



Agenda

For Presentation at the
2,202nd Regular Meeting of the Board of Directors of the
Middle Rio Grande Conservancy District

August 14, 2023 – 3:00 p.m.

Zoom Meeting Link:

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

Meeting ID: 276 506 9278 and Passcode: 504470



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

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

- 3:00 1. **Pledge of Allegiance**
- 3:01 2. **Approval of the Agenda**
- 3:03 3. **Consent Agenda**
 - a. Consideration/Approval of Payment Ratification – August 14, 2023
 - b. Consideration/Approval of July 2023 Invoice for Wiggins, Williams & Wiggins
 - c. Consideration/Approval of July 2023 Invoice for Law and Resource Planning Assoc.
 - d. Consideration/Approval of the Minutes for the Regular Board Meeting – July 10, 2023
 - e. Consideration/Approval of Contract Renewals for MRGCD Legal Counsel and Approval of the Contract for Year Four of a Four-Year Agreement
 - 1. Wiggins, Williams and Wiggins, PC, General Counsel
 - 2. Law and Resource Planning Associates, PC, Chief Water Counsel
 - f. Memo on MRGCD Approved Licenses for July 2023 (For Informational Purposes Only)
- 3:05 4. **Report(s) from the Election Director – Eli Lovato, Automated Election Services**
 - a. Announcement of Certified Candidates
 - b. Update on the 2023 Polling Locations
- 3:15 5. **Items from the Floor (Comments are limited to six (6) minutes)**
- 3:30 6. **Report(s) from the Human Resources Department – Christine L. Nardi, MBA**
 - a. Introduction of MRGCD New Hires
- 3:35 7. **Report(s) from the Procurement Officer – Richard DeLoia, CPO**
 - a. Consideration/Approval for the following
 - 1. Langemann Gate Order for Storey Wasteway Project
 - 2. Corrales Siphon Design Agreement
- 3:40 8. **Update on the 2023 Irrigation Season**
 - a. Report on the Water Supply Conditions – Anne Marken, Water Ops Division Manager
 - b. Status Report on Water Distribution – Matt Martinez, Water Distribution Division Manager
- 4:00 9. **Report(s) from the Department of the Interior**
 - a. Bureau of Reclamation – Jennifer Faler, Area Manager
 - b. Bureau of Indian Affairs – Roland Becenti, Acting Designated Engineer
- 4:10 10. **Presentation and Request for Sponsorship for the Great NM Chile Taste-Off – Travis Day, Executive Director, NM Chile Association**
- 4:15 11. **Report(s) from the Secretary-Treasurer/CFO – Pamela Fanelli, CMA, CGFM**
 - a. Discussion/Approval for Water Trust Board Application for Socorro Lining Project
 - 1. Resolution M-08-14-23-201
 - b. Notification of the 2023 MRGCD Water Service Charge Reclassification (Protest) Hearing per NMSA §73-18-8.1; hearing scheduled for September 11, 2023

- 4:25 12. **Report(s) from the Chief Operating Officer – Eric Zamora, PE**
a. Update from the Division Offices – Eric Zamora, COO
- 4:35 13. **Report(s) from the Chief Engineer/CEO – Jason M. Casuga, PE**
a. Information Update to the MRGCD Divisions – Jason M. Casuga, CE/CEO
b. Report on the USACE / MRGCD Levee Coordination Meeting, August 7, 2023 – Jason M. Casuga, CE/CEO
c. Report on the Planning of the Conservancy Act Centennial, August 7, 2023 – Jason M. Casuga, CE/CEO
d. Report on the Six Middle Rio Grande Pueblo Coalition Meeting, August 10, 2023 – Jason M. Casuga, CE/CEO
e. Report on the BIA Agreement Discussion, July 31, 2023 – Jason M. Casuga, CE/CEO
f. Thank you Card & Feedback from Oasis Albuquerque – Jason M. Casuga, CE/CEO
g. Upcoming Events
1. NM Water Law Conference, Santa Fe, NM | September 18-19, 2023
2. Inaugural Meeting Coalition of Rio Grande Water Users, Hotel Santa Fe | October 3-5, 2023
3. Great NM Chile Taste-Off, City of Socorro Rodeo & Sports Complex | October 2023
4. Latinos Farmers & Ranchers International El Congreso 2023, Isleta Resort & Casino | October 26-28, 2023
5. 2023 CRWUA Conference, Paris Las Vegas Hotel | December 13-15, 2023
6. Irrigation Leader Magazine featuring the EBID & MRGCD Tour
- 5:35 14. **Report(s) from the MRGCD Attorney(s) – Chief Water Counsel or General Counsel**
- 5:45 15. **Report(s) from the Board**
a. Report on the Valencia County Informational Meeting, July 13, 2023 – Chair Russo Baca, Vice Chair Dunning and Director Kelly
b. Report on the Valencia County Soil and Water Conservation District, Summer Conservation Camp, July 10, 12 & 14, 2023 – Chair Russo Baca
c. Report on the Conservation Advisory Committee Meeting, July 20, 2023 – Chair Russo Baca
d. Report on NM Interstate Stream Commission's Plans to Stand-Up the New Regional Water Resilience Planning Program, July 21, 2023 – Chair Russo Baca
e. Report on the Meeting with Belen Public Works Director Regarding Belen Riverside Park Discussion, August 1, 2023 – Chair Russo Baca
f. Report on NM State University's Agricultural Science Center Field Day, August 8, 2023 – Chair Russo Baca
g. Report on the Election Committee Meeting, August 8, 2023 – Vice Chair Dunning and Directors Joaquin Baca and Sandoval
h. Report on the Finance & Personnel Committee Meeting, August 9, 2023 – Directors Kelly, Dunning and Barbara 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 14, 2023
Checks for the Period July 1, 2023 through July 31, 2023

Check Number	Vendor Name	Check Amount	Description	Location
EFT	NEW MEXICO TAXATION & REVENUE DEPARTMENT	32,487.38	JUNE 2023 WITHHOLDING TAX	
EFT	PAYROLL	301,534.74	PAY PERIOD 14	
EFT	PERA	99,377.80	PAY PERIOD 14	
EFT	IRS	39,436.86	PAY PERIOD 14	
EFT	VOYA DEFERRED COMP	7,964.00	PAY PERIOD 14	
EFT	PAYROLL	304,111.28	PAY PERIOD 15	
EFT	PERA	105,282.10	PAY PERIOD 15	
EFT	IRS	39,924.43	PAY PERIOD 15	
EFT	VOYA DEFERRED COMP	8,207.00	PAY PERIOD 15	
TOTAL PAYROLL		938,325.59		
147970	TLC CO, INC	(193.72)	VOIDED CHECK DATED 07/20/2023	
147749	ANSWER NEW MEXICO	463.59	123-5266-061 JUN23	NON DIVISION
		199.61	123-5267-721 JUN23	BELEN DIVISION
147750	BOHANNAN HUSTON	212.81	#19 LOW FLOW CONVEYANCE CHANNEL - JUN23	ENGINEERING & MAPPING
147751	CENTURY LINK	232.64	505-864-7466 429B JUN23	BELEN DIVISION
147752	CITY OF SOCORRO	300.58	4-009470-001 STATE 1 RD JUN23	SOCORRO DIVISION
147753	GEOTEL CORPORATION	274.95	ANNUAL PRESS CLIPPING SERVICE	NON DIVISION
147754	MATHESON TRI-GAS INC	27.66	JUN23 - TANK RENTAL & RETURN	ER&T
147755	OCCUPATIONAL HEALTH	424.54	PHYSICALS	ALBUQUERQUE DIVISION
		212.27	PHYSICALS	BELEN DIVISION
		95.90	PHYSICALS	SOCORRO DIVISION
		459.02	PHYSICALS	WATER DISTRIBUTION DIV
147756	SAN ACACIA MDWCA	14.70	WATER SAN ACACIA JUN23	SOCORRO DIVISION
147757	SANDOVAL COUNTY LAND	390.81	JUN23 ACCT 31 LANDFILL	ALBUQUERQUE DIVISION
147758	SOUTHWEST LANDFILL	3,012.25	JUN23 LANDFILL ACCT 10130	ALBUQUERQUE DIVISION
147759	SWCA	9,917.61	JUN23 - EGG MONITORING - CORRALES SIPHON	NON DIVISION
147760	TECHNOLOGY INTEGRATI	514.87	JUN23 -DATTO SAAS PROTECTION	INFORMATION SYS
		45.52	JUN23-DATTO SAAS PROTECTION	INFORMATION SYS
		560.39	MAY23 -DATTO SAAS PROTECTION	INFORMATION SYS
147761	WILSON & COMPANY	9,257.47	JUN23- SOCORRO MAIN CANAL LINING	SOCORRO DIVISION
147762	ABCWUA	644.40	1931 2ND SW :4382929560 JUN23	GENERAL OFFICE
		515.99	3062929560 JUN23	ALBUQUERQUE DIVISION
147763	ALARM COMMUNICATIONS	96.81	ER&T ALARMSYSTM 7/1/23-9/30/23	ER&T
147764	ALBUQUERQUE GRAVEL P	482.50	FY 2023 CONCRETE/SHOTCRETE - BELEN	BELEN DIVISION
147765	BANK OF AMERICA	112.21	ISH CASEY - HOTEL FOR JOINT RIVER TOUR EBID/MRGCD	CONSERVATION/PLANNING
147766	BLACK ROCK	10,454.88	12" TO 18" RIP RAP ROCK LOS LUNAS LEVEES	BELEN DIVISION
147767	HIND, JOSH	22.68	ACTUAL MEAL EXPENSES FOR EBID/MRGCD RIVER TOUR	INFORMATION SYS
147768	ISH, JAMES CASEY	69.02	ACTUAL EXPENSES FOR EBID/MRGCD RIVER TOUR	CONSERVATION/PLANNING
147769	LEVEL 3 FINANCING IN	480.25	INTERNET ACCT 91761706 JUL23	COCHITI DIVISION
147770	NEW MEXICO GAS CO	27.95	079084112-0814966-2 JUN23	COCHITI DIVISION
		27.95	079084212-0814967-9 JUN23	COCHITI DIVISION
		28.94	081518001-0839304-7 JUN23	COCHITI DIVISION
147771	PNM	957.10	052707401-0553979-2 METER READ 6/29/23	BELEN DIVISION
147772	QUEST DIAGNOSTICS	129.80	RECERTIFICATIONS	ALBUQUERQUE DIVISION
		148.30	RECERTIFICATIONS	BELEN DIVISION
		92.70	RECERTIFICATIONS	COCHITI DIVISION
		95.80	RECERTIFICATIONS	SOCORRO DIVISION
		151.50	RECERTIFICATIONS	WATER DISTRIBUTION DIV
147773	SNELLING	1,128.65	TEMP HELP- 15.25 HRS- CONTROLLER- THROUGH 6/30/23	ACCOUNTING
147774	TAS SECURITY SYSTEMS	37.66	CUST# 23247- BELEN - JUL23	BELEN DIVISION
147775	VALENCIA SOIL & WATE	500.00	SPONSOR SUMMER CONSERVATION- JULY 2023	NON DIVISION

Check Number	Vendor Name	Check Amount	Description	Location
147776	VILLAGE OF CORRALES	24,000.00	COST SHARE FOR SKID STEER ATTACHMENTS	NON DIVISION
147777	WILSON & COMPANY	14,315.03	THROUGH 6/30/23 - BELEN WATERSHED DOCUMENTS	GRANTS
147778	WILSON & COMPANY	137,543.67	#12 SOCORRO MAIN CANAL- THROUGH JUNE 30, 2023	SOCORRO DIVISION
147779	4 RIVERS EQUIPMENT	154.39	VALVE, FITTINGS, & PLUG UNIT 8992.12	ALBUQUERQUE DIVISION
147780	ACTION HOSE INC.	98.80	HOSE UNIT 47314	ALBUQUERQUE DIVISION
		244.74	HOSES UNITS 8992.12 & 47311	ALBUQUERQUE DIVISION
147781	ALBUQUERQUE FORKLIFT	293.33	HOSE UNIT 47314	ALBUQUERQUE DIVISION
147782	ALBUQUERQUE FREIGHT	63.56	HOUR METER GAUGE UNIT 8580.10	ALBUQUERQUE DIVISION
147783	ALBUQUERQUE FREIGHT	63.56	KIT UNIT 4441.90	ALBUQUERQUE DIVISION
147783	ALLSTATE HYDRAULICS	430.00	PUMP/MOTOR UNIT 34603	COCHITI DIVISION
147784	AUTOZONE, INC	12.86	IGNITION SWITCH UNIT 1760.14	ER&T
147785	BRUCKNER TRUCK SALES	202.96	PIN & ROLLER KITS unit 44416	ALBUQUERQUE DIVISION
147786	CENTURY EQUIPMENT	3,057.47	JACK, TONGUE, & CARRIER UNIT 8425.22	SOCORRO DIVISION
147787	CLARK TRUCK	562.00	WINCH ROPE & FIARLEAD/GUIDE UNIT 73612	ER&T
147788	CONTINENTAL BATTERY	66.30	BATTERIES UNIT 23801	ALBUQUERQUE DIVISION
		148.92	BATTERIES UNIT 43618	ALBUQUERQUE DIVISION
147789	CRAIG INDEPENDENT	37.13	TRIE REPAIR UNIT 80032	BELEN DIVISION
147790	DESERT GREENS EQUIPM	2,546.78	FUEL INJECTION PUMP UNIT 47022	ALBUQUERQUE DIVISION
147791	GENUINE NAPA	25.57	DRAIN VALVE UNIT 1760.29	BELEN DIVISION
		19.96	FILTER UNIT 54421	BELEN DIVISION
147792	GPS, LLC	26.92	FLAT REPAIR UNIT 64014	SOCORRO DIVISION
147793	INTERSTATE BATTERIES	214.95	BATTERY UNIT 43457	ALBUQUERQUE DIVISION
147794	JIVE COMMUNICATIONS,	2,283.47	CN-384945-2004 JUL23	NON DIVISION
147795	KRONOS SAASHR, INC.	72.53	JUN23 OVERAGES- UKG KRONOS READY	INFORMATION SYS
		1,225.95	JUN23- UKG KRONOS READY SOFTWARE	INFORMATION SYS
147796	LARRY H. MILLER CASA	84.80	RESISTOR UNIT 73432	ER&T
147797	NAPA AUTO PARTS	18.58	DIFFERENTIAL ADDITIVE UNIT 33437	COCHITI DIVISION
		52.49	FILTER KIT UNIT 33437	COCHITI DIVISION
		141.88	MISC. TOOLS	ER&T
147798	O'REILLY AUTO PARTS	52.96	SPARK PLUGS UNIT 33437	COCHITI DIVISION
147799	PACIFIC OFFICE AUTO	258.26	JUN23- OVERAGES CUSTOMER# 635984	NON DIVISION
147800	PENA BLANCA SANIT	80.39	COCHITI WATER, SEWER, REFUSE	COCHITI DIVISION
147801	POWER FORD	489.55	FUEL SENDER ASSEMBLY UNIT 73612	ER&T
147802	PURCELL TIRE COMPANY	699.52	TIRE REPAIR UNIT 47025	ALBUQUERQUE DIVISION
		28.69	TIRE REPAIR UNIT 80038	WATER DISTRIBUTION DIV
		798.00	TIRES UNIT 80013	WATER DISTRIBUTION DIV
147803	RAKS BUILDING SUPPLY	32.17	SUPPLIES NEEDED FOR FACILITY MAINTENANCE	SOCORRO DIVISION
147804	RELEVANT INDUSTRIAL	104.42	MISC PARTS UNIT 5940.86	BELEN DIVISION
147805	ROBERTS TRUCK CENTER	(450.00)	CREDIT CORE CHARGE INV X814057395:01 PO 23008804	ER&T
		48.92	FILTER UNIT 54421	BELEN DIVISION
		925.06	MISC PARTS UNIT 54204	ER&T
147806	SOCORRO ELECTRIC	1,240.88	10268000 SOC, CUBA JUN23	SOCORRO DIVISION
147807	SOUTHERN TIRE MART	715.00	TIRE UNIT 47025	ALBUQUERQUE DIVISION
		795.18	TIRES UNIT 43457	ALBUQUERQUE DIVISION
147808	4 RIVERS EQUIPMENT	29.15	OIL FILTER, O-RINGS, THERMOCOUPLE, & KEYS	ALBUQUERQUE DIVISION
		88.92	OIL FILTER, O-RINGS, THERMOCOUPLE, & KEYS	BELEN DIVISION
		43.40	OIL FILTER, O-RINGS, THERMOCOUPLE, & KEYS	COCHITI DIVISION
		2,533.33	RENTAL	BELEN DIVISION
147809	ALBUQUERQUE SUPPLY	866.10	FIELD SUPPLY ORDER- REPLENISH INVENTORY	INVENTORY
147810	AMAZON CAPITAL	99.98	CAR WINDOW BREAKER & SELTBELT CUTTER	BELEN DIVISION
		119.96	COOLING TOWELS FOR DIVISIONS/ LEEANN	SAFETY DEPARTMENT
147811	BANK OF AMERICA	287.45	DRONE	INFORMATION SYS
		283.72	EBID RENTAL CAR FUEL	EXEC TEAM
		129.15	FY24 COSTCO MEMBERSHIP	NON DIVISION
		112.21	HOTEL- JOINT RIVER TOUR EBID/MRGCD- JCASUGA	EXEC TEAM

Check Number	Vendor Name	Check Amount	Description	Location
		112.21	HOTEL- JOINT RIVER TOUR EBID/MRGCD-ADRIAN OGL	EXEC TEAM
		25.61	J.C. ACTUAL EXPENSES FOR EBID/MRGCD RIVER TOUR	EXEC TEAM
		1,422.34	RENTAL VANS- EBID/MRGCD RIO GARNDE RIVER TOUR	EXEC TEAM
		3,348.00	TRAINING SOFTWARE FOR IT	INFORMATION SYS
147812	BOHANNAN HUSTON	5,649.77	#19 LOW FLOW CONVEYANCE CHANNEL - THRU 6/30/23	ENGINEERING & MAPPING
147813	BOHANNAN HUSTON	5,792.81	INFRASTRUCTURE ASSESSMENT- THROUGH JUNE 30 ,2023	ENGINEERING & MAPPING
147814	CASUGA, JASON	59.00	MEAL REIMBURSEMENT- JUN23 EBID TOUR	EXEC TEAM
147815	CITY OF ALBUQUERQUE	15,383.75	COA004001471 JUN23	ALBUQUERQUE DIVISION
		494.53	COA004001471 JUN23	ER&T
		125.00	COA004001471 JUN23	NON DIVISION
		678.58	COA004001471 JUN23	WATER DISTRIBUTION DIV
147816	CONSTRUCTION RENTAL	35.99	CHAINSAW BAR ORDER	INVENTORY
147817	CONTINENTAL BATTERY	74.46	BATTERY UNIT 4448.03	ALBUQUERQUE DIVISION
147818	LAW & RESOURCE	7,263.19	JUN23- COUNSEL	NON DIVISION
147819	NAPA AUTO PARTS	464.64	TRANSMISSION FLUID ORDER	INVENTORY
147820	PARTS AUTHORITY	610.80	BALDWIN FILTER ORDER	INVENTORY
		376.20	BRAKE AND GLASS CLEANER ORDER	INVENTORY
147821	PNM	11,996.30	JUN23 MONTHLY UTILITY CHARGES	ALBUQUERQUE DIVISION
147822	PRUDENTIAL OVERALL S	13.88	FY24-UNIFOM RENTAL	COCHITI DIVISION
		57.70	FY24-UNIFOM RENTAL	ER&T
147823	RELEVANT INDUSTRIAL	267.23	HOSES UNIT 47026	ALBUQUERQUE DIVISION
147824	ROBERTS TRUCK CENTER	104.92	CAP UNIT 54419	ALBUQUERQUE DIVISION
147825	STAPLES ADVANTAGE	598.62	WATER FOR JOB SITES	BELEN DIVISION
147826	THE PRINTERS PRESS	1,455.00	TOUR BOOKLETS	NON DIVISION
147827	UNICOR	121.56	7/5/23 SHRED BINS PICKUP	ACCOUNTING
147828	VALENCIA COUNTY	15,190.59	JUN23 FUEL COSTS	BELEN DIVISION
		200.00	JUN23 ADMIN FEE	NON DIVISION
147829	WAGNER EQUIPMENT CO.	82.96	IGNITION KEYS	BELEN DIVISION
147830	WEX BANK	58,883.86	WEX FUEL JUN23: UNLEADED \$26,426 DIESEL 32,458	DEPTS./ DIVISIONS
		61.99	WEX JUN23-FEES	NON DIVISION
147831	WIGGINS, WILLIAMS	20,065.75	JUN23 - SERVICES	NON DIVISION
		8,000.00	JUN23- WATER STRATEGIES	NON DIVISION
147832	WIPER SUPPLY INC	670.50	SHOP TOWELS	INVENTORY
147833	4 RIVERS EQUIPMENT	5,954.11	DIAGNOSE & REPAIR UNIT 47113	ALBUQUERQUE DIVISION
		5,097.49	DIAGNOSE & REPAIR UNIT 67115	SOCORRO DIVISION
		82.48	WIRING HARNESS & SWITCH UNIT 67405	SOCORRO DIVISION
147834	ACTION HOSE INC.	94.38	MISC PARTS UNIT 57028	BELEN DIVISION
147835	ALBUQUERQUE BOLT	16.50	BOLTS & NUTS UNIT 74903	ER&T
147836	ALBUQUERQUE PUB	416.00	FY24 ABQ JOURNAL SUBSCRIPTION- ACCT# 53	NON DIVISION
147837	BANK OF AMERICA	112.21	HOTEL - JOINT RIVER TOUR EBID/MRGCD- RUSSO BACA	BOARD OF DIRECTORS
		204.85	OFFICE SUPPLIES	GENERAL OFFICE
147838	BERNALILLO COUNTY CL	100.00	RELEASE OF LIENS	ACCOUNTING
147839	BOOT BARN	150.00	FY23- BOOT VOUCHERS	ALBUQUERQUE DIVISION
		450.00	FY23- BOOT VOUCHERS	BELEN DIVISION
147840	CENTURY EQUIPMENT	38.00	IGNITION KEYS FOR BELEN	BELEN DIVISION
147841	CHILD SUPPORT ENFORC	1,378.35	GARNISHMENT	NON DIVISION
147842	CONSTRUCTION TRUCK	123.67	RELAY UNIT 54419	ALBUQUERQUE DIVISION
147843	CONTINENTAL BATTERY	150.28	BATTERIES UNIT 47112	ALBUQUERQUE DIVISION
147844	CRAIG INDEPENDENT	20.60	TIRE REPAIR UNIT 1765.25	BELEN DIVISION
		20.60	TIRE REPAIR UNIT 53438	BELEN DIVISION
		117.42	TIRE REPAIR UNIT 54422	BELEN DIVISION
147845	CRITTERS OIL CHANGE	75.00	OIL CHANGE UNIT 53466	BELEN DIVISION
		75.00	OIL CHANGE UNIT 80011	BELEN DIVISION
147846	FIVE J'S AUTO PARTS	75.00	BCM UNIT 23801	ALBUQUERQUE DIVISION

Check Number	Vendor Name	Check Amount	Description	Location
147847	FRESNO VALVES	20,094.00	BERNALILLO COUNTY / TURNOUTS	ALBUQUERQUE DIVISION
147848	GENUINE NAPA	57.98	MISC PARTS UNIT 57020 & 57021	BELEN DIVISION
147849	LARRY H. MILLER CASA	950.23	CLUSTER & BCM UNIT 23801	ALBUQUERQUE DIVISION
147850	NEW MEXICO MUTUAL	33,690.04	DOWN , INSTALLMENT & DEDUCTIBLE	NON DIVISION
147851	POWER EQUIPMENT	149.88	IGNITION KEY-LAZER CUT BELEN DIVISION	BELEN DIVISION
147852	PURCELL TIRE COMPANY	1,225.44	TIRES UNIT 44420	ALBUQUERQUE DIVISION
147853	RAIN FOR RENT	4,012.12	PUMP MAINTENANCE- JUN23	ALBUQUERQUE DIVISION
147854	RAKS BUILDING SUPPLY	30.27	GATE MAINENANCE SUPPLIES	WATER OPS & CONS
147855	RANDY'S ACE HARDWARE	73.95	SUPPLIES FOR SHOP AIR CONDITIONER	SOCORRO DIVISION
147856	RIO GRANDE AGRICULTU	50,000.00	FY23-RGALT NRCS-ALE PROGRAM CONTRIBUTION	NON DIVISION
147857	RUSH TRUCK CENTERS	440.00	DEF HEADER/SENSOR ASSEMBLY UNIT 44420	ALBUQUERQUE DIVISION
147858	RUSSO BACA, STEPHANI	84.68	TRAVEL REIMBURSEMENT - EBID/MRGCD RIVER TOUR	BOARD OF DIRECTORS
147859	SDV CONSTRUCTION,	1,196.79	RESTROOM REPAIR	GENERAL OFFICE
147860	SOUTHERN TIRE MART	191.20	TIRE UNIT 80004	WATER OPS & CONS
147861	STAPLES ADVANTAGE	323.26	SUPPLIES	GENERAL OFFICE
147862	STATE OF NEW MEXICO	258.21	GARNISHMENT	NON DIVISION
147863	TYLER TECHNOLOGIES	66,739.07	FY24-TYLER MUNIS LICENSING	INFORMATION SYS
147864	VALENCIA COUNTY CLER	100.00	RELEASE OF LIENS	ACCOUNTING
147865	VALLEY SANITATION	20.80	BULKY ITEM DISPOSAL	BELEN DIVISION
147866	4 RIVERS EQUIPMENT	63.88	PARTS AND REPAIRS UNIT 57310	BELEN DIVISION
147867	AUTOZONE, INC	18.49	AIR FILTER UNIT 23801	ALBUQUERQUE DIVISION
147868	BERNALILLO COUNTY CL	25.00	RELEASE OF LIEN	ACCOUNTING
147869	BOOT BARN	150.00	FY24- BOOT VOUCHER	BELEN DIVISION
147870	CENTURY EQUIPMENT	443.80	ROCKERS UNIT 47027	ALBUQUERQUE DIVISION
147871	CITY OF ALBUQUERQUE	195,168.43	JUL23 - PRESBYTERIAN COA001401362	NON DIVISION
147872	CRITTERS OIL CHANGE	75.00	OIL CHANGE UNIT 53470	BELEN DIVISION
147873	DELTA DENTAL	11,131.47	JUL23- DELTA DENTAL FY2024	NON DIVISION
147874	DESERT GREENS EQUIPM	808.19	COMPRESSOR, DRYER, O-RINGS, & SENSOR UNIT 67016	SOCORRO DIVISION
147875	INLAND KENWORTH INC.	369.74	PARTS AND REPAIRS UNIT 54205	BELEN DIVISION
147876	JOHN THOMPSON CONSUL	12,318.75	CY23 -LOBBYIST SERVICES Q3	NON DIVISION
147877	MAINTENANCE SERVICE	414.10	JUL23-ABQ DIVISION JANITORIAL CLEANING	ALBUQUERQUE DIVISION
		2,036.03	JUL23-GENERAL OFFICE JANITORIAL CLEANING	GENERAL OFFICE
147878	MCT INDUSTRIES, INC.	252.61	MOTOR UNIT 54419	ALBUQUERQUE DIVISION
147879	NAPA AUTO PARTS	172.24	CLEANER & STARTER UNIT 23801	ALBUQUERQUE DIVISION
		267.81	MISC. PARTS UNIT 23801	ALBUQUERQUE DIVISION
		38.95	WRENCH	ER&T
147880	NEW MEXICO TRACTOR S	340.34	RADIATOR RESEVOIR UNIT 57026	BELEN DIVISION
147881	O'REILLY AUTO PARTS	576.40	MISC. PARTS UNIT 33437	COCHITI DIVISION
		288.59	MISC. PARTS UNIT 43449	ER&T
		309.57	MISC. PARTS UNIT 73432	ER&T
		126.58	STARTER UNIT 43620	ALBUQUERQUE DIVISION
147882	PRUDENTIAL OVERALL S	100.00	FY24- UNIFORM RENTAL	BELEN DIVISION
147883	PURCELL TIRE COMPANY	567.95	TIRE REPAIR/SERVICE CALL UNIT 37011	COCHITI DIVISION
		1,211.00	TIRES UNIT 64014	SOCORRO DIVISION
		693.60	TIRES UNIT 64413	SOCORRO DIVISION
147884	RED SHOVEL LLC	523.17	JUL23 MONTHLY GROUNDS MAINTENANCE	GENERAL OFFICE
147885	ROBERTS TRUCK CENTER	21.12	SEALING WASHER UNIT 54204	ER&T
147886	TAS SECURITY SYSTEMS	124.00	JUL23-SEP23 Q1 SECURITY CUST# 4230	NON DIVISION
147887	TYLER TECHNOLOGIES	7,941.80	FY24- 5 DAYS PACE TRAINING	ACCOUNTING
147888	WAGNER EQUIPMENT CO.	34.19	CONNECTOR, SEAL , & GASKET UNIT 57309	BELEN DIVISION
147889	WASTE MANAGEMENT	216.07	JUL23 - MONTHLY DUMPSTER SERVICE	COCHITI DIVISION
147890	WATER STRATEGIES	8,000.00	JUL23- FEDERAL CONSULTING SERVICES	NON DIVISION
147891	ACTION HOSE INC.	49.79	HYDRAULIC HOSE ASSEMBY UNIT 41001	ALBUQUERQUE DIVISION
147892	ALBUQUERQUE PUB	98.99	JUL23 - VAL CO NEWS BULLETIN BOARD MEETING NOTICE	BOARD OF DIRECTORS

Check Number	Vendor Name	Check Amount	Description	Location
		100.72	JUL23- EL DEFENSOR CHEIFTAIN BOARD MEETING NOTICE	BOARD OF DIRECTORS
147893	BAKER, CHARLES	255.00	JUL23- RODENT MANAGEMENT	SOCORRO DIVISION
147894	BANK OF AMERICA	1,785.00	TRAINING CLASSES & BOOKS QTY. 3	LICENSING & LAND SALES
147895	BJW VENTURES, LLC	285.00	TOOLBOX UNIT 23432	SAFETY DEPARTMENT
147896	BLACK ROCK	3,382.68	7/5/23- 12" TO 18" RIP RAP ROCK LOS LUNAS LEVEES	BELEN DIVISION
		2,786.28	7/7/23- 12" TO 18" RIP RAP ROCK LOS LUNAS LEVEES	BELEN DIVISION
147897	BOOT BARN	655.19	FY24- BOOT VOUCHERS	BELEN DIVISION
147898	BOYD-SHUCK NAPA	18.66	PARTS -# 8425.22 2017 ALAMO MOWER	SOCORRO DIVISION
		194.92	REPAIR ON UNIT# 64014 2008 FORD F350-SPRAYER	SOCORRO DIVISION
		245.76	REPAIR ON UNIT# 67017 2013 JD TRACTOR	SOCORRO DIVISION
147899	CONTINENTAL BATTERY	198.90	BATTERIES UNITS 43620 & 44008	ALBUQUERQUE DIVISION
147900	FINANCE AUTHORITY	11,084.93	JUL23 EQUIPMENT	NON DIVISION
147901	GREENWOOD, JEFFREY C	350.57	JUL23- RETIREE	HUMAN RESOURCES
		(200.00)	JUL23- RETIREE	NON DIVISION
147902	INTRAWORKS, INC.	138.88	FY24 SECURITY SOCORRO- JUL23-SEPT23	SOCORRO DIVISION
147903	LARRY H. MILLER CASA	448.46	MODULE UNIT 23801	ALBUQUERQUE DIVISION
147904	MARQUEZ, DENNIS M	1,222.58	JUL23- RETIREE	HUMAN RESOURCES
		(200.00)	JUL23- RETIREE	NON DIVISION
147905	MARTINEZ, DANIEL	528.22	JUL23- RETIREE	HUMAN RESOURCES
		(200.00)	JUL23- RETIREE	NON DIVISION
147906	MCT INDUSTRIES, INC.	35.00	IMPELLER FREIGHT UNIT 54015	BELEN DIVISION
		492.32	IMPELLER UNIT 54015	BELEN DIVISION
147907	PACIFIC OFFICE AUTO	318.57	JUL23 -COPIER LEASE 3RD YEAR - 2023-2024	ALBUQUERQUE DIVISION
		186.43	JUL23 -COPIER LEASE 3RD YEAR - 2023-2024	ER&T
		1,063.92	JUL23 -COPIER LEASE 3RD YEAR - 2023-2024	GENERAL OFFICE
147908	PNM	63.13	JUL23 - MONTHLY UTILITY CHARGES	COCHITI DIVISION
		16.47	JUL23 - MONTHLY UTILITY CHARGES	COCHITI DIVISION
		217.91	JUL23 - MONTHLY UTILITY CHARGES	COCHITI DIVISION
147909	STAPLES ADVANTAGE	330.52	INVENTORY ORDER FOR WAREHOUSE	INVENTORY
		18.33	MAGNETIC NAME TAGS	BELEN DIVISION
		265.00	WHITE BOARD	BELEN DIVISION
147910	TAFOYA, MARK A	600.93	JUL23- RETIREE	HUMAN RESOURCES
		(200.00)	JUL23- RETIREE	NON DIVISION
147911	UNIFORMS & MORE	315.00	POLO SHIRTS NEW ISO HIRES	WATER DISTRIBUTION DIV
147912	V-VARGAS, ERMELIND	351.86	JUL23- RETIREE	HUMAN RESOURCES
		(200.00)	JUL23- RETIREE	NON DIVISION
147913	VAISA, MORRIS	1,073.50	JUL23- RETIREE	HUMAN RESOURCES
		(200.00)	JUL23- RETIREE	NON DIVISION
147914	VALENCIA COUNTY CLER	25.00	RELEASE OF LIEN	ACCOUNTING
147915	4 RIVERS EQUIPMENT	1,266.67	7/1/23-7/7/23-LOADER RENTAL	BELEN DIVISION
		3,800.00	7/8/23-8/4/23- LOADER RENTAL	BELEN DIVISION
		174.71	COUPLERS UNIT 47207	ALBUQUERQUE DIVISION
		3,500.00	JUL23- WATER TRUCK RENTAL	BELEN DIVISION
147916	AGN GLASS LLC	139.50	WINDOW TINT UNIT 53466	BELEN DIVISION
147917	ALBUQUERQUE PUB	87.87	JUL23 - ABQ JOURNAL BOARD MEETING NOTICE	BOARD OF DIRECTORS
147918	AVALLONE, SARAH	280.67	JUL23- RETIREE	HUMAN RESOURCES
		(200.00)	JUL23- RETIREE	NON DIVISION
147919	BENAVIDEZ, CAROL	451.45	JUL23- RETIREE	HUMAN RESOURCES
		(200.00)	JUL23- RETIREE	NON DIVISION
147920	BOOT BARN	140.24	FY24- MARQUEZ JOHNATHAN- BOOT VOUCHER	BELEN DIVISION
		150.00	FY24- PERALTA JOHN- BOOT VOUCHER	BELEN DIVISION
147921	BOYD-SHUCK NAPA	63.34	PARTS-UNIT# 65104	SOCORRO DIVISION
		121.83	REPAIR ON UNIT# 63445	SOCORRO DIVISION
		102.19	SUPPLIES NEEDED FOR WELDING	SOCORRO DIVISION

Check Number	Vendor Name	Check Amount	Description	Location
147922	CENTURY EQUIPMENT	5,112.14	MOTOR UNIT 57027	BELEN DIVISION
147923	CINTAS FIRST AID	88.10	REPLENISH FIRST AID STATION	BELEN DIVISION
		60.82	REPLENISH FIRST AID STATION	SOCORRO DIVISION
147924	CONTINENTAL BATTERY	74.46	BATTERY UNIT 53441	ALBUQUERQUE DIVISION
		943.44	HYDROLOGY SUPPLIES	INVENTORY
147925	CRANE, JOHN	210.42	JUL23- RETIREE	HUMAN RESOURCES
		(200.00)	JUL23- RETIREE	NON DIVISION
147926	CRITTERS OIL CHANGE	75.00	OIL CHANGE UNIT 53455	BELEN DIVISION
		75.00	OIL CHANGE UNIT 53468	WATER DISTRIBUTION DIV
		75.00	OIL CHANGE UNIT 80006	WATER DISTRIBUTION DIV
		75.00	OIL CHANGE UNIT 80023	WATER DISTRIBUTION DIV
147927	DESERT GREENS EQUIPM	109.55	HOSE & O-RING UNIT 67004	SOCORRO DIVISION
		2,689.26	MISC. JOHN DEERE TRACTOR/MOWER PARTS UNIT 47019	ALBUQUERQUE DIVISION
		103.11	SENSOR & O-RING UNIT 47023	ALBUQUERQUE DIVISION
147928	DMC LOGISTICS	414.38	JUL23-DELIVERY OF BOD MEETING PACKETS	BOARD OF DIRECTORS
147929	GOMEZ, RAY	2,744.54	JUL23- RETIREE	HUMAN RESOURCES
		(200.00)	JUL23- RETIREE	NON DIVISION
147930	GPS, LLC	188.45	NEW TIRE UNIT# 64014 2008 FORD F350/SPRAYER	SOCORRO DIVISION
		121.22	SCHEDULED MAINTENANCE UNIT# 23433 2017 FORD	SOCORRO DIVISION
		117.69	TIRES REPLACED ON UNIT# 63445	SOCORRO DIVISION
147931	HUNTER BOWER LUMBER	1,919.68	LUMBER ORDER	INVENTORY
147932	INLAND KENWORTH INC.	451.28	KENWORTH FILTERS	INVENTORY
147933	LESEBERG'S	88.25	SCHEDULE MAINTENANCE UNIT# 80037 2022 FORD	WATER DISTRIBUTION DIV
147934	MARQUEZ, BELLINA C	720.74	JUL23- RETIREE	HUMAN RESOURCES
		(200.00)	JUL23- RETIREE	NON DIVISION
147935	MATHESON TRI-GAS INC	111.70	ARGON BOTTLE RE-FILL	ER&T
147936	MORA, RUBEN	564.10	JUL23- RETIREE	HUMAN RESOURCES
		(200.00)	JUL23- RETIREE	NON DIVISION
147937	NAPA AUTO PARTS	206.74	ALTERNATOR UNIT 23801	ALBUQUERQUE DIVISION
		(54.44)	CREDIT KIT INV 4392-196946	ALBUQUERQUE DIVISION
		10.95	FUEL CAP UNIT 23416	WATER OPS & CONS
		86.52	MISC PARTS UNIT 43621	ALBUQUERQUE DIVISION
		414.94	MISC. PARTS UNIT 23801	ALBUQUERQUE DIVISION
		4.59	OIL TREATMENT UNIT 23801	ALBUQUERQUE DIVISION
		13.55	SUPPLIES FOR ER&T	ER&T
147938	NATIONAL AUTO PARTS	190.00	MIRROR (LH) UNIT 23801	ALBUQUERQUE DIVISION
147939	O'REILLY AUTO PARTS	2.08	HEATER HOSE UNIT 43621	ALBUQUERQUE DIVISION
		148.73	MISC PARTS UNIT 33435	COCHITI DIVISION
147940	POWER FORD	221.92	TAILLAMP UNIT 80030	SOCORRO DIVISION
147941	PURCELL TIRE COMPANY	37.45	TIRE REPAIR UNIT 54419	ALBUQUERQUE DIVISION
147942	RAKS BUILDING SUPPLY	35.99	A/C PUMP	ER&T
147943	REAL TIME SOLUTIONS	1,281.56	FY23- ANNUAL COST FOR ONLINE PAYMENTS	NON DIVISION
147944	REFUNDS VENDOR	2,300.00	DAMAGE DEPOSIT REFUND	NON DIVISION
147945	SNYDER CONSTRUCTION	2,300.00	DAMAGE DEPOSIT REFUND	NON DIVISION
147946	SOUTHERN TIRE MART	795.18	TIRES UNIT 23432	SAFETY DEPARTMENT
		789.18	TIRES UNIT 23433	SOCORRO DIVISION
		784.58	TIRES UNIT 43460	ALBUQUERQUE DIVISION
147947	SOUTHWEST GENERAL TI	173.75	TIRE UNIT 80023	WATER DISTRIBUTION DIV
147948	STAPLES ADVANTAGE	157.60	GENERAL OFFICE SUPPLIES	GENERAL OFFICE
		19.01	LAMINATING POUCHES	NON DIVISION
147949	THOMPSON INFORMATION	1,980.00	GRANTS-THOMPSON SUBSCRIPTION 8/23 to 7/24	ACCOUNTING
147950	TNT STARTERS AND ALT	249.00	ALTERNATOR UNIT 67016	SOCORRO DIVISION
147951	VALENCIA COUNTY CLER	50.00	RELEASE OF LIENS	ACCOUNTING
147952	WIPER SUPPLY INC	1,135.60	TOWELS	INVENTORY

Check Number	Vendor Name	Check Amount	Description	Location
147953	ADVANCE AUTO PARTS	190.64	KNOB, HORN, & LATCH UNIT 43621	ALBUQUERQUE DIVISION
147954	ALBUQUERQUE SUPPLY	466.56	BUG SPRAY ORDER	INVENTORY
147955	AMAZON CAPITAL	3,694.40	COMPUTERS	INFORMATION SYS
		29.98	HARD DRIVE READER	INFORMATION SYS
147956	AWARDS ETC	6.50	TITLE PLATE FOR J. MCSWEENEY	ADMINISTRATION
147957	BLACK ROCK	4,390.94	12" TO 18" RIP RAP ROCK LOS LUNAS LEVEES	BELEN DIVISION
		9,509.61	FILL DIRT & GRAVEL	BELEN DIVISION
147958	CENTURY EQUIPMENT	156.14	BOLTS & NUTS UNIT 8425.22	SOCORRO DIVISION
		115.18	FUEL LEAK REPAIRS UNIT 57408	BELEN DIVISION
147959	CONTINENTAL BATTERY	93.16	BATTERY UNIT 43462	ALBUQUERQUE DIVISION
147960	CRITTERS OIL CHANGE	75.00	OIL CHANGE UNIT 53459	BELEN DIVISION
		75.00	OIL CHANGE UNIT 80034	WATER DISTRIBUTION DIV
147961	GENUINE NAPA	89.38	MISC PARTS UNIT 53415	BELEN DIVISION
		23.99	PARTS AND REPAIRS UNIT 53443	BELEN DIVISION
		301.49	PARTS AND REPAIRS UNIT 53809	BELEN DIVISION
		10.69	PARTS AND REPAIRS UNIT 54015	BELEN DIVISION
		28.12	SHOP SUPPLIES	BELEN DIVISION
		106.72	SHOP SUPPLIES & MISC PARTS UNIT 57309	BELEN DIVISION
147962	GOVERNMENT PORTFOLIO	943.01	JUN23- INVESTMENT ADVISOR FEES	ACCOUNTING
147963	HOTSY EQUIPMENT CO.	43.60	SWITCH UNIT 1585.22	ER&T
147964	HUB INTERNATIONAL	834.00	ADDING TWO EXCAVATOR TO 22-23 POLICY	NON DIVISION
147965	JARAMILLO, DANNY A.	1,364.10	JUL23- RETIREE	HUMAN RESOURCES
		(200.00)	JUL23- RETIREE	NON DIVISION
147966	JOSE M. AGUILAR J.A	195.82	TIRE REPAIR UNIT 57116	BELEN DIVISION
		194.18	TIRE REPAIR UNIT 57503	BELEN DIVISION
147967	NATIONAL AUTO PARTS	218.00	HEADLAMPS UNIT 23801	ALBUQUERQUE DIVISION
147968	SILVA'S AUTO TIRE	30.00	TIRE REPAIR UNIT 80002	WATER DISTRIBUTION DIV
147969	TECHNOLOGY INTEGRATI	2,138.90	JUL23- DATTO ANNUAL RENEWAL	INFORMATION SYS
147970	TLC CO, INC.	193.72	SERVICE CALL A/C IT/ AREA	GENERAL OFFICE
147971	VALENCIA COUNTY CLER	25.00	RELEASE OF LIEN	ACCOUNTING
		25.00	RELEASE OF LIEN	ACCOUNTING
147972	WAGNER EQUIPMENT CO.	435.28	PARTS AND REPAIRS UNIT 57309	BELEN DIVISION
147973	ATMAX EQUIPMENT CO	2,000.89	FILTERS FOR NEW ATMAX MOWERS	INVENTORY
147974	BERNALILLO COUNTY CL	25.00	RELEASE OF LIEN	ACCOUNTING
		25.00	RELEASE OF LIEN	ACCOUNTING
147975	BJW VENTURES, LLC	285.00	TOOLBOX UNIT 23432	SAFETY DEPARTMENT
147976	GENUINE NAPA	33.98	MISC PARTS UNIT 54106	BELEN DIVISION
		133.02	PARTS AND REPAIRS UNIT 37104	BELEN DIVISION
		74.97	PARTS AND REPAIRS UNIT 53443	BELEN DIVISION
147977	HONNEN EQUIPMENT CO	1,192.02	INSERTS UNIT 67504	SOCORRO DIVISION
147978	LARRY H. MILLER CASA	550.08	KIT & LAMPS UNIT 23801	ALBUQUERQUE DIVISION
147979	NEW MEXICO GAS CO	31.16	JUL23 MONTHLY UTILITY CHARGES	NON DIVISION
		28.79	JUL23 MONTHLY UTILITY CHARGES	ALBUQUERQUE DIVISION
		49.23	JUL23 MONTHLY UTILITY CHARGES	ER&T
147980	PNM	22.92	JUL23 MONTHLY UTILITY CHARGES	ALBUQUERQUE DIVISION
		57.64	JUL23 MONTHLY UTILITY CHARGES	BELEN DIVISION
		21.94	JUL23 MONTHLY UTILITY CHARGES	BELEN DIVISION
147981	PRUDENTIAL OVERALL S	6.94	FY 24 - MECHANIC UNIFORMS	COCHITI DIVISION
		50.00	FY24- UNIFORM RENTAL	BELEN DIVISION
		18.78	FY24-UNIFOM RENTAL	ER&T
		116.00	PRUDENTIAL RESTOCKING FEES	SOCORRO DIVISION
147982	TAFOYA, MARK A	600.93	AUG23- RETIREE	HUMAN RESOURCES
147983	TAS SECURITY SYSTEMS	7,971.74	BELEN ALARM UPGRADE	BELEN DIVISION
147984	AMAZON CAPITAL	88.38	CCNA EXAM TRAINING BOOKS/ A. MARTINEZ	INFORMATION SYS

Check Number	Vendor Name	Check Amount	Description	Location
		1,756.86	TABLETS/IPAD & KEYBOARD	INFORMATION SYS
147985	BERNALILLO COUNTY CL	25.00	RELEASE OF LIEN	ACCOUNTING
		25.00	RELEASE OF LIEN	ACCOUNTING
147986	BJW VENTURES, LLC	158.00	STROBE LIGHTS UNITS 44602 & 63446	ALBUQUERQUE DIVISION
		544.00	STROBE LIGHTS UNITS 44602 & 63446	LICENSING & LAND SALES
147987	BOBCAT OF ALBUQUERQU	260.18	MISC. BOBCAT SKID STEER PARTS UNIT 47203	ALBUQUERQUE DIVISION
147988	BOYD-SHUCK NAPA	45.25	MATERIALS - WADE ORR PROJECT	SOCORRO DIVISION
		33.99	PART FOR UNIT 65105	SOCORRO DIVISION
		111.99	REPAIR ON UNIT 67004	SOCORRO DIVISION
147989	CASTLE BRANCH, INC.	207.32	PRE EMPLOYMENT SCREENINGS	HUMAN RESOURCES
147990	CENTURY LINK	287.08	JUL23 MONTHLY CHARGES	SOCORRO DIVISION
147991	CONSTRUCTION RENTAL	102.11	CARBURETOR UNIT 6627.67	ALBUQUERQUE DIVISION
147992	CRAIG INDEPENDENT	20.60	FLAT REPAIR UNIT 80026	WATER DISTRIBUTION DIV
		34.88	TIRE REPLACEMENT UNIT 54106	BELEN DIVISION
147993	CRITTERS OIL CHANGE	75.00	OIL CHANGE UNIT 53469	BELEN DIVISION
		75.00	OIL CHANGE UNIT 54021	BELEN DIVISION
147994	DESERT GREENS EQUIPM	1,871.97	JOHN DEERE FILTER ORDER	INVENTORY
		45.14	MISC. JOHN DEERE MOWER PARTS UNIT 67019	SOCORRO DIVISION
147995	FLEETPRIDE	264.90	BRACKET UNIT 65103	SOCORRO DIVISION
147996	GENUINE NAPA	157.08	HYDRAULIC LEAK REPAIRS UNIT 57026	BELEN DIVISION
147997	GPS, LLC	146.15	TIRE REPAIR ON UNIT 67017	SOCORRO DIVISION
147998	HM LIFE INSURANCE	1,604.18	JUL23 - DAVIS VISION FY2024	NON DIVISION
147999	HUB INTERNATIONAL	50,349.93	POLICY YEAR 23-24 FOR POLLUTION/ENVIRONMENTAL	NON DIVISION
		68,700.00	POLICY YEAR 23-24 -QRT1 BUSINESS AUTO	NON DIVISION
		110,163.00	POLICY YEAR 23-24 -QRT1 COMPREHENSIVE INSURANCE	NON DIVISION
		48,150.25	POLICY YEAR 23-24 -QRT1 EXCESS LIABILITY UMBRELLA	NON DIVISION
148000	INLAND KENWORTH INC.	18.00	PUMP UNIT 44602	ALBUQUERQUE DIVISION
148001	INTERSTATE BATTERIES	214.95	BATTERY UNIT 80016	WATER DISTRIBUTION DIV
148002	LARRY H. MILLER CASA	135.42	DOOR LATCH UNIT 43621	ALBUQUERQUE DIVISION
148003	LEGALSHIELD	495.80	LEGALSHIELD FY2024	NON DIVISION
148004	LESEBERG'S	101.27	SCHEDULED MAINTENANCE- UNIT 80017	WATER DISTRIBUTION DIV
148005	MRGCD PETTY CASH EA	35.92	REPLENISH PETTY CASH - TABET LUMBER- COLE	BELEN DIVISION
148006	NAPA AUTO PARTS	74.18	BOTTLE JACK	COCHITI DIVISION
		79.98	FLASHLIGHT	COCHITI DIVISION
		18.47	GLOVES	ER&T
		71.25	MISC SUPPLIES	BELEN DIVISION
		123.72	MISC SUPPLIES	ER&T
		63.92	MISC. PARTS UNIT 23801 & SUPPLIES	ALBUQUERQUE DIVISION
		68.85	MISC. PARTS UNIT 23801 & SUPPLIES	ER&T
		37.06	MISC. PARTS UNIT 37308 & SUPPLIES	COCHITI DIVISION
		23.48	MISC. PARTS UNIT 37308 & SUPPLIES	ER&T
		69.26	MISC. PARTS UNIT 43621 & 47207 & SUPPLIES	ALBUQUERQUE DIVISION
		66.86	MISC. PARTS UNIT 43621 & 47207 & SUPPLIES	ER&T
		51.36	MISC. PARTS UNIT 44602	ALBUQUERQUE DIVISION
148007	O'REILLY AUTO PARTS	129.99	COMPRESSION TESTER	ER&T
		9.99	MOTOR TREATMENT UNIT 43620	ALBUQUERQUE DIVISION
		9.30	PARTS NEEDED-UNIT 63808	SOCORRO DIVISION
		68.97	SENSOR UNIT 43620	ALBUQUERQUE DIVISION
		189.90	TRAINING CLASS	BELEN DIVISION
		379.80	TRAINING CLASS	ER&T
		189.90	TRAINING CLASS	SOCORRO DIVISION
148008	PARTS AUTHORITY	1,582.73	BALDWIN FILTER ORDER	INVENTORY
148009	PNM	16.80	JUL23 MONTHLY UTILITY CHARGES	ALBUQUERQUE DIVISION
		239.91	JUL23 MONTHLY UTILITY CHARGES	ER&T

Check Number	Vendor Name	Check Amount	Description	Location
		2,455.68	JUL23 MONTHLY UTILITY CHARGES	GENERAL OFFICE
		10.40	JUL23 MONTHLY UTILITY CHARGES	ALBUQUERQUE DIVISION
		57.38	JUL23 MONTHLY UTILITY CHARGES	ALBUQUERQUE DIVISION
148010	PURCELL TIRE COMPANY	123.34	TIRE REPAIR UNIT 37011	COCHITI DIVISION
		26.75	TIRE REPAIR UNIT 80018	WATER DISTRIBUTION DIV
148011	RAKS BUILDING SUPPLY	5.98	MATERIALS - WADE ORR PROJECT	SOCORRO DIVISION
		30.87	SUPPLIES NEEDED FOR NEW BELEN	GRANTS FUND
148012	RANDY'S ACE HARDWARE	6.78	REPAIR ON UNIT 67004	SOCORRO DIVISION
		39.97	REPAIR ON UNIT 8425.22	SOCORRO DIVISION
148013	ROADSAFE TRAFFIC	1,608.06	MESSAGE BOARD RENTAL- CORRALES SIPHON	ALBUQUERQUE DIVISION
148014	SANCHEZ, LUCAS	3,137.43	RELEASE AGREEMENT PD#202400005	NON DIVISION
148015	SILVA'S AUTO TIRE	35.00	FLAT REPAIR UNIT 80023	WATER DISTRIBUTION DIV
148016	SOCORRO ELECTRIC	130.90	JUL23 MONTHLY UTILITY CHARGES	SOCORRO DIVISION
148017	SOUTHERN TIRE MART	48.49	TIRE REPAIR UNIT 44412	ALBUQUERQUE DIVISION
		293.91	TIRE REPAIR UNIT 47019	ALBUQUERQUE DIVISION
		388.05	TIRE REPAIR/SERVICE CALL UNIT 47023	ALBUQUERQUE DIVISION
148018	SOUTHWEST GENERAL TI	534.02	TIRES UNIT 54106	BELEN DIVISION
148019	VALENCIA COUNTY CLER	25.00	RELEASE OF LIEN	ACCOUNTING
		25.00	RELEASE OF LIEN	ACCOUNTING
148020	WIPER SUPPLY INC	67.85	GREASE OIL ABSORBENT	INVENTORY
148021	4 RIVERS EQUIPMENT	25.99	FILTER UNIT 47311	ALBUQUERQUE DIVISION
		223.02	GASKETS & SEALS UNIT 57503	BELEN DIVISION
148022	ACTION HOSE INC.	9.36	CABLE TIES & FITTING UNIT 47313	ALBUQUERQUE DIVISION
		12.53	CABLE TIES & FITTING UNIT 47313	ER&T
148023	ALBUQUERQUE BOLT	12.80	LOCK NUTS & NUTS UNIT 47019	ALBUQUERQUE DIVISION
148024	ALL AROUND AUTO	77.94	MAINTENANCE ON UNIT 64006	SOCORRO DIVISION
		21.00	TIRE REPAIR UNIT 63436	SOCORRO DIVISION
148025	BAKER UTILITY SUPPLY	8,570.00	HDP PIPE ORDER	INVENTORY
148026	BOOT BARN	150.00	FY24- BARELA JOSEPH- BOOT VOUCHER	BELEN DIVISION
		150.00	FY24- DAVLIN LARRY- BOOT VOUCHER	BELEN DIVISION
		144.49	FY24- GARCIA STEVEN- BOOT VOUCHER	BELEN DIVISION
		150.00	FY24- GONZALES MICHAEL- BOOT VOUCHER	BELEN DIVISION
		148.74	FY24- SILVA DOMINIC- BOOT VOUCHER	BELEN DIVISION
148027	CENTURY EQUIPMENT	2,033.22	BLADES AND HARDWARE	INVENTORY
		173.27	ELBOW UNIT 47024	ALBUQUERQUE DIVISION
		6,050.35	PUMP ASSEMBLY UNIT 57020	BELEN DIVISION
148028	GENUINE NAPA	212.47	PARTS AND REPAIRS UNIT 54019	BELEN DIVISION
		267.96	PARTS AND REPAIRS UNIT 54422 & 54423	BELEN DIVISION
		124.02	PARTS AND REPAIRS UNIT 57116	BELEN DIVISION
148029	GRAINGER	115.94	GAS CAN FOR ABQ DIVISION	ALBUQUERQUE DIVISION
		80.83	THERMOSTAT / GENERAL OFFICE	NON DIVISION
148030	HEIGHTS SECURITY	55.38	DUPLICATE KEYS	ER&T
148031	HIGH DESERT INDUSTRI	47.81	OXYGEN BOLTTLLE REFILLED UNIT 8921.32	BELEN DIVISION
148032	MATHESON TRI-GAS INC	260.88	SHOP WELDING SUPPLIES	SOCORRO DIVISION
148033	NAPA AUTO PARTS	19.03	MISC PARTS UNIT 47019	ALBUQUERQUE DIVISION
		47.29	SHOP SUPPLIES	ER&T
148034	NM STATE UNIVERSITY	500.00	SPONSORSHIP FIELD DAY AG. SCIENCE CENTER AUG23	NON DIVISION
148035	NM TECH	317.61	05/22/2023-06/18/2023 - ASR FEASIBILITY STUDY	GRANTS
148036	O'REILLY AUTO PARTS	283.02	COMPRESSOR & A/C KIT UNIT 43621	ALBUQUERQUE DIVISION
		31.44	PARTS AND REPAIRS UNIT 54019	BELEN DIVISION
		159.99	PARTS AND REPAIRS UNIT 54420	BELEN DIVISION
		28.97	PARTS AND REPAIRS UNIT 73614 & 57407	BELEN DIVISION
		10.99	SHOP SUPPLIES	BELEN DIVISION
148037	OCCUPATIONAL HEALTH	103.44	DOT RECERT	ALBUQUERQUE DIVISION

Check Number	Vendor Name	Check Amount	Description	Location
148038	PREVENTIVE PEST	112.06	GENERAL PEST CONTROL FOR ER&T	ER&T
148039	ROBERTS TRUCK CENTER	1,187.52	A/C COMPRESSOR UNIT 54423	BELEN DIVISION
		(90.00)	CREDIT CORE CHARGE INV X814057179:01	BELEN DIVISION
		85.84	DIFFERENTIAL LEAK REPAIRS UNIT 54420	BELEN DIVISION
148040	SAFETY-KLEEN CORP.	365.93	SERVICE PARTS CLEANER	SOCORRO DIVISION
148041	SORBCO	85.41	MISC PARTS UNIT 57047	BELEN DIVISION
148042	SOUTHWEST GENERAL TI	173.75	TIRE UNIT 63427	SOCORRO DIVISION
148043	TNT STARTERS AND ALT	299.00	ALTERNATOR UNIT 67017	SOCORRO DIVISION
148044	UNUM LIFE INSURANCE	3,754.16	JUL23- LIFE, AD&D, STD, & LTD	NON DIVISION
148045	4 RIVERS EQUIPMENT	38.56	FILTERS UNIT 47311	ALBUQUERQUE DIVISION
148046	AGN GLASS LLC	139.50	WINDOW TINT UNIT 80017	WATER DISTRIBUTION DIV
148047	ALBUQUERQUE PUB	188.56	LEGAL AD FOR BID	PURCHASING
148048	AT&T	5,771.02	JUL23 MONTHLY WIRELESS CHARGES	ALL DEPTS./DIVISIONS
148049	ATMAX EQUIPMENT CO	258,325.10	MACHINE MOWER UNIT 47028	ALBUQUERQUE DIVISION
148050	BANK OF AMERICA	1,140.75	HOTEL ESRI CONFERENCE SAN DIEGO, CA- FEYGIN D	ENGINEERING & MAPPING
		1,140.75	HOTEL ESRI CONFERENCE SAN DIEGO, CA- LOPEZ A	ENGINEERING & MAPPING
		1,140.75	HOTEL ESRI CONFERENCE SAN DIEGO, CA- STRECH D	DATA INTEGRATION
		100.79	IT SUPPLIES	GENERAL OFFICE
		1,039.90	IT SUPPLIES	INFORMATION SYS
		179.30	RECOVERY STRAP	ALBUQUERQUE DIVISION
		89.65	RECOVERY STRAP	SOCORRO DIVISION
		650.00	REGISTRATION INAUGURAL CRGWU MEETING OCT2023	CONSERVATION/PLANNING
		1,300.00	REGISTRATION INAUGURAL CRGWU MEETING OCT2023	EXEC TEAM
		40.00	WRIT OF ASSISTANCE FOR BERNCO FILING	NON DIVISION
148051	BERNALILLO COUNTY CL	25.00	RELEASE OF LIEN	ACCOUNTING
148052	BOOT BARN	2,521.41	FY24- DIVISION BOOT VOUCHERS	ALBUQUERQUE DIVISION
148053	BOYD-SHUCK NAPA	74.65	MISC PARTS UNIT 65103	SOCORRO DIVISION
148054	CHASE MECHANICAL LLC	202.03	SERVICE CALL A/C IT/ AREA	GENERAL OFFICE
148055	CHILD SUPPORT ENFORC	1,250.35	GARNISHMENT	NON DIVISION
148056	CONSTRUCTION TRUCK	148.67	TARP BAR UNIT 44012	ALBUQUERQUE DIVISION
148057	CONTINENTAL BATTERY	150.28	BATTERIES UNITS 13432 & 57407	BELEN DIVISION
		180.20	BATTERIES UNITS 13432 & 57407	EXEC TEAM
		309.40	BATTERIES UNITS 80038 & 43459	WATER DISTRIBUTION DIV
148058	DESERT GREENS EQUIPM	705.55	VALVE UNIT 47023	ALBUQUERQUE DIVISION
148059	FEYGIN, DANIELLE	163.52	EXTRA EXPENSES SAN DIEGO, CA ESRI CONFERENCE	ENGINEERING & MAPPING
148060	GPS, LLC	72.69	TIRE REPAIR- UNIT 64413	SOCORRO DIVISION
148061	IMSCO DIVISION	517.40	2007 LOCKS- REPLENISH INVENTORY	INVENTORY
148062	LOPEZ, ALICIA	301.16	ACTUAL EXPENSES SAN DIEGO, CA ESRI CONFERENCE	ENGINEERING & MAPPING
148063	NAPA AUTO PARTS	105.00	MISC PARTS UNIT 53423	ALBUQUERQUE DIVISION
		3.74	MISC PARTS UNIT 73616	ER&T
		198.36	MISC PARTS UNIT 73616 & SHOP SUPPLIES	ER&T
148064	PENA BLANCA SANIT	80.39	SYSTEM# 38 JUL23	COCHITI DIVISION
148065	PNM	14.29	JUL23 MONTHLY UTILITY CHARGE	ALBUQUERQUE DIVISION
148066	RANDY'S ACE HARDWARE	12.76	MISC PARTS UNIT 67016	SOCORRO DIVISION

Check Number	Vendor Name	Check Amount	Description	Location
148067	ROBERTS TRUCK CENTER	56.82	FILTER UNIT 54419	ALBUQUERQUE DIVISION
148068	RUSH TRUCK CENTERS	86.90	THERMOSTAT UNIT 54418	BELEN DIVISION
148069	SOCORRO COUNTY CLERK	25.00	RELEASE OF LIEN	ACCOUNTING
148070	SPECIALTY COMMUNICAT	322.88	JUL23- RADIO REPEATER	NON DIVISION
148071	STAPLES ADVANTAGE	128.05	OFFICE SUPPLIES	BELEN DIVISION
		77.88	SUPPLIES	ENGINEERING & MAPPING
		8.17	SUPPLIES	ER&T
		8.17	SUPPLIES	GENERAL OFFICE
148072	STATE OF NEW MEXICO	258.21	GARNISHMENT	NON DIVISION
148073	STRECH, DOUG	67.87	EXTRA EXPENSES SAN DIEGO, CA ESRI CONFERENCE	DATA INTEGRATION
148074	UNUM LIFE INSURANCE	1,744.54	JUL23-CRITICAL, HOSPITAL & ACCIDENT	NON DIVISION
148075	ANM, INC.	3,655.10	CISCO DUO MFA	INFORMATION SYS
		5,787.32	CISCO NETWORK EQUIPMENT	INFORMATION SYS
		16,500.00	EMAIL PROTECTION	INFORMATION SYS
148076	ARCADIAN INC.	75.62	STEALTH ANTENNA	WATER OPS & CONS
148077	BANK OF AMERICA	38.83	AUG23- INTERMEDIA MONTHLY	INFORMATION SYS
		22.17	GODADDY ANNUAL RENEWAL	INFORMATION SYS
		38.87	JUL23- INTERMEDIA MONTHLY	INFORMATION SYS
		2.16	JUL23- ZENDESK MONTHY CHARGE	INFORMATION SYS
		99.42	SOFT SHACKLE 80,000 LB / LEEANN CORWIN	ALBUQUERQUE DIVISION
148078	BJW VENTURES, LLC	275.00	SEAT COVER UNIT 57503	BELEN DIVISION
148079	BOOT BARN	585.99	FY24- DIVISION BOOT VOUCHERS	WATER DISTRIBUTION DIV
		871.98	FY24- DIVISION BOOT VOUCHERS	ER&T
		150.00	FY24- DIVISION BOOT VOUCHERS	PURCHASING
148080	CHAVEZ CHRIS	100.00	SOILS LAB TEST REFUND	NON DIVISION
148081	GENUINE NAPA	25.47	MISC PARTS UNIT 53809	BELEN DIVISION
		288.17	MISC PARTS UNIT 54418	BELEN DIVISION
		23.76	MISC PARTS UNIT 57026	BELEN DIVISION
148082	GPS, LLC	413.52	NEW TIRES ON UNIT 67115	SOCORRO DIVISION
148083	NEW MEXICO TRACTOR S	57.32	ELBOW FITTING UNIT 57020	BELEN DIVISION
148084	O'REILLY AUTO PARTS	310.84	A/C COMPRESSOR UNIT 53454	BELEN DIVISION
148085	PRUDENTIAL OVERALL S	6.94	FY24 - MECHANIC UNIFORMS	COCHITI DIVISION
		50.00	FY24- UNIFORM RENTAL	BELEN DIVISION
		18.78	FY24-UNIFOM RENTAL	ER&T
148086	SNELLING	111.02	TEMP HELP- 1.5 HRS- CONTROLLER (7/2/23)	ACCOUNTING
		555.08	TEMP HELP- 7.5 HRS- CONTROLLER (7/12/23)	ACCOUNTING
		610.58	TEMP HELP- 8.25 HRS- CONTROLLER (7/18/23)	ACCOUNTING
148087	SORBCO	83.73	MECHANIC TRUCK SUPPLIES	BELEN DIVISION
148088	SURVEYORS SOURCE LLC	2,500.00	SMARTNET - SURVEY CONNECTION SUBSCRIPTION	INFORMATION SYS
148089	UNICOR	124.16	7/19/23 SHRED BINS PICKUP	ACCOUNTING
148090	VALENCIA COUNTY CLER	25.00	RELEASE OF LIEN	ACCOUNTING
		938,325.59	TOTAL PAYROLL	
		1,586,570.67	TOTAL CHECKS	
		\$ 2,524,896.26	GRAND TOTAL	
Pamela S. Fanelli, CFO		Stephanie Russo Baca, Chair		

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**MINUTES OF THE
2,201st REGULAR MEETING OF THE
BOARD OF DIRECTORS OF THE
MIDDLE RIO GRANDE CONSERVANCY DISTRICT**

JULY 10, 2023 - 3:00 PM

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

DIRECTORS

STAFF

Stephanie Russo Baca, Madam Chair	Present	Jason Casuga	Chief Engineer/CEO
Karen Dunning, Vice Chair	Present	Lorna Wiggins	General Counsel
Barbara Baca, Director	Absent	Dr. Charles DuMars	Chief Water Counsel
John Kelly, Director	Absent	Pamela Fanelli	Secretary-Treasurer/CFO
Joaquin Baca, Director	Absent	Eric Zamora	Chief Operating Officer
Glen Duggins, Director	Present	Anne Marken	Water Distribution Division Mgr.
Michael T. Sandoval, Director	Present	Matt Martinez	Water Operations Division Mgr.

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12
13
The following names of individuals were interested viewers, callers and/or participants

Ernie Marquez, AES	Eli Lovato, AES	Jennifer Faler, USBR
Reyna Banteah, SVAA	Santiago Maestas, SVAA	Matthew Piccarello, The Nature Conservancy
Anna Gallegos	Georgina Serna-Pacheco	Christine Nardi, MRGCD
Eddie Baca	Nate Francis, SVAA	Judith McSweeney, MRGCD
Mark Murphy, SWCA	James Sanchez	Ashley Veihl, MRGCD
Angelina Lopez-Brody, AFSC	Annalise Porter	Haley Ormsbee, MRGCD
Martin Haynes	Tarah Jaramillo, MRGCD	Josh Hind, MRGCD

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AGENDA ITEM NO. 1 – PLEDGE OF ALLEGIANCE

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18
Annalise Porter led the Pledge of Allegiance at today's meeting.

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21
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.

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AGENDA ITEM NO. 2 – APPROVAL OF THE AGENDA

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26
Mr. Casuga asked to swap Item 5 and 6. Vice Chair Dunning also asked to move 11(e) to 11(a).

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

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AGENDA ITEM NO. 3 - CONSENT AGENDA

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- a. Consideration/Approval of Payment Ratification - July 10, 2023
 - b. Consideration/Approval of June 2023 Invoice for Wiggins, Williams & Wiggins
 - c. Consideration/Approval of June 2023 Invoice for Law and Resource Planning Assoc.
 - d. Consideration/Approval of the Minutes for the Regular Meeting Board Meeting - June 12, 2023

- 39 e. **Memo on MRGCD Approved Licenses for June 2023 (For Informational Purposes**
 40 **Only)**
 41 f. **Consideration/Approval for Albuquerque Division Gate through NM State Pricing**
 42 **Agreement**
 43 g. **Consideration/Approval for General Office Fencing through NM State Pricing**
 44 **Agreement to Protect MRGCD Property from Theft, including Catalytic Converters**
 45

46 Vice Chair Dunning asked how many catalytic converters had been stolen, to which Mr. Zamora
 47 said it was about a dozen in the last six months.
 48

49 Vice Chair Dunning made the **MOTION TO APPROVE THE CONSENT AGENDA.**
 50 Seconded by Director Michael T. Sandoval. The **MOTION CARRIED UNANIMOUSLY.**
 51

52 **AGENDA ITEM NO. 4 - Consideration/Approval of 2023 MRGCD Election Items**
 53

- 54 a. **Report from Election Committee Meeting, July 6, 2023 (Directors Joaquin Baca,**
 55 **Sandoval, and Vice Chair Dunning)**
 56

57 Vice Chair Dunning discussed the Election Committee Meeting. She stated the main goal
 58 was to approve polling locations before knowing who the candidates would be. She said
 59 they decided to recommend going with the status quo, with the exception of Los Ranchos,
 60 which they did ask to change because the government offices were not available.
 61

62 Chair Russo Baca made the **MOTION TO APPROVE THE REPORT FROM THE**
 63 **ELECTION COMMITTEE.** Seconded by Director Joaquin Baca. The **MOTION CARRIED**
 64 **UNANIMOUSLY.**
 65

- 66 b. **Discussion/Approval of Polling Locations - Eli Lovato, Election Director**
 67

68 Mr. Lovato stated there were two polling locations in question. He thanked Director Sandoval
 69 that they received approval to use the Sandia Pueblo Senior Mill Site. The other was the Agri-
 70 Nature Center in Los Ranchos, which they're still waiting for a response. He said they did
 71 receive an email from Chief Leo Perez accommodating the fire headquarters on 2nd Street,
 72 which is one mile from the boy scout building.
 73

74 The Chair questioned whether to table the item as the sites weren't finalized but Ms. Wiggins
 75 stated the board can take action knowing that there may be an alternative site. She said if you
 76 approve the first and second choices, then it would be a matter of reporting at the next meeting
 77 the final group of polling places.
 78

79 Chair Russo Baca made the **MOTION TO APPROVE THE POLLING LOCATIONS**
 80 **WITH UNDERSTANDING THAT THE FIRST AND SECOND CHOICES ARE ALSO**
 81 **APPROVED FOR THE BOARD.** Seconded by Vice Chair Dunning. The **MOTION CARRIED**
 82 **UNANIMOUSLY.**
 83

- 84 c. **Discussion/Approval for Resolution BD-07-10-23-55, Regarding Election Signage**
 85

86 Vice Chair Dunning stated earlier that it's too hard to police the little signs and they would
 87 prohibit large signs. She recommended the District needed to have a temporary signage policy
 88 put in place at some point. The reason behind the resolutions is the MRGCD has many rules
 89 about getting a license but nothing about a temporary signage policy. She wanted to explain

90 that when there's a sign placed on MRGCD property it doesn't mean that MRGCD is promoting
 91 a candidacy.
 92

93 Director Joaquin Baca made the **MOTION TO APPROVE RESOLUTION BD-07-10-23-**
 94 **55.** Seconded by Director Sandoval. The **MOTION CARRIED UNANIMOUSLY.**
 95

96 **AGENDA ITEM NO. 5 - REPORT FROM MRGCD GENERAL COUNSEL - Lorna M. Wiggins**
 97

98 Ms. Wiggins explained the MRGCD was forced to seek a temporary restraining order from
 99 Judge Erin O'Connell as a result of Adriana Villar's effort to alter, modify, and damage the
 100 portions of the Rogers Lateral on the western boundaries of her property. The court granted full
 101 relief sought by the MRGCD and were granted access to all portions of Ms. Villar's property.
 102 Ms. Wiggins stated MRGCD was required to rebuild and recreate the damaged part of the
 103 Rogers Lateral but was met with impediments, interference and troubling behavior by Ms. Villar
 104 when trying to do so. She stated they then had to go back to court for assistance. Ms. Wiggins
 105 thanked and acknowledged the personnel who were on site under difficult circumstances. They
 106 had to have Bernalillo County Sheriff's deputies on site for the first several times, for the full
 107 number of hours the crew was present and periodically to conduct well checks as needed.
 108

109 Vice Chair Dunning thanked everyone for their bravery and asked if people on the Rogers
 110 Lateral had received water yet. Ms. Wiggins stated they had not but were able to staff crews
 111 with resources to maybe salvage some of the irrigation season for them.
 112

113 **AGENDA ITEM NO. 6 - ITEMS FROM THE FLOOR (Comments are limited to six (6)**
 114 **minutes)**
 115

116 **Martin Haynes**

117 Mr. Haynes thanked the Board for allowing him to attend the tour of MRGCD and EBID
 118 (Elephant Butte Irrigation District). He said the biggest takeaway he took from the trip was that
 119 MRGCD needed to work with EBID and El Paso Irrigation District in getting water past a gauge
 120 the New Mexico-Texas line. He stated he did not feel like it had been dealt with appropriately.
 121 He stated they had let water be taken from water right holders and spill into habitat. Mr. Haynes
 122 felt that all that needed to be done was to get the Low Flow Conveyance Channel back into the
 123 condition it was in and get water delivered to the next gauge down from the San Marcial Gauge.
 124

125 **Anna Gallegos**

126 Ms. Gallegos, a water user for about 50 years, thanked all the people that had been going out
 127 and working on the Rogers Lateral. She stated she had fruit trees that were hard to water with
 128 city water, which ran her bill high.
 129

130 **Georgina Serna-Pacheco**

131 Ms. Serna-Pacheco stated she lived next door to Ms. Villar, who caused damage, time, money,
 132 and headaches to the people who were trying to fix the ditch. She said she was concerned if
 133 irrigation would open up and if they would get flooded. She thanked everyone that helped with
 134 the effort and hoped things would get resolved and calmed down.
 135

136 **Mark Garcia**

137 Mr. Garcia thanked Martin Haynes for coming out. He asked who decides when a habitat
 138 becomes a habitat and why. He said it was very concerning. Mr. Casuga stated they would
 139 answer that question in writing.
 140
 141

142 **Eddie Baca**
 143 Mr. Baca thanked everyone who helped with the Rogers Lateral. He also thanked Ms. Lorna
 144 Wiggins for her help.

145
 146 **Santiago Maestas**
 147 Mr. Maestas thanked everyone at the MRGCD for the work they did to restore the acequia. He
 148 said the commission filed criminal charges against Ms. Villar for interfering with the acequia and
 149 denying the commission’s access to the easement. He said Bernalillo County Sheriff’s
 150 Department was conducting an investigation to be able to testify in the case against her.

151
 152 **Reyna Banteah**
 153 Ms. Banteah, an irrigator and farmer along the Rogers Lateral, showed appreciation to MRGCD
 154 for all the work they had been doing.

155
 156 **Angelina Lopez-Brody**
 157 Ms. Lopez-Brody, a neighbor of the damaged property off the Rogers Lateral, thanked the
 158 Conservancy District for stepping up and helping. She highlighted a ditch rider, Anderson
 159 (Tolth). She said he was an excellent resource. She also mentioned they may see her in the
 160 future as a collaborator, as she worked for American Friends Service Committee.

161
 162
 163 **AGENDA ITEM NO. 7 - REPORT(S) FROM THE HUMAN RESOURCES DEPARTMENT -**
 164 **Christine L. Nardi, MBA**

165
 166 **a. Introduction of MRGCD New Hires**

167
 168 Ms. Nardi applauded all the employees and staff for stepping up and helping with the Rogers
 169 Lateral. She continued to report the General Office hired two ISOs for the Belen service area.
 170 She stated there was a promotion from field maintenance tech to light equipment operation in
 171 the Albuquerque Division. She said there was also a promotion in Belen Division from medium
 172 equipment operator to heavy equipment operator. Ms. Nardi updated the vacancy rate to 9.2%.
 173



Memorandum

To: MRGCD Chair Russo Baca and Board of Directors
 Through: Jason M. Casuga, Chief Engineer/CEO
 From: Human Resources
 Date: July 10, 2023
 Re: Introduction of New Hires and Job/Title Changes

General Office

ANDREW	ORTEGA	IRRIGATION SYSTEMS OPERATOR	06/26/2023
AUSTIN	SAUCEDA	IRRIGATION SYSTEMS OPERATOR	06/26/2023

Albuquerque Division

STEVEN	OTERO	LIGHT EQUIPMENT OPERATOR	06/26/2023 PROMOTION
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Belen Division

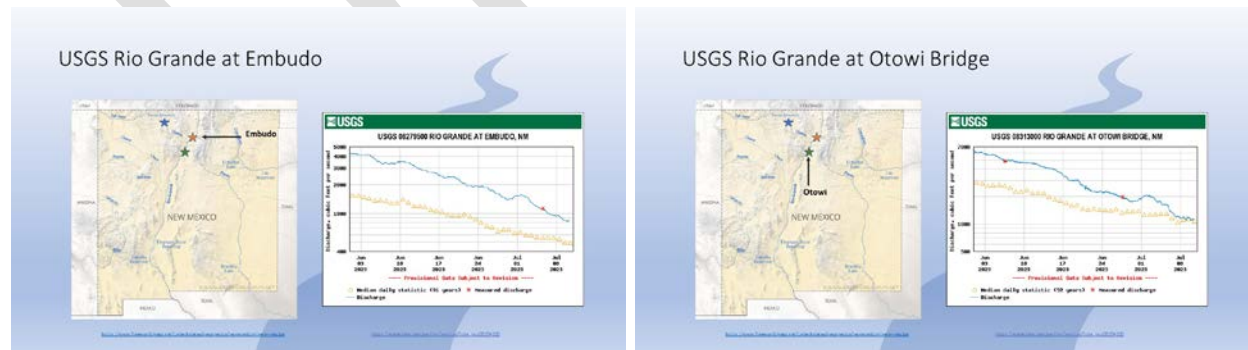
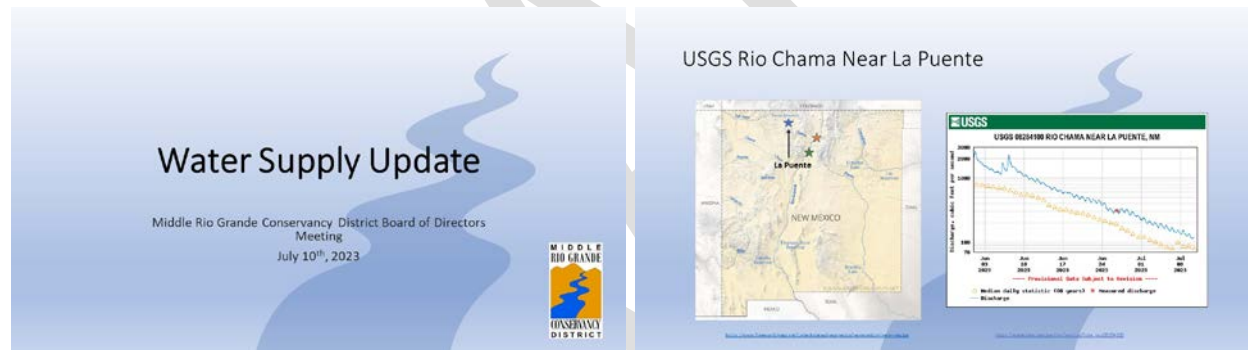
MACY	BAYLESS	HEAVY EQUIPMENT OPERATOR	07/10/2023 PROMOTION
CODY	RUSSELL	MEDIUM EQUIPMENT OPERATOR	07/24/2023

AGENDA ITEM NO. 8 - UPDATE ON THE 2023 IRRIGATION SEASON

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

Ms. Marken stated they had experienced above average river flows due to the above average snowpack, with inflows to the Middle Valley peaking at 500 cubic feet per second in June, even after Army Corps of Engineers stored water in their upstream reservoirs to prevent flooding of downstream communities. She stated La Puente Gauge was measuring 120 cubic feet per second (CFS) today, which was down from 1000 CFS a month ago. She said Embudo Gauge was 850 CFS, down from 3500 CFS a month ago, and Otowi Bridge Gauge was 1100 CFS, down from 4600 CFS a month ago. Ms. Marken said the river was still continuous to Elephant Butte and the middle valley had not seen any river channel drying as of yet. She reminded that the only storage water available to MRGCD was San Juan Chama water this year, with expected full allocation by July 15th. Ms. Marken said there was 14,500 acre feet of water stored for prior and paramount lands for the year. She said New Mexico was carrying 93,000 acre feet of Compact debt at the end of 2022. She stated the two-week outlook showed above average temperatures and near normal chances for precipitation, and much of the same for the outlook through September.

Chair Russo Baca clarified that even though there was storage in Abiquiu, it would not be released during irrigation season.





203
204
205 **b. Status Report on Water Distribution - Matt Martinez, Water Distribution Division**
206 **Manager**
207

208 Mr. Martinez stated they had been able to continue meeting irrigation demand. He stated
209 they've seen intermittent shortages in Cochiti Division. It was important that water users
210 communicated their needs to their ISOs in advance and take delivery day and night. He said
211 they were able to offset periods of high use by increasing the Angostura Diversion in
212 Albuquerque Division, and ISOs were closely coordinating to keep the system in balance. Mr.
213 Martinez stated Corrales was maintaining a steady rate of pumping but would need to keep an
214 eye on the river stage there. He said they had strict flow limits on the Belen High Line Canal in
215 the southwestern part of Belen and reiterated to farmers they would be working on short term
216 and long term solutions to establish stability there. He added they started diverting to San
217 Acacia Diversion Dam in Socorro to ensure they were getting enough supply to meet demand
218 as the Unit 7 Drain flows dropped. Mr. Martinez informed the Board that the latest zone
219 assignments would be updated on the website later in the week. He said operations would get
220 tighter in the second half of the irrigation season, as water would not be as readily available as it
221 was in the spring runoff. He reminded that they must be cautious in sensitive areas when rain
222 was forecasted due to the risk of stormwater inflows and their impact on their facilities and
223 operations.
224

225 Vice Chair Dunning asked if water would now be rotational or still get water when the crop
226 needed it. Mr. Martinez stated their intent was to give water when the crop needed it and did
227 not plan to go into rotations, but there might be longer wait times.
228

229 Mr. Casuga encouraged irrigators and farmers to contact often and get their name on the book,
230 and if they had a hard time doing that, to call the irrigation systems supervisors, Matt (Martinez)
231 or himself.
232

233 Vice Chair Dunning also asked how things were looking for Corrales. Mr. Martinez stated it was
234 business per usual now. He reported that they are pumping at a healthy rate and was to be
235 determined.
236

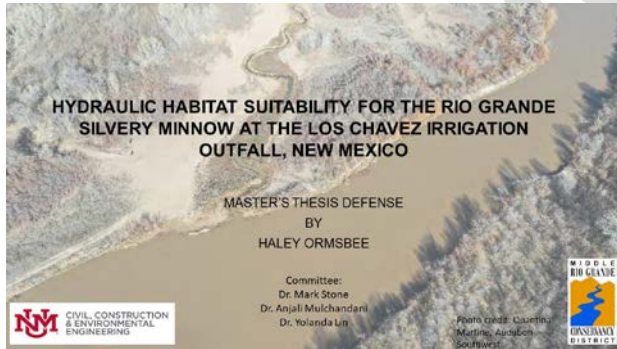
237 Dr. DuMars asked if there was any anticipation of drying of the river. Mr. Casuga stated that
238 they did expect the river to dry south of San Acacia within the next two weeks, and they would
239 start over-diverting to control that drying and assist with salvage operations. He said they
240 probably would have some drying of Isleta also, but not the whole reach.
241

242 Dr. DuMars also stated he and Jason (Casuga) had a good discussion about the Belen High
243 Line and discussed a number of options. He said the Belen High Line was untenable when they
244 had flooding and overtopped the canal, so they needed to figure out how to fix that in maybe
245 some public/private partnerships.

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AGENDA ITEM NO. 9 - PRESENTATION OF THESIS: HABITAT SUITABILITY AT THE LOS CHAVEZ OUTFALL - Haley Ormsbee, Engineering Intern

Ms. Ormsbee discussed her thesis for UNM that was on hydraulic habitat suitability for the silvery minnow at the Los Chavez outfall. She stated she wanted to answer how different Rio Grande and outfall discharges affected habitat availability for the minnow at Los Chavez, with the overall goal of helping water managers at the District close the knowledge gap concerning the effects of irrigation outfalls on minnow habitat availability. She stated typically 3 to 5 CFS was released from the outfall when the Rio Grande dropped below 100 CFS. She said the methods she used were building a hydraulic model, forming a conceptual hydraulic model, and combining the results of those models into maps and eco-value curves. She said the most useful outputs of the research were the eco-value curves for larval and adult habitat, with results showing that for both larval and adult minnows, the more water was released from the outfall, the weighted usable areas increased, but there was a diminishing return in available habitat as more water was released from the outfall because minnows prefer shallow depths in near zero velocities. She stated overall adult minnows had more usable area than larval minnows. Ms. Ormsbee concluded that available area was not impacted until the Rio Grande started to inundate the sandbar at 1000 CFS, and the area-discharged relationships could help the District figure out which flows to target for both larval and adult minnows. She stated the results from the maps showed little suitability for larval minnows, with adult minnows having suitable conditions for each simulated flow, but the portion that flowed through the bosque became less suitable as more flows were released.



Goals of this Research

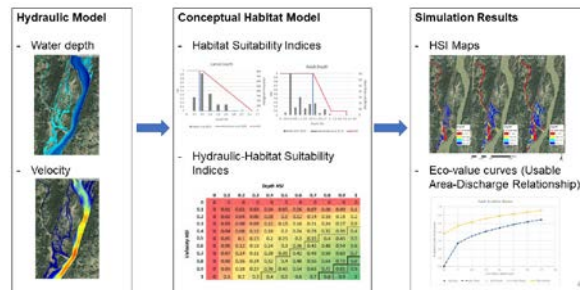
- How do different Rio Grande and outfall discharges affect habitat availability for the RGSM at the Los Chavez site?
- The MRGCD is interested in quantifying the habitat that will be available for RGSM when releasing various flows through the outfall.
- The goal of this research is to help water managers at the MRGCD close the knowledge gap concerning the effects of irrigation outfalls on Silvery Minnow habitat availability.

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Site Location

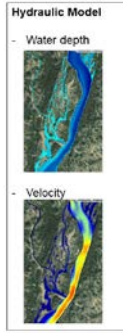


Methods



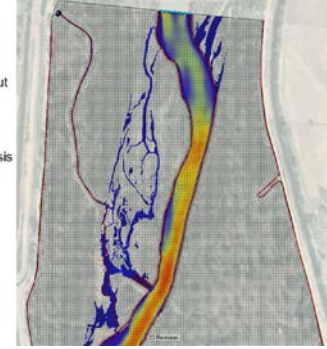
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Methods



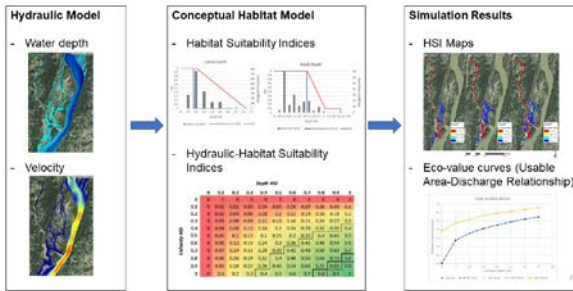
Hydraulic Modeling

- Hydraulic modeling: used to describe a physical system by transforming a given input (i.e., geometry, boundary conditions) into an output (i.e., water depth, velocity)
- Two dimensional model in the Army Corps' Hydrologic Engineering Center- River Analysis System (HEC-RAS)
- Model inputs:
 - Geometry
 - Hydrology
 - Manning's roughness
 - Boundary conditions
- Model outputs:
 - Water depth
 - Water velocity

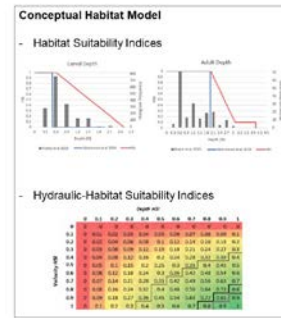


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Methods



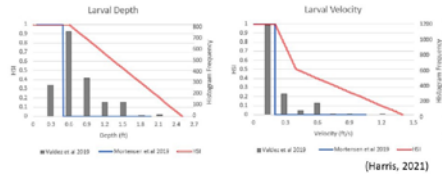
Methods



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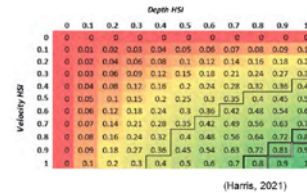
Habitat Suitability Indices (HSIs)

- Ratio of current habitat conditions (i.e., depth or velocity) to a most ideal standard of comparison
- "1" being the most ideal and "0" being inhospitable or species are not found in such conditions



Hydraulic-Habitat Suitability Indices (H-HSIs)

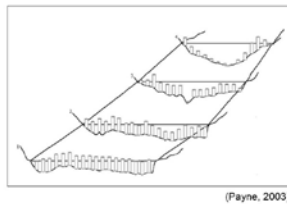
- Velocity and depth HSI's are multiplied together to create a composite Hydraulic-Habitat Suitability Index (H-HSI)
- Assumes that a suitable hydraulic habitat has both an ideal depth and velocity, as both are required for RGS habitat quality.
- "Bins" are used to separate H-HSIs into four breaks for visualization



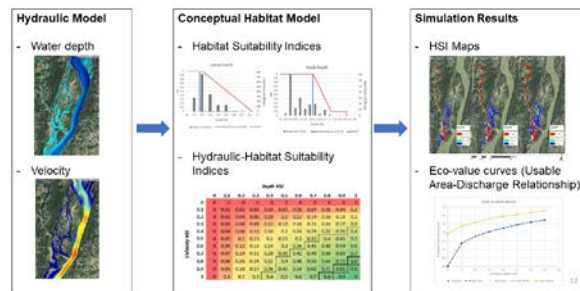
278

Weighted Usable Area (WUA)

- The WUA provides the amount of suitable habitat
 - How much of an area fish can use based on hydraulic conditions
- Weighted Usable Area (WUA) = Inundated Area * H-HSI
- General indicator of habitat quality and quantity

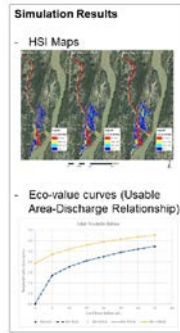


Methods

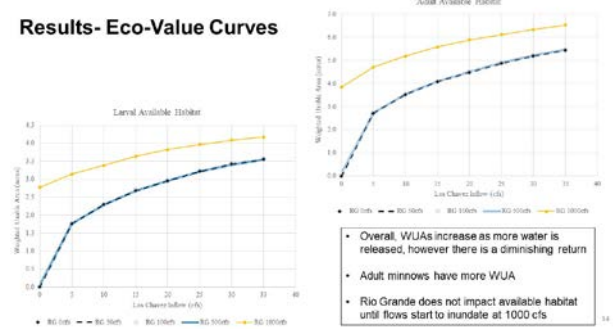


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Methods

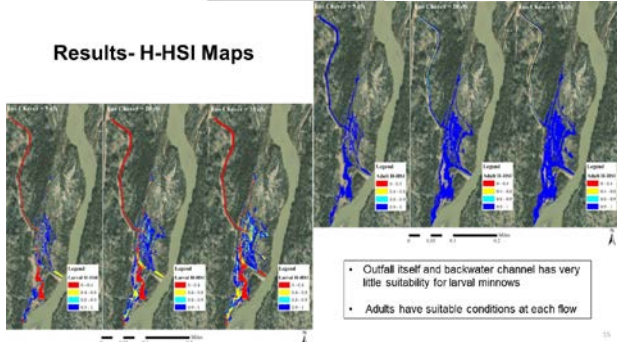


Results- Eco-Value Curves



281

Results- H-HSI Maps



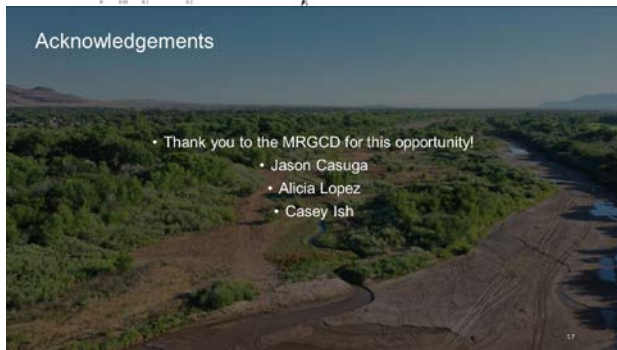
Conclusions

How do different Rio Grande and outfall discharges affect habitat availability for the RGSM at the Los Chavez site?

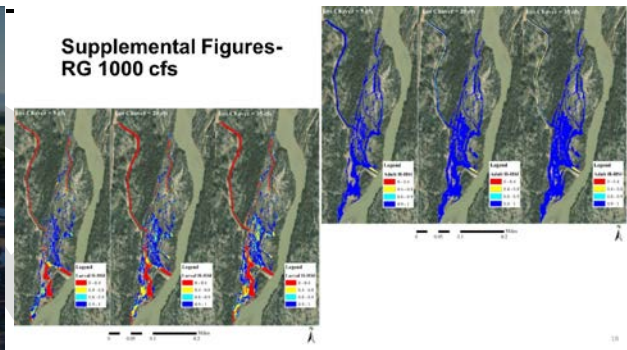
- The Rio Grande does not influence available habitat on the sandbar until flow inundates at 1000 cfs
- Usable area increases as more water is released from the outfall, however there is a diminishing return in suitable habitat as depths and velocities increase
- Adults have suitable conditions at each simulated flow while larval have limited suitability

282

Acknowledgements



Supplemental Figures- RG 1000 cfs



283

284

AGENDA ITEM NO. 10 - REPORT(S) FROM THE OF THE INTERIOR -

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a. Bureau of Reclamation - Jennifer Faler, Area Manager

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Ms. Faler stated the Corps of Engineers got caught with a bunch of water in Abiquiu and Cochiti they could not move down per Compact restrictions. She said she thought they could all come together to find solutions for moving that water as efficiently as possible. She said BOR was learning about how the river was behaving and could put that to good use. She stated they would find a way to move the floodwaters most efficiently and hopefully had P&P water to move as well. Ms. Faler stated their infrastructure was being put to the test in both San Juan Chama Project and El Vado. She said the high volumes water were causing debris to clog up the intakes at the San Juan Chama Project, and the reservoir level was low in El Vado because of the ongoing construction, causing tumbleweeds and sediment to clog up the intake structure. She said they had a team trying to figure out what to do, with one option being filling up the reservoir and doing a burp, which opens up the gates to try to shoot air up to break up the debris. Ms. Faler said it was time to clarify ownership at El Vado and had conversations with the state engineer about it, suggesting joining MRGCD and figure out how to get it done.

Mr. Casuga stated it would be a good idea to draft a memo of why that would be a good idea to consider whose action it would become to store water, and that if they owned permit 1690 it

305 would become their action to be presented to the Board. He stated it was creating challenges
306 that did not need to be there.

307
308 Ms. Faler stated BOR did not consider middle Rio Grande their project water, explaining that
309 they stored the water, but once it's released, it became the ownership of whoever they released
310 it for. She said they were having internal discussions on kicking off phase two of the title
311 transfer. She spoke about a project they tried to do almost 30 years ago that went all the way
312 through the EIS process and was not implementable due to not enough money and support
313 from the state and the District at the time, but now was the time to get projects done with the
314 good relationships they have now with the District and the State.

315
316 Director Duggins asked if they had a percentage to compare trees that the natural habitat in the
317 bosque used compared to the Ag community. Ms. Faler said they received comments on the
318 EIS to do a Lower San Acacia Reach water update because it was out of date, and it said 38%
319 was consumed by natural vegetation of the bosque and 30% of the water Ag.

320
321 Director Duggins also asked if the second round of title transfer would include the Low Flow.
322 Mr. Casuga answered he did not think it would have it because they would not be operating and
323 maintaining it long enough. Ms. Faler responded they were not allowed to transfer reserved
324 works, which is when they did the maintenance under the first phase.

325
326 Ms. Faler acknowledged the District for having the vision to realize filling the gap between the
327 middle Rio Grande project and the Rio Grande project was probably a wise thing to do and was
328 enough notice to bring out leadership from D.C.

329

330 **b. Bureau of Indian Affairs - Roland Becenti, Acting Designated Engineer**

331

332 Mr. Becenti was not present at today's meeting.

333

334 **AGENDA ITEM NO. 11 - REPORT(S) FROM THE SECRETARY-TREASURER/CFO - Pam**
335 **Fanelli, CMA, CGFM**

336

337 **a. Review of End of Fiscal Year 2023 and Fourth Quarter Financials**

338

339 Ms. Fanelli stated the District presented the fourth quarter budget for FY23. She said they would
340 present the final year in financial statements once the auditors had a chance to review the
341 numbers. She said the District budgeted a deficit of 2.1 million in FY23. She stated that did
342 change the budgetary method and added encumbrances that were normally recorded as
343 expenses of 1.8 million, which changed the budget deficit to 4 million for FY23. Ms. Fanelli
344 informed the Board they were at 3.5 million dollars deficit with almost 3 million in
345 encumbrances that would roll to next period and included in the deficit. She said actual
346 revenues excluding other financing sources totaled \$28,110,000, but confident ad valorem
347 would meet or exceed the budgeted total of 21.6 million. She noted that the revenue year to
348 date through May totaled \$636,000 compared to \$41,000 in FY22, and an unrealized gain on
349 investments totaling \$246,000. She stated expenditures excluding transfers total 29 million,
350 compared to 24.7 million in FY22, mainly due to increased salaries and benefits, increased
351 vehicles and equipment operations, maintenance, constructions, and rehab, and project
352 expenditures, with an increase in capital equipment expenditures of almost 1.2 million. Ms.
353 Fanelli said cash balances excluding what's held for Socorro Water Trust Board, totaled 26.5
354 million.

355

356 **b. Report on the Finance Committee Meeting, July 7, 2023 - Directors Kelly, Dunning,**
 357 **and Barbara Baca**
 358

359 Vice Chair Dunning stated they were required by DFA (Department of Finance and
 360 Administration) to pass a year end resolution and they do it every quarter. She said revenues
 361 were up and deficit was pretty scary, stating water pushing up against the levees required
 362 \$700,000 in repairs. She stated the real takeaway from the meeting was that they needed to
 363 increase the mill levy and the committee recommended approval of the numbers.
 364

365 Chair Russo Baca made the **MOTION TO APPROVE THE REPORT FROM THE**
 366 **FINANCE COMMITTEE.** Seconded by Director Sandoval. The **MOTION CARRIED**
 367 **UNANIMOUSLY.**
 368

369 **c. Approval of Resolution BA-07-10-23-91 for the Fiscal Year 2023 Fourth Quarter**
 370 **Unaudited Financial Report and Unaudited Cash Balance Review as of July 1,**
 371 **2023**
 372

373 Chair Russo Baca made the **MOTION TO APPROVE THE REPORT FROM THE**
 374 **FINANCE COMMITTEE.** Seconded by Vice Chair Dunning. The **MOTION CARRIED**
 375 **UNANIMOUSLY.**
 376

377
 378 **d. Discussion/Approval for Resolution M-07-10-23-199 for Authorizing Acceptance of**
 379 **Water Trust Board Project No. WPF-5970 Funding Offer; Water Storage,**
 380 **Conveyance and Delivery Project; Corrales Siphon Replacement from the NM**
 381 **Finance Authority**
 382

383 Ms. Fanelli stated the resolution was asking for approval to accept the Water Trust Board
 384 grant/loan funding offer for the Corrales Siphon Replacement, which consisted of a grant of
 385 \$6,372,000, loan amount of \$708,000, and District match requirement of 1.4 million, which has
 386 been budgeted in fiscal year 2024.
 387

388 Chair Russo Baca made the **MOTION TO APPROVE RESOLUTION M-07-10-23-199.**
 389 Seconded by Vice Chair Dunning. The **MOTION CARRIED UNANIMOUSLY.**
 390

391 **e. Discussion/Approval for Resolution M-07-10-23-200 for the Adoption of the 2024-**
 392 **2028 Infrastructure Capital Improvements Plan (ICIP)**
 393

394 Ms. Fanelli stated this resolution was the ICIP plan due to the state of New Mexico on July 14th.
 395 She said the Infrastructure Capital Improvement Plan (ICIP) was developed by taking the prior
 396 year's ICIP and merging it with the District's long term infrastructure plan, and then presented
 397 with the mill rate request increase and FY24 budget.
 398

399 Chair Russo Baca made the **MOTION TO APPROVE RESOLUTION M-07-10-23-200.**
 400 Seconded by Vice Chair Dunning. The **MOTION CARRIED UNANIMOUSLY.**
 401

402 **AGENDA ITEM NO. 12 - REPORT(S) FROM THE CHIEF OPERATING OFFICER - Eric**
 403 **Zamora, PE**
 404

405 **a. Report on the MRGCD Division Offices - Eric Zamora, COO**
 406
 407

408 Mr. Zamora said they had been doing levee operations and repairs for the last two months. He
 409 stated Cochiti maintenance was ongoing and people stepped up to do what needed to be done.
 410 He said the Sile Main right of way was the most significant issue Cochiti was facing. He
 411 mentioned Cochiti Feast was coming up Friday and invited everyone to attend. He said
 412 Albuquerque maintenance was ongoing and Albuquerque Division had been helping out with
 413 some levee repairs in Valencia County. He said the first round of mowing was almost complete.
 414 He stated the runoff had been great but high amounts of sediment were requiring a full-time
 415 effort for two big pieces of equipment, which is the High Line Canal and the Peralta Main. He
 416 also spoke about the Rogers Lateral and showed pictures. Mr. Zamora said maintenance was
 417 ongoing in Belen Division and was getting back to routine. He said they had a new division
 418 manager who was bringing a metrics based approach to management and would be a learning
 419 curve for the way they did business. He said the four division manager in place now were very
 420 communicative and receptive to feedback, criticism, and input. He said spraying and mowing
 421 were top priorities in Belen. He said all supervisor positions were filled and had interviews
 422 scheduled for field maintenance technician. Mr. Zamora gave an update on NMDOT Highway 6
 423 repairs. He said they were happy they are looking at reinforced concrete pipes in a larger size,
 424 which is more costly but the right solution. He said the Socorro Division was moving right along
 425 with a good routine, experience, knowledgeable management and staff. He stated maintenance
 426 was ongoing and mowing was on the second round. He said key issues going in the monsoon
 427 season were the arroyos that intersect their facilities, in which all intersection points had been
 428 prepped, culverts cleaned, and grading done to accommodate arroyo flows.

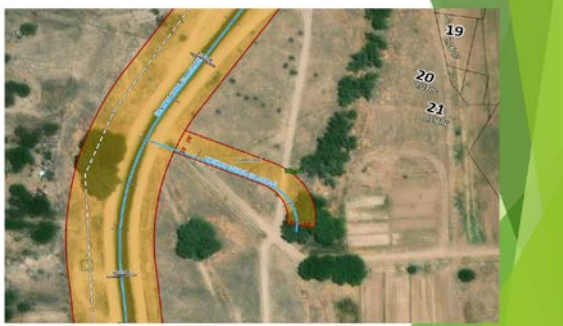
429
 430 Mr. Zamora then spoke about ER&T (Equipment Repair & Transportation) and the new budget.
 431 He said they were looking to get requisitions for the new equipment. He said they currently had
 432 61 pending license requests in the Lands and Licensing Department. He said the requests
 433 were assigned to the three different staff members and they split them up and start doing
 434 reviews, analysis, and what impacts those licenses would have on District operations. He
 435 stated that 17 were in final stages of review. He also announced they had a candidate in the
 436 vacant right of way manager posting.
 437

Cochiti Division

- Maintenance on-going; learning the new area to incorporate an additional 16 miles of ditches and drains
- Have two employees responding to tribal duties, all hands stepping up to cover
- Pending Issues; Sile Main Right of Way
- P.S.; Board is invited to the Cochiti Feast this Friday



438



439

Albuquerque Division

- Maintenance on-going; first round of mowing throughout the district almost complete
- Runoff has been great, but: high amounts of sediment requiring full time effort
- Hiring Construction/Maintenance supervisor
- Pending Issues; Rogers Lateral reconstruction



440



441

Belen Division

- Maintenance on-going; New Division Manager rethinking our business approach - metrics based, best practices
- Spraying and mowing are top priority, working with ISO's to better coordinate scheduling
- All supervisor positions are currently filled with Field Maint. Tech. interviews scheduled
- Pending Issues; getting back to levee repairs and NMDOT has a plan for repairs at Hwy 6



442

Socorro Division

- Maintenance on-going; Spraying and mowing are on second round
- Arroyos intersecting MRGCD facilities are prepped and ready for monsoon season
- Have two summer youth working thru City of Socorro summer youth program
- Assisting Socorro County with dredging Escondida Lake
- Pending Issues; gearing up for maintenance on Low Flow Conveyance Channel

- ERT; Gearing up to acquire FY 24 Equipment
- Lands and Licensing; 61 pending licensing requests pending with an additional 17 in review, reaching out to a candidate for the R/W Manager Posting

443

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445

446

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

447

- Consideration/Approval of the Renewal of the MOA Between MRGCD and the Rio Grande Water Fund, March 14, 2023 - Steven Bassett and Matthew Piccarello, The Nature Conservancy and Casey Ish, Conservation Program Supervisor**

448

449

450

451 Mr. Piccarello stated their watersheds deserved the same kind of investment, emphasis, and
 452 focus on treatment. He said they had some deferred maintenance on infrastructure in the
 453 watershed and that was what the Rio Grande Water Fund was working on. He said the Los
 454 Conchas Wildfire in 2011 was the catalyst for the water fund and a big wakeup call of what

455 could happen if they had a catastrophic fire in the Rio Grande Watershed. Mr. Piccarello stated
 456 the Water Fund was investing in restoration of forested lands upstream so they could secure
 457 pure fresh water, and the goal was to generate sustainable funding over the next 20 years to
 458 increase the pace and scale of the forest restoration. He said the San Juan Chama Project
 459 Source Watersheds were a big emphasis for them. He stated they were trying to avoid what
 460 happened to Cochiti Reservoir. Mr. Piccarello emphasized it was not impossible to treat in
 461 wilderness areas, but not in a short timeframe. He pointed out that the Navajo River Basin was
 462 predominantly private land and basically one landowner, so it was one of the easier places to
 463 work. He talked about funding for forest restoration and wildfire risk reduction and how
 464 partnerships came in handy when it came to that.
 465

466 Mr. Casuga added that the District had a great relationship with the Nature Conservancy and
 467 Rio Grande Water Fund and were proposing to increase the amount and that investment in this
 468 work was needed. He presented a MOA asking for the Board's approval.
 469

470 Director Duggins asked what was causing the fires. Mr. Piccarello said it was a number of
 471 factors, including climate change, human caused fires, power lines, fireworks, etc.
 472

473 Vice Chair Dunning made the **MOTION TO APPROVE MEMORANDUM OF**
 474 **AGREEMENT.** Seconded by Director Sandoval. The **MOTION CARRIED UNANIMOUSLY.**
 475

476 **b. Report on the Joint Rio Grande Tour - MRGCD/Elephant Butte Irrigation District**
 477 **(EBID), June 27-29, 2023 - Jason M. Casuga, CE/CEO and Chair Russo Baca**
 478

479 Mr. Casuga said they had representation from every agency including senior staffers from
 480 federal delegations on different sections of the tour. He stated one of the biggest impacts they
 481 could make is in the bureaucracy of the federal government, and they've invested in doing that.
 482 He said MRGCD had every interest to do this well and they've done a good job because they
 483 had reason to and had a need. He emphasized that they needed to comply with the biological
 484 opinion to do the job of benefitting water. Mr. Casuga said MRGCD and EBID needed to work
 485 together.
 486

487 **c. Report on the Six Middle Rio Grande Pueblo Coalition Meeting, July 7, 2023 - Anne**
 488 **Marken, Water Operations Division Manager**
 489

490 Mr. Casuga said they gave a water update about changing conditions, and there were questions
 491 about water operations that Ms. Marken was there to answer. He said there were also
 492 maintenance questions, and Mr. Zamora would be working to get answers to the coalition on
 493 that. He said Ms. Faler provided a report to them, and the Six Middle Rio Grande Coalition
 494 Pueblo would like the idea that the permit was in federal government's hands, but water would
 495 be there for the benefit of the middle valley, including the new reclaimed lands.
 496

497 **d. Report on the Signing Ceremony with US Army Corps of Engineers for the Design**
 498 **Agreement for the Bernalillo to Belen Flood Control Project, June 13, 2023 - Jason**
 499 **M. Casuga, CE/CEO and Chair Russo Baca**
 500

501 Mr. Casuga stated the signing ceremony was to get the design agreement for the Bernalillo to
 502 Belen Flood Control Project in. He said there was a lot of energy with Valencia County on
 503 seeking some state funding. He said the biggest issue they had was getting it to line up with
 504 the Corps, so they don't have money sit.
 505



Jason M. Casuga, MRGCD CE/CEO and Lt. Col. Jerre Hansbrough (right), Commander, USACE Albuquerque District

506
507



Members of USACE-Albuquerque District and MRGCD Personnel



Lt. Col. Jerre Hansbrough (right), commander, USACE-Albuquerque District, and Jason M. Casuga, CE/CEO

Design agreement signed for the Middle Rio Grande, Bernalillo to Belen, flood control project, June 13, 2023.

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e. Upcoming Events

1. NM State University's Agricultural Science Center - Los Lunas Annual Field Day - August 8, 2023

The Los Lunas Agricultural Science Center & USDA Plant Materials Center invite you to

SAVE THE DATE

August 8th, 7:30 am - noon

Annual Field Day

Come take a tour and learn about tomato and chile management, forage grasses, grape research, and much more!

NM STATE BE BOLD. Shape the Future. College of Agricultural, Consumer and Environmental Sciences Agricultural Experiment Station Agricultural Science Center at Los Lunas

USDA

New Mexico State University is an equal opportunity / affirmative action employer and educator. NMSU and the U.S. Department of Agriculture cooperating.

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2. Coalition of Rio Grande Water Users Meeting - October 3-5, 2023

Mr. Casuga explained the Coalition of Rio Grande Water Users meeting would be to create a conversation similar to the Colorado River where Rio Grande water users get together and have an annual conversation. He said it would create an environment where they could talk about things and seek solutions as opposed to talking through their lawyers.

522 **AGENDA ITEM NO. 14 - REPORT(S) FROM THE MRGCD CHIEF WATER COUNSEL- Dr.**
 523 **Charles DuMars**

524
 525 Dr. DuMars discussed the Texas v. New Mexico case, talking about Colorado, New Mexico, and
 526 Texas all filing a supplemental memo, saying that the burden for the Lower Rio Grande was
 527 born by the Lower Rio Grande and not middle Rio Grande. He said they had to propose a
 528 decree and the special master evaluated the settlement and the U.S. opposed it. The special
 529 master thought the real parties and interests were the states and if they believed it was a good
 530 settlement and decree that solved a problem he didn't care what the US thought. He said one
 531 interesting part of the decree was what if EBID took too much water and have to turn it over. Dr.
 532 DuMars stated he thought the Interior was declining in its power, but Ms. Faler was the opposite
 533 of that principle.

534
 535 **AGENDA ITEM NO. 15 - REPORT(S) FROM THE BOARD**

536 a. **Report on the Mid-Region Council of Governments (MRCOG) Executive Board**
 537 **Meeting, June 2, 2023 - Director Barbara Baca**

538
 539 Director Baca was not present at today's meeting; nor did she submit a written report.

540
 541 b. **Report on the Water & Natural Resources Committee Meeting, June 13, 2023 -**
 542 **Chair Russo Baca**

543
 544 See attached written report submitted by the Chair.

545
 546 c. **Report on the Conservation Advisory Committee Meeting, June 15, 2023 - Chair**
 547 **Russo Baca**

548
 549 See attached written report submitted by the Chair.

550
 551 Vice Chair Dunning made the **MOTION TO APPROVE ALL REPORTS FROM THE**
 552 **BOARD.** Seconded by Director Glen Duggins. The **MOTION CARRIED UNANIMOUSLY.**

553
 554 Chair Russo Baca made the **MOTION TO GO INTO EXECUTIVE SESSION** at 5:53 p.m.
 555 Seconded by Vice Chair Dunning. Rollcall vote was administered with all members voting yes.
 556 The **MOTION CARRIED.**

557

Director Sandoval	Yes	Vice Chair Dunning	Yes
Chair Russo Baca	Yes	Director Duggins	Yes

558
 559 **AGENDA ITEM NO. 16 - EXECUTIVE SESSION**

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

562
 563 b. NMSA 1978 Open Meetings Act, Section 10-15-1(H)7
 564 1. Threatened or Pending Litigation

565
 566 Chair Russo Baca made the **MOTION TO GO BACK INTO REGULAR SESSION** at
 567 6:07 p.m. Seconded by Director Sandoval. Rollcall vote was administered with all members
 568 voting yes. The **MOTION CARRIED.**

569

Director Sandoval	Yes	Vice Chair Dunning	Yes
Chair Russo Baca	Yes	Director Duggins	Yes

570
571 With no further comments, questions, or concerns, Madam Chair Russo Baca adjourned the
572 meeting at 6:08 p.m.

573
574 Approved to be the correct Minutes of the Board of Directors of July 10, 2023
575

576 **ATTESTED:**

577

578

579

580 _____
581 Pamela Fanelli, CMA, CGFM
Secretary/Treasurer

Stephanie Russo Baca, Madam Chair
MRGCD Board of Directors

DRAFT

1 **MIDDLE RIO GRANDE CONSERVANCY DISTRICT**
2 **PROFESSIONAL SERVICES AGREEMENT**
3 **FOURTH YEAR**

4
5
6 **THIS AGREEMENT** is made and entered on this 26th day of July 2023, by and between the Middle
7 Rio Grande Conservancy District (hereinafter referred to as “MRGCD”) and Wiggins, Williams & Wiggins.
8 (Hereinafter referred to as “W W & W”).
9

10 **IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

11 **1. SCOPE OF WORK:**

12 W W & W shall be General Counsel and shall be the exclusive provider of legal services for the MRGCD
13 relating to items referenced in the Request for Proposals (RFP) for General Counsel. W W & W will
14 handle all of the legal business of the MRGCD and shall be performed under the direction of the Board
15 of Directors and Chief Engineer of the MRGCD. This Agreement incorporates all agreements,
16 covenants and understandings between the parties hereto concerning the subject matter. These services
17 may include, but are not limited to the following:

- 18 • Shall be responsible for drafting intergovernmental agreements related to joint management of
19 the Bosque, levee construction and maintenance, maintenance of irrigation works on Pueblo
20 lands, Federal Emergency Management Agency (FEMA) floodplain issues. Assist in drafting
21 State and US legislation and testify as requested by the Board of Directors and Chief Engineer.
- 22 • Shall be responsible for drafting contracts, leases, agreements, construction contracts, deeds
23 resolutions, material leases, easements, rights of way and other legal documents.
- 24 • Shall respond to lawsuits pertaining to flooding, drowning and other tort matters, and quiet title
25 and condemnation suits.
- 26 • Shall institute legal proceedings whenever requested to do so by the Board of Directors and
27 accept services of process for an and entering the appearance of MRGCD in legal proceedings
28 instituted against it, and representing MRGCD, the Board of Directors, and the officers and
29 employees of MRGCD for acts performed in their official capacity, in any trial in which any of
30 them is a party.
- 31 • Shall provide legal services associated with employee/employer related issues, human
32 resources, and employment law issues.
- 33 • Shall provide legal assistance in drafting responses, providing advice and direction to the Board
34 and staff for all issues related to FEMA, other local governments, contracts, rights of way and

- 35 licensing issues etc.
- 36 • Shall attend all regularly scheduled Board meetings at the discretion of the Board and/or special
- 37 emergency meetings as scheduled. Oral opinions may be requested during meetings.
- 38 • Shall be responsible for providing written legal opinions upon request.
- 39 • Shall represent the MRGCD in all legal matters normally performed by General Counsel for a
- 40 corporation or political subdivision.
- 41 • Shall be familiar with MRGCD, State and Federal Statutes.
- 42 • Shall work with other counsel retained by MRGCD, and as appropriate, make joint or
- 43 independent recommendations and reports to the Board of Directors and Chief Engineer.
- 44 • May retain/hire sub-consultants to assist on other matters as deemed necessary, with Board
- 45 approval.
- 46 • Shall provide other legal services as requested.

47 **2. COMPENSATION:**

48 A. The MRGCD shall pay W W & W in full payment for services rendered, as per the attached Fee

49 Schedule, plus applicable gross receipts tax. Payment shall be made upon receipt of a monthly detailed

50 statement containing a report of work completed.

51 **3. TERM:**

52 The term of this Agreement shall be from September 1, 2023 to August 31, 2024. This is the fourth year

53 Agreement under the Request for Proposals, and WW&W proposal dated June 26, 2020. In accordance with

54 Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extension and

55 renewals, shall exceed four (4) years.

56 **4. TERMINATION:**

57 This contract may be terminated by either of the parties hereto upon written notice delivered to the other

58 party at least thirty (30) days prior to the intended date of termination.

59 **5. RECORDS AND AUDIT:**

60 W W & W shall maintain detailed time records which indicate the date, time and nature of services

61 rendered. These records shall be subject to inspection by MRGCD, the Department of Finance and

62 Administration and the State Auditor. The MRGCD shall have the right to audit the billing both before

63 and after payment; payment under this Agreement shall not foreclose the right of the MRGCD to recover

64 excessive payments. W W & W shall maintain in force professional liability for the protection of W W

65 & W and MRGCD.

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67 **6. RELEASE**

68 Upon final payment of the amount due under this Agreement, W W & W releases the MRGCD, its
69 officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this
70 Agreement. W W & W agrees not to purport to bind the MRGCD to any obligation not assumed herein
71 by the MRGCD unless W W & W has express written authority to do so, and then only with the strict
72 limits of that authority. Any and all documents prepared by W W & W for MRGCD shall be considered
73 the property of MRGCD.

74 **7. CONFIDENTIALITY:**

75 Any confidential information provided to or developed by W W & W in the performance of this
76 Agreement shall be kept confidential and shall not be made available to any client, individual or
77 organization by W W & W without the prior written approval of the MRGCD, concurrent with or
78 subsequent to the term of this Agreement.

79 **8. DISCLOSURE:**

80 W W & W must formally disclose all current and future information relating to any matters that are
81 within the MRGCD boundaries that is relevant to the work of MRGCD wherein W W & W is providing
82 legal representation to a third party that may conflict with or impact the interests of the MRGCD.

83 **9. CONFLICT OF INTEREST:**

84 W W & W warrants that it presently has no interest and shall not acquire any interest, direct or indirect,
85 which would conflict with the performance or services required under this Agreement. Were a potential
86 or actual conflict to arise, W W & W would immediately notify MRGCD of that such conflict and take
87 necessary action to eliminate the conflict or seek a waiver of the conflict, if such a waiver were possible.
88 If a waiver were not possible, then W W & W would be obligated to withdraw from representation.

89 **10. AMENDMENT:**

90 This Agreement shall not be altered, changed or amended except by instrument in writing executed by
91 the parties hereto.

92 **11. APPLICABLE LAW:**

93 This Agreement shall be governed by the laws of the State of New Mexico.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

MIDDLE RIO GRANDE CONSERVANCY DISTRICT

BY: _____
Stephanie Russo Baca, Chair of the MRGCD Board

CONTRACTOR:
WIGGINS, WILLIAMS & WIGGINS

BY: _____
Lorna Wiggins

ATTEST:

Pamela Fanelli, CMA, CGFM
MRGCD CFO

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**EXHIBIT A
FEE SCHEDULE**

DESCRIPTION	NAME	HOURLY
ATTORNEYS:		
Lead Attorney	Lorna M. Wiggins	\$175.00
Attorney	Patricia G. Williams	\$175.00
Attorney	Paula I. Forney	\$175.00
Attorney	Sarah M. Karni	\$175.00
Attorney	Natasha Wesenberg	\$175.00
PARALEGALS:		
Paralegal	Christie Griego	\$50.00
Paralegal	Celina Salazar	\$50.00
Paralegal	Trish Hernandez	\$50.00
Paralegal	Trevor Wiggins	\$50.00
LAW CLERKS:		
Law Clerk	Brooke Wiggins	\$50.00
LEGAL ASSISTANTS:		
Legal Assistant		\$40.00
MISCELLANEOUS SERVICE COSTS:		
Courier	Per Run	\$ Actual Cost
Photocopies	Per Page	\$.10 - B/W & \$.15/Color
Facsimile Transmission and Receipts	Per Page Transmitted	No Charge
Long Distance Calls	Per Conference Call	\$ Actual Cost
Depositions		\$ Actual Cost
Expert Witnesses & Consultants		\$ Actual Cost
Computer Research		\$ Actual Cost
Travel: Per-Diem & Mileage	Shall be billed in conformance with the New Mexico Department of Finance and Administration; Per-Diem and Mileage Act	

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1 **MIDDLE RIO GRANDE CONSERVANCY DISTRICT**
2 **PROFESSIONAL SERVICES AGREEMENT**
3 **FOURTH YEAR**
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5
6

7 **THIS AGREEMENT** is made and entered on this 26th day of July 2023, by and between the Middle
8 Rio Grande Conservancy District (hereinafter referred to as “MRGCD”) and Law & Resource Planning
9 Associates, P.C. (hereinafter referred to as “LRPA”).
10

11 **IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**
12

13 **1. SCOPE OF WORK:**

14 LRPA shall be the Chief Water Counsel and shall be the exclusive provider of legal services for the MRGCD
15 relating to items referenced in the Request for Proposals for Chief Water Counsel (RFP). These are listed in
16 the RFP as those relating to New Mexico Water Law and Administration, Endangered Species Act and
17 Related Issues including the jurisdictional bases for the application of the Act to the MRGCD, Water
18 Quality, and Inter-Governmental Affairs relating to the control, allocation and distribution of water including
19 Contracts and Agreements relating to water. Tasks relating to these subject matters shall be performed under
20 the direction of the Board of Directors and/or Chief Engineer of the District. This Agreement incorporates
21 all agreements, covenants and understandings between the parties hereto concerning the subject matter.
22 These services may include, but are not limited to the following:

- 23 • Drafting intergovernmental agreements for water related issues and endangered species issues.
24 Assist in drafting State and U.S. legislation, attend hearings of legislative committees, and testify as
25 requested by the Board of Directors and/or Chief Engineer.
- 26 • Draft water related contracts, leases, agreements, resolutions; some of which involve storage of
27 water, leasing of water, and others as requested.
- 28 • Providing written legal opinions, drafting responses, providing advice and direction to the Board
29 and staff for all issues related to water, water rights administration, transfers, etc.
- 30 • Engage in Federal and State litigation relating to control and distribution of water, water quality and
31 endangered species requirements.
- 32 • Shall provide other services as requested.
- 33 • Attend meetings necessary to conduct/prepare for water MRGCD legal matters including scheduled
34 Board and appropriate committee meetings.

35 **2. COMPENSATION:**

36 A. The MRGCD shall pay LRPA in full payment for services rendered, as per the attached Fee Schedule,
37 plus applicable gross receipts tax, and upon receipt of a monthly invoice. Payment shall be made upon receipt
38 of a monthly detailed statement containing a report of work completed.

39 **3. TERM:**

40 The term of this Agreement shall be from September 1, 2023 to August 31, 2024. This is the fourth year
41 agreement under the Request for Proposals, and LRPA's proposal dated June 26, 2020. In accordance with
42 Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extension and
43 renewals, shall not exceed four (4) years.

44 **4. TERMINATION:**

45 This contract may be terminated by either of the parties hereto upon written notice delivered to the other
46 party at least thirty (30) days prior to the intended date of termination.

47 **5. RECORDS AND AUDIT:**

48 LRPA shall maintain detailed time records which indicate the date, time and nature of services rendered.
49 These records shall be subject to inspection by MRGCD, the Department of Finance and Administration and
50 the State Auditor. The MRGCD shall have the right to audit the billing both before and after payment;
51 payment under this Agreement shall not foreclose the right of the MRGCD to recover excessive payments.
52 LRPA shall maintain in force professional liability for the protection of LRPA and MRGCD

53 **6. RELEASE**

54 LRPA, upon final payment of the amount due under this Agreement, LRPA releases the MRGCD, its officers
55 and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement.
56 LRPA agrees not to purport to bind the MRGCD to any obligation not assumed herein by the MRGCD unless
57 LRPA has express written authority to do so, and then only with the strict limits of that authority. Any and
58 all documents prepared by LRPA for MRGCD shall be considered the property of MRGCD.

59 **7. CONFIDENTIALITY:**

60 Any confidential information provided to or developed by LRPA in the performance of this Agreement shall
61 be kept confidential and shall not be made available to any client, individual or organization by LRPA without
62 the prior written approval of the MRGCD, concurrent with or subsequent to the term of this Agreement.

63 **8. DISCLOSURE:**

64 LRPA must formally disclose all current and future information relating to "all" water related matters that
65 are within the MRGCD boundaries or that may impact MRGCD in general water operations wherein LRPA
66 is providing legal representation.

67

68 **9. CONFLICT OF INTEREST:**

69 LRPAs warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which
70 would conflict with the performance or services required under this Agreement. Were a potential or actual
71 conflict to arise, LRPA would immediately notify MRGCD of that such conflict and take necessary action to
72 eliminate the conflict or seek a waiver of the conflict, if such a waiver were possible. If a waiver were not
73 possible, then LRPA would be obligated to withdraw from representation.

74 **10. AMENDMENT:**

75 This Agreement shall not be altered, changed or amended except by instrument in writing executed by the
76 parties hereto.

77 **11. APPLICABLE LAW:**

78 This Agreement shall be governed by the laws of the State of New Mexico.
79

80 **IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.
81

82 **MIDDLE RIO GRANDE CONSERVANCY DISTRICT**

83
84 **BY:** _____
85 **Stephanie Russo Baca, Chair of the MRGCD Board**
86

87 **ATTEST:**

88
89 **CONTRACTOR:**

90 _____
91 **Pam Fanelli Secretary-Treasurer**
92

93 **LAW & RESOURCE PLANNING ASSOCIATES, P.C.**
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95 **BY:** _____
96 **Charles T. DuMars**
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EXHIBIT A
FEE SCHEDULE

Professional Service Fees	
Attorneys:	
Charles T. DuMars – Lead Attorney	\$175.00
Tanya L. Scott	\$170.00
Christina J. Bruff	\$165.00
Lacy A. Daniel	\$150.00
Zachary Ogaz	\$140.00
James Greco	\$140.00
Paralegals	
David Lerwill	\$75.00
Jessica Brumfield	\$75.00
Law Clerks	
Kiernan Hawson	\$75.00
Service Costs:	
Copies	\$.15 per page
Facsimile	\$.15 per page
Telephone	Actual cost
Courier	No charge
Postage	Actual charges
Travel: Mileage & Per-Diem	Shall be billed in conformance with the New Mexico Department of Finance and Administration; Per-Diem and Mileage Act

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**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: Ashley Veihl, Right-of-Way Specialist

DATE: August 10, 2023

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

1. 307-2022 – License to install and maintain a corrugated metal pipe culvert crossing within the Armijo Acequia right-of-way to serve MRGCD Map 45, tract 1, in care of current owner(s) and its successors and/or assigns.
2. 038-2023 – License with the Village of Corrales to remove an existing culvert and install and maintain a culvert crossing within the Corrales Acequia right-of-way.
3. 039-2023 – License to maintain an existing culvert crossing within the Alameda Lateral right-of-way to serve MRGCD Map 28, tracts B and 71B, in care of current owner(s) and their successors and/or assigns.
4. 090-2023_AMD1(341-2023) – Amendment to extend the expiration date of license 341-2023 with Compass Engineering and Construction Services LLC to install and maintain a junction box, drainage pond, and buried reinforced concrete pipe (RCP) crossing within the Arenal Main Canal right-of-way and to install a buried RCP crossing and outfall with in-channel slope protection within the Isleta Interior Drain right-of-way.
5. 098-2023 – License with Vexus Fiber to install and maintain an aerial utility crossing within the Foraker Lateral right-of-way.
6. 106-2023 – Temporary license with Albuquerque Bernalillo County Water Utility Authority to install and maintain a temporary culvert crossing and install and maintain a temporary force main sewer pipeline within the Pajarito Lateral right-of-way.
7. 107-2023 – Temporary license with Albuquerque Bernalillo County Water Utility Authority to install and maintain a temporary culvert crossing and install and maintain a temporary force main sewer pipeline within the Atrisco Riverside Drain right-of-way.
8. 134-2023 – License with Vexus Fiber to install and maintain two buried utility crossings within the Alameda Lateral right-of-way.
9. 170-2023 – License with Public Service Company of New Mexico (PNM) to maintain an existing aerial utility crossing within the Barr Interior Drain right-of-way.
10. 171-2023 – Special Use License with J&E Tree Service LLC to remove vegetation within the Duranes Acequia right-of-way.
11. 173-2023 – License with SunZia Transmission, LLC to install and maintain an aerial utility crossing

and two steel monopole structures within the right-of-way of MRGCD Map 118, Lands of Les Gibson tract 4C.

12. 192-2023_AMD1(129-2023) – Amendment to include an additional sampling location and extend the expiration date to license 129-2023 with the New Mexico Department of Agriculture (NMDA) to collect water samples from the Rio Grande for analysis of pesticides.
13. 209-2023_AMD1(233-2022) – Amendment to extend the expiration date and include additional work to license 233-2022 with the Nature Conservancy to remove invasive weedy species and plant wetland plugs and broadcast seeding within the Corrales Upper Riverside Drain, Upper Corrales Levee, and Rio Grande Bosque rights-of-way.
14. 210-2023 – Special Use License with RunFit for the Lavender Run 10K, 5K, and Kids K in conjunction with the Lavender Festival within the Griegos Interior Drain, Gallegos Lateral, and Hackman Lateral rights-of-way.
15. 214-2023 – Special Use License with Tetra Tech to perform range line surveys for the Bureau of Reclamation within the Rio Grande floodway and adjacent levees.



AUTOMATED ELECTION SERVICES

7000 Zenith Court NE
Rio Rancho, NM 87144
(505) 891-0525
www.electionpeople.com

MEMORANDUM

TO: Middle Rio Grande Conservancy District
Board of Directors

FROM: Eli Lovato, Election Director
Automated Election Services

DATE: August 14, 2023

RE: CERTIFIED CANDIDATES FOR THE 2023 ELECTION

Attached is the list of Candidates who filed and qualified for the 2023 MRGCD Board of Directors Election. Their names appear on the ballot as it appears on their Declaration of Candidacy and in the order drawn.

Each of these candidates is listed on the Qualified Electors List compiled by the MRGCD List Complier, pursuant to Rule 20 as amended.

POSITION NO. 1 – AT LARGE

STEPHANIE A. RUSSO BACA

JEROME CORDOVA

POSITION NO. 2 – BERNALILLO COUNTY

JOHN P. KELLY

POSITION NO. 5 – VALENCIA COUNTY

CAROL BENAVIDEZ

KIRSTEN COUEVAS

BRIAN JIRON

EARLY VOTING POLLING LOCATIONS – September 18 to September 30, 2023:

	LOCATION	ADDRESS	CITY
SANDOVAL COUNTY			
	Cochiti Pueblo Community Room	255 Cochiti St	Cochiti Pueblo NM 87072
	Martha Liebert Public Library	124 Calle Malinche	Bernalillo, NM 87004
BERNALILLO COUNTY			
	TBD	TBD	Los Ranchos NM 87107
	MRGCD General Office	1931 Second St SW	Albuquerque NM 87102
	Harrison Middle School	3912 Isleta Blvd SW	Albuquerque NM 87105
VALENCIA COUNTY			
	Belen Public Library	333 Becker Ave	Belen, NM 87002
	Valencia County Clerk's Office	444 Luna Ave SE	Los Lunas, NM 87031
SOCORRO COUNTY			
	Socorro Electric Coop	215 Manzanares Ave	Socorro NM 87801

ELECTION DAY POLLING LOCATIONS – October 3, 2023:

	LOCATION	Address	City
SANDOVAL COUNTY			
	Cochiti Pueblo Community Room	255 Cochiti St	Cochiti Pueblo 87072
	Martha Liebert Public Library	124 Calle Malinche	Bernalillo, NM 87004
	Santo Domingo Pueblo Library	Tesuque St	Kewa Pueblo, NM 87052
	Santa Ana Wellness Center	225 Ranchitos Rd	Santa Ana Pueblo, NM 87004
	Sandia Pueblo Senior Meal Site	481 Sandia Loop	Sandia Pueblo, NM 87004
	Corrales Community Room	4324 Corrales Rd	Corrales, NM 87048
	San Felipe Head Start Auditorium	10 Meadowview	San Felipe Pueblo, NM 87001

BERNALILLO COUNTY			
	MRGCD General Office	1931 2 nd St SW	Albuquerque, NM 87102
	Los Ranchos City Hall	6718 Rio Grande Blvd NW	Los Ranchos NM 87107
	Harrison Middle School	3912 Isleta Blvd SW	Albuquerque NM 87105
	Raymond G. Sanchez Community Center	9800 4th St NW #2125	Albuquerque, NM 87114
	Valley High School	1505 Candelaria Rd NW	Albuquerque, NM 87107
	Washington Middle School	1101 Park Ave SW	Albuquerque, NM 87102
	South Valley Multi-Purpose Center	2008 Larrazolo Rd SW	Albuquerque, NM 87105
	Polk Middle School	2220 Raymac Rd SW	Albuquerque, NM 87105
	Isleta Pueblo Recreation Center	60 Tribal Rd 40	Isleta Village Proper, NM 87022

VALENCIA COUNTY			
	Belen Public Library	333 Becker Ave	Belen, NM 87002
	Valencia County Clerk's Office	444 Luna Ave SE	Los Lunas, NM 87031
	Logsdon Hall	19676 NM-314	Belen, NM 87002
	Don Jose Y. Dolores Cordova Cultural Center	426 Jarales Rd	Belen, NM 87002
	Tome Adelino Fire Department Valley Station	2755 NM-47	Los Lunas, NM 87031
	Peralta City Hall	90-A Molina Rd	Peralta, NM 87042

SOCORRO COUNTY			
	Socorro Electric Coop	215 Manzanares Ave	Socorro NM 87801
	Midway Fire Department	13 Chambon Rd	Lemitar, NM 87823
	Northern Socorro Senior Center	894 NM-304	Vegueta, NM 87062



Memorandum

To: MRGCD Chair Russo Baca and Board of Directors
Through: Jason M. Casuga, Chief Engineer/CEO
From: Human Resources
Date: August 14, 2023
Re: Introduction of New Hires and Job/Title Changes

Cochiti Division

LAWRENCE	GARCIA	FIELD MAINTENANCE TECHNICIAN	07/10/2023
JOSE	RODRIGUEZ	HEAVY EQUIPMENT OPERATOR	08/21/2023

Albuquerque Division

DONALD	MONTOYA	CONSTRUCTION AND MAINTENANCE SUPERVISOR	07/24/2023 PROMOTION
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Belen Division

JOSIAH	LEE	FIELD MAINTENANCE TECHNICIAN	07/24/2023
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General Office

BRANDON	HUGHES	IRRIGATION SYSTEMS SUPERVISOR	07/24/2023 PROMOTION
ISMAEL	JIMENEZ	IRRIGATION SYSTEMS OPERATOR	08/07/2023 PROMOTION
AMANDA	MOLINA	PUBLIC INFORMATION OFFICER	08/07/2023
THOMAS	ORTEGA	IRRIGATION SYSTEMS OPERATOR	08/07/2023
JOSHUA	GAMBOA	CONTROLLER	08/14/2023
BRANDON	SMITH	IRRIGATION SYSTEMS OPERATOR	08/21/2023



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 7, 2023

Re: Langemann Gate Order for Storey Wasteway Project

MRGCD staff is requesting approval of the purchase of two (2) Langemann Gates for the Storey Wasteway OCS project. The total cost of both gates is \$139,275.00 plus tax & shipping. This order will be awarded to Aqua Systems 2000 Inc, through MRGCD price agreement contract obtained through the Invitation to Bid process.

VENDOR	GRAND TOTAL
Aqua Systems 2000 Inc.	Storey Wasteway Langemann gate \$72,500.00 + tax / shipping
	San Juan Main Canal Langemann gate \$66,775.00 + tax / shipping



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 7, 2023

Re: Design Phase Corrales Siphon

MRGCD staff is requesting approval of the Design Phase for the Corrales Siphon dated July 31st, 2023. The total cost is \$743,062.31 including New Mexico Gross Receipts Tax at 7.875%. This contract will be awarded to Wilson & Company Inc., through the MRGCD On-Call Engineering Contracts obtained through the Request for Proposals process.

VENDOR	GRAND TOTAL
Wilson & Company, Inc.	\$743,062.31 w/ NMGRT

July 31, 2023

Ms. Alicia Lopez, PE
Engineering & Mapping Manager
Middle Rio Grande Conservancy District
1931 Second St. SW
Albuquerque, NM 87102

Re: Corrales Siphon Design

Dear Ms. Lopez

Wilson & Company has prepared a Task Order for the above referenced project. The Task Order will provide professional services for the design of the Corrales Siphon based on the selected HDD option from the Corrales Main Siphon Alternatives Analysis. The intent of the Task order is to prepare plans and specifications for the reconstruction of the existing Siphon located at the Corrales Main and Rio Grande River. The scope of the services will include:

Task 1 Coordination and Project Management

Coordination will take place with MRGCD and others as needed for the design and approval for the project. This will include site visits, phone calls and in persons meetings as needed.

Task 2 Design

Design of the project will be based on the selected HDD option. Elements of the design will include the following items:

- Cover Sheet
- General Notes
- Horizontal Control
- Typical Sections
- Grading Plan
- Siphon Plan and Profiles
- Structure Details
- Cost Estimate
- Construction Specifications

Design submittals will be made at 30%, 60%, 90% and 100% for review and comment by MRGCD.

Task 3 Design Analysis Report (DAR)

A Design Analysis Report will be generated that documents the process and calculations for the design of the project. A written narrative along with all backup calculations will be submitted for review and comment. Comments will be address and a final report will be submitted.

Task 4 Environmental

Recently BIA has been requiring short Environmental Assessments (rather than CEs) for ROW approvals. BIA review of documents will require 2 sets of minor revisions. BIA will coordinate its required SHPO/THPO consultation for cultural resources. A biological survey is also required to support the NEPA documentation. It is assumed that no formal consultation w/the U.S. Fish and

Wildlife Service will be required (informal consultation and cooperation can be managed by MRGCD staff to ensure consistency w/the 2016 Biological Opinion issued by the Service). A cultural survey assumes there will be 4-6 cultural & historical sites whose documentation needs to be updated. It is assumed no Clean Water Act 404 Nationwide or individual permit will be required – i.e., no dredge or fill activity will be occurring in the Rio Grande or any adjacent wetlands.

Task 5 Survey

Our surveying/mapping approach is to use our sUAS (drone) to map the project limits. Our field survey will consist of locating the siphon and piping that is visible. We will also locate any visible utilities and obscure areas that would not be visible with the sUAS. Control will be based on NAD 83, New Mexico Central Zone, NAVD 88 and will be scaled to ground around (0,0). Our team will set 10 aerial targets and collect 14 check shots for the sUAS flight. The final deliverable will be a Civil 3D drawing along with a PDF of the mapping and location of the orthophoto. A level A SUE will be performed to determine the location of the existing gas line along the river.

Fees Breakdown:

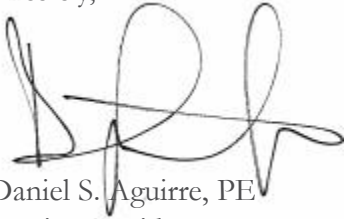
Corrales Siphon Design:

Coordination and Project Management	\$ 32,760.00
30% Design	\$130,760.00
60% Design	\$ 74,360.00
90% Design	\$ 61,644.00
100% Design	\$ 47,112.00
Cost Estimates	\$ 17,324.00
Design Analysis Report	\$ 18,028.00
Construction Specifications	\$ 27,620.00
QA/QC	\$ 17,720.00
Design Sub-total	\$396,316.00
Mileage	\$ 250.00
Survey	\$ 32,500.00
SUE level A	\$ 10,120.00
Lithos	\$ 154,438.90
Geotech	\$ 23,529.00
Enviornmental	\$ 35,000.00
Project Sub-total	\$652,153.90
NMGRT 7.875%	\$ 51,357.12
Project Total	\$ 703,511.02

Attached is a fee break down based on Exhibit 'A' and 'B' of the on call Agreement. Total requested budget of **\$703,511.02 (including NMGRT)**. If you should have any questions or comments concerning this letter or any aspect of this project, please call at your convenience at cell no. 400-0507 or office no. 348-4053.

Thank you for considering Wilson & Company.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Aguirre', with a stylized flourish at the end.

Daniel S. Aguirre, PE
Sr Vice President

cc. file, TJA

Corrales Siphon Reconstruction Design							
Prepared for MRGCD							
Description/Personnel	T. Ashton	G. Selover	Inspector	L. Smith	I. Jojola	CADD	Admin
Rate \$\$/hr	\$255.00	\$188.00	\$123.00	\$142.00	\$108.00	\$142.00	\$94.00
Classification	P6	P5	FC6	P4	P2	PD4	AD5
Project Management(2hrs/wk for 40 wks)		80					
Coordination meetings(20 meetings)	40	40					
30% Plans							
Kick off meeting(1)	2	2					
Hydraulic Analysis		20		40	40		
Canal Plan and Profiles	2	24		40	80	100	
Headwall Structures(2)	2	24		24	24	40	
Details		2		6	12	24	
Grading plans	2	8		16	24	80	
30% Plans(cover, demo, general notes)		2			20	40	
60% Plans							
Review Meetings(1)	2	2		2			
Addressing 30% Comments		4		8	16	30	10
Canal Plan and Profiles	2	16		30	60	80	
Headwall Structures(2)	2	16		16	20	30	
Details		2		4	10	24	
Grading plans	2	8		16	24	60	
60% Plans(cover, demo, general notes)		2			10	30	
90% Plans							
Review Meetings(1)	2	2		2			
Addressing 60% Comments		4		10	20	40	20
Canal Plan and Profiles	2	4		20	40	60	
Headwall Structures(2)	2	8		16	20	20	
Details		2		4	8	16	
Grading plans	2	8		16	24	50	
90% Plans(cover, demo, general notes)		2			10	20	
100% Plans							
Review Meetings(1)	2	2		2			
Addressing 90% Comments		4		10	20	40	20
Canal Plan and Profiles	2	4		10	20	40	
Headwall Structures(2)	2	8		4	8	20	
Details		2		4	6	8	
Grading plans	2	8		16	24	40	
100% Plans(cover, demo, general notes)		2		4	8	10	
Cost Estimate(30, 60, 90, and Final)	4	16		32	60	16	
DAR	8	24		48	30	10	
Construction Specifications	4	40	40	40	20		80
QA/QC	40	40					
Total Man Hours	128	432	40	440	658	928	130
Unit Cost	\$32,640.00	\$81,216.00	\$4,920.00	\$62,480.00	\$71,064.00	\$131,776.00	\$12,220.00
Total Labor Cost							\$396,316.00
Mileage							\$250.00
Survey							\$32,500.00
SUE IM A							\$10,120.00
Lithos							\$154,438.90
GeoTech							\$23,529.00
Environmental Coordination							\$35,000.00
Total Expenses							\$255,837.90
Total Project Cost							\$652,153.90
Tax						7.875%	\$51,357.12
Proposed Project Cost with NMGR							\$703,511.02



Wilson and Company
Ref No. 3223PK031



CONTRACT FOR PROFESSIONAL SERVICES
Ref. No. 3223PK031

BETWEEN: **WILSON AND COMPANY**
4401 MASTHEAD STREET NE
Albuquerque, New Mexico 87109 (“Client”)

AND: **WESTERN TECHNOLOGIES INC.**
8305 Washington Place NE
Albuquerque, New Mexico (“WT”)

FOR THE PROJECT: **Geotechnical Engineering Services**
Rio Grande Siphon Repairs (“Project”)
Rio Grande River
Albuquerque, New Mexico (“Site”)

1.0 PROJECT DESCRIPTION

Based on information provided by Tyler Ashley, PE, PMP, CFM, on January 3, 2023. the proposed project is an irrigation siphon to be installed under the Rio Grande River. We understand that the bottom elevation of the siphon will be 4980 feet. Should any of our information or assumptions not be correct, the Client should notify WT.

2.0 PURPOSE

The purpose of our geotechnical engineering services will be to evaluate the subsurface conditions to provide recommendations and/or discussion for the following:

- Subsurface conditions
- Foundation design parameters for pipe installation, including allowable bearing capacities, and estimated settlements.
- Lateral earth pressures
- Earthwork, including site preparation, fill placement, bedding and backfill, and suitability of existing soils for fill materials.
- Drainage
- Seismic considerations
- Excavation conditions
- Corrosivity





3.0 SCOPE OF SERVICES

3.1 Field Exploration

We will conduct the following subsurface exploration program that is based on the project description and our knowledge of the general soil conditions in the area:

Siphon Alignment - 6 test borings to depths of 80 feet below the existing site grades.

All explorations will be advanced to the depths outlined unless refusal to auger drilling is encountered. A field engineer/geologist will log the borings, record blow counts of penetration tests, and obtain undisturbed and representative samples of soils encountered as conditions dictate.

3.2 Laboratory Testing

A geotechnical engineer will examine the samples and field logs and assign the laboratory tests. The following laboratory tests may be performed:

- Field moisture content
- In-situ soil density
- Swell
- Direct Shear
- Compression
- Gradation
- Liquid Limit and Plasticity Index
- Water soluble sulfate content

3.3 Analyses and Report

We will prepare a geotechnical engineering report that includes a description of the project, a discussion of the field and laboratory testing programs, a discussion of the subsurface conditions, and design recommendations as required to satisfy the purpose previously described.

4.0 SCHEDULE

We will proceed with geotechnical engineering services upon receipt of a signed contract with an electronic copy of our report submitted **three** weeks after completion of the





fieldwork. If requested, verbal recommendations can be provided before the written report is submitted. Please inform us if this schedule does not meet your requirements.

5.0 ASSUMPTIONS

The following assumptions were made in preparation of this proposal:

- A scaled site plan will be supplied by the Client – CAD file preferred
- Any necessary permits will be provided by the Client
- The site is accessible to two-wheel drive vehicles
- The proposed borings will be used for geotechnical exploration and sampling only. No environmental information or data will be gathered or generated

We will contact *New Mexico 811* prior to mobilizing to the site. This service marks only the primary utility lines in the roadway and dedicated utility easements and usually does not locate tributary lateral lines on private property. WT requires the Client to provide all necessary information and drawings identifying the location of any underground lines or structures that may be on the subject property. The cost of repair of unknown, unmarked, or improperly marked utilities damaged during the work, subsequent loss of service, and damage to WT equipment shall be borne by the Client.

WT assumes that the Client will obtain permission to enter onto the site for our drilling equipment and personnel. Moving the drilling equipment around the site and drilling the borings will leave some areas disturbed. While WT will try to limit site disturbance, our fee does not include payment for crop damage, re-landscaping or otherwise restoring the site to its original condition. WT's services will include backfilling the borings with the auger cuttings, unless otherwise directed or required. Over time, some settlement of the backfilled material is normal and expected. Please inform us if your requirements are any different.

6.0 FEES

The cost of our services, for the scope set forth herein will be a lump sum fee of **\$ 21,390, plus applicable New Mexico Gross Receipts Tax**. Our fee includes discussion and interpretation of our findings with other members of the design team, but does not include meetings concerning construction or changes in design. If additional services are agreed upon, or we incur delays or costs associated with access of our equipment to the boring





locations, then the fee will increase accordingly. Unless you sign this contract before expiration, the lump sum fee noted above is valid for 90 calendar days, after which time a review by WT will be required.

7.0 MANNER OF PAYMENT

WT will invoice Client for total fees upon completion of services. Full payment is due upon receipt of our invoice.

8.0 NOTICE TO PROCEED

Notice for us to proceed is given upon our receipt of a signed copy of this **contract**. We understand that returning this signed contract will constitute permission by the owner for our entry onto the site.

The "Standard Terms and Conditions" set forth in WTI Form No. 120 (attached) are applicable and are incorporated herein. The provisions set forth in this Contract and in the Standard Terms and Conditions shall constitute the Contract between Client and WT with respect to the services to be provided.

EXECUTED BY WT:

WT's Authorized Representative

Azupuri Kaba, PhD, PE, PMP

Typed or Printed Name

Geotechnical Department Manager

Title

February 6, 2023

Date

EXECUTED BY CLIENT:

Client's Authorized Representative

Typed or Printed Name

Title

Date



STANDARD TERMS AND CONDITIONS

The Agreement between **Western Technologies Inc.** ("WT") and Client shall include and be subject to WT's Proposal and these Standard Terms and Conditions. The terms of the Agreement shall prevail over any different or additional terms contained in any document to which WT's work relates. WT's commencement of work shall constitute Client's acceptance of the Agreement.

1. SERVICES

1.1 WT agrees to render such services requested in writing by Client that are stated in the Scope of Services or similar written agreement. WT shall have no responsibility to perform services beyond such requests, and none shall be imputed or implied.

1.2 The services rendered by WT are for the benefit of Client alone and relate only to conditions observed at specified locations at the time WT's work is performed. There are no intended third-party beneficiaries to this Agreement, and nothing herein shall create a contractual relationship with or claim or cause of action in favor of a third party against WT.

1.3 The presence of WT's field technicians or representatives, if called for in the Agreement, is for the provision of services hereunder, and does not include supervision or direction of the work of Client or its subcontractors. Neither the presence of, nor any observation or testing by WT personnel shall excuse Client or its subcontractors from any deficiencies in their work.

1.4 When performing its work, WT will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Unless otherwise agreed to in writing, Client shall indemnify, defend, and hold WT harmless from and against any damages to such structures and utilities that are not correctly shown on the plans furnished to WT. It is Client's obligation to contact appropriate utility locators for information regarding buried utilities, mark such utilities, and take other precautions to prevent damage or injury.

1.5 Client agrees that if Client commences litigation, mediation, arbitration, or any such proceeding against WT, WT shall have the right to withdraw and terminate ongoing work and services conducted for Client on any contract and project, in which event Client shall pay WT for work and services performed up to the time of termination.

2. PAYMENT

2.1 WT will invoice Client monthly for services performed. Client shall pay such invoices upon receipt without deduction for retention or offset.

Client shall not retain its right to use or rely on any report prepared by WT, and shall return all such reporting to WT in the event payment is not made within 120 days from the date of invoice. Furthermore, WT shall have the right to immediately terminate and cease performance of all services then being performed for Client on any contract and project until all amounts owed are received by WT. Interest shall accrue on the unpaid balance of any invoice not paid in full within 30 days at the rate of 1.5% per month. Collection agency fees, attorneys' fees, and associated costs that are incurred by WT to collect past-due invoices (including post-judgment fees and costs) shall be payable by Client.

2.2 For work requested by Client that is additional to, or outside of, the written Scope of Services and/or written service request, Client shall provide a written change order requesting such work or services and process and pay WT's invoices.

3. STANDARD OF CARE

3.1 The services referred to herein will be performed in accordance with the general standard of care practiced locally by providers of such services, and relate only to the conditions observed or samples tested at the time and place reported. WT makes and intends no other warranty or representation, express or implied. WT shall not be responsible for any consequences due to changed conditions or for the failure of any person or entity to perform or install work in accordance with the plans and specifications.

3.2 Soil, subsurface, and groundwater conditions can vary between and among sampling points and with time. WT makes no representation that the points selected for sampling are in any way representative of the entire site or project. **Unless circumstances have changed justifying an earlier expiration of validity, geotechnical and earthwork reports are valid for a period of one year from the date of issuance; all other reports, including Phase I reports, are valid for a period of 180 days from the date of issuance.**

3.3 Where WT's services involve geotechnical evaluations or field observation of earthwork, grading, filling, or compaction, Client agrees:

3.3.1 WT is not responsible for the manner in which such work is performed;

3.3.2 WT is not responsible for evaluating or observing any work performed at any time when WT was not physically present and observing that specific work; and

3.3.3 For continuous observations, Client shall not allow grading, filling, or compaction to be performed at any time that WT is not physically present at the site, and shall restrict the amount and extent of such grading, filling and compaction to that which can be observed by WT at the site.

3.4 WT has no right, duty, or obligation to stop Client's or any of Client's subcontractor's work.

3.5 Client agrees and acknowledges that WT makes no recommendation or opinion other than those set forth in writing and contained in WT's reporting; WT makes no oral recommendations or opinions.

3.6 Client is obligated to, and shall, directly and specifically notify WT as and when Client wants WT to perform services hereunder. WT shall be subject to no implied duties to observe or test, or to provide reports, other than the actual observation, testing, and reporting performed.

3.7 "Certification" means and implies the expression of professional opinion. It is not a warranty or guaranty.

4. INDEMNITY AND INSURANCE

4.1 NOTWITHSTANDING ANY OTHER PROVISION IN THE PARTIES' AGREEMENT, WT PROVIDES NO INDEMNITY, WARRANTY, OR GUARANTEE, EXPRESS OR IMPLIED, TO CLIENT OR TO ANY OTHER PERSON OR ENTITY.

4.2 Client and WT shall be adequately insured. Client and its insurers jointly and severally waive subrogation against WT and its insurers.

5. LIMITATIONS OF LIABILITY

Client and WT recognize the relative risks and benefits of this Agreement, and agree to the fair allocation of risk between them as follows:

5.1 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, WT'S TOTAL AGGREGATE LIABILITY TO ANY PERSON OR ENTITY, INCLUDING CLIENT, ON ANY CLAIM, ACTION OR LIABILITY OF ANY KIND OR BASIS WHATSOEVER, IN ANY MANNER ARISING OUT OF THE WORK DONE BY WT SHALL BE STRICTLY LIMITED TO THE GREATER OF \$50,000 OR THE FEE CHARGED FOR WT'S SERVICES HEREUNDER.

5.2 Neither party shall be liable for loss of profit, delay, or for any special, incidental, indirect, or consequential damages of any kind, nature or description, from any cause whatsoever.

5.3 Except for environmental services that specifically include an indoor mold survey, no action or claim of any kind whatsoever may be brought against WT arising out of the presence or existence of mold. All such actions are barred and client irrevocably releases WT from all such claims and liabilities.

5.4 No officer, director, principal, employee, or agent of WT shall ever be personally sued, joined, liable, or responsible regarding any claim whatsoever. ALL SUCH ACTIONS ARE ABSOLUTELY BARRED AND CLIENT ABSOLUTELY AND IRREVOCABLY RELEASES SUCH INDIVIDUALS FROM ALL ACTIONS, CLAIMS, LIABILITIES, AND RESPONSIBILITY.

6. HAZARDOUS MATERIALS AND OTHER SITE CONDITIONS

Unless specifically included in a scope of work, WT will not arrange for or transport, dispose, own, or store hazardous materials or operate any such facility in the performance of its work, including any it creates or generates at the site. Client shall maintain possession of and be responsible for the removal and disposal of all hazardous materials including, but not limited to samples, drilling mud, fluids and cuttings, decontamination and well development fluids, and used protective gear and equipment. Client assumes full responsibility for compliance with the provisions of RCRA and any other federal or state statute or regulation governing the handling, treatment, or storage and disposal of hazardous wastes and pollutants. Client shall be solely responsible for notifying all appropriate agencies and prospective buyers of the existence of any hazardous or dangerous materials located on or in the project site, or discovered during the performance of the Agreement, as may be required or advised by such agencies and buyers.

7. PROPERTY

7.1 All work papers (including reports, field notes, laboratory notes, laboratory test data, calculations and other documents prepared by WT), electronic data files and other work product generated by or for WT in connection with the Scope of Work are the property of WT. Samples obtained shall remain the property of Client.

7.2 Client has the right to use the reports, recommendations, design criteria and similar information submitted to it by WT, provided that Client pays WT's invoices. Client expressly agrees that no information produced or provided by WT shall be used for or at any location or for any project or project extension that is not expressly set forth in this Agreement without WT's prior written permission.

7.3 Client will indemnify, defend, and hold WT harmless for and from the use of and any reliance upon any part of said electronic data and/or anything generated from Client that has been modified or altered in any way. The controlling document regarding any document prepared by WT shall remain and always be the signed report originally provided to Client and maintained on file by WT.

7.4 Client shall not assign this Agreement, any of WT's reporting or work product, or any legal or equitable claim involving WT, without the prior express written consent of WT. Any purported assignment without the prior express written consent of WT shall be null and void.

8. TERMINATION

In addition to termination otherwise authorized by law and equity, this Agreement may be terminated by either party upon providing written notice of termination.

9. WT NOT BOUND

WT shall not be bound by: any provision incorporating by reference any contract or term of any contract unless the term or terms incorporated by reference are specifically furnished to WT and are expressly agreed to in a writing signed by WT; any provision or agreement providing for or imposing liquidated damages however described or denominated; any provision waiving any right to a mechanic's lien; any provision conditioning payment for WT's services upon payment to Client by any third party; any provision requiring the application of law or jurisdiction other than that which applies to the place of the project; any provision permitting Client to take possession of any property of WT; or any provision requiring mediation or arbitration of any claim or dispute.

10. FEES AND COSTS

In the event of any claim or litigation arising out of the work, including the Agreement, the prevailing party shall be entitled to an award of its attorneys' fees, consultants' fees, and costs.

AGREEMENT BETWEEN
the
UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION,
the MIDDLE RIO GRANDE CONSERVANCY DISTRICT
and the
ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY
TO EXCHANGE SAN JUAN-CHAMA PROJECT WATER STORED IN ABIQUIU
RESERVOIR FOR AN EQUAL AMOUNT STORED IN HERON RESERVOIR

THIS AGREEMENT (“Agreement”), made this 20th day of July, 2023, between the UNITED STATES OF AMERICA, hereafter styled the United States, acting through the Secretary of the Interior, Bureau of Reclamation (“Reclamation or Contracting Officer”), acting pursuant to the Act of June 17, 1902 (ch. 1093, 32 Stat. 388) and Acts amendatory thereof or supplementary thereto, particularly the authority granted the Secretary under Section 14 of the Reclamation Project Act of August 4, 1939 (ch.418, 53 Stat. 1197; 43 U.S.C. § 389), and the Act of June 13, 1962 (76 Stat. 96), and the MIDDLE RIO GRANDE CONSERVANCY DISTRICT, a body corporate and political division of the State of New Mexico, (“MRGCD”); and the ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY, a political subdivision of the State of New Mexico, (“Water Authority”) (each Reclamation, MRGCD, and the Water Authority are a “Party” and together they are the “Parties”).

EXPLANATORY RECITALS

WHEREAS, the Colorado River Storage Project was authorized by the Act of April 11, 1956 (70 Stat. 105), as amended and supplemented by, among other statutes, the Act of June 13, 1962 (76 Stat. 96), which authorized the San Juan-Chama Project (SJCP) as a participating project in the Colorado River Storage Project; and

WHEREAS, Congress authorized the Secretary of the Army in the Act of December 29, 1981 (P.L. 97-140, 95 Stat. 1717) to store up to 200,000 AF of SJCP water in Abiquiu Reservoir; and

WHEREAS, The Water Authority has the right under Contract No. DACW47-86-C-0009 dated March 20, 1986, with USACE to store up to 170,900 AF of SJCP water in Abiquiu Reservoir and to facilitate that SJCP water storage, the Water Authority has acquired fee simple property and easements from private landholders surrounding Abiquiu Reservoir up to Elevation 6,230 feet; and

WHEREAS, as of July 17, 2023, Reclamation has under lease 15,664 acre-feet of SJCP water stored in Heron for supplemental water to be released to support the endangered Rio Grande Silvery Minnow, with 10,000 acre-feet of the 15,664 acre-feet available for exchange under this Agreement; and

WHEREAS, as of July 17, 2023, MRGCD received its respective total 2023 SJCP water allocation from Heron Reservoir in the amount of 20,900 acre-feet. This 20,900 acre-feet of water is also available for exchange under this Agreement; and

WHEREAS, the total combined available delivery to MRGCD and Reclamation available for exchange at Heron Reservoir in 2023 is referred to as the “2023 Heron Delivery”; and

WHEREAS, in order to meet their respective obligations downstream, Reclamation and MRGCD must convey their respective portions of the 2023 Heron Delivery through a series of connected reservoirs including first, the El Vado Reservoir located immediately south of the Heron Reservoir, and second the Abiquiu Reservoir located immediately south of the El Vado Reservoir; and

WHEREAS, Reclamation has separately commenced Safety of Dams (SOD) Corrective Action construction on El Vado Dam and, owing to this construction or other factors, the release of the 2023 Heron Delivery through El Vado in the quantities required by Reclamation and MRGCD is presently infeasible; and

WHEREAS, Reclamation and MRGCD therefore seek to exchange water stored by the Water Authority at Abiquiu Reservoir for more immediate downstream use by Reclamation and/or MRGCD in order to more fully meet their respective needs and obligations during the 2023 irrigation season while releases through El Vado remain infeasible.

AGREEMENT

Now, therefore, in consideration of mutual covenants and agreements set forth herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Exchange. As described in detail in Articles 2 and 3 below, the Water Authority currently has sufficient SJCP water stored in Abiquiu Reservoir beyond that required to meet its immediate obligations that it will exchange with Reclamation and MRGCD in an amount up to, but not exceeding, Reclamation and MRGCD’s 2023 Heron Delivery. In consideration of this exchange, Reclamation and MRGCD will transfer ownership of the 2023 Heron Delivery in an amount equal to that exchanged with the Water Authority.

2. Requests for Releases from Abiquiu Reservoir. Upon request by Reclamation and/or MRGCD the Water Authority will allow the U.S. Army Corps of Engineers (“USACE”) to release from Abiquiu Reservoir a portion of the Water Authority’s stored SJCP water up to the respective amounts of Reclamation’s and MRGCD’s 2023 Heron Delivery in existence at the time of such request.

a. Requests for release of the Water Authority’s stored SJCP water by Reclamation or MRGCD to the USACE will be documented in the form of an email with copy to the Water Authority’s Water Rights Program Manager: Diane Agnew, dagnew@abcwua.org.

b. Such release requests must also include the total amount of water requested to be released by either Reclamation or MRGCD to date and be accompanied by verification of the existence of the equivalent amount of the 2023 Heron Delivery not already exchanged under this Agreement.

c. Reclamation and MRGCD shall provide the Water Authority and USACE with all information necessary for the management of releases of the Water Authority's SJCP water from storage in Abiquiu Reservoir.

d. Reclamation and MRGCD shall be responsible for all submissions, permits, or approvals that may be necessary to facilitate the Water Authority's releases of water under this Agreement.

3. Exchange of Rights. The Water Authority hereby transfers to Reclamation and MRGCD, respectively, its rights in the total amount released by USACE pursuant Article 2, above at the time of release. The MRGCD and Reclamation hereby reciprocally transfer ownership to the Water Authority of their respective portions of the 2023 Heron Delivery in an amount equal to that released by the Water Authority.

a. The total amount exchanged between the Water Authority and Reclamation is limited to Reclamation's 10,000 acre-feet of the 2023 Heron Delivery.

b. The total amount exchanged between the Water Authority and MRGCD is limited to MRGCD's 20,900 acre-feet of the 2023 Heron Delivery.

c. The release requests submitted by Reclamation and/or MRGCD pursuant to Article 2 above, together with the USACE records of its releases occasioned pursuant to those requests establish the quantity of the rights to the 2023 Heron Delivery transferred to the Water Authority pursuant to this Agreement. Reclamation will not release any water accounted for by these rights to or for any Party or person except the Water Authority.

4. Water Accounting of Exchange. In coordination with the Water Authority, Reclamation shall cause the total amount of the 2023 Heron Delivery exchanged to the Water Authority by operation of Article 2 above, to be transferred daily from either MRGCD's account or the accounts under lease by Reclamation to the Water Authority's accounts in Heron Reservoir. The Water Authority will request delivery of the exchanged water utilizing the Water Authority's normal processes for obtaining SJCP allocations from Heron Reservoir.

5. Separate Agreements.

a. Waiver Extension by Reclamation. Reclamation will, by separate instrument, extend a waiver to permit the Water Authority to continue its storage of the 2022 SJCP water it acquires from this Agreement in Heron Reservoir until December 31, 2023, or such other date as agreed upon in the waiver extension. Such date may be later than December 31, 2023 if for any reason it is not feasible for Reclamation to convey the total amount of the Water Authority's water to Abiquiu Reservoir by this date.

b. Water Debt of the MRGCD to the Water Authority. The Water Authority has loaned or provided water to MRGCD on numerous prior occasions, and based on the Water Authority's records, MRGCD separately owes and is obligated to pay the Water Authority an outstanding present balance of 35,000 acre-feet. Nothing in this Agreement affects the MRGCD's obligations or the Water Authority's rights as it relates to this separate debt. MRGCD and the Water Authority will work to identify mutually acceptable terms for repayment of this debt through separate agreement, but neither MRGCD nor the Water Authority otherwise abandon any of their respective rights, remedies, or defenses as it relates to this separate debt. Notwithstanding the foregoing, any amount up to 5,000 acre-feet of the MRGCD's 2023 Heron Delivery not exchanged to the Water Authority under this Agreement will be transferred to the Water Authority as a credit toward MRGCD's debt.

c. Existing Storage Agreement with USACE. Nothing in this Agreement revises or amends any existing storage agreement between USACE and the Water Authority for storage of its water at Abiquiu Reservoir. Reclamation and MRGCD will manage release requests in a manner that allows for the Water Authority to maximize the available storage space for the needs of the Parties.

d. No Effect on Prior Agreements or Contracts with Reclamation. This Agreement in no way amends, modifies or supersedes any other agreements between Reclamation and MRGCD or Reclamation and the Water Authority.

6. Termination. This Agreement terminates on December 31, 2023, unless sooner terminated or extended by mutual written agreement of the Parties.

7. Correspondence.

a. Any correspondence to the Water Authority should be directed to:

Albuquerque Bernalillo County Water Utility Authority
Attn: Mr. Mark S. Sanchez, Executive Director
PO Box 568
Albuquerque NM 87102
msanchez@abcwua.org

b. Any correspondence to Reclamation should be directed to:

Bureau of Reclamation
Albuquerque Area Office
Attn: ALB-622
555 Broadway NE, Suite 100
Albuquerque NM 87102-2162
emontoya@usbr.gov

c. Any correspondence to MRGCD should be directed to:

Middle Rio Grande Conservancy District
Attn: CEO/Chief Engineer
PO Box 581
Albuquerque, NM 87103
jason@mrgcd.us

d. The above addresses may be changed by written notice to the other Parties.

e. Notices sent by certified mail, return receipt requested, postage prepaid, shall be deemed delivered on the date stated on the certified mail return receipt. Notices sent by regular first-class mail shall be deemed delivered on the date of delivery by the postal carrier. Notices sent by overnight delivery using a nationally recognized overnight courier shall be deemed delivered upon confirmation from such courier. Notices sent by personal delivery to a responsible person with written confirmation of such delivery shall be deemed delivered upon the date stated.

8. No Nullification. No Party may, by termination of this Agreement, nullify obligations already incurred before the date such notice of desire for termination is received, nor prior to the effective date of agreed termination.

9. Waiver of Breach – Not Relieving.

a. A breach of any provision by any Party to this Agreement does not relieve any other Party of the remaining obligations of this Agreement.

b. Waiver of any breach of this Agreement by any Party does not constitute a continuing waiver or a waiver of any breach of the same or another provision of this Agreement.

10. National Environmental Policy Act (NEPA). NEPA compliance for this Agreement action is satisfied by the “2021 Long Term Supplement to the 2001 Rio Grande Supplemental Water Programmatic Final Environmental Assessment and Finding of No Significant Impact” dated June 2021.

11. Water Rights Protection. No Party hereto shall assert that any activity under this Agreement shall affect the validity of any existing water rights or rights to water held by any other Party.

12. Assignment Limited – Successors and Assigns Obligated. This Agreement applies to and binds the successors and assigns of the Parties hereto, but no assignment or transfer of this Agreement or any right or interest therein by either Party is valid until approved in writing by all Parties.

13. Contingent on Appropriation or Allotment of Funds. The expenditure or advance of any money or the performance of any obligation of the United States under this Agreement shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of

funds shall not relieve any Party from any obligations under this Agreement. No liability shall accrue to the United States in case funds are not appropriated or allotted.

14. Officials not to Benefit. No Member of or Delegate to the Congress, Resident Commissioner, or official of the Water Authority or MRGCD (collectively the "Contractor") shall benefit from this Agreement other than as a water user or landowner in the same manner as other water users or landowners.

15. Water Conservation. Prior to the delivery of water provided from or conveyed through federally constructed or federally financed facilities pursuant to this contract, the Contractor shall develop a water conservation plan, as required by subsection 210(b) of the Reclamation Reform Act of 1982 and 43 C.F.R. 427.1 (Water Conservation Rules and Regulations).

16. Equal Employment Opportunity. During the performance of this Agreement, the Contractor agree as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice,

to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

17. Compliance with Civil Rights Laws and Regulations.

a. The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135, Title III; 42 U.S.C. § 6101, et seq.), Title II of the Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12131, et seq.), and any other applicable civil rights laws, and with the applicable implementing regulations and any guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

b. These statutes prohibit any person in the United States from being excluded from participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation on

the grounds of race, color, national origin, disability, or age. By executing this Agreement, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

c. The Contractor makes this Agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial assistance extended after the date hereof to the Contractor by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this article and that the United States reserves the right to seek judicial enforcement thereof.

d. Complaints of discrimination against the Contractor shall be investigated by the Contracting Officer's Office of Civil Rights.

18. Certification of Nonsegregated Facilities. The Contractor hereby certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in this Agreement. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, disability, or otherwise. The Contractor further agrees that (except where it has obtained identical certifications from proposed contractors for specific time periods) it will obtain identical certifications from proposed contractors prior to the award of contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Employment Opportunity clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed contractors (except where the proposed contractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted prior to the award of a contract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause. The certification may be submitted either for each contract or for all contracts during a period (i.e., quarterly, semiannually, or annually). Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

19. Books, Records, and Reports. The Contractor shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this Agreement, including the Contractor's financial transactions; water supply data; project operation, maintenance, and replacement logs; project land and rights-of-way use agreements; the water users' land-use (crop census), landownership, land-leasing, and water-use data; and other matters that the Contracting Officer may require. Reports shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each Party to this Agreement shall have the right during office hours to examine and make copies of the other Party's books and records relating to matters covered by this Agreement.

20. Confirmation of Contract. Promptly after the execution of this Agreement, the Contractor shall provide evidence to the Contracting Officer that, pursuant to the laws of the State of New Mexico, the Contractor is a legally constituted entity, and the contract is lawful, valid, and binding on the Contractor. This Agreement will not be binding on the United States until the Contractor provides evidence to the Contracting Officer's satisfaction. In addition to other forms of evidence to meet the requirements of this Article, the Contractor may provide or Contracting Officer may require a certified copy of a final decree of a court of competent jurisdiction in the State of New Mexico, confirming the proceedings on the part of the Contractor for the authorization of the execution of this Agreement.

21. Changes in Contractor's Organization. While this Agreement is in effect, no change may be made in the Contractor's organization, by inclusion or exclusion of lands or by any other changes which may affect the respective rights, obligations, privileges, and duties of either the United States or the Contractor under this Agreement including, but not limited to, dissolution, consolidation, or merger, except upon the Contracting Officer's written consent.

22. Protection of Water and Air Quality. The United States does not warrant the quality of the water delivered to the Contractor and is under no obligation to furnish or construct water treatment facilities to maintain or improve the quality of water delivered to the Contractor.

a. The Contractor will comply with all applicable water and air pollution laws and regulations of the United States and will obtain all required permits or licenses from the appropriate Federal and the State of New Mexico authorities necessary for the delivery of water by the Contractor; and will be responsible for compliance with all Federal and the State of New Mexico water quality standards applicable to surface and subsurface drainage and/or discharges generated through the use of Federal or Contractor facilities or project water provided by the Contractor within its Project Water Service Area.

b. This article will not affect or alter any legal obligations of the Secretary to provide drainage or other discharge services.

23. Notices. Any notice, demand, or request authorized or required by this Agreement shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to Reclamation according to subarticle 6(b) and on behalf of the United States, when mailed, postage prepaid, or delivered to the Contractor according to subarticle 6(a). The

designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

24. Contract Drafting Considerations. This Agreement has been negotiated and reviewed by the parties hereto, each of whom is sophisticated in the matters to which this Agreement pertains. Articles 1 through 24 of this Agreement have been drafted, negotiated, and reviewed by the parties, and no one party shall be considered to have drafted the stated articles.


ACKNOWLEDGEMENTS

IN WITNESS WHEREOF, each signatory below agrees on behalf of the respective parties to all terms and provisions of this Agreement:

APPROVED: UNITED STATES OF AMERICA

Regional Director
Bureau of Reclamation
Interior Region 7 – Upper Colorado Basin

MIDDLE RIO GRANDE CONSERVANCY DISTRICT

 for

Jason A. Casuga
Chief Operating Engineer

ALBUQUERQUE BERNALILLO COUNTY
WATER UTILITY AUTHORITY



Mark S. Sanchez
Executive Director



BUREAU OF RECLAMATION

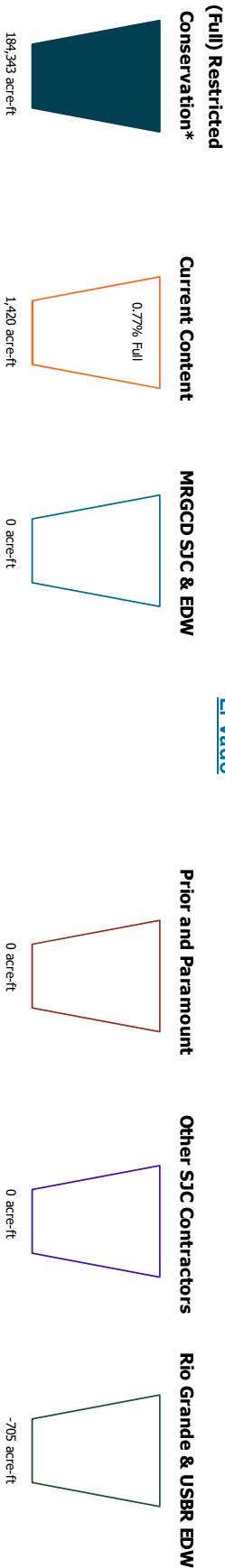
Aug 8, 2023 data

Reservoir Storage Status

Heron



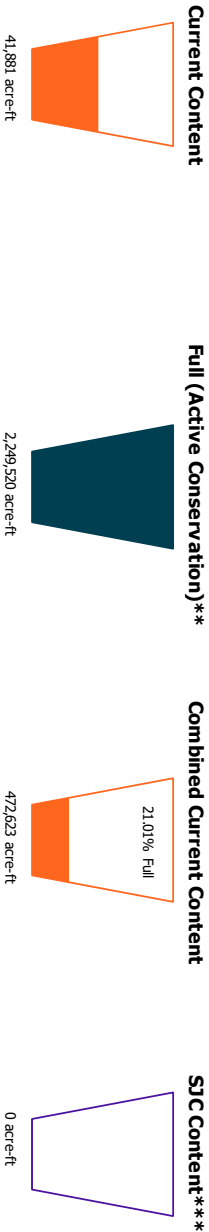
El Vado



Abiquiu



Cochiti



Elephant Butte and Gabillo

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

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

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

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

MRGCD BOARD MEETING (8-14-2023)

1. Heron Summary

Content: 148,792 ac-ft (8/10)
Azotea tunnel: 10 - 20 cfs
Total SJC inflow year-to-date: 141,498 ac-ft
Currently releasing: 425 cfs
Current MRGCD storage: 5,542 ac-ft

2. El Vado Summary

Total storage (all contractors and natural): 1,699 ac-ft (8/10)

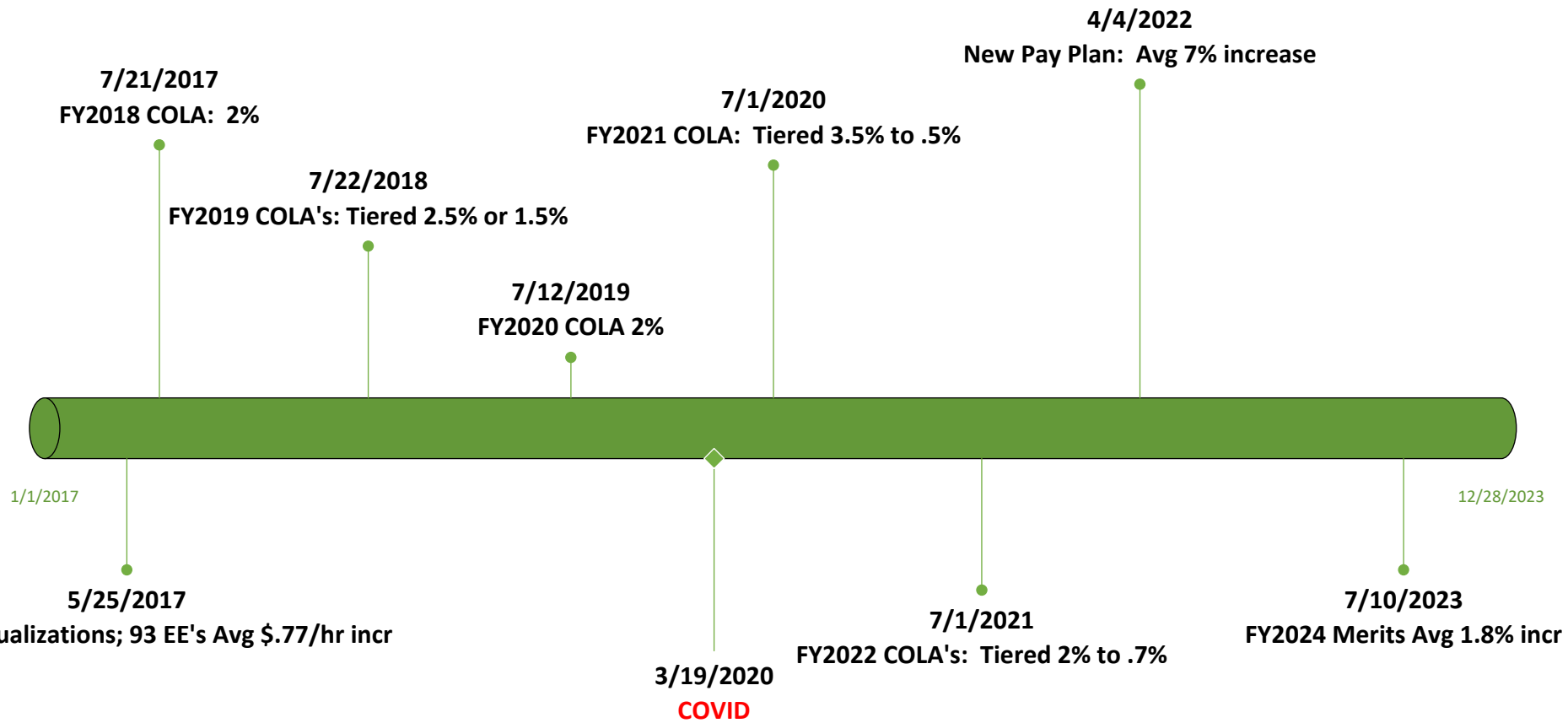
Native in El Vado: 1,699 ac-ft

Current release is 500 cfs RG Inflow is 40-50 cfs

3. Storage in Abiquiu

Content: 210,329 ac-ft (8/10)
MRGCD's SJ-C storage: 1000 ac-ft
P&P: 13,884 ac-ft
Temporary flood storage (native): 117,480 ac-ft

Total water released for minnow to date in 2023: 3,402 ac-ft



**MRGCD APPROVED EMPLOYEE COLA'S AND PAY ADJUSTMENTS
2017 TO 2023**

Middle Rio Grande Conservancy District				Biweekly Pay
HEO- Average pay for all HEO's-District Wide				
EMP No	Employee Name	Department	Advice Date	
1234	Jane Parker	999	7/28/2023	
Earnings	Rate	Hours	Gross Earnings	
Reg Pay	\$ 21.52	80	\$ 1,721.60	
Total Gross Pay			\$ 1,721.60	
Deductions		Employee Paid Deductions	Employer Paid Items	
MEDICARE		\$ 24.96	\$ 24.96	
SOCIAL SECURITY		\$ -		
PERA		\$ 99.68		
PERA PU			\$ 169.75	
PERA ER			\$ 185.93	
Total Deductions		\$ 124.64	\$ 380.65	
Net Pay before FED/ST taxes			<u>\$ 1,596.96</u>	
Employer Paid Items			\$ 380.65	

Village of Los Lunas				Biweekly Pay
Solid Waste Transfer Driver/ Heavy Equipment Operator - Average of 11 yrs				
EMP No	Employee Name	Department	Advice Date	
1234	Jane Parker	999	7/28/2023	
Earnings	Rate	Hours	Gross Earnings	
Reg Pay	\$ 20.87	80	\$ 1,669.60	
Total Gross Pay			\$ 1,669.60	
Deductions		Employee Paid Deductions	Employer Paid Items	
MEDICARE		\$ 24.21	\$ 24.21	
SOCIAL SECURITY		\$ 103.52		
PERA		\$ 86.23		
PERA PU			\$ 174.97	
PERA ER			\$ 180.32	
LIFE INS				
Total Deductions		\$ 213.95	\$ 379.50	
Net Pay before FED/ST taxes			<u>\$ 1,455.65</u>	
Employer Paid Items			\$ 379.50	
Reduction in pay /ck			<u>\$ (141.31)</u>	

State of New Mexico				Biweekly Pay
DOT Equipment Operator				
EMP No	Employee Name	Department	Advice Date	
1234	Jane Parker	999	7/28/2023	
Earnings	Rate	Hours	Gross Earnings	
Reg Pay	\$ 22.00	80	\$ 1,760.00	
Total Gross Pay			\$ 1,760.00	
Deductions		Employee Paid Deductions	Employer Paid Items	
MEDICARE		\$ 25.52	\$ 25.52	
SOCIAL SECURITY		\$ 109.12		
PERA		\$ 99.44		
PERA PU			\$ 176.00	
PERA ER			\$ 190.08	
LIFE INS				
Total Deductions		\$ 234.08	\$ 391.60	
Net Pay before FED/ST taxes			<u>\$ 1,525.92</u>	
Employer Paid Items			\$ 391.60	
Reduction in pay /ck			<u>\$ (71.04)</u>	

City of Albuquerque				Biweekly Pay
Residential Collections Driver				
EMP No	Employee Name	Department	Advice Date	
1234	Jane Parker	999	7/28/2023	
Earnings	Rate	Hours	Gross Earnings	
Reg Pay	\$ 21.65	80	\$ 1,732.00	
Total Gross Pay			\$ 1,732.00	
Deductions		Employee Paid Deductions	Employer Paid Items	
MEDICARE		\$ 25.11	\$ 25.11	
SOCIAL SECURITY		\$ 107.38		
PERA		\$ 100.28		
PERA PU			\$ 170.78	
PERA ER			\$ 187.06	
LIFE INS				
Total Deductions		\$ 232.78	\$ 382.95	
Net Pay before FED/ST taxes			<u>\$ 1,499.22</u>	
Employer Paid Items			\$ 382.95	
Reduction in pay /ck			<u>\$ (97.74)</u>	

Valencia County				Biweekly Pay
Heavy Equipment Operator				
EMP No	Employee Name	Department	Advice Date	
1234	Jane Parker	999	7/28/2023	
Earnings	Rate	Hours	Gross Earnings	
Reg Pay	\$ 18.00	80	\$ 1,440.00	
Total Gross Pay			\$ 1,440.00	
Deductions		Employee Paid Deductions	Employer Paid Items	
MEDICARE		\$ 20.88	\$ 20.88	
SOCIAL SECURITY		\$ -		
PERA		\$ 182.16		
PERA PU			\$ 43.20	
PERA ER			\$ 155.52	
LIFE INS				
Total Deductions		\$ 203.04	\$ 219.60	
Net Pay before FED/ST taxes			<u>\$ 1,236.96</u>	
Employer Paid Items			\$ 219.60	
Reduction in pay /ck			<u>\$ (360.00)</u>	

	PERA EE Req	PERA ER Req	Total
MRGCD	15.65%	10.8%	26.45%
Village of Los Lunas	15.65%	10.8%	26.45%
State of New Mexico	15.65%	10.8%	26.45%
City of Albuquerque	15.65%	10.8%	26.45%
Valencia County	15.65%	10.8%	26.45%

ER PU	EE Portion
9.86%	5.79%
10.49%	5.16% 67% is picked up by the Village
10.00%	5.65%
9.86%	5.79% assuming it is the same as the District
3.00%	12.65% EE's do not pay SS

Middle Rio Grande Conservancy District				Biweekly Pay
HEO- 10 years or over-District Wide				
EMP No	Employee Name	Department	Advice Date	
1234	Jane Parker	999	7/28/2023	
Earnings	Rate	Hours	Gross Earnings	
Reg Pay	\$ 22.97	80	\$ 1,837.60	
Total Gross Pay			\$ 1,837.60	
Deductions		Employee Paid Deductions	Employer Paid Items	
MEDICARE		\$ 26.65	\$ 26.65	
SOCIAL SECURITY		\$ -		
PERA		\$ 106.40		
PERA PU			\$ 181.19	
PERA ER			\$ 198.46	
Total Deductions		\$ 133.04	\$ 406.29	
Net Pay before FED/ST taxes			<u>\$ 1,704.56</u>	
Employer Paid Items			\$ 406.29	

Village of Los Lunas				Biweekly Pay
Solid Waste Transfer Driver/ Heavy Equipment Operator - Average of 11 yrs				
EMP No	Employee Name	Department	Advice Date	
1234	Jane Parker	999	7/28/2023	
Earnings	Rate	Hours	Gross Earnings	
Reg Pay	\$ 20.87	80	\$ 1,669.60	
Total Gross Pay			\$ 1,669.60	
Deductions		Employee Paid Deductions	Employer Paid Items	
MEDICARE		\$ 24.21	\$ 24.21	
SOCIAL SECURITY		\$ 103.52		
PERA		\$ 86.23		
PERA PU			\$ 174.97	
PERA ER			\$ 180.32	
LIFE INS				
Total Deductions		\$ 213.95	\$ 379.50	
Net Pay before FED/ST taxes			<u>\$ 1,455.65</u>	
Employer Paid Items			\$ 379.50	
Reduction in pay /ck			<u>\$ (248.91)</u>	

State of New Mexico				Biweekly Pay
DOT Equipment Operator				
EMP No	Employee Name	Department	Advice Date	
1234	Jane Parker	999	7/28/2023	
Earnings	Rate	Hours	Gross Earnings	
Reg Pay	\$ 22.00	80	\$ 1,760.00	
Total Gross Pay			\$ 1,760.00	
Deductions		Employee Paid Deductions	Employer Paid Items	
MEDICARE		\$ 25.52	\$ 25.52	
SOCIAL SECURITY		\$ 109.12		
PERA		\$ 99.44		
PERA PU			\$ 176.00	
PERA ER			\$ 190.08	
LIFE INS				
Total Deductions		\$ 234.08	\$ 391.60	
Net Pay before FED/ST taxes			<u>\$ 1,525.92</u>	
Employer Paid Items			\$ 391.60	
Reduction in pay /ck			<u>\$ (178.64)</u>	

City of Albuquerque				Biweekly Pay
Residential Collections Driver				
EMP No	Employee Name	Department	Advice Date	
1234	Jane Parker	999	7/28/2023	
Earnings	Rate	Hours	Gross Earnings	
Reg Pay	\$ 21.65	80	\$ 1,732.00	
Total Gross Pay			\$ 1,732.00	
Deductions		Employee Paid Deductions	Employer Paid Items	
MEDICARE		\$ 25.11	\$ 25.11	
SOCIAL SECURITY		\$ 107.38		
PERA		\$ 100.28		
PERA PU			\$ 170.78	
PERA ER			\$ 187.06	
LIFE INS				
Total Deductions		\$ 232.78	\$ 382.95	
Net Pay before FED/ST taxes			<u>\$ 1,499.22</u>	
Employer Paid Items			\$ 382.95	
Reduction in pay /ck			<u>\$ (205.34)</u>	

Valencia County				Biweekly Pay
Heavy Equipment Operator				
EMP No	Employee Name	Department	Advice Date	
1234	Jane Parker	999	7/28/2023	
Earnings	Rate	Hours	Gross Earnings	
Reg Pay	\$ 18.00	80	\$ 1,439.90	
Total Gross Pay			\$ 1,439.90	
Deductions		Employee Paid Deductions	Employer Paid Items	
MEDICARE		\$ 20.88	\$ 20.88	
SOCIAL SECURITY		\$ -		
PERA		\$ 182.15		
PERA PU			\$ 43.20	
PERA ER			\$ 155.51	
LIFE INS				
Total Deductions		\$ 203.03	\$ 219.59	
Net Pay before FED/ST taxes			<u>\$ 1,236.88</u>	
Employer Paid Items			\$ 219.59	
Reduction in pay /ck			<u>\$ (467.68)</u>	

	PERA EE Req	PERA ER Req	Total
MRGCD	15.65%	10.8%	26.45%
Village of Los Lunas	15.65%	10.8%	26.45%
State of New Mexico	15.65%	10.8%	26.45%
City of Albuquerque	15.65%	10.8%	26.45%
Valencia County	15.65%	10.8%	26.45%

ER PU	EE Portion
9.86%	5.79%
10.49%	5.16% 67% is picked up by the Village
10.00%	5.65%
9.86%	5.79% assuming it is the same as the District
3.00%	12.65% EE's do not pay SS

July 17, 2023

Dear Jason,

Thank you so much for returning to Oasis a few weeks ago for a repeat of When the River Runs Dry with Lorna Wiggins. Your conversation generated a lot of comments which I have enclosed.

I'm also hoping you'll be willing to return to Oasis - possibly in early 2024, your schedule permitting, of course, for another Oasis talk on another fascinating topic!

Thanks again!

Best,
Kathleen Rastob

We appreciate your feedback on this class/instructor. 14 responses

Lorna was a great "moderator" and Jason was so informative, I wish we had had another couple hours with him and her both. I always thought the MRGCD was a complicated issue/entity but I have even more respect for what they do after this class!

I would like a one page handout and slides with maps

Knowledgeable, clear, inviting, good sense of humor, organized

Thorough, well presented information on this very important area of human concern and responsibility. Perhaps they would be willing to prepare another presentation for us!

Fantastic!

Excellent - It could have been helpful to use more slides to explain all the complexities of the water within the Rio Grande. Also there should have been more time for audience questions. I learned a lot from the questions and answers. Maybe you could ask people to submit questions before the presentation and then possibly include answers to those initial questions within the lecture.

presentation difficult to follow; speaker obviously knew his subject. but delivery not loud enough and confusing ---not organized so that I could follow.

Great presentation team (and topic) -- offer this one again!

Jason provided good information on the many aspects of of the Middle Rio Grande Conservancy operations. Jason and Lorna presented the information in an easy to understand and easy to follow presentation. Great class for a first time and looking forward to attending more at Oasis.

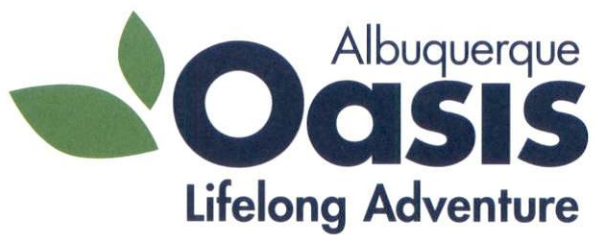
I now know how to listen to news broadcasts about the water levels in the Rio Grande.

liked the format. Sooo complicated, I had no idea. Like why can't "Middle" crew store water in El Vado. I need to learn more. Maybe a class on the history of this agency. Then I'd like to see some maps of this area. That might help in understanding. Thanks for a great class

Loved the Question/Answer format

Very knowledgeable and engaging.

Excellent! We learned so much and the presenters were, obviously, experts and well versed in the subject.



Oasis Albuquerque ALBUQUERQUE NM 870

PO Box 35518

Albuquerque, NM 87176 18 JUL 2023 PM 3 L



Jason Casuga
c/o MRGCD
PO Box 581
Albuquerque NM 87103

87103-058181



18-19

SEPTEMBER

NM Water Law Conference

Santa Fe, NM

3-5

OCTOBER

**Inaugural Meeting of Coalition
of Rio Grande Water Users**

Santa Fe, NM

**UPCOMING
EVENTS**

OCTOBER

Great NM Chile Taste-Off

City of Socorro Rodeo &
Sports Complex

26-28

OCTOBER

**Latinos Farmers & Ranchers In-
ternational El Congreso 2023**

Isleta Resort & Casino

13-15

DECEMBER
2023 CRWUA Conference

Paris Las Vegas Hotel

Absentee Voting

August 24—September 30, 2023

**UPCOMING
EVENTS**

Early Voting

September 18—September 30, 2023

3

OCTOBER
Board of Directors
2023 Election Day