control Structures

Mr. DeLoia presented approval for the Peralta Main Canal Las Cercas Gates Pilot Project. MRGCD will pay shipping and labor upfront for the project for \$10,375, and if

the gates and software are determined to be successful, staff recommends award of the flume gates, slip meter, and software for \$116,657 to Rubicon Water through the MRGCD price agreement contracts.

Mr. Casuga added they will be paying for the shipping and the project is being looked at hydraulically by the engineering staff.

Director Duggins left the meeting at 4:59 p.m.

Madam Chair Russo Baca made the **MOTION TO APPROVE AWARD TO RUBICON WATER FOR THE PERALTA MAIN CANAL LAS CERCAS GATES PILOT PROJECT.**
Seconded by Director Baugh. The **MOTION CARRIED UNANIMOUSLY.**

c. Consideration/Approval on the Belen Highline Canal Emergency Overflow Project

Mr. DeLoia presented approval for the Belen Highline Canal Overflow Structure Study. MRGCD staff is recommending award to Bohannon Huston for \$91,960.32 through the MRGCD on-call engineering contracts.

Mr. Casuga stated this step one of the process, and the task order covers modeling and preliminary engineering to help them understand what they need to build to best comply with their portion of the settlement along the Belen Highline.

Director Kelly wanted the assumption of an energy dissipator doublechecked, because that is an expensive piece of concrete.

Mr. Casuga said that for the purposes of modeling, they have to start somewhere, and they have not yet settled on or approved anything yet.

Vice Chair Dunning made the **MOTION TO APPROVE AWARD TO BOHANNAN HUSTON FOR THE BELEN HIGHLINE CANAL OVERFLOW STRUCTURE STUDY.**
Seconded by Director Kelly. The **MOTION CARRIED UNANIMOUSLY.**

AGENDA ITEM NO. 10 - REPORT(S) FROM THE SECRETARY-TREASURER/CFO - Pamela Fanelli, CMA, CGFM

a. Review of End of Fiscal Year 2024 and Fourth Quarter Financials

Ms. Fanelli reported on the fourth quarter financial for FY 2024. Year to date actual revenues for the General Fund through June 30th totaled \$26,800,000, they received 98% of their budgeted ad valorem revenue, year to date expenditures totaled \$25,900,000, with an additional \$1.2 million in encumbrances. They moved \$2.3 million from the capital reserve to the Capital Investment Fund to pay for the Highway 147 Project. Year to date, the revenues equal \$7.5 million and expenditures total \$9 million. Ms. Fanelli explained that the Capital Investment Fund was created in FY24 to record the one mill approved by the Board at the beginning of FY24, and the ad valorem revenues year to date total \$3.9 million, and they transferred \$2.3 million to pay for the Highway 147 Project. Expenditures year to date total \$5.9 million.

Director Kelly reminded the Board that they review financial statements on a quarterly basis, but the final quarter they have to approve and send to DFA as part of closing out

their books for the year. He said they were able to address the Highway 147 Project out of cash reserves on hand without impacting their debt service or applying for grants.

b. Approval of Resolution BA-07-08-24-97 for the Fiscal Year 2024 Fourth Quarter Unaudited Financial Report and Unaudited Cash Balance Review as of July 8, 2024

Ms. Director Kelly made the **MOTION TO APPROVE THE FINANCIAL REPORT AS PRESENTED AND SEND TO DFA.** Seconded by Vice Chair Dunning. The **MOTION CARRIED UNANIMOUSLY.**

c. Report on the Finance Committee Meeting, July 8, 2024 - Director Kelly, Chair Russo Baca and Vice Chair Dunning

Vice Chair Dunning commented that the financial team is great at what they do.

Director Kelly reported that the Finance Committee discussed investment strategy for some of their funds they are investing through a different group than the State Short Term Fund, and they have a good plan that will not inhibit their liquidity and bring better returns. He added they are waiting on another insurance quote on liability insurance, but they are covered through August. He said they received notice that the new fair labor standards for ISOs are going to impact their minimum pay to keep exempt status. It will be going up to \$43,000 this year

AGENDA ITEM NO. 11 - REPORT(S) FROM THE CHIEF ENGINEER - Jason M. Casuga, PE

a. Consideration/Approval of the Site Hosting Agreement (SHA) between Emrgy and MRGCD - Jason M. Casuga, CE/CEO

Lucas Harvey and Steve Johnson from Emrgy took questions from the Board.

Vice Chair Dunning said she was excited for the project. She asked for clarification on having to have their permission for a press release that was in the site agreement.

Mr. Harvey said that was a condition so they can help with any kind of messaging, so things do not get misconstrued, and the facts are correct. He added it is not a limiting factor, but that they want to be a partner in the process.

Director Kelly asked if they were comfortable entering into this with the uncertainties they face in the water supply.

Mr. Harvey responded that they look at a risk portfolio for each of their projects but there is a condition in the site hosting agreement stating if water allocation is taken away from the site, they can move and repurpose under the same agreement.

Director Kelly asked when they think they will see the first turbine spinning.

Mr. Harvey said they will first conduct all of their site assessments in the upcoming offseason and take a season to assess the water flow with higher validity, so it will probably be the end of 2025/beginning 2026. He added they will start negotiating the power purchase agreement immediately after signing an SHA and getting approval.

Mr. Casuga reminded the Board there is a development period to figure out whether or not this is viable, and then it would move into a more commercial form.

Madam Chair Russo Baca added it is common in renewable energy leases to have two separate dates. She amended line 383 from irrigation district to conservancy district.

Vice Chair Dunning inquired on what the chances are on getting a grant.

Mr. Johnson explained there were a lot of different sources for grants, but the Conservancy has had a lot of success with the Water Smart Program. Mr. Harvey added that there are a lot of entities that are willing to work with them on grant funding also, so they may not have to look at Water Smart.

Director Baugh inquired on what the training would be.

Mr. Johnson stated it would be a level the District is comfortable with, but it is generally driving by every day to make sure everything looks like it is operating. He said they monitor the generation remotely so they will know if there is an issue with that. The training aspect would be what to look for after big rainstorms or identifying signs of it not functioning well.

Director Kelly expressed this was something he has wanted to do since he became a member, and he is glad it is here.

Director Kelly made the **MOTION TO APPROVE THE SITE HOSTING AGREEMENT WITH EMRGY AS PRESENTED.** Seconded by Vice Chair Dunning. The **MOTION CARRIED UNANIMOUSLY.**

b. Report on the e-Bikes within the MRGCD Rights of Way - Jason M. Casuga

Director Baugh gave a report on the e-Bikes from the Urban Committee. He said the District is all about accessibility, but they have to do it in the right places. He stated they know this is coming, but they want to wait until there is more information, so the District is not going to permit them at this time.

Madam Chair Russo Baca added they also want to have public comment additionally on E-bikes and powered micromobility devices.

Vice Chair Dunning asked if they wanted to change permit the use of E-Bike and micromobility devices on designated paved recreation trails to all trails.

Mr. Casuga answered they did not want that because they would only be appropriate on developed trails.

Vice Chair Dunning stated there may be certain trails people use to get to paved trails, so they could maybe allow e-Bikes, but they would have to dismount on certain parts.

Mr. Casuga said they are happy to make whatever changes they want to the resolution, and it is okay to have a public process, but if the Board feels they would never want them on dirt trails, it is okay to state that.

Vice Chair Dunning voiced that they need to work with Corrales, and also with Los Ranchos to pass an ordinance for enforceability.

Ms. Wiggins suggested adding a phrase to the last sentence to read pending the results of public input processes, and trail manager support and approval, and further consideration by the Board of Directors, so that they have more flexibility to decide.

Madam Chair Russo Baca shared concerns that for some individuals e-Bikes are their only mode of transportation. She said if they are able to dismount and walk the e-Bike, that is somewhat clear.

Director Kelly stated they are going to upset half of the cyclists in Albuquerque with this, that they are saying no e-Bikes with only consideration for them on a paved trail, but after reasonable public input processes they could insert the word reasonable there.

Mr. Casuga expressed that there are people on both sides that passionately disagree. He stated that if someone is in the Bosque on an e-Bike, they can come up on people very quick and there is nowhere for them to go because of the narrow path, so the Board is being judicious in leaving it open for further discussion.

Director Kelly made the **MOTION TO APPROVE THE RESOLUTION AS PRESENTED AND DEAL WITH SOME OF THE WORDING.** Seconded by Vice Chair Dunning. The **MOTION CARRIED UNANIMOUSLY.**

c. Levee Site Visit, June 17, 2024 - Jason Casuga, CE/CEO

Mr. Casuga said they had a great meeting between the State Land Office, Fish & Wildlife Service Refuge, Army Corps of Engineers, City of Albuquerque Staff, and MRGCD Staff. He explained that once they get feedback from the Corps, MRGCD acquiring an easement over the property is probably the shortest and easiest path to cover what the Corps need for MRGCD to move forward while a discussion on the land still goes on. He said the question of if MRGCD wants to file a letter and request to be considered as the governmental entity to receive ownership came up, and it is a worthwhile discussion. He stated that if they did own it, it would immediately go into the Rio Grande Valley State Park with the City of Albuquerque as the lessee.

Madam Chair Russo Baca commented that as long as they do not have insurance issues or financial woes, she will say yes.

Director Kelly made the **MOTION TO APPROVE THE IRRIGATION COMMITTEE REPORT.** Seconded by Vice Chair Dunning. The **MOTION CARRIED UNANIMOUSLY.**

d. Report on the Corrales Siphon Informational Meeting, June 12, 2024 - Jason M. Casuga, CE/CEO, Eric Zamora, COO, Chair Russo Baca, and Directors Sandoval and Baugh

Madam Chair Russo Baca expressed that she put a written report and link to the video in her report.

Mr. Casuga said he continues to be affirmed that having public meetings, being direct, and allowing public feedback is the proper path to go. He looks forward to repeating the process in Socorro and Sandoval County.

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- e. **Report on the Bernalillo County Farmers/Irrigators Informational Meeting, June 20, 2024 - Jason M. Casuga, CE/CEO, Eric Zamora, COO, Directors Kelly, Baugh, Sandoval and Chair Russo Baca**

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Mr. Casuga once again stated he likes this style of the public being able to ask them direct questions.

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- f. **Report on the El Vado Site Visit & Tour Safety of Dam Project, June 25-26, 2024 - Jason M. Casuga, CE/CEO, Chair Russo Baca and Director Baugh**

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Chair Russo Baca did a written report and included pictures. She added that hearing the sound of the cracking was scary and they were able to see how serious the issue was.

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Mr. Casuga commented that staff was appreciative of the opportunity, and he looks forward to being able to do it again over the next few years. He noted their plan is to institute a lottery system to be able to make spots available to bring more irrigators and farmers up there.

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Director Baugh noted they took some local farmers and one fallower with them to give them an opportunity to see what we are up against, and it went well.

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g. Information on Upcoming Events

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1. **Socorro County Farmers/Irrigators Informational Meeting, July 18, 2024 - Escondida Lake & Park**
 2. **Sandoval County Farmers/Irrigators Informational Meeting, July 25, 2024 - Rotary Park, Bernalillo, NM**
 3. **12th Annual Conference Tribal Water Law, September 9-10, 2024 - Santa Fe, NM**
 4. **Coalition of Rio Grande Water Users 2024 Conference, October 1-3, 2024 - Santa Fe, NM**
 5. **Colorado River Water Users Association (CRWUA) 2024 Conference, December 4-6, 2024 - Las Vegas, NV**
 6. **Family Farm Alliance Annual Conference, February 2025 - Reno, NV**

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AGENDA ITEM NO. 12 - REPORT(S) FROM THE MRGCD ATTORNEY(S) - Chief Water Counsel or General Counsel

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Ms. Wiggins did not have anything, and Ms. Bruff requested time within executive session.

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AGENDA ITEM NO. 13 REPORT(S) FROM THE BOARD

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- a. **Report on the Farmers for Future Farmers Meeting, June 11, 2024 - Chair Russo Baca and Director Duggins**
 - b. **Report on the Mid-Region Council of Governments (MRCOG) Meeting, June 13, 2024 - Chair Russo Baca**
 - c. **Report on the Centennial Committee Meeting, June 19, 2024 - Chair Russo Baca, Vice Chair Dunning and Director Baugh**

d. **Report on the Legislative Committee Meeting, July 1, 2024 - Chair Russo Baca, Vice Chair Dunning and Director Baugh**

e. **Report on the Urban Issues Committee Meeting, July 3, 2024 - Vice Chair Dunning, Directors Russo Baca and Baugh**

The chair submitted written reports; refer to the appendix.

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

Director Kelly made the **MOTION TO GO INTO EXECUTIVE SESSION**. Rollcall vote was administered with all members voting yes. The **MOTION CARRIED**.

Vice Chair Dunning	Yes	Madam Chairwoman	Yes
Director Kelly	Yes	Director Baugh	Yes

Director Jiron left the meeting prior to the closed session beginning at 6:00 p.m.

AGENDA ITEM NO. 14 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 chair requested a motion to go back into the regular session at 6:07 p.m.

Director Kelly made the **MOTION TO RETURN TO REGULAR SESSION**. Seconded by Vice Chair Dunning. Rollcall vote was administered with all members voting yes. The **MOTION CARRIED**.

Vice Chair Dunning	Yes	Madam Chairwoman	Yes
Director Kelly	Yes	Director Baugh	Yes

With no further comments, questions, or concerns, Madam Chair Russo Baca adjourned the meeting at 6:07 p.m.

Approved to be the correct Minutes of the Board of Directors of July 8, 2024.

ATTESTED:

Pamela Fanelli, CMA, CGFM
Secretary/Treasurer

Stephanie Russo Baca, Madam Chair
MRGCD Board of Directors

Stephanie Russo Baca Board Reports 7.8.24

Report on the Farmers for Future Farmers Meeting, June 11, 2024

This meeting took place at 4Daughters Land and Cattle. Discussions included El Vado Reservoir status and the upcoming tour of the Safety of Dams project. Meetings occur every second Tuesday of the month at 6 pm at 4Daughters Land and Cattle. (the day after the MRGCD Board Meeting). They are also looking to expand membership districtwide.

Report on the Corrales Siphon Informational Meeting, June 12, 2024

Please follow link to the recording: <https://www.mrgcd.com/2024/06/20/corrales-siphon-meeting-recording/>

On Monday, June 12, the MRGCD board and staff presented on the Corrales Siphon at the Corrales Council Chambers. This meeting was well attended, both in person and virtually.

Report on the Mid-Region Council of Governments (MRCOG) Meeting, June 13, 2024

Discussion of the FY 2024 Budget adjustment, approval of MRCOG FY 2025 Proposed budget, goals and objectives. There will be no meeting for July.

Report on the Centennial Committee Meeting, June 19, 2024

MRGCD is celebrating the Centennial of the district's creation. Great discussion about what events MRGCD should host or attend for the centennial celebration. There was also discussion of a photo contest instead of a poster contest to help collect photos from different periods and locations around the district.

Report on the Conservation Advisory Committee Meeting, June 20, 2024 – Cancelled NO REPORT

Report on the Bernalillo County Farmers/Irrigators Informational Meeting June 20th, 2024.

This was a well-attended informational meeting at the Durand Open Space. Mr. Casuga explained that this format was for questions from the attendees and not a formal presentation format and that he would answer all questions to the best of his ability or refer them to the appropriate staff. Topics of discussion included scheduling irrigation, the status of El Vado Reservoir, and the conservation programs available to irrigators and landowners.

Report on the El Vado Site Visit & Tour Safety of Dam Project, June 25-26, 2024

The tour began with a visit to El Vado Reservoir, a discussion of the project summary, and then a visit to Heron Reservoir and Azotea Portal. The next day was the remainder of the tour of the San Juan-Chama Project, including visits to the Blanco Diversion Dam, Little Oso Diversion Dam, and Oso Diversion Dam. Please see the attached pictures. There were many MRGCD employees, members of the public, and individuals from the Bureau of Reclamation.

Report on the Legislative Committee Meeting, July 1, 2024

There was a discussion regarding the special and regular sessions of 2025. The Legislative Session is from January 2, 2025, to March 22, 2025. There was discussion about what will be expected during next year's legislative session, including the MRGCD elections and the LEA.

Report on the Urban Issues Committee Meeting, July 3, 2024

There was much discussion regarding the use of electric-assisted bicycles (E-Bikes) and powered micromobility devices on MRGCD lands and facilities. No decisions were made, and the committee found it important to have additional public discussion.

Pictures from the El Vado and Safety of Dams Tour



"APPENDIX"



"APPENDIX"



"APPENDIX"





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: August 05, 2024

RE: M.R.G.C.D. Executed Licenses for July 2024

1. 193-2024 – License with Public Service Company of New Mexico to install and maintain a parallel utility within the outer westerly 5' of the Duranes Acequia right-of way.
2. 106-2024 – License with Sandoval County Public Works to install and maintain a ribbon curb with erosion protection within the Albuquerque Main Canal right-of way.
3. 214-2024 – Special Use License with Elite Communications and Construction LLC. To install a buried sewer line within the Chical right-of-way.
4. 361-2023 – License with Ne Mexico Gas Company to install and maintain a buried utility crossing within the Atrisco Riverside Drain, Floodway, and Albuquerque Riverside Drain right-of-way.
5. 025-2024 – License with Vexus Fiber to install and maintain a buried utility crossing within the Griegos Interior Drain right-of-way.
6. 223-2024 _AMD1(009-2023) –Amendment to extend the expiration date to August 15, 2024, for the Special Use License with AUI, Inc. to implement the raw water intake screen system improvements for the Albuquerque Bernalillo County Water Utility Authority within the Atrisco Feeder right-of-way.
7. 218-2024 – License to maintain an existing 60" Ø X 30' CMP culvert crossing within the Los Padillas Acequia right-of-way, to serve MRGCD Map 57, Tract 1A2A1, 1A2B, 1A2C, 2B2 & 1A2B, in the care of current owner(s) and its successors and or assigns.
8. 190-2024 – License with Comcast of New Mexico to install and maintain an aerial utility crossing within the Duranes Acequia right-of-way.
9. 191-2024 – License with Public Service Company of New Mexico to install and maintain a parallel aerial utility within the outer 5' of the Duranes Acequia right-of-way.
10. 216-2024 _AMD1(140-2024) – Amendment to include additional research areas per the attached updated proposal and exhibit maps: Rio Grande Bosque and immediately adjacent drains and feeders in Sandoval County, for Special Use License with Herpetological Conservation, LLC. To conduct surveys of Northern Leopard Frogs (*Lithobates pipiens*) in the Rio Grande bosque and immediately adjacent riverside drains and feeders in Valencia and Socorro Counties.

11. 346-2023 – License to maintain an existing 72 W” X 48” H X 30’L CMP culvert crossing within the Corrales Main Canal right-of-way to serve MRGCD Map 16, Tract 146 & 147, in the care of current owner(s) and its successors and or assigns.
12. 220-2024 – Special Use License with Star Paving Co., to install a 36” CMP with a flap gate from the new pond to the San Jose Interior Drain.
13. 243-2024 – Special Use License with Legacy Tree Co., to access the Alameda Interior Drain right-of-way to perform contracted tree work to include tree removal and tree pruning with heavy equipment.
14. 250-2024_AMD1(261-2021) – Amendment to reflect the change of ownership for an existing 48” Ø X 32’ CMP culvert crossing within the Alameda Lateral right-of-way to serve MRGCD Map 23, Tract 116, in the care of current owner(s) and or assigns.
15. 008-2024_AMD1(022-2023) – Amendment to include construction access to the project site via the western ditch bank of the San Juan Main Canal, station 223+00± to 250+00± as depicted on the attached exhibit, and to extend the expiration date to December 31, 2025, for Special Use License with Quanta Infrastructure Solutions Group, LLC. To use the District right-of ways to construct an aerial transmission line crossing and associated structures, per the agreements listed in the attached table, and within the listed right-of ways.

MIDDLE RIO GRANDE CONSERVANCY DISTRICT

PROCEDURE TO ENFORCE THE WATER DISTRIBUTION POLICY

THE PURPOSE OF THIS PROCEDURE IS TO SUPPORT STAFF IN THE INCREMENTAL ENFORCEMENT OF THE MIDDLE RIO GRANDE CONSERVANCY DISTRICT (MRGCD) WATER DISTRIBUTION POLICY (THE POLICY). THE POLICY WAS ESTABLISHED AND ADOPTED BY THE MRGCD BOARD OF DIRECTORS AS OF JUNE 25, 2012, AS MODIFIED AS OF AUGUST 10, 2020. THE POLICY IS INTENDED TO PROMOTE THE FAIR, EFFECTIVE, EFFICIENT, AND EQUITABLE DISTRIBUTION OF WATER TO NON-PUEBLO IRRIGATORS WITHIN THE BOUNDARIES OF THE MRGCD.

NEITHER THE POLICY NOR ITS ENFORCEMENT SHALL BE USED TO MAKE ANY DETERMINATION OF THE STATUS OF LAND OWNERSHIP, OR OWNERSHIP OF A WATER RIGHT, OR AS A LIMITATION OF BENEFICIAL USE, OR AS AN INDICATION OF ABANDONMENT OR FORFEITURE OF A WATER RIGHT. THE POLICY DOES NOT MODIFY THE WATER, IRRIGATION OR PROPERTY RIGHTS OF THE SIX MIDDLE RIO GRANDE PUEBLOS ("PUEBLOS") NOR DOES IT MODIFY THE LEGAL RELATIONSHIP BETWEEN THE MRGCD AND ANY FEDERAL AGENCY. IN THE EVENT OF A CONFLICT BETWEEN AN APPLICABLE FEDERAL OR STATE LAW, REGULATION, OR POLICY, OR CONTRACTUAL OBLIGATION OF THE MRGCD AND THE POLICY, SUCH LAW, REGULATION, POLICY, OR CONTRACTUAL OBLIGATION, SHALL CONTROL. IN THE EVENT OF A CONFLICT BETWEEN THE POLICY AND A MORE SPECIFIC MRGCD POLICY RELATING TO ANOTHER SUBJECT, THE MORE SPECIFIC POLICY SHALL CONTROL. MATTER, SUCH AS THE WATER BANK POLICY, THE MORE SPECIFIC PROVISION SHALL CONTROL.

PREPARED BY:
CONSERVATION PROGRAM
WATER DISTRIBUTION DIVISION

Water Waste and Efficiency Violations

STEP 1: METHOD FOR ASSESSING VIOLATIONS OF THE POLICY

An Irrigation Systems Operator (ISO) who, based upon the ISO's experience and training, in good faith believes that the Policy has been violated through observation or reliance on other evidence will submit an incident report no later than three (3) days from the date that the ISO observes or is aware of the potential Policy violation. Upon receipt of an incident report, MRGCD staff will investigate the incident. The Irrigation Systems Supervisor (ISS), with support from the Division Clerk, will review the incident report and supporting evidence and documentation, and will verify that based upon the preponderance of evidence contained in the incident report, there is a violation of the Policy. An incident determined by the ISS to be a violation of Policy may be addressed by the ISO and ISS through a Verbal Warning issued to the water user. Otherwise, the Conservation Program Manager and Water Distribution Manager will conduct a review to determine the appropriate action as described in Step 3. Where the preponderance of the evidence establishes a water waste and efficiency violation, the violation will be classified as one of following:

Class 1 – Violation as a result of Operational Negligence – Defined as a misuse, or lack of physical oversight of irrigation infrastructure and/or land during active irrigation resulting in damage to private or MRGCD property, inefficiency, and/or waste of water.

Class 2 – Violation as a result of Poor On-Farm Infrastructure Maintenance and/or Design – Defined as a waste of water or inefficiency due to poorly maintained and/or defective On-Farm water delivery systems which may include but are not limited to 1) poorly maintained, damaged, or defective turnouts 2) poorly maintained, damaged, or defective ditches 3) poorly maintained, damaged, or defective pipelines and/or 4) other poorly maintained, damaged, or defective infrastructure, which may result in the inability of the water user to fully irrigate at least one (1) acre per hour under normal irrigation conditions.

Class 3 – Violation as a result of Poor Field Conditions – Defined as a waste of water or inefficiency due to improperly prepared or poorly maintained field conditions which may include but are not limited to 1) insufficient field borders 2) insufficient or excessive field slope and/or 3) debris, which may result in the inability of the water user to fully irrigate at least one (1) acre per hour under normal irrigation conditions.

Class 4 – Violation as a result of Unforeseen Events – Defined as a waste of water or inefficiency due to an event or series of events that could not have been mitigated or avoided by the water user prior to the incident.

STEP 2: METHOD FOR ASSESSING THE TIER OF THE VIOLATION

Once the incident has been investigated, verified as a violation of Policy, and classified according to Step 1, MRGCD staff will consider violation history and assign a Tier to the violation based upon the below criteria.

Tier 1 – Isolated Incident – Defined as the first time the water user has violated the Policy in the last two years.

Tier 2 – Recurring Incident – Defined as a repeated violation of the Policy by the water user in the last two years and where the water user was informed (put on Notice) of the initial incident by an MRGCD staff member and has voluntarily taken good faith steps to mitigate the cause of the violation.

Tier 3 – Bad Faith Incident – Defined as a repeated violation of the Policy in the last two years where the water user was informed (put on Notice) of the initial and any subsequent violations by an MRGCD staff member but has not taken any reasonable steps towards remedying the cause of the violation.

STEP 3: THE PROCEDURE FOR DETERMINING ACTIONS

Once MRGCD staff has assigned a Class and a Tier to the violation, the policy violation chart, below, will be used by MRGCD staff to determine the appropriate action based upon application of information provided in the policy violation chart. For Tier 1 and 2 violations, the chart emphasizes corrections over punitive measures. Tier 3 applies to circumstances where repeated violations and where prior warnings have been issued to the water user, and the water user has made no reasonable efforts to make substantive improvement(s) to correct violations. Modifications of the policy violation chart may be proposed by MRGCD staff for consideration by the MRGCD Board of Directors. The potential actions to be taken by MRGCD in the event of a violation are as follows.

- No Action - does not qualify as a violation or there is insufficient evidence.
- Verbal Warning - is issued for an isolated incident depending on the class and tier of a violation.
- Warning Notice - is issued for an isolated or recurring incident depending on the class and tier of a violation.
- Notice of Violation - is issued for isolated, recurring, or bad faith incidents depending on the class and tier of a violation.

WATER WASTE AND EFFICIENCY POLICY VIOLATION CHART

Policy VIOLATION	CLASS 1 Operational Negligence	CLASS 2 Poor On-Farm Infrastructure Maintenance or Design	CLASS 3 Poor Field Conditions	CLASS 4 Unforeseen Events
TIER 1 Isolated Incident	<ul style="list-style-type: none"> Incident Report provided by ISO w/ documentation. Verbal Warning issued to water user by ISO/ISS. Request for water user to make voluntary corrections. 	<ul style="list-style-type: none"> Incident Report provided by ISO w/ documentation. Warning Notice issued to water user. Request for water user to make voluntary corrections. Recommend an On-Farm infrastructure review by MRGCD staff. 	<ul style="list-style-type: none"> Incident Report provided by ISO w/ documentation. Warning Notice issued to water user. Request for water user to make voluntary corrections. Recommend a field review by MRGCD staff. 	<ul style="list-style-type: none"> Incident Report provided by ISO w/ documentation. Verbal Warning issued to water user by ISO/ISS. Request for water user to make voluntary corrections.
TIER 2 Recurring Incident	<ul style="list-style-type: none"> Incident Report provided by ISO w/ documentation. Warning Notice issued to water user. Request for water user to make voluntary corrections. Recommend review of irrigation practices by MRGCD staff. 	<ul style="list-style-type: none"> Incident Report provided by ISO w/ documentation. Notice of Violation issued to water user including violation history. Mandatory On-Farm infrastructure review by MRGCD staff. Corrective action(s) provided to water user by MRGCD staff w/ timeline for improvements. 	<ul style="list-style-type: none"> Incident Report provided by ISO with documentation. Notice of Violation issued to water user including violation history. Mandatory field review by MRGCD staff. Corrective action(s) provided to water user by MRGCD staff w/ timeline for improvements. 	<ul style="list-style-type: none"> Incident Report provided by ISO w/ documentation. Warning Notice issued to water user. Request for water user to make voluntary corrections.
TIER 3 Bad Faith Incident	<ul style="list-style-type: none"> Incident Report provided by ISO w/ documentation. Notice of Violation issued to water user including violation history. Mandatory review of irrigation practices by MRGCD staff. Corrective action(s) provided to water user by MRGCD staff w/ timeline for improvements. Potential suspension of delivery if water user does not adhere to corrective action(s). 	<ul style="list-style-type: none"> Incident Report provided by ISO w/ documentation. Notice of Violation issued to water user including violation history. Water user is limited to strict hour per acre irrigation schedule if water user has not taken any good faith steps to improve on-farm infrastructure. 	<ul style="list-style-type: none"> Incident Report provided by ISO with documentation. Notice of Violation issued to water user including violation history. Water user is limited to strict hour per acre irrigation schedule if water user has not taken any good faith steps to improve the field conditions. 	<ul style="list-style-type: none"> Incident report provided by ISO w/ documentation. Notice of Violation issued to water user including violation history. Event(s) is no longer unforeseen, reclassify event to Class 1-3.

Notice of an action shall be made upon the water user either personally or by mailing a copy of the notice, postage prepaid, to the water user at the address as shown the records of the MRGCD.

Procedure for Routine Violations

STEP 1: IDENTIFICATION OF THE TYPE OF VIOLATION

An Irrigation Systems Operator (ISO) who, based upon the ISO's experience and training, in good faith believes that the Policy has been violated through observation or reliance on other evidence will submit an incident report no later than three (3) days from the date that the ISO observes or is aware of the potential Policy violation. Upon receipt of an incident report, MRGCD staff will investigate the incident. The Irrigation Systems Supervisor (ISS), with support from the Division Clerk, will review the incident report and supporting evidence and documentation, and will verify that based upon the preponderance of evidence contained in the incident report, there is a violation of the Policy. An incident determined by the ISS to be a violation of Policy may be addressed by the ISO and ISS through a Verbal Warning issued to the water user. Otherwise, the Conservation Program Manager and Water Distribution Manager will conduct a review to determine the appropriate action as described in Step 3. Where the preponderance of the evidence establishes a water waste and efficiency violation, the violation will be classified as one of following:

- **Unauthorized Irrigation-** unapproved/unscheduled use of a turnout or check structure and/or delinquent in the payment of MRGCD assessments, water service charges, or other fees, including properties that are receiving water, but are not being billed for water service.
- **Unauthorized Pumping-** unlicensed/ unscheduled pumping from MRGCD drains and canals.
- **Unauthorized Modification of Irrigation Structures-** altering, or causing to be altered, either temporarily or permanently any MRGCD structure without written approval and specification by MRGCD Engineering Manager.
- **Illegal Irrigation-** irrigation of lands from which water rights have been sold, severed, or transferred according to OSE records.
- **WaterBank/ Alternate Curtailment Location Violations-** irrigating under curtailment, failure to allow MRGCD to inspect WaterBank or ACL property, or any other violation of MRGCD Revised Rule No. 23

STEP 2: METHOD FOR ASSESSING THE TIER OF THE VIOLATION

Once the incident has been investigated, verified as a violation of Policy, and classified according to Step 1, MRGCD staff will consider violation history and assign a Tier to the violation based upon the below criteria.

Tier 1 – Isolated Incident – Defined as the first time the water user has violated the Policy in the last two years.

Tier 2 – Recurring Incident – Defined as a repeated violation of the Policy in the last two years when the water user had been informed (put on Notice) of the initial incident.

Tier 3 – Bad Faith Incident – Defined as when the water user has been guilty of repeated violations of the Policy in the last two years and when the water user was informed (put on Notice) of the initial and any subsequent violations by a MRGCD staff member.

STEP 3: METHOD FOR DETERMINING ACTIONS

Once MRGCD staff has assigned a Class and a Tier to the violation, the Policy Violation Chart provided below will be used by MRGCD staff to determine the appropriate action based upon application of the information provided by the policy violation chart. For Tier 1 and 2 violations, the chart emphasizes corrections over punitive measures. Tier 3 applies to circumstances where repeated violations and where warnings have been issued to the water user, and the water user has made no reasonable efforts to make substantive improvement(s) to correct violations. Modifications of the policy violation chart may be proposed by MRGCD staff for consideration by the MRGCD Board of Directors. The potential actions to be taken by MRGCD in the event of a violation are as follows.

- No Action - does not qualify as a violation or there is insufficient documentation.
- Verbal Warning - is issued for an isolated incident depending on the type and tier of a violation.
- Warning Notice - is issued for an isolated or recurring incident depending on the type and tier of a violation.
- Notice of Violation - is issued for isolated, recurring, or bad faith incidents depending on the type and tier of a violation.

ROUTINE VIOLATIONS POLICY VIOLATION CHART

Policy VIOLATION	Unauthorized Irrigation	Unauthorized Pumping	Unauthorized Modification Of Water Control Structures	Illegal Irrigation	WaterBank ACL Violations
TIER 1 Isolated Incident	<ul style="list-style-type: none"> Incident Report provided by ISO w/ documentation. ISO will make a reasonable attempt to immediately contact the responsible water user. Verbal Warning issued to water user by ISO/ISS. Turnout may be closed and will be tagged. ISO/ISS determine if turnout should be temporarily locked. Turnout will be locked for no bill or delinquent properties until fees paid. 	<ul style="list-style-type: none"> Incident Report provided by ISO w/ documentation. Verbal Warning issued to water user by ISO/ISS. ISO/ISS will refer water user to licensing staff for application. 	<ul style="list-style-type: none"> Incident Report provided by ISO w/ documentation. Verbal Warning issued to water user. Recommend review by MRGCD Engineering staff. MRGCD to restore structure to original conditions. 	<ul style="list-style-type: none"> Incident Report provided by ISO w/ documentation. Written Notice issued to water user allowing 15 days to provide proof of water source. Turnout locked if proof of water source/right not provided. 	<ul style="list-style-type: none"> Incident Report provided by ISO w/ documentation. Notice of Violation issued to water user. Lessee to pay double fees for subsequent lease. Possible termination of lease agreement. Failure to allow inspections results in suspension of water delivery.
TIER 2 Recurring Incident	<ul style="list-style-type: none"> Incident Report provided by ISO w/ documentation. Warning Notice issued to water user including violation history. Turnout must be locked except for scheduled irrigation events. 	<ul style="list-style-type: none"> Incident Report provided by ISO w/ documentation. Warning Notice issued to water user including violation history. MRGCD staff will refer water user to licensing staff for application. 	<ul style="list-style-type: none"> Incident Report provided by ISO w/ documentation. Warning Notice issued to water user including violation history. Mandatory review with MRGCD Engineering. MRGCD to restore structure to safe design capacity. 	<ul style="list-style-type: none"> Incident Report provided by ISO w/ documentation. Written Notice issued to water user including violation history. Turnout welded shut or buried. Referral to OSE. 	<ul style="list-style-type: none"> Incident Report provided by ISO w/ documentation. Notice of Violation issued to water user including violation history. Termination of lease agreement.
TIER 3 Bad Faith Incident	<ul style="list-style-type: none"> Incident Report provided by ISO w/ documentation. Notice of Violation issued to water user including violation history. Turnout can be locked, welded, buried, or removed. Water delivery is suspended if the water user does not take any good faith steps to correct violations. 	<ul style="list-style-type: none"> Incident Report provided by ISO w/ documentation. Notice of Violation issued to water user including violation history. Removal of pumping equipment in r/w. Referral to authorities, law enforcement, and/or OSE. 	<ul style="list-style-type: none"> Incident Report provided by ISO w/ documentation. Notice of Violation issued to water user including violation history. Mandatory review with MRGCD Engineering. Referral to authorities, and/or law enforcement. 	<ul style="list-style-type: none"> Incident Report provided by ISO w/ documentation. Written notice issued to water user including violation history. Turnout removed. Referral to OSE. Water user responsible for cost of future replacement if a water right is restored. 	

Notice of an action shall be made upon the water user either personally or by mailing a copy of the notice, postage prepaid, to the water user at the address as shown the records of the MRGCD.

APPEALS COMMITTEE

An Appeals Committee consisting of three (3) MRGCD staff who are qualified by experience and training to pass upon matters pertaining to the Policy shall review (1) any finding of a violation of the Policy and/or (2) any action that follows the finding of a violation of the Policy. The Appeals Committee shall render a decision sustaining or reversing any finding of a violation of the Policy and/or any action that follows the finding of a violation of the Policy in writing to the appellant with a duplicate copy to the Board of Directors.

An application for an appeal must be made in writing to the CE/CEO of the MRGCD and shall include an administrative fee of \$100.00 payable to the MRGCD. The application for an appeal must be made within 15 days of the date the water user was issued a notice of violation or notice of action. The Appeals Committee's decision may be appealed within ten days to MRGCD Board of Directors, and any decision of the Appeals Committee shall be stayed until the Board of Directors' final decision is rendered.

APPEAL TO THE MRGCD BOARD OF DIRECTORS

Any appeal to the Board of Directors shall be heard and decided within forty-five (45) days of notice of an appeal, unless the water user and the Board of Directors mutually agree to extend such time.

**MEMORANDUM OF UNDERSTANDING
BETWEEN MIDDLE RIO GRANDE CONSERVANCY DISTRICT AND LA JOYA ACEQUIA
DEFINING AREAS OF COOPERATION FOR THE CONSIDERATION OF THE LA JOYA
ACEQUIA REJOINING THE MIDDLE RIO GRANDE CONSERVANCY DISTRICT**

This Memorandum of Understanding (“MOU”) is made and entered into as of _____, 2024 (“Effective Date”) by and between the Middle Rio Grande Conservancy District (“MRGCD”) and the La Joya Acequia (“Acequia”). The above parties are referred to herein individually as a “Party” and collectively referred to as the “Parties.”

THIS MOU SUMMARIZES THE PARTIES’ DUE DILIGENCE UNDERTAKINGS WITH RESPECT TO THE PRINCIPAL TERMS OF A PROPOSED RELATIONSHIP BETWEEN THE PARTIES WHEREIN THE LA JOYA ACEQUIA WOULD REJOIN THE MRGCD. THIS MOU IS FOR DISCUSSION PURPOSES ONLY; AND THIS MOU IS NOT INTENDED TO BE BINDING ON EITHER PARTY AND IS NOT A LEGALLY-ENFORCEABLE AGREEMENT, AND NEITHER PARTY SHALL HAVE ANY LEGAL OBLIGATION TO THE OTHER PARTY UNLESS AND UNTIL A DEFINITIVE AGREEMENT IS SIGNED BY THE PARTIES. THIS MOU SHALL NOT BE CONSTRUED IN ANY MANNER TO BE AN OBLIGATION TO ENTER INTO A DEFINITIVE AGREEMENT. ANY AND ALL COSTS OR EXPENSES INCURRED BY EITHER PARTY ARISING FROM ITS ACTIVITIES UNDER THIS MOU SHALL BE BORNE BY THE PARTY THAT INCURRED THE SAME, AND NEITHER PARTY SHALL BE LIABLE OR OBLIGATED TO THE OTHER PARTY FOR SUCH COSTS OR EXPENSES. IT IS UNDERSTOOD THAT ANY DEFINITIVE AGREEMENT IS SUBJECT TO THE NEGOTIATION OF MUTUALLY-ACCEPTABLE TERMS, WILL REQUIRE APPROVAL BY APPROPRIATE LEVELS OF EACH PARTY’S RESPECTIVE ORGANIZATION, AND MUST BE DULY EXECUTED BY REPRESENTATIVES HAVING AUTHORITY FOR SUCH EXECUTION.

RECITALS

WHEREAS, on August 15, 1928, the Conservancy Court approved the Official Plan of the MRGCD;

WHEREAS, on December 18, 1928, the Board of Appraisers appointed by the Conservancy Court completed its appraisal report of the lands benefitted by the Official Plan and filed it with the Court under original (MRGCD) case No. 14157, which included the communities of Contreras and La Joya that contain the lands of the Acequia;

- 58 1. **Acequia Actions.** To the extent known to or in the Acequia’s possession, the Acequia agrees, either
59 solely or working jointly with the MRGCD, to provide:
- 60 a. A map or map series showing the following:
- 61 i. The boundaries of the current legal properties that the Acequia proposes to be part of the
62 MRGCD benefitted area (“Proposed Tracts”) for MRGCD Property Maps 134 through
63 145, excluding those maps whose properties are exclusively on the west side of the Rio
64 Grande, being Maps 136, 137, 140, and 142.
- 65 ii. The boundaries of the current legal properties as assessed by the County Assessor of
66 Socorro County that were originally approved under the original 1928 appraisal report of
67 the benefitted lands prior to the exclusion of certain lands by the order of the Court on
68 behalf of the Acequia (“Appraised Tracts”).
- 69 iii. The existing rights-of-way and/or easements of the irrigation system of the Acequia with
70 pertinent infrastructure depicted, including check structures, turnouts, crossings, piped
71 sections, access points, gates, O&M features, and areas of known issues and/or concerns.
- 72 iv. The existing rights-of-way owned by the MRGCD, to include the Lower San Juan
73 Riverside Drain, the Lower San Juan Riverside Drain Extension, the La Joya Riverside
74 Drain, the Maes Arroyo, the Salas Arroyo, and the Los Alamos Arroyo.
- 75 v. Existing livestock crossings, watering locations and other pertinent uses of the Acequia.
- 76 vi. Identification of individual properties, acreage irrigated, status under cultivation or
77 currently fallowed to which the MRGCD will be obligated to provide available water that
78 may be a subset of the Proposed Tracts (“Irrigated Tracts”).
- 79 vii. The MRGCD Map Index, Highway 304, the Sevilleta National and La Joya Wildlife Area
80 Boundaries, other public and private roads and known landmarks and adjacent lands.

- b. A table that references the map(s) and includes the following:
- i. A list of the Proposed Tracts that would be subject to ad valorem property assessments by the County.
 - ii. A list of the Irrigated Tracts that would be subject to MRGCD deliveries of water and be assessed MRGCD Water Service Charges by the MRGCD.
 - iii. A list of the Appraised Tracts that the Acequia believes should not be subject to ad valorem property assessment and the reason for such rejection of the original approved appraisal of benefits, e.g., waterlogged lands, unimproved lands, etc.
 - iv. A list of the Proposed Tracts specifying any acreage subject to easements, conservation or otherwise, in favor of other parties or has been dedicated as wetlands or other use by some third party.
 - v. A list of the Appraised Tracts where the surface water rights have been severed by permit from the Office of the State Engineer, the permit number and the acreage severed.
 - vi. The current assessed value of both the Appraised Tracts and the Proposed Tracts of the Acequia, showing reductions for green belt exemption, veteran's exemption, and any other exemptions that could impact ad valorem levy assessments.
 - vii. For reference, the 2024 ad valorem property assessment of both the Appraised Tracts and the Proposed Tracts that the County Assessor would impose if the Acequia is incorporated into the MRGCD is based on the current mill rates for residential and non-residential property, 6.069 and 7.333, respectively.
 - viii. For reference, the calculated consumptive use volume for the acreage each Irrigated Tract is based on a rate of 3 acre-feet diversion and 2.1 acre-feet consumptive use.

ix. For reference, the calculated water service charge for each Irrigated Tract is based on MRGCD's water service charge rate per acre, currently \$51.25.

x. A total for each item included in the table, i.e., total irrigated acres, total consumptive use, total ad valorem assessments, and total water service charges for both the Irrigated Tracts and the Assessed Tracts.

c. All existing design/development survey and engineering drawings or studies, maintenance records and cost reports pertaining to the Acequia and current irrigation infrastructure.

2. **MRGCD Actions.** MRGCD Agrees to provide:

- a. A list of the original MRGCD Appraised Tracts approved by the Conservancy Court.
- b. Copies of the historic MRGCD Property maps and any Plats or surveys that correspond to the Appraised Tracts and the Proposed Tracts and in the general area that are in the possession of the MRGCD.
- c. Rights-of-Way of Record for the area owned by MRGCD.
- d. An analysis of Appraised Tracts rejected or excluded by the Acequia to determine if benefits could be improved if drainage improvements are made by the MRGCD as Proposed Tracts.
- e. An analysis of the financial impact for each Tract of land that benefits from the existing irrigation canal and riverside drain and/or would benefit if drainage improvements are made by the MRGCD for Ad Valorem and Water Service Charges.

3. **Parties' Actions.** MRGCD and the Acequia agree to:

- a. Jointly develop a process that maximizes the number of acres that can be irrigated. By way of example, such process would contemplate that the above-mentioned maps may include, in

addition to currently-irrigable lands, any areas that are not currently suitable for irrigation because of water logging or a high-water table (“water-logged lands”) and any lands currently needing ditch works or other improvements necessary for irrigation.

- b. Identify areas of the San Juan Riverside Drain and/or the Acequia irrigation system that can be considered for development or improvement by the MRGCD to better service the Acequia lands.
- c. Complete a maintenance and infrastructure inventory and workplan, identifying any drainage and other improvements that should be made.
- d. For each Tract, estimate the per acre charge resulting from the Acequia rejoining the MRGCD.

4. General Provisions

- a. **Termination.** The Parties retain the right to terminate this Agreement with 30-day written notice of termination to the other party. Any termination of this MOU shall be done in good faith.
- b. **Other Agreements.** Nothing in this MOU alters the 1936 Memorandum of Agreement and the 1977 Memorandum of Agreement, and the fee structure set in the 2017 Resolution for La Joya Acequia Agreement 2017 to 2019 Irrigation Seasons and Beyond, which shall remain in full force and effect.
- c. **Entirety of Understanding.** This MOU sets forth the intent of the Parties to discuss entering into a definitive agreement. A definitive agreement, once effective, will supersede this MOU. Unless otherwise agreed by the Parties, this MOU will expire three years from the Effective Date if not previously superseded by a definitive agreement. Any modifications to this MOU shall be done in writing and signed by both Parties.

150
151 **DATED AND RESOLVED** this _____ day of _____, 2024.

152 **MIDDLE RIO GRANDE CONSERVANCY DISTRICT**

153 By _____
154 Stephanie Russo Baca, Chair
155

156 Attest:

157 By _____
158 Pamela Fanelli, CMA, CGFM
159 Secretary-Treasurer/CFO
160

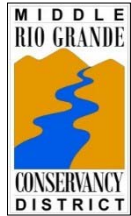
161
162 **LA JOYA ACEQUIA**

163
164 By _____
165 Thomas Abeyta, Commissioner
166

167 By _____
168 Bernadette Sinclair, Commissioner
169

170 By _____
171 Charles Gabaldon, Commissioner
172

173 By _____
174 Matthew Saiz, Majordomo
175



Memorandum

To: MRGCD Chair Russo Baca and Board of Directors

Through: Jason M. Casuga, Chief Engineer/CEO

From: Human Resources

Date: August 12, 2024

Re: Introduction of New Hires and Job/Title Changes

Albuquerque Division

EMMANUEL	RODRIGUEZ	FIELD MAINTENANCE TECHNICIAN	07/22/2024
PAMELA	SANCHEZ	DIVISION CLERK	08/05/2024
SAMUEL	PALSCE	MEDIUM EQUIPMENT OPERATOR	08/05/2024

Belen Division

CODY	RUSSELL	HEAVY EQUIPMENT OPERATOR	07/22/2024 PROMOTION
JACOB	LOPEZ	SERVICE TECHNICIAN	07/22/2024 JOB/TITLE CHANGE
JOHN	STUMP	HEAVY EQUIPMENT OPERATOR	08/05/2024 JOB/TITLE CHANGE

General Office

ASHLEY	ZAMORA	HR COORDINATOR	07/22/2024 JOB/TITLE CHANGE
CRISTIAN	JIMENEZ MARIN	PAYROLL AND AP COORDINATOR	08/05/2024 PROMOTION

Equipment Repair & Transportation

CLU	PICARD	FACILITIES SUPPORT TECHNICIAN	08/19/2024
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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: August 2, 2024

Re: Peralta Outfall Automatic Control Gates

MRGCD staff is requesting approval of the purchase of two (2) Automated Water Control Gates for the Peralta Outfall project. The total cost of both gates including automation is \$74,380.81 including labor tax & shipping. This was formally bid out in compliance with the NM State Procurement Code. Request for Bid was advertised on 7/18/24 and 7/25/24. Three (3) bid packets were sent out to qualified vendors and one bid was received as follows;

VENDOR	GRAND TOTAL
RUBICON WATER	\$74,380.81

After thorough review, MRGCD staff hereby recommends award to Rubicon Water in the amount of \$74,380.81 including labor tax & shipping. Funding for this purchase is made possible through MRGCD's Cooperative Agreement with the Bureau of Reclamation and the National Fish and Wildlife Foundation.

1 **RESOLUTION OF THE BOARD OF DIRECTORS**
2 **OF THE MIDDLE RIO GRANDE CONSERVANCY DISTRICT**
3 **AUTHORIZING ACCEPTANCE OF THE WATERSMART: DROUGHT RESILIENCY**
4 **PROGRAM GRANT (NOF No. R24AS00007) THROUGH THE U.S. BUREAU OF**
5 **RECLAMATION FOR THE CONSTRUCTION OF THE FEEDER NO.3 PUMP STATION IN**
6 **SOUTHERN VALENCIA COUNTY – WEST SIDE BELEN DIVISION**
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M-08-12-24-211

WHEREAS, the Board of Directors of the Middle Rio Grande Conservancy District adopted Resolution No. M-08-08-22-191 authorizing and approving submission of a completed application for financial assistance and project approval to the U.S. Bureau of Reclamation (Reclamation) for the construction of a pump station located at the bottom of Feeder No.3 in southern Valencia County to augment water supply to several canals and laterals that support approximately 4,500 acres of agriculture; and

WHEREAS, the U.S. Bureau of Reclamation has recommended and approved the funding award; and

WHEREAS, the approved funding structure consists of a \$2,500,000 grant; and

WHEREAS, the grant award expires October 2027 based on the award date; and

WHEREAS, a 50% match is required as part of the grant funding structure; and

WHEREAS, the District does hereby commit to being a cost share and local sponsor of the Drought Resiliency Program and will budget the cost share match in Fiscal Year 2026 and 2027 if the District is not awarded a matching grant; and

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE MIDDLE RIO GRANDE CONSERVANCY DISTRICT hereby accepts the U.S. Bureau of Reclamation WaterSmart Drought Resiliency Program Grant for the Construction of the Feeder No. 3 Pump Station in Southern Valencia County in the amount of \$2,500,000 and approves the required cash match in the amount of \$2,500,000 if the District is not awarded a matching grant; and approves that the CEO/Chief Engineer is hereby designated as the Middle Rio Grande Conservancy's representative on behalf of the U.S. Bureau of Reclamation WaterSmart Drought Resiliency Program.

PASSED, APPROVED AND ADOPTED this 12th day of August 2024.

MIDDLE RIO GRANDE CONSERVANCY DISTRICT

Stephanie Russo Baca, Chairwoman

ATTEST:

Pamela Fanelli, CFO/Secretary-Treasurer

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

3
4 **THE BOARD OF DIRECTORS INSTRUCTS STAFF TO SUBMIT AN APPLICATION FOR**
5 **FUNDS THROUGH THE WATER TRUST BOARD FOR CONSTRUCTION SERVICES FOR**
6 **THE MIDDLE RIO GRANDE CONSERVANCY DISTRICT FEEDER NO. 3 PUMP STATION**
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M-08-12-24-212

10 **WHEREAS**, *The Middle Rio Grande Conservancy District* ("District") is a qualified entity
11 through the Water Project Finance Act [72-4A-1 NMSA 1978] and the *Board of Directors*
12 ("Governing Body") has the authority to authorize public projects for the benefit of the District; and
13

14 **WHEREAS**, the Water Trust Board ("Board") has instituted a program for financing of
15 projects and has developed an application procedure whereby the Governing Body may submit
16 an application ("Application") for financial assistance from the Board for public projects; and
17

18 **WHEREAS**, the District has been awarded a WaterSmart grant through the Drought
19 resiliency program for \$2,500,000 for the construction of a pump station located at the bottom of
20 Feeder No. 3 in Valencia County to augment water supply to several canals and laterals that
21 support approximately 4,500 acres of agriculture; and

22 **WHEREAS**, a 50% match is required as a part of the grant funding; and
23

24 **WHEREAS**, the total cost of the project is expected to be \$8,500,000; and
25

26 **WHEREAS**, the Governing Body desires to file an application with the Water Trust Board
27 (the "Application") for construction services not covered by the WaterSmart Grant for the Middle
28 Rio Grande Conservancy District Feeder No. 3 Pump Station for \$6,000,000.
29

30 **NOW, THEREFORE, BE IT RESOLVED** that an Application to the New Mexico Water
31 Trust Board for funding in the 2025 Water Project Fund funding cycle is hereby authorized to be
32 filed. The project type falls under Water Storage, Conveyance, and Delivery and shall include
33 construction and construction management services for the Feeder No. 3 Pump Station Project.
34 The financial assistance requested by the Application is in the amount of \$6,000,000. The
35 District hereby authorizes a pledge in the amount of a 20% match for \$1,200,000 in support of
36 the Application. Be it further resolved:
37

- 38 1. That all action consistent with the provisions of this Resolution heretofore taken by the
39 Governing Body and its officers and employees relating to the Application and the
40 Project is hereby ratified, approved and confirmed.
- 41 2. That the Application authorized by the Governing Body, be and the same is hereby
42 approved and confirmed.
- 43 3. That the officers and employees of the Governing Body are hereby directed and
44 requested to submit the completed Application to the Board for its review and are further
45 authorized to take such other action as may be requested by the Board in its
46 consideration and review of the Application and to further proceed with arrangements
47 for financing the Project.
- 48 4. All acts and resolutions in conflict with this resolution are hereby rescinded, annulled,
49 and repealed.
- 50 5. This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 12th day of August 2024.

MIDDLE RIO GRANDE CONSERVANCY DISTRICT

Stephanie Russo Baca, Chair of the Board

ATTEST:

Pamela Fanelli, CMA, CGFM
Secretary-Treasurer/CFO

DRAFT

\$10,000,000
MIDDLE RIO GRANDE CONSERVANCY DISTRICT
WATER PROJECT FUND LOAN/GRANT
NO. WPF-6297

Closing Date: September 20, 2024

TRANSCRIPT OF PROCEEDINGS
INDEX

1. Open Meeting Act Resolution No. BD-01-08-24-57 adopted by the Borrower/Grantee on January 8, 2024
2. Resolution No. M-08-12-24-213 adopted on August 12, 2024, Notice of Meeting, Meeting Agenda, Minutes and Affidavits of Publication of Notices of Adoption of Resolution in the *Albuquerque Journal*, *El Defensor Chieftain* and *Valencia County News Bulletin*
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
Wiggins, Williams & Wiggins, PC – 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: September 20, 2024
Loan/Grant Amount: \$10,000,000
Project No. WPF-6297**

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

BD-01-08-24-57

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 8, 2024, 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 should 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 should 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's Board the 8th day of January 2024.

MIDDLE RIO GRANDE CONSERVANCY DISTRICT



Stephanie Russo Baca, Chair

ATTEST:



Pamela Fanelli, CMA, CGFM
Secretary-Treasurer/CFO

[illegible]

Present:

Board of Directors:

Absent:

Also Present:

[Remainder of page intentionally left blank.]

**MIDDLE RIO GRANDE CONSERVANCY DISTRICT,
BERNALILLO COUNTY, NEW MEXICO
RESOLUTION NO. M-08-12-24-213**

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 \$10,000,000, INCLUDING A LOAN IN THE AMOUNT OF \$1,000,000 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 PHASE II FOR LINING SOCORRO MAIN CANAL, 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, duly organized and existing conservancy district under and pursuant to the laws of the State and more specifically, the Conservancy Act, Sections 73-14-1 through 73-14-92, NMSA 1978, as amended, 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

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 6, Laws 2024, being House Bill 148 of the 2024 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

77 WHEREAS, the NMFA approved on May 30, 2024, that the Borrower/Grantee receive
78 financial assistance in the form of the Loan/Grant; and

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

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

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

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

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

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

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

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

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

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

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

119 “Additional Funding Amount” means the amount to be provided by the Borrower/Grantee
120 which includes the total value of the Soft Match or Hard Match (each as defined in Section 4.2 of
121 the Policies) which, in combination with the Loan/Grant Amount and other moneys available to
122 the Borrower/Grantee, is sufficient to complete the Project and to provide matching funds required
123 to complete the Project. The Additional Funding Amount is \$2,000,000

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

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

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

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

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

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

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

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

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

143 “NMFA” means the New Mexico Finance Authority.

144 “Generally Accepted Accounting Principles” means the officially established accounting
145 principles applicable to the Borrower/Grantee consisting of the statements, determinations and
146 other official pronouncements of the Government Accounting Standards Board, Financial
147 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 \$9,000,000.

“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 \$1,000,000.

“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 \$10,000,000.

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

“Pledged Revenues” means the Net Revenues 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.

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

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

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

194 “State” means the State of New Mexico.

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

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

205 “Useful Life” means the structural and material design life of the Project, including
206 planning and design features, as required by the Act and the Board Rules.

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

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

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

216 Section 3. Authorization of the Project and the Loan/Grant Agreement. The
217 acquisition and completion of the Project and the method of funding the Project through execution
218 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, 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 a majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the 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 \$9,000,000 and borrowing the Loan Amount of \$1,000,000 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 \$9,000,000 and the Loan shall be in the amount of \$1,000,000. 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

Chairman 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.]

345 *[Form of Notice of Adoption of Resolution for Publication]*

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

349 Notice is hereby given of the title and of a general summary of the subject matter contained
350 in Resolution No. M-08-12-24-213, duly adopted and approved by the Board of Directors of
351 Middle Rio Grande Conservancy District on August 12, 2024. A complete copy of the Resolution
352 is available for public inspection during normal and regular business hours in the office of the
353 Secretary/Treasurer at 1931 2nd Street SW, Albuquerque, New Mexico 87102.

354 The title of the Resolution is:

355 **MIDDLE RIO GRANDE CONSERVANCY DISTRICT,**
356 **BERNALILLO COUNTY, NEW MEXICO**
357 **RESOLUTION NO. M-08-12-24-213**

358 A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A
359 WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN
360 THE NEW MEXICO FINANCE AUTHORITY ("NMFA") AND THE MIDDLE
361 RIO GRANDE CONSERVANCY DISTRICT (THE
362 "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF \$10,000,000,
363 INCLUDING A LOAN IN THE AMOUNT OF \$1,000,000 EVIDENCING AN
364 OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE
365 LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING
366 THE COSTS OF DESIGN AND CONSTRUCTION OF PHASE II FOR LINING
367 SOCORRO MAIN CANAL, AND SOLELY IN THE MANNER DESCRIBED IN
368 THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND
369 PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE
370 SOLELY FROM THE NET SYSTEM REVENUES OF THE
371 BORROWER/GRANTEE; CERTIFYING THAT THE LOAN/GRANT
372 AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE
373 BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT;
374 APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE
375 LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE
376 TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS
377 RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN
378 CONNECTION WITH THE EXECUTION AND DELIVERY OF THE
379 LOAN/GRANT AGREEMENT.

380
381 A general summary of the subject matter of the Resolution is contained in its title. This
382 notice constitutes compliance with NMSA 1978, § 6-14-6, as amended.

383 *[End of Form of Notice of Adoption for Publication]*

PASSED, APPROVED AND ADOPTED THIS 12TH DAY OF AUGUST 2024.

**MIDDLE RIO GRANDE CONSERVANCY DISTRICT
BERNALILLO COUNTY, NEW MEXICO**

By _____
Stephanie Russo Baca, Chair of the Board

[SEAL]

ATTEST:

Pamela Fanelli, Secretary-Treasurer

[Remainder of page intentionally left blank.]

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

411
412 The motion to adopt the Resolution, upon being put to a vote, was passed and adopted on
413 the following recorded vote:

414
415 Those Voting Aye:

416 _____
417 _____
418 _____
419 _____
420 _____
421 _____
422 _____
423 _____

424 Those Voting Nay:

425 _____
426 _____
427 _____

428 Those Absent:

429 _____
430 _____

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

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

436 *[Remainder of page intentionally left blank.]*

MIDDLE RIO GRANDE CONSERVANCY DISTRICT
BERNALILLO COUNTY, NEW MEXICO

Stephanie Russo Baca, Chair of the Board

[SEAL]

ATTEST:

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 2nd Street SW, Albuquerque, New Mexico 87102, on August 12, 2024, at the hour of 3:00 p.m., insofar as the same relate to the adoption of Resolution No. M-08-12-24-213 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-01-08-24-57, adopted and approved on January 8, 2024, in effect on the date of the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of September 2024.

MIDDLE RIO GRANDE CONSERVANCY DISTRICT
BERNALILLO COUNTY, NEW MEXICO

Pamela Fanelli, Secretary-Treasurer

[SEAL]

EXHIBIT “A”

Notice of Meeting, Meeting Agenda and Minutes, if available and
Affidavit of Publication of Notice of Adoption of Resolution

\$10,000,000

**WATER PROJECT FUND
LOAN/GRANT AGREEMENT**

dated

September 20, 2024

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 September 20, 2024, 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”).

W I T N E S S E T H:

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 \$1,000,000 from the Lender/Grantor and to accept a grant in the amount of \$9,000,000 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 11, 2023, and January 3, 2024, 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 6, Laws 2024, being House Bill 148 of the 2024 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 30, 2024, 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 \$2,000,000.

“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 11, 2023, and the New Mexico Water Trust Board Readiness Application dated January 3, 2024, 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 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.

“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.

“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 \$9,000,000.

“Gross Revenues” means all income and revenues from whatever source derived, 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 from the special taxes and special assessments imposed by the Borrower/Grantee pursuant to the Conservancy Act that are authorized to be pledged to pay debts, liabilities and obligations of the Borrower/Grantee such as the Loan/Grant Agreement, 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 \$1,000,000.

“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 \$10,000,000.

“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 after deducting 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 Revenues of the Borrower/Grantee pledged to the payment of the Loan Amount and Administrative Fees pursuant to the Resolution and this 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) wastewater conveyance and treatment; (iv) restoration and management of watersheds; (v) flood prevention; or, (vi) 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-08-12-24-213 adopted by the Governing Body on August 12, 2024, 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 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 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 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) Reserved.

(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 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 conducted, 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, operate 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 operating condition and repair at all times during the Useful Life of the Project, so that the Project will function properly over the Useful Life of the Project; provided, that if any portion of the Project will be constructed, 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 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 December 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 2nd 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]

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the NMFA, on behalf of itself, has executed this Agreement, which was approved by the Water Trust Board on April 23, 2024, and by the NMFA's Board of Directors on May 30, 2024, 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 _____
Stephanie Russo Baca, Chairman of the Board
of Directors

[SEAL]

ATTEST:

By _____
Pamela Fanelli, Secretary/Treasurer

EXHIBIT “A”

TERM SHEET

**\$10,000,000 WATER PROJECT FUND LOAN/GRANT TO THE
MIDDLE RIO GRANDE CONSERVANCY DISTRICT,
BERNALILLO COUNTY, NEW MEXICO**

Project Description:	The Project is 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 Phase II for lining Socorro main canal 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:	\$9,000,000
Loan Amount:	\$1,000,000
Pledged Revenues:	“Pledged Revenues” means the Net System Revenues 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; NMED Loan No. CWSRF 058; NMFA Loan No. PPRF-6352
Outstanding Parity Obligations:	NMFA Loan No. WPF-853; NMFA Loan No. WPF-5675; NMFA Loan No. WPF-5970
Authorizing Legislation:	Borrower/Grantee Resolution No. M-08-12-24-213, adopted August 12, 2024
Additional Funding Amount:	\$2,000,000
Closing Date:	September 20, 2024
Project Account Amount:	\$10,000,000

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 Chairman 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 annual installments of principal pursuant to the attached debt service schedule, beginning June 1, 2027, and ending June 1, 2046. 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: \$10,000,000 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-6297

Closing Date: September 20, 2024

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 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: WPF-6297 Project Name: MRGCD Socorro Division Conveyance Improvement Phase II 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 \$2,000,000 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: \$10,000,000 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-6297

Closing Date: September 20, 2024

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-01-08-24-57 adopted by the Borrower/Grantee on January 8, 2024
2. Resolution No. M-08-12-24-213 adopted on August 12, 2024, Notice of Meeting, Meeting Agenda, Minutes and Affidavits of Publication of Notices of Adoption of Resolution in the *Albuquerque Journal*, *El Defensor Chieftain* and *Valencia County News Bulletin*
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)

\$10,000,000
MIDDLE RIO GRANDE CONSERVANCY DISTRICT,
BERNALILLO COUNTY, NEW MEXICO
WATER PROJECT FUND LOAN/GRANT
NO. WPF-6297

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

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-08-12-24-213 adopted by the Governing Body of the Borrower/Grantee on August 12, 2024 (the “Resolution”) unless otherwise defined in this Certificate or the context requires otherwise.

1. The Borrower/Grantee is a duly organized and existing conservancy district under the laws of the State of New Mexico.

2. From at least May 30, 2024, 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)
Colin T. Baugh
John P. Kelly
Glen Duggins
Michael T. Sandoval
Brian Jiron

Secretary-Treasurer/CFO Pamela Fanelli

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

2. Notices of adoption of the Resolution were published in English in the Albuquerque Journal, El Defensor Chieftain and Valencia County News Bulletin, newspapers qualified to publish legal notices that is of general circulation in Bernalillo, Valencia and Socorro Counties.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. To our knowledge and belief after due investigation, none of the Chairman, 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.

10. Regular meetings of the Borrower/Grantee's Governing Body and the meeting at which the Resolution was adopted have been held at 1931 2nd Street SW, Albuquerque, New Mexico 87102, the principal meeting place of the Borrower/Grantee.

11. 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 8, 2024, 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-01-08-24-57 which resolution was effective on August 12, 2024, and has not been amended, repealed or rescinded.

12. 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.

13. The Chairman 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.

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

15. This Certificate may be executed in counterparts.

[Signature page follows.]

WITNESS our signatures and the seal of the Borrower/Grantee this 20th day of September 2024.

MIDDLE RIO GRANDE CONSERVANCY DISTRICT
BERNALILLO COUNTY, NEW MEXICO

[SEAL]

Stephanie Russo Baca, Chair of the Board

Pamela Fanelli, Secretary-Treasurer

7184487

\$10,000,000
MIDDLE RIO GRANDE CONSERVANCY DISTRICT,
BERNALILLO COUNTY, NEW MEXICO
WATER PROJECT FUND LOAN/GRANT
NO. WPF-6297

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 Chairman and Secretary/Treasurer of the Middle Rio Grande Conservancy District (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 10,000,000, to the NMFA (the “Loan/Grant Agreement”), as authorized by Borrower/Grantee Resolution No. M-08-12-24-213 (the “Resolution”) adopted on August 12, 2024, relating to the execution and delivery of the Loan/Grant Agreement. The Grant Amount equals \$9,000,000 and the Loan Amount equals \$1,000,000, 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 20th day of September 2024.

MIDDLE RIO GRANDE CONSERVANCY DISTRICT
BERNALILLO COUNTY, NEW MEXICO

[SEAL]

Stephanie Russo Baca, Chair of the Board

Pamela Fanelli, Secretary-Treasurer/CFO

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 the Loan/Grant Agreement for Project No. WPF-6297.

NEW MEXICO FINANCE AUTHORITY

Marquita D. Russel, Chief Executive Officer

7184632

\$10,000,000
MIDDLE RIO GRANDE CONSERVANCY DISTRICT,
BERNALILLO COUNTY, NEW MEXICO
WATER PROJECT FUND LOAN/GRANT
NO. WPF-6297

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 20th day of September 2024.

WIGGINS, WILLIAMS & WIGGINS
A Professional Corporation

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

7184643

1 **[BORROWER'S COUNSEL LETTERHEAD]**

2 **FINAL OPINION OF COUNSEL FOR THE BORROWER/GRANTEE**

3 To: New Mexico Finance Authority
4 207 Shelby Street
5 Santa Fe, New Mexico 87501
6

7 Re: Middle Rio Grande Conservancy District, Bernalillo County, New Mexico
8 \$10,000,000 Loan/Grant No. WPF-6297
9

10 Ladies and Gentlemen:

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

17 Capitalized terms used in this Opinion have the same meaning as defined in Resolution
18 No. M-08-12-24-213 adopted by the Governing Body of the Borrower/Grantee on August 12, 2024
19 (the "Resolution") unless otherwise defined in this Opinion or the context requires otherwise.

20 We hereby certify that we have examined:

- 21 (1) The Middle Rio Grande Conservancy District Water Project Fund Application dated
22 September 11, 2023, and January 3, 2024, the New Mexico Water Trust Board
23 Approval dated April 23, 2024, and the NMFA Board Approval dated May 30, 2024,
24 for Loan/Grant No. WPF-6297 (the "Application" and the "Approval," respectively),
25 relating to the Project.
- 26 (2) The statutes creating or authorizing the creation of the Borrower/Grantee and
27 documents creating the Borrower/Grantee.
- 28 (3) The Annual Open Meetings Act Resolution of the Borrower/Grantee in effect on
29 August 12, 2024, and on September 20, 2024.
- 30 (4) The proceedings of the Governing Body (including all agendas, minutes, resolutions,
31 ordinances and publications) which authorize the Loan/Grant application, the Project
32 development, the budget for the Project, and the contracts with the various Project
33 professionals including but not limited to architects, engineers, planners and
34 contractors.
- 35 (5) Proceedings of the Borrower/Grantee from the date of the Application to the date of
36 this Opinion, including, without limiting the generality of the foregoing, the action of
37 the Borrower/Grantee relating to (a) the selection of its Chairman, Board of Directors,
38 and Secretary/Treasurer; (b) the adoption of the Borrower/Grantee's Annual Open

39 Meetings Act Resolution or resolutions; (c) the adoption of ordinances or resolutions
40 governing the operation of the Project; (d) the plans and specifications for the Project;
41 (e) cost estimates for the Project; (f) the adoption of ordinances, resolutions and
42 regulations for the furnishing of service to customers; (g) the proposed operating
43 budget for services to be provided, in whole or in part, in connection with the Project;
44 (h) the proposal to finance the Project, in whole or in part, with a Loan/Grant made
45 by the Water Trust Board, acting through the NMFA; (i) the Resolution authorizing
46 the Authorized Officers to execute necessary documents to obtain the Loan/Grant for
47 the Project; (j) all necessary approvals for the Project from federal, State or local
48 authorities; and (k) the execution and delivery of the Loan/Grant Agreement
49 evidencing the Loan/Grant.

50 (6) The Resolution and the Loan/Grant Agreement providing that the Lender/Grantor on
51 behalf of the Borrower/Grantee shall maintain a book Project Account on behalf of
52 the Borrower/Grantee and shall cause the disbursement of the Loan/Grant Amount as
53 provided in Article IV of the Loan/Grant Agreement.

54 (7) The records and files of all offices in which there might be recorded, filed, or indexed,
55 any liens of any nature whatsoever, affecting the title to any real property to be
56 acquired with the Loan/Grant proceeds, or on which will be located any Project
57 property to be acquired with the Loan/Grant proceeds.

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

59 A. The Borrower/Grantee is a duly organized and existing conservancy district under the laws
60 of the State of New Mexico.

61 B. The ordinances, resolutions, rules and regulations governing the operation of the Project
62 have been duly adopted and are now in full force and effect.

63 C. The Authorized Officers of the Borrower/Grantee were duly and validly elected or
64 appointed and are empowered to act for the Borrower/Grantee.

65 D. The Borrower/Grantee has full legal right and authority:

66 (1) to design, acquire, construct, install and complete the Project;

67 (2) to execute and deliver Loan/Grant documents including those identified above;

68 (3) to perform all acts required by such Loan/Grant documents to be done by it; and

69 (4) to own, operate and maintain the Project during its Useful Life.

70 E. All proceedings of the Borrower/Grantee, its elected and appointed officers, and
71 employees, required or necessary to be taken in connection with the authorization of the
72 actions specified above have been duly taken and all such authorizations are presently in
73 full force and effect.

- 74 F. The Resolution has been duly signed and adopted in accordance with all applicable laws
75 and has not been repealed, rescinded, revoked, modified, amended or supplemented in any
76 manner except as set forth in the Resolution. The Resolution constitutes valid and
77 sufficient legal authority for the Borrower/Grantee to carry out and enforce the provisions
78 of the Loan/Grant Agreement.
- 79 G. The Resolution is a valid and binding special limited obligation of the Borrower/Grantee
80 enforceable in accordance with its terms and creates the pledge of the Net System Revenues
81 (as defined in the Loan/Grant Agreement) of the Borrower/Grantee, as described in the
82 Loan/Grant Agreement (the “Pledged Revenues”) which it purports to create.
- 83 H. The Loan/Grant Agreement is a valid and binding special, limited obligation of the
84 Borrower/Grantee, enforceable in accordance with its terms and provisions and the terms
85 and provisions of the Resolution.
- 86 I. No event will result from the execution and delivery of the Loan/Grant Agreement that
87 constitutes a default or an event of default under either the Loan/Grant Agreement or the
88 Resolution, and no event of default and no default under the Loan/Grant Agreement or the
89 Resolution has occurred and is continuing on the date of this Opinion.
- 90 J. The Borrower/Grantee has duly authorized and approved the consummation by it of all
91 transactions and has complied with all requirements and satisfied all conditions, which are
92 required by the Loan/Grant Agreement to have been authorized, approved, performed or
93 consummated by the Borrower/Grantee at or prior to the date of this Opinion. The
94 Borrower/Grantee has full legal right, power and authority to carry out and consummate
95 the transactions contemplated by the Resolution and the Loan/Grant Agreement.
- 96 K. All approvals, consents and orders of any governmental authority having jurisdiction in the
97 matter which would constitute a condition precedent to the enforceability of the Loan/Grant
98 Agreement or any of the actions required to be taken by the Resolution or the Loan/Grant
99 Agreement to the date of this Opinion have been obtained and are in full force and effect.
- 100 L. Neither the Borrower/Grantee’s adoption of the Resolution nor any action contemplated
101 by or pursuant to the Resolution or the Loan/Grant Agreement does or will conflict with or
102 constitutes a breach by the Borrower/Grantee of, or default by the Borrower/Grantee under
103 any law, court decree or order, governmental regulation, rule or order, ordinance,
104 resolution, agreement, indenture, mortgage or other instrument to which the
105 Borrower/Grantee is subject or by which it is bound.
- 106 M. There is no actual or threatened action, suit, proceeding, inquiry or investigation against
107 the Borrower/Grantee, at law or in equity, by or before any court, public board or body,
108 nor to our knowledge, is there any basis therefore, affecting the existence of the
109 Borrower/Grantee or the titles of its officials to their respective offices, or in any way
110 materially adversely affecting or questioning (a) the territorial jurisdiction of the
111 Borrower/Grantee, (b) the use of the proceeds of the Loan/Grant Agreement for the Project
112 and to pay certain costs of the Lender/Grantor and the Water Trust Board associated with
113 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 20th day of September 2024.

WIGGINS, WILLIAMS & WIGGINS
A Professional Corporation

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

September 20, 2024

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

Middle Rio Grande Conservancy District
1931 2nd Street SW
Albuquerque, New Mexico 87102

\$10,000,000 New Mexico Finance Authority Loan/Grant to
the Middle Rio Grande Conservancy District (WPF-6297)

Ladies and Gentlemen:

We have acted as Loan/Grant Counsel to the New Mexico Finance Authority in connection with the \$10,000,000 Loan/Grant Agreement dated September 20, 2024 (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 NMSA 1978, § 72-4A-1 through 72-4A-11 as amended, and the Borrower/Grantee's Resolution No. M-08-12-24-213, adopted on August 12, 2024 (the "Resolution"). The Loan/Grant Agreement has been executed and delivered to provide funds for design and construction of Phase II for lining Socorro main canal 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.

September 20, 2024

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

BOND DEBT SERVICE**Middle Rio Grande Conservancy District
Socorro Division Conveyance Improvements Phase II**

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
06/01/2027	44,797	0.250%	6,743.06	51,540.06	51,540.06
12/01/2027			1,194.00	1,194.00	
06/01/2028	49,152	0.250%	1,194.00	50,346.00	51,540.00
12/01/2028			1,132.56	1,132.56	
06/01/2029	49,275	0.250%	1,132.56	50,407.56	51,540.12
12/01/2029			1,070.97	1,070.97	
06/01/2030	49,398	0.250%	1,070.97	50,468.97	51,539.94
12/01/2030			1,009.22	1,009.22	
06/01/2031	49,522	0.250%	1,009.22	50,531.22	51,540.44
12/01/2031			947.32	947.32	
06/01/2032	49,645	0.250%	947.32	50,592.32	51,539.64
12/01/2032			885.26	885.26	
06/01/2033	49,770	0.250%	885.26	50,655.26	51,540.52
12/01/2033			823.05	823.05	
06/01/2034	49,894	0.250%	823.05	50,717.05	51,540.10
12/01/2034			760.68	760.68	
06/01/2035	50,019	0.250%	760.68	50,779.68	51,540.36
12/01/2035			698.16	698.16	
06/01/2036	50,144	0.250%	698.16	50,842.16	51,540.32
12/01/2036			635.48	635.48	
06/01/2037	50,269	0.250%	635.48	50,904.48	51,539.96
12/01/2037			572.64	572.64	
06/01/2038	50,395	0.250%	572.64	50,967.64	51,540.28
12/01/2038			509.65	509.65	
06/01/2039	50,521	0.250%	509.65	51,030.65	51,540.30
12/01/2039			446.50	446.50	
06/01/2040	50,647	0.250%	446.50	51,093.50	51,540.00
12/01/2040			383.19	383.19	
06/01/2041	50,774	0.250%	383.19	51,157.19	51,540.38
12/01/2041			319.72	319.72	
06/01/2042	50,901	0.250%	319.72	51,220.72	51,540.44
12/01/2042			256.10	256.10	
06/01/2043	51,028	0.250%	256.10	51,284.10	51,540.20
12/01/2043			192.31	192.31	
06/01/2044	51,155	0.250%	192.31	51,347.31	51,539.62
12/01/2044			128.37	128.37	
06/01/2045	51,283	0.250%	128.37	51,411.37	51,539.74
12/01/2045			64.26	64.26	
06/01/2046	51,411	0.250%	64.26	51,475.26	51,539.52
	1,000,000		30,801.94	1,030,801.94	1,030,801.94

August 7, 2024



Tanya Trujillo,
Deputy State Engineer
Office of the State Engineer
P.O. Box 25102
Santa Fe, NM 87504-5102

Hannah Riseley-White
Director
Interstate Stream Commission
P.O. Box 25102
Santa Fe, NM 87504-5102

Deputy State Engineer Trujillo and Director Riseley-White,

The Middle Rio Grande Conservancy District (MRGCD) would like to thank former State Engineer Mike Hamman and Interstate Stream Commission Director Hannah Riseley-White for their **"Depletion Reduction Programs and the Rio Grande Compact" Letter** (Letter) dated June 28, 2024. The MRGCD would like to express its concurring belief that the restrictions imposed by the Rio Grande Compact (Compact), as outlined in the Letter, have significant impacts on all water uses along the Rio Grande, be they agriculture, environmental, or municipal. The Letter also serves to remind the MRGCD and our constituents of the need to continue pursuing voluntary water conservation, enhanced monitoring, and enforcement of our irrigation policies, consistent with the laws of New Mexico and the Articles of the Rio Grande Compact. To this extent, I would like to briefly describe what efforts MRGCD is making at present to reduce depletions, balance competing water demands, and plan for uncertain water supplies in the future.

Voluntary Water Leasing – MRGCD is enrolling farmers for a fifth consecutive year of voluntary water leasing. Starting in 2024, this program utilizes federal and state funding to compensate farmers for not irrigating a full or partial irrigation season. This program leases agricultural water to support 2016 Biological Opinion obligations and Rio Grande Compact compliance. Since the program's inception in 2019, 7,604 acres have been voluntarily fallowed, and approximately 17,000 acre-feet of agricultural water have been conserved for ESA support. So far in 2024, approximately 1,600 acre-feet of agricultural water have been leased and delivered to support Rio Grande Compact deliveries through the State funded Irrigation Demand Management (IDM) Program. The IDM Program is a new partnership between MRGCD and the OSE funded through December of 2026. Over the next two years, MRGCD expects to use between \$700,000 and \$1,500,000 in State funding to voluntarily fallow farmland and deliver the appurtenant water from those lands to Elephant Butte to support Compact compliance.

On-Farm Program – MRGCD is scaling up the On-Farm Program and partnering with our farmers to improve on-farm infrastructure and field conditions that yield water savings through more efficient irrigation. This program is in its infancy but has already shown great promise. The first project completed resulted in reducing the volume of water delivered to a 3.5-acre farm by an estimated 30 acre-feet annually. It shortened the farmer's irrigation time from 17 hours to 2.5 hours. MRGCD staff are reviewing close to a dozen additional projects for inclusion in the On-Farm Program. We expect this program to ultimately play the central role in sustainable agricultural water conservation in the Middle Valley. MRGCD is now tracking water savings from other historical practices such as upgrading irrigation turnouts to more accurately

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calculate annual macro water conservation going forward. Turnout upgrades are one of the largest and most cost-effective forms of On-Farm improvement, and we intend to start fully accounting for the estimated water savings that result from each project. Each On-Farm Program project, whether a pipeline, farm delivery pad, field leveling, or turnout upgrade, creates recurring water savings that can be used to support general System Conservation, Demand Management, or other specific needs in the basin.

Supplemental Pump Stations – As water supply conditions become more variable, MRGCD has continued investing in supplemental pump stations that allow staff to create optimal conveyance conditions in areas of our service area that are furthest away from our diversions and thus susceptible to intermittent and inefficient transport of water if there are supply or conveyance disruptions upstream. The Feeder 3 Pump Station is currently in the design phase and is expected to improve conveyance and irrigation efficiency for up to 4,500 acres of farmland in our Belen Division. By supplementing diversion flows from Isleta Dam with water pumped from our riverside drain, MRGCD expects to shorten the average number of days to rotate water through this area from 17.3 to 9.6, resulting in an estimated annual system conservation volume of 6,576 acre-feet.

Canal Lining – MRGCD has initiated a large canal lining project within the Socorro Main Canal in our Socorro Division. This channel lining improves macro water conveyance while still, allowing our smaller earthen laterals to seep and provide shallow groundwater recharge. For instance, when all three sub-reaches are completed, the Socorro Main Canal lining project is expected to reduce canal seepage from roughly 9,280 acre-ft/yr to 5,560 acre-feet/yr ($\pm 40\%$). MRGCD is assessing approximately 170 miles of primary canal infrastructure throughout our service area for lining.

As illustrated above, MRGCD is pursuing system conservation, depletion reductions, and demand management through significant improvements to our facilities, on-farm infrastructure, and voluntary land use actions by our farmers. We recognize and appreciate the state and federal funding that has expedited much of this work in the last few years. I want to emphasize that MRGCD staff and our Board of Directors understand the seriousness of New Mexico's Rio Grande Compact status and are committed to improving water conservation and management efforts in the near and long term.

As mentioned earlier, MRGCD is pursuing water conservation, enhanced irrigation monitoring, and irrigation policy enforcement. While MRGCD can actively improve conveyance and monitor/report to NMOSE/NMISC on the application of surface water in our jurisdiction, the Office of the State Engineer can enforce the State's water code when observing those potential infractions.

In their Letter, State Engineer Hamman and NMISC Director Riseley-White referenced the Low Flow Conveyance Channel (LFCC). They discussed its significance as a tool for managing Compact deliveries through the bottom end of the MRG. MRGCD agrees with Mr. Hamman and Ms. Riseley-White that the LFCC is a tool that can be responsibly integrated into MRG water operations to balance Compact, ESA, and agricultural demands. However, the utility of the LFCC can only be realized if the water it receives from agricultural return flows and groundwater accretion can efficiently move back to the river channel. Up until nine months ago, and for 20-plus years before that, the LFCC was a dead-end facility with no outfall back to the river at its terminus (known as River Mile 60/ RM 60). Instead, water in the LFCC has been flowing through a series of breaches in the west bank of the drain, then ponding up and spreading out. These breaches were not intentional. They were not designed or engineered, rather, they were the result of bank failure and deferred maintenance after the Elephant Butte reservoir pool silted in the downstream extent of the LFCC. This area is located outside the levee system and does not fall within the 600' wide floodway designated as not requiring depletion offsets by the NMOSE. Late in 2023, the Bureau of Reclamation and MRGCD collaborated on the construction of temporary outfall works at River Mile 60 (RM 60) so that drain water can once

again efficiently return to the river. However, most of the water arriving at RM 60 in the LFCC is still flowing through the breach, now via four large culverts, and is still largely ponding outside the levee. What was originally a failure in infrastructure has now become a managed habitat feature by the federal government. The breach channel eventually makes its way back to the river some 7 miles downstream of RM 60. MRGCD is concerned about the depletions taking place within the breach channel and adjacent floodplain habitat when you consider the area of inundation is likely between 900 to 1,500 acres and has a corresponding evapotranspiration rate of more than 5.5' per acre annually (based on OpenET).

You are likely aware of the large ponds and wetlands that developed due to the breach. You are also likely aware that in allowing wetlands to develop at RM 60, a large cohort of southwestern willow flycatchers have taken up residence in the area and have made it an important location for the U.S. Fish and Wildlife Service's recovery efforts of the endangered species. The MRGCD does not have jurisdiction over surface deliveries or ownership of the LFCC at River Mile 60. MRGCD's ownership and maintenance responsibilities stop in the river at San Acacia Diversion Dam, 56 river miles upstream of RM 60. MRGCD's irrigation and drain system stop at the northern boundary of Bosque del Apache Wildlife Refuge (BDA), 25 river miles upstream of RM 60. Ownership and O&M of the LFCC and river channel rest with the Bureau of Reclamation from BDA south.

MRGCD has previously worked with the NMOSE to shut down ponds and lakes within the MRG if they do not have acceptable depletion offsets. This action has always been taken in the spirit of assisting the NMOSE enforce the State's laws and protect the rights of others who these unpermitted uses and depletions might harm. MRGCD has seen firsthand how swiftly the NMOSE can respond to our reports of small illegal fishing ponds, minor drain pumping, or surface storage in the MRG. Simply put, the unpermitted ponds (and their annual depletions) that NMOSE has partnered with MRGCD on in the past are drops in the proverbial bucket compared to the ongoing annual depletions within the breach channel and adjacent wetlands at River Mile 60. The water flowing through the breach is largely sourced from agricultural return flows, which should move efficiently to Elephant Butte as part of the State's efforts to deliver our annual calculated Rio Grande Compact debt. Instead, much of that agricultural return flow evaporates within the RM 60 habitat before reaching the reservoir.

On October 28 of 2011, then State Engineer John R. D'Antonio Jr, adopted a policy for **"Depletions Offsetting for Habitat Restoration Projects Within the Middle Rio Grande Project."** The policy requires that *"...parties intending to construct habitat restoration projects in the middle Rio Grande basin within the boundaries of the Middle Rio Grande Project (from Velarde to Elephant Butte Dam) that involve diversion of water from the river or creation of new, open water surface ("Project"), submit their project plans to the District I Office of the State Engineer."* MRGCD does not believe the federal government *intended* to create habitat outside the levees. However, the breach has existed for over 20 years now, and the habitat supported by the breach is closely monitored and drain flows to the habitat are managed by the Service and Reclamation under an adaptive management framework. The intent to create habitat might not be present, but the lack of action to remedy the infrastructure failure has resulted in an outcome similar to what might be expected had the federal government intended to create additional habitat for endangered species.

The Depletions Offset Policy says, *"The NMOSE will determine whether a permit is needed and, in consultation with the NMISC, whether the project is likely to result in increased depletions, and how those increased depletion will be offset"*. MRGCD is unaware of any effort by U.S. Fish and Wildlife Service or the Bureau of Reclamation to submit plans to the State for what has developed into a managed habitat feature outside the levee. The State's Depletions Offset Policy for the MRG Project only provides water rights exemptions to Reclamation for ***"habitat restoration activities conducted within the Middle Rio Grande floodplain (defined as levee to levee)"***. **Exhibit A** of this letter

includes a map of the RM 60 habitat footprint, which exists exclusively outside the west levee.

Exhibit B shows recent drone footage of the ponding and adjacent wetlands. MRGCD interprets the State's policy as requiring the NMOSE in consultation with NMISC to determine if depletion offsets are required for the habitat that has developed outside the levees at River Mile 60.

MRGCD is committed to improving our operations and reducing depletions in partnership with the State to manage the Rio Grande Compact. Still, NMOSE/NMISC should look not just at MRGCD's operations and depletions to solve water management in the MRG, considering MRGCD has no control over water conveyance beyond the northern boundary of Bosque del Apache Wildlife Refuge.

Mr. Hamman and Ms. Riseley-White closed their Letter with a call to action, asking MRGCD to continue to escalate our depletion reduction programs and ramp up enforcement. In closing this letter, I am asking the New Mexico Office of the State Engineer and the New Mexico Interstate Stream Commission to do the same and follow established policies and procedures to determine if depletion offsets are required for the River Mile 60 Breach Channel and adjacent open water(s) and wetlands.

Sincerely,

A handwritten signature in dark ink, appearing to read 'J M Casuga', is positioned above the printed name.

Jason M. Casuga, P.E.
CEO/Chief Engineer


cc: File



River Mile 60 Breach Channel and Adjacent Open Water(s) and Wetlands (approximate)

Legend

Breach Habitat

 ~900 Acres

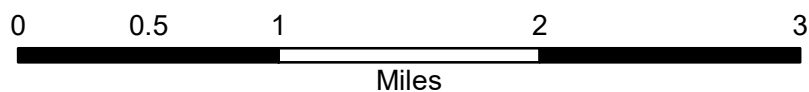


Exhibit B



Ponded Area West of LFCC North of RM 60 (Photo Taken 7-10-2024)



Ponded Area West of LFCC North of RM 60 (Photo Taken 7-10-2024)



Ponded Area West of LFCC North of RM 60 (Photo Taken 7-10-2024)



Ponded Area West of LFCC North of RM 60 (Photo Taken 7-10-2024)



Letter to the Editor: Corrales Siphon Replacement Project

by **Guest commentary**

June 28th, 2024



Published June 28th, 2024 at 8:00 am, Last Updated June 28th, 2024 at 9:51 am

Dear Editor:

As the Governor of the Pueblo of Sandia (Pueblo), and an active alfalfa farmer, I am writing to the Corrales agricultural community to provide some information regarding the Corrales Siphon replacement project. As

you may know, the original siphon, constructed in the early 1930's has ruptured, rendering it unusable, and creating a significant sinkhole on Pueblo lands east of Siphon Beach.

The Middle Rio Grande Conservancy District (MRGCD) is developing a design and has secured funding for the construction of a new siphon. The project will require staging and construction activity on both sides of the river. In the meantime, they have created a temporary facility to pump water directly from the river into the Corrales Main Canal on the Corrales side of the river. Water still flows through the section of the canal that passes through the Pueblo's land, but since it cannot be conveyed through the siphon, it is being diverted to the Riverside Drain where the water is eventually carried back to the river.

The Pueblo's Tribal Council, staff and I are aware that Corrales farmers are concerned that the Pueblo may be holding up or delaying the siphon replacement project. I am writing to express that the Pueblo is doing all that we can to facilitate the project with MRGCD. We have allowed MRGCD onto Pueblo land to survey for the project and to complete the geotechnical soil sampling and testing necessary to complete the project design. MRGCD has also met with the Tribal Council and Tribal Leadership to move the project forward.

Although the project remains on schedule, MRGCD requires a Right-of-Way from the Bureau of Indian Affairs (BIA) to construct the new siphon on Pueblo land and to be able to access it for maintenance. The Pueblo's land is held in trust by the federal government with the BIA acting as the federal government's agent. Tribes are not allowed to obligate or dispose of their trust land without the permission and cooperation of the BIA; this includes issuing easements and Rights-of-Way. In short, we are not empowered to issue MRGCD the necessary Right-of-Way to allow construction of the siphon to commence; only BIA can do that. We have made urgent requests to our federal colleagues and our congressional delegation to expedite BIA's review so that the project can remain on schedule.

I want to reassure fellow farmers in Corrales that the Pueblo is doing what we can to facilitate the siphon replacement project. We meet regularly with MRGCD and are working in tandem to complete as much of the construction preparation as possible. We understand how difficult it is when our aged water infrastructure fails. I hope the Corrales agricultural community will bear with the Pueblo and MRGCD as we work through the BIA's process.

Sincerely,

Governor Felix L. Chaves



Ponded Area West of LFCC North of RM 60 (Photo Taken 7-10-2024)



Ponded Area West of LFCC North of RM 60 (Photo Taken 7-10-2024)



Ponded Area West of LFCC North of RM 60 (Photo Taken 7-10-2024)



Ponded Area West of LFCC North of RM 60 (Photo Taken 7-10-2024)

July/August '24 Media Report

MEDIA INTERVIEWS/COVERAGE

Broadcast

July 5: KOB-TV

July 17: KRQE-TV

July 22 - KRQE-TV

Print

July/Aug: Valencia County News Bulletin
(four-part story)

CLIPS

Summer looks bright with rising Rio Grande water levels

Kassi Foote | KOB
July 5, 2024 - 10:21 PM



RECENT RAIN BRINGS GOOD AND BAD KOB 4

Summer looks bright with rising Rio Grande water levels

July 5 - KOB-TV

**“Summer Looks Bright
with rising Rio Grande
Levels”**

July 17 - KRQE

**“More work needed to
clean up illegal
encampments near the
Bosque in Valencia
County ”**

NEW MEXICO NEWS

More work needed to clean up illegal encampments near the Bosque in Valencia County

by: Jessica Salinas
Posted: Jul 17, 2024 / 06:47 PM MDT
Updated: Jul 18, 2024 / 10:46 AM MDT



DUMPING ALONG THE RIVER.

ENVIRONMENT

Crews work to clear sediment plug in Rio Chama

by: Laila Freeman
Posted: Jul 22, 2024 / 05:47 PM MDT
Updated: Jul 22, 2024 / 05:57 PM MDT



ABOQUIU RESERVOIR TO
CREWS MAKING PROGRESS CLEARING
SEDIMENT PLUG ON THE RIO CHAMA

July 22 - KRQE

**“Crews work to clear
sediment plug in Rio
Chama ”**

MEDIA CLIPS

Rio Grande delivery shortage potential impact on New Mexico

Share



Updated: 10:07 AM MDT Jul 9, 2024

Infinite Scroll Enabled



By Corey Howard



July 9 - KOAT

“Rio Grande delivery shortage potential impact on New Mexico”

July 18 - Valencia County News-Bulletin

“Efforts are being made to escort unhoused people from the Bosque ”



Part II

HANDLING HOMELESSNESS

Resources limited for unhoused and law enforcement

Julia M. Dendinger | News-Bulletin Assistant Editor Jul 25, 2024 Updated Aug 7, 2024



July 25 - Valencia County News-Bulletin

“Resources limited for unhoused and law enforcement ”

Part III

HANDLING HOMELESSNESS

Law enforcement concerned with lack of resources in Valencia County

Julia M. Dendinger | News-Bulletin Assistant Editor [Aug 1, 2024](#) [Updated Aug 7, 2024](#)

August 1 - Valencia
County News-Bulletin

“Law enforcement
concerned with lack of
resources in Valencia
County”

Part IV

HANDLING HOMELESSNESS

Searching for local solutions

Julia M. Dendinger | News-Bulletin Assistant Editor [7 hrs ago](#)

August 8 - Valencia
County News-Bulletin

“Searching for Solutions”