



Agenda

For Presentation at the 2,203rd Regular Meeting of the Board of Directors of the Middle Rio Grande Conservancy District

September 11, 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 – September 11, 2023
 - b. Consideration/Approval of August 2023 Invoice for Wiggins, Williams & Wiggins
 - c. Consideration/Approval of August 2023 Invoice for Law and Resource Planning Assoc.
 - d. Consideration/Approval of the Minutes for the Regular Board Meeting – August 14, 2023
 - e. Memo on MRGCD Approved Licenses for August 2023 (For Informational Purposes Only)
- 3:05 4. **Convene Board of Equalization**
 - a. Reclassification Hearing – Estella Gamboa, Assessment Clerk III
- 3:30 5. **Reconvene Regular Board Meeting**
- 3:31 6. **Update on the 2023 MRGCD Board of Directors Election** – Eli Lovato, Election Director, Automated Election Services
- 3:40 7. **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
- 3:50 8. **Items from the Floor (Comments are limited to six (6) minutes)**
- 4:20 9. **Report(s) from the Human Resources Department** – Christine L. Nardi, MBA
 - a. Introduction of MRGCD New Hires
- 4:25 10. **Report(s) from the Procurement Officer** – Richard DeLoia, CPO
 - a. Consideration/Approval for the Socorro Main Canal Channel Lining Project Construction (Water Trust Board Funded) – Alicia Lopez, Engineering & Mapping Manager
 - b. Consideration/Approval for the Socorro Main Canal Channel Lining Project Construction Management (Water Trust Board Funded) – Alicia Lopez, Engineering & Mapping Manager
 - c. Consideration/Approval for the MRGCD Centennial Documentary – Casey Ish, Conservation Program Supervisor
- 4:40 11. **Report(s) from the Department of the Interior**
 - a. Bureau of Reclamation – Jennifer Faler, Area Manager
 - b. Bureau of Indian Affairs – Sarah K. Delavan, Designated Engineer
- 4:50 12. **Report(s) from the Chief Operating Officer – Eric Zamora, PE**
 - a. Report on the Near North Valley Neighborhood Association Meeting to Discuss Trail and Easement Issues, August 22, 2023 – Eric Zamora, COO and Director Joaquin Baca
 - b. NM 147 Update – Eric Zamora, COO
 - c. Albuquerque Levee Updates – Eric Zamora, COO
 - d. MRGCD Division Manager Updates – Daniel Arquero, Cochiti Division Manager

- 5:05 13. **Report(s) from the Chief Engineer/CEO – Jason M. Casuga, PE**
- a. Discussion/Approval on the Rio Grande Valley State Park JPA Revision – Yasmeen Najmi, Planner and Jason M. Casuga, CE/CEO
 - b. Discussion/Approval of the Agreement between the US Department of the Interior & the MRGCD for Operations & Maintenance on Newly Reclaimed Pueblo Lands – Jason M. Casuga, CE/CEO
 - c. Consideration/Approval of MOA among Bureau of Reclamation and the MRGCD and the National Fish and Wildlife Foundation concerning Middle Rio Grande Native Water Leasing and Habitat Restoration Pilot Program – Casey Ish, Conservation Program Supervisor
 - d. Consideration/Approval of Resolution BD-09-11-23-56 Regarding Replacement of a Member of the Board of Directors upon a Vacancy – Jason M. Casuga, CE/CEO
 - e. Update on the MRGCD Centennial Luncheon, August 21, 2023 – Amanda Molina, PIO, Yasmeen Najmi, Planner, Director Joaquin Baca and Jason M. Casuga, CE/CEO
 - f. Report on the Atrisco Acequia Madre Master Plan, September 5, 2023 – Jason M. Casuga, CE/CEO, Yasmeen Najmi, Planner and Director Barbara Baca
 - g. Report on the San Juan-Chama Project Contractors Association Annual Workshop, Meeting & Field Trip, August 23-25, 2023 – Jason M. Casuga, CE/CEO, Casey Ish, Conservation Program Supervisor and Ashley Veihl, Water Resource Specialist
 - h. Update on the Six Middle Rio Grande Pueblo Coalition Meeting, September 8, 2023 – Jason M. Casuga, CE/CEO
 - i. Upcoming Events
 - 1. NM Water Law Conference, Santa Fe, NM | September 18-19, 2023
 - 2. Inaugural Meeting Coalition of Rio Grande Water Users, Hotel Santa Fe | October 3-5, 2023
 - 3. Great NM Chile Taste-Off, City of Socorro Rodeo & Sports Complex | October 7, 2023
 - 4. Latinos Farmers & Ranchers International El Congreso 2023, Isleta Resort & Casino | October 26-28, 2023
 - 5. 2023 CRWUA Conference, Paris Las Vegas Hotel | December 13-15, 2023
- 6:05 14. **Report(s) from the MRGCD Attorney(s) – Chief Water Counsel or General Counsel**
- 6:10 15. **Report(s) from the Board**
- a. Report on the Conservation Advisory Committee Meeting, August 17, 2023 – Chair Russo Baca
 - b. Report on the Meeting with Linda Stover, Bernalillo County Clerk, August 22, 2023 – Director Barbara Baca
 - c. Report on the Meeting with Rep. Vasquez, August 24 & 25, 2023 – Chair Russo Baca
 - d. Report on the First Friday Regenerate the Valley Meeting, September 1, 2023 – Chair Russo Baca
 - e. Report on the Valencia County Commission Meeting, September 6, 2023 – Chair Russo Baca
 - f. Report on the Finance Committee Meeting, September 8, 2023 – Vice Chair Dunning and Directors Kelly and Barbara Baca
- 6:40 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
SEPTEMBER 11, 2023
Checks for the Period August 1, 2023 through August 31, 2023

Check Number	Vendor Name	Check Amount	Description	Location
EFT	NEW MEXICO TAXATION & REVENUE DEPARTMENT	20,695.01	JULY 2023 WITHHOLDING TAX	
EFT	STATE OF ARIZONA DEPARTMENT OF REVENUE	928.80	WORKERS' COMPENSATION FEE - QTR 2	
EFT	DEPARTMENT OF WORKFORCE SOLUTIONS	100.90	2023 QUARTER 2 WITHHOLDING TAX	
EFT	PAYROLL	7,868.76	2023 QUARTER 2 UNEMPLOYMENT FEE	
EFT	PERA	305,687.28	PAY PERIOD 16	
EFT	IRS	105,292.51	PAY PERIOD 16	
EFT	VOYA DEFERRED COMP	40,372.35	PAY PERIOD 16	
EFT	VOYA DEFERRED COMP	8,263.00	PAY PERIOD 16	
EFT	PAYROLL	307,492.43	PAY PERIOD 17	
EFT	PERA	106,526.88	PAY PERIOD 17	
EFT	IRS	40,741.76	PAY PERIOD 17	
EFT	VOYA DEFERRED COMP	8,341.00	PAY PERIOD 17	
	TOTAL PAYROLL	952,310.68		
146582	AL LAMI, HASAN A.	(858.90)	VOIDED CHECK DATED 04/04/2023	
146607	EICHERT, DIANAN	(357.00)	VOIDED CHECK DATED 04/04/2023	
146625	LUNA, RICHARD	(840.00)	VOIDED CHECK DATED 04/04/2023	
146972	HILL, NICOLE	(315.00)	VOIDED CHECK DATED 04/27/2023	
147586	MATHESON TRI-GAS	(151.63)	VOIDED CHECK DATED 06/19/2023	
147715	SICHLER, CHRIS	(95.00)	VOIDED CHECK DATED 06/28/2023	
147738	COPPOLA SUPPLY, INC	(58.46)	VOIDED CHECK DATED 06/29/2023	
148091	4 RIVERS EQUIPMENT	21.60	AIR FILTER UNIT 47207	ALBUQUERQUE DIVISION
		195.30	CASE UNIT 37308	COCHITI DIVISION
		1,012.83	COMPRESSOR, FAN, & HEADLINER UNIT 67405	SOCORRO DIVISION
		648.99	CONDENSER UNIT 67004	SOCORRO DIVISION
		21.73	HANDLE UNIT 47024	ALBUQUERQUE DIVISION
		154.82	MISC PARTS UNIT 37308	COCHITI DIVISION
		178.81	MISC PARTS UNIT 67019	SOCORRO DIVISION
		232.98	RESTOCKING FEE	SOCORRO DIVISION
		18.42	SPRINGS UNIT 67004	SOCORRO DIVISION
148092	A-1 QUALITY REDI-MIX	496.50	CONCRETE/ SHOTCRETE	SOCORRO DIVISION
148093	ABCWUA	655.40	1931 2ND SW 4382929560 JUL23	GENERAL OFFICE
		488.22	3062929560 JUL23	ALBUQUERQUE DIVISION
		300.15	4158566487 HYDRANT JUL23	ALBUQUERQUE DIVISION
		133.84	5596579560 1932 2ND JUL23	EQUIP REPAIR & TRANSPORTATION
148094	ALBUQUERQUE SUPPLY	139.60	CUT OFF WHEELS	INVENTORY
148095	ALL AMERICAN PUMPING	115.00	JUL23- PORTABLE TOILET RENTAL	SOCORRO DIVISION
148096	AMAZON CAPITAL	629.99	TABLETS/IPAD & KEYBOARD	INFORMATION SYS
148097	ATMAX EQUIPMENT CO	87.00	KEYS	EQUIP REPAIR & TRANSPORTATION
148098	BAKER UTILITY SUPPLY	12,011.50	LEMITAR WASTEWAY CANAL / WADE ORR	SOCORRO DIVISION
148099	BANK OF AMERICA	300.00	CISCO CCNA EXAM	INFORMATION SYS
148100	BJW VENTURES, LLC	553.50	SEAT COVERS UNIT 54015 & 54019	BELEN DIVISION
148101	BOBCAT OF ALBUQUERQUE	528.78	BOBCAT FILTERS	INVENTORY
148102	BOOT BARN	692.24	FY24- BOOT VOUCHERS	BELEN DIVISION
148103	CENTURY EQUIPMENT	41.86	DIPSTICK UNIT 47027	ALBUQUERQUE DIVISION
		167.77	LATCH UNIT 57407	BELEN DIVISION
148104	CENTURY LINK	232.50	505-864-7466 429B JUL23	BELEN DIVISION
148105	CHOICE STEEL COMPANY	1,525.00	SQUARE TUBING ORDER	INVENTORY
148106	CONSERVANCY OIL CO	3,929.75	OIL ORDER	INVENTORY
148107	DESERT GREENS EQUIP	43.51	SHOP SUPPLIES	EQUIP REPAIR & TRANSPORTATION
148108	FRESH AND CLEAN PORT	105.60	RESTROOM RENTAL 7/5/23-8/4/23	ALBUQUERQUE DIVISION
148109	GILBERT GARCIA & SON	7.00	KEYS UNIT 54418	BELEN DIVISION
148110	HUNTER BOWER LUMBER	2,811.13	CONSTRUCTION SUPPLIES	INVENTORY
148111	JOSE M. AGUILAR J.A	304.23	TIRE REPAIR UNIT 57023	BELEN DIVISION
148112	LARRY H. MILLER CASA	490.60	FUEL PUMP & SENSOR UNIT 43462	ALBUQUERQUE DIVISION

Check Number	Vendor Name	Check Amount	Description	Location
148113	LEVEL 3 FINANCING IN	1,414.39	INTERNET ACCT 91761706 AUG23	COCHITI DIVISION
148114	NEW MEXICO GAS CO	33.88	052707401-0553979-2 JUL23	BELEN DIVISION
148115	O'REILLY AUTO PARTS	(10.00)	CREDIT CORE CHARGE INV 2742-467082 PO 24000724	ALBUQUERQUE DIVISION
		91.40	MISC PARTS UNIT 13422	EXEC TEAM
		23.97	SHOP SUPPLIES	EQUIP REPAIR & TRANSPORTATION
148116	PARTS AUTHORITY	1,538.48	BALDWIN FILTER ORDER	INVENTORY
148117	PNM	18.27	022638203-1448347-6 JUL23	ALBUQUERQUE DIVISION
		40.11	090599001-0928871-4 JUL23	ALBUQUERQUE DIVISION
		1,321.60	091655202-0937641-7 JUL23	ALBUQUERQUE DIVISION
148118	RED SHOVEL LLC	523.17	AUG23- GROUNDS MAINTENANCE	GENERAL OFFICE
148119	RELEVANT INDUSTRIAL	43.96	HOSE UNIT 44418	ALBUQUERQUE DIVISION
148120	ROMERO, ALFRED	(200.00)	JUL23- RETIREE	GENERAL FUND
		362.56	JUL23- RETIREE	HUMAN RESOURCES
148121	RUSH TRUCK CENTERS	280.00	AIR BAG UNIT 65103	SOCORRO DIVISION
148122	SAFETY COUNSELING	4,737.70	OSHA 30 CONSTRUCTION CLASS	SAFETY DEPARTMENT
148123	SOUTHERN TIRE MART	83.95	WHEEL BALANCE UNIT 73616	EQUIP REPAIR & TRANSPORTATION
148124	TAS SECURITY SYSTEMS	37.61	CUST# 23247- BELEN - AUG23	BELEN DIVISION
148125	TECHNOLOGY INTEGRATIONS	2,938.70	FY24- CISCO SMARTNET RENEWAL	INFORMATION SYS
148126	TRANSCRIPTION	652.25	JUL23 -REGULAR BOARD MEETING MINUTES	BOARD OF DIRECTORS
148127	AMAZON CAPITAL	114.95	FLASHLIGHTS & SPORTS DUFFLE BAG	SAFETY DEPARTMENT
148128	ANSWER NEW MEXICO	479.77	123-5266-061 JUL23	NON DIVISION
		215.89	123-5267-721 JUL23	BELEN DIVISION
148129	BOOT BARN	1,584.20	FY24- BOOT VOUCHERS	ALBUQUERQUE DIVISION
148130	CONTINENTAL BATTERY	87.04	BATTERY UNIT 53457	SOCORRO DIVISION
		264.00	HYDROLOGY SUPPLIES	INVENTORY
148131	FRANK'S SUPPLY CO	3,225.00	PORTABLE WHEEL AROUND A/C UNIT	EQUIP REPAIR & TRANSPORTATION
148132	GENSLER, DAVID	(200.00)	JUL23- RETIREE	GENERAL FUND
		338.63	JUL23- RETIREE	HUMAN RESOURCES
148133	GEOTEL CORPORATION	260.82	JUL23- ANNUAL PRESS CLIPPING SERVICE	NON DIVISION
148134	JIVE COMMUNICATIONS,	2,306.30	CN-384945-2004 AUG23	GENERAL OFFICE
148135	LARRY H. MILLER CASA	130.84	HINGE UNIT 43622	ALBUQUERQUE DIVISION
148136	O'REILLY AUTO PARTS	32.86	MISC. PARTS	ALBUQUERQUE DIVISION
		6.59	MISC. PARTS	EQUIP REPAIR & TRANSPORTATION
		370.32	MISC. PARTS UNIT 43622	ALBUQUERQUE DIVISION
		185.89	MISC. PARTS UNIT 80000	WATER DISTRIBUTION DIV
		26.33	THERMOSTAT	ALBUQUERQUE DIVISION
148137	POWER EQUIPMENT	448.06	SERVICE REGENERATION UNIT 47313	ALBUQUERQUE DIVISION
148138	PURCELL TIRE COMPANY	37.45	TIRE REPAIR UNIT 74903	EQUIP REPAIR & TRANSPORTATION
148139	ROBERTS TRUCK CENTER	2,564.26	DIAGNOSE & REPAIR UNIT 54414	BELEN DIVISION
148140	SOUTHERN TIRE MART	173.75	TIRE UNIT 80017	WATER DISTRIBUTION DIV
		600.28	TIRES UNIT 54015	BELEN DIVISION
		632.32	TIRES UNIT 54020	BELEN DIVISION
148141	V-VARGAS, ERMELINDA	351.84	AUG23- RETIREE	HUMAN RESOURCES
148142	ABCWUA	2,142.01	SJCPCA ASSESSMENT-EFMH CONTRACT	NON DIVISION
		15,450.00	SJCPCA DUES & ASSESSMENT-EFMH CONTRACT	NON DIVISION
148143	ADVANCE AUTO PARTS	8.67	CABIN AIR FILTER UNIT 73433	EQUIP REPAIR & TRANSPORTATION
148144	ALBUQUERQUE PLUMBING	226.93	SERVICE CALL AC	BELEN DIVISION
148145	AMAZON CAPITAL	65.98	COOLING TOWELS	WATER DISTRIBUTION DIV
148146	BERNALILLO COUNTY CL	25.00	RELEASE OF LIEN	ACCOUNTING
148147	CITY OF BELEN	1,190.44	25 GENERAL E BACA JUL23	BELEN DIVISION
148148	CITY OF SOCORRO	293.85	04-009470-001 JUL23	SOCORRO DIVISION
148149	CONSTRUCTION RENTAL	49.84	MISC PARTS UNIT 6628.05	ALBUQUERQUE DIVISION
		1,586.13	STIHL SUPPLY ORDER	INVENTORY
148150	CRITTERS OIL CHANGE	75.00	OIL CHANGE UNIT 53613	BELEN DIVISION
		75.00	OIL CHANGE UNIT 80007	BELEN DIVISION
148151	FORESTRY SUPPLIES	689.46	CLIMBING ROPE	SAFETY DEPARTMENT

Check Number	Vendor Name	Check Amount	Description	Location
148152	GENUINE NAPA	92.16	MISC PARTS UNIT 54019	BELEN DIVISION
		125.48	MISC PARTS UNIT 54421	BELEN DIVISION
148153	IMSCO DIVISION	477.60	2007 LOCKS	INVENTORY
148154	MAINTENANCE SERVICE	414.10	AUG23 - JANITORIAL CLEANING	ALBUQUERQUE DIVISION
		2,036.03	AUG23 - JANITORIAL CLEANING	GENERAL OFFICE
148155	NMWDOC	5,000.00	FY24 -LARGE IRRIGATION DISTRICTS	NON DIVISION
148156	OCCUPATIONAL HEALTH	114.22	DOT RECERT & PRE EMPLOYMENT	ALBUQUERQUE DIVISION
		229.25	DOT RECERT & PRE EMPLOYMENT	SOCORRO DIVISION
148157	PARTS AUTHORITY	1,018.86	AUTOMOTIVE ORDER	INVENTORY
148158	PNM	1,156.37	052707401-0553979-2 JUL23	BELEN DIVISION
148159	QUEST DIAGNOSTICS	111.20	DOT RANDOM	ALBUQUERQUE DIVISION
		55.60	DOT RANDOM	BELEN DIVISION
		37.10	DOT RANDOM	COCHITI DIVISION
		92.70	DOT RANDOM	SOCORRO DIVISION
		77.30	PRE EMPLOYMENT SCREENING & POST ACCIDENT	ALBUQUERQUE DIVISION
		40.20	PRE EMPLOYMENT SCREENING & POST ACCIDENT	ADMINISTRATION
		117.50	PRE EMPLOYMENT SCREENING & POST ACCIDENT	WATER DISTRIBUTION DIV
		77.30	PRE EMPLOYMENT SCREENING & POST ACCIDENT	SAFETY DEPARTMENT
		37.10	PRE EMPLOYMENT SCREENING & POST ACCIDENT	SOCORRO DIVISION
148160	SANDOVAL COUNTY LAND	199.71	LANDFILL JUL23	ALBUQUERQUE DIVISION
148161	SNELLING	351.55	TEMP HELP- 4.75 HRS- CONTROLLER (7/29/23)	ACCOUNTING
148162	SORBCO	41.66	RETAINER BOLTS FOR BOOM PIN UNIT 57311	BELEN DIVISION
148163	SOUTHERN TIRE MART	2,298.80	TIRE ORDER	INVENTORY
148164	SOUTHWEST CONSTRUCTION	320.96	CUTTING EDGE & HARDWARE UNIT 67115	SOCORRO DIVISION
148165	SOUTHWEST LANDFILL	1,111.73	LANDFILL- JUL23	ALBUQUERQUE DIVISION
148166	WAGNER EQUIPMENT CO.	84.01	CAT FILTERS	INVENTORY
148167	WEX BANK	67,446.85	WEX FUEL JUL23: UNL \$29,057 DSL \$38,328 FEES 61.99	MULTIPLE DEPTS/DIVISIONS
148168	ACTION HOSE INC.	116.62	COUPLERS UNIT 8992.05	ALBUQUERQUE DIVISION
148169	ALBUQUERQUE BOLT	11.00	BOLTS & LOCKNUTS UNIT 8992.05	ALBUQUERQUE DIVISION
148170	BENAVIDEZ, CAROL	451.45	AUG23- RETIREE	HUMAN RESOURCES
148171	BOOT BARN	440.24	FY24 - BOOT VOUCHER	BELEN DIVISION
148172	BOYD-SHUCK NAPA	1.63	MISC PARTS UNIT 64107	SOCORRO DIVISION
		21.69	MISC PARTS UNIT 8425.21	SOCORRO DIVISION
148173	BRUCKNER TRUCK SALES	75.88	U-JOINTS UNIT 44416	ALBUQUERQUE DIVISION
148174	CENTURY EQUIPMENT	209.70	MOMENTARY SWITCHES UNIT 47018	ALBUQUERQUE DIVISION
		477.39	PROPORTIONAL ROCKER UNIT 57026	BELEN DIVISION
148175	CONSTRUCTION RENTAL	37.98	DRIVERS UNIT 6628.12	ALBUQUERQUE DIVISION
		194.73	PISTON & CYLINDER & GASKET KIT UNIT 6628.02	ALBUQUERQUE DIVISION
148176	CRAIG INDEPENDENT	144.20	CALCIUM UNIT 57023	BELEN DIVISION
		115.36	DISMOUNT/REMOUNT NEW TIRES UNIT 54020	BELEN DIVISION
		100.90	TIRE REPAIR UNIT 54106	BELEN DIVISION
148177	CRITTERS OIL CHANGE	75.00	OIL CHANGE UNIT 80032	BELEN DIVISION
148178	DESERT GREENS EQUIP	1,069.49	MISC PARTS UNIT 47024	ALBUQUERQUE DIVISION
		2,179.46	TANK UNIT 23801	ALBUQUERQUE DIVISION
		1,352.71	WHEEL CENTER & HARDWARE UNIT 47027	ALBUQUERQUE DIVISION
148179	FINANCE AUTHORITY	13,314.95	AUG23 EQUIPMENT	NON DIVISION
148180	FLEETPRIDE	28.99	MUD FLAP UNIT 54419	ALBUQUERQUE DIVISION
148181	GENUINE NAPA	212.02	LED TAILLIGHT UNIT 54021	BELEN DIVISION
148182	GOMEZ, RAY	2,744.54	AUG23- RETIREE	HUMAN RESOURCES
148183	GREENWOOD, JEFFREY C	350.57	AUG23- RETIREE	HUMAN RESOURCES
148184	GRIEGO NANCY	280.00	RODENT MANAGEMENT- NEW BELEN DITCH	BELEN DIVISION
148185	JARAMILLO, DANNY A.	1,364.10	AUG23- RETIREE	HUMAN RESOURCES
148186	JOSE M. AGUILAR J.A	225.49	TIRE REPAIR UNIT 57026	BELEN DIVISION
148187	MARQUEZ, BELLINA C	720.74	AUG23- RETIREE	HUMAN RESOURCES
148188	MARQUEZ, DENNIS M	1,222.58	AUG23- RETIREE	HUMAN RESOURCES
148189	MARTINEZ, DANIEL	528.22	AUG23- RETIREE	HUMAN RESOURCES

Check Number	Vendor Name	Check Amount	Description	Location
148190	MATHESON TRI-GAS INC	121.19	FLAP DISKS	ALBUQUERQUE DIVISION
148191	MCT INDUSTRIES, INC.	1,862.20	MISC. TRAILER PARTS UNIT 44110	ALBUQUERQUE DIVISION
148192	MID-REGION COUNCIL	9,028.00	FY24- PARTICIPATION SHARE - MRCOG	NON DIVISION
148193	MORA, RUBEN	564.10	AUG23- RETIREE	HUMAN RESOURCES
148194	NAPA AUTO PARTS	25.52	CONNECTORS FOR COCHITI	COCHITI DIVISION
		6.62	SOCKET	EQUIP REPAIR & TRANSPORTATION
148195	NEW MEXICO GAS CO	28.47	079084112-0814966-2 JUL23	COCHITI DIVISION
		28.47	079084212-0814967-9 JUL23	COCHITI DIVISION
		28.47	081518001-0839304-7 JUL23	COCHITI DIVISION
148196	NEW MEXICO MUTUAL	16,679.00	ACCT# 212978753- INSTALLMENT	NON DIVISION
148197	PACIFIC OFFICE AUTO	265.11	JUL23 - OVERAGES CUSTOMER# 635984	GENERAL OFFICE
148198	POWER FORD	165.84	MISC. PARTS UNIT 33603	COCHITI DIVISION
		672.40	MISC. PARTS UNIT 43459	WATER DISTRIBUTION DIV
148199	PRUDENTIAL OVERALL S	6.94	FY24- UNIFORM RENTAL	COCHITI DIVISION
		50.00	FY24- UNIFORM RENTAL	BELEN DIVISION
		18.78	FY24- UNIFORM RENTAL	EQUIP REPAIR & TRANSPORTATION
148200	ROBERTS TRUCK CENTER	199.16	DOOR LATCH UNIT 64413	SOCORRO DIVISION
		64.29	FILLER NECK UNIT 44421	ALBUQUERQUE DIVISION
148201	SAN ACACIA MDWCA	14.70	JUL23 WATER SAN ACACIA	SOCORRO DIVISION
148202	SOCORRO ELECTRIC	3,558.96	10268007 JUL23	SOCORRO DIVISION
		832.72	10268012 JUL23	SOCORRO DIVISION
148203	SOUTHERN TIRE MART	26.91	TIRE REPAIR UNIT 44010	ALBUQUERQUE DIVISION
		53.81	TIRE REPAIRS UNIT 80036	WATER DISTRIBUTION DIV
		521.25	TIRES UNIT 80017	WATER DISTRIBUTION DIV
148204	TECHNOLOGY INTEGRATION	568.26	JUL23- DATTO SAAS PROTECTION MICROSOFT PRODUCTS	INFORMATION SYS
148205	THE PRINTERS PRESS	192.00	ENVELOPES FOR WSC LOCKBOX	NON DIVISION
148206	TRUEPOINT SOLUTIONS,	1,485.00	JUL23- LOCKBOX & EMAIL NOTIFICATIONS	GRANTS FUND GENERAL OFFICE
148207	VAISA, MORRIS	1,073.50	AUG23- RETIREE	HUMAN RESOURCES
148208	VALLEY SANITATION	20.80	TRASH REMOVAL	BELEN DIVISION
148209	4 RIVERS EQUIPMENT	15,670.40	96" SKID STEER BRUSH HOG	ALBUQUERQUE DIVISION
		7,835.20	96" SKID STEER BRUSH HOG	BELEN DIVISION
148210	A & A PUMPING	1,471.52	PUMPING OUT WASH BAY AREA	BELEN DIVISION
148211	ADVANCE AUTO PARTS	(139.19)	CREDIT DOOR LATCH INV 2803-534585 PO 20240309	ALBUQUERQUE DIVISION
		1,382.54	STEERING GEAR & TENSIONER UNIT 43451	WATER DISTRIBUTION DIV
148212	ALLSTATE HYDRAULICS	169.01	PIN UNIT 44420	ALBUQUERQUE DIVISION
148213	AMAZON CAPITAL	849.00	LAPTOP	INFORMATION SYS
148214	AVALONE, SARAH	280.67	AUG23- RETIREE	HUMAN RESOURCES
148215	AVANZANDO, LLC	2,300.00	SP-027-2023 DAMAGE DEPOSIT REFUND	GENERAL FUND
148216	BERNALILLO COUNTY CL	25.00	RELEASE OF LIEN	ACCOUNTING
148217	BOYD-SHUCK NAPA	24.69	MISC PARTS UNIT 8425.22	SOCORRO DIVISION
		35.97	SUPPLIES UNIT 64004	SOCORRO DIVISION
148218	CABLECOM LLC	2,300.00	SP-327-2022 DAMAGE DEPOSIT REFUND	NON DIVISION
		2,300.00	SP-333-2022 DAMAGE DEPOSIT REFUND	NON DIVISION
148219	CENTURY EQUIPMENT	426.72	STARTER UNIT 67112	SOCORRO DIVISION
148220	CHOICE STEEL COMPANY	3,167.00	METAL ORDER	INVENTORY
148221	CONTINENTAL BATTERY	263.84	BATTERIES UNIT 47502	ALBUQUERQUE DIVISION
		148.92	BATTERIES UNIT 73616	EQUIP REPAIR & TRANSPORTATION
		154.70	BATTERY UNIT 33437	COCHITI DIVISION
148222	CRAIG INDEPENDENT	162.56	TIRE REPLACEMENT UNIT 54015	BELEN DIVISION
148223	CRANE, JOHN	210.42	AUG23- RETIREE	HUMAN RESOURCES
148224	DEXTER MICHAEL E	2,300.00	SP-171-2023 DAMAGE DEPOSIT REFUND	NON DIVISION
148225	GENUINE NAPA	113.42	LIGHTS UNIT 54422	BELEN DIVISION
148226	GEOTECH ENVIRONMENTAL	6,823.16	WATER LEVEL SENSORS	INVENTORY
148227	GPS, LLC	26.92	TIRE PLACEMENT ON UNIT 80017	WATER DISTRIBUTION DIV
		24.23	TIRE REPAIR ON UNIT 63427	SOCORRO DIVISION
		104.46	TIRE REPAIR ON UNIT 67113	SOCORRO DIVISION

Check Number	Vendor Name	Check Amount	Description	Location
		26.92	TIRE REPAIR ON UNIT 8580.08	SOCORRO DIVISION
		72.69	TIRE REPAIR-UNIT 67018	SOCORRO DIVISION
		79.68	TIRE REPAIR-UNIT 67018	SOCORRO DIVISION
148228	GRAINGER	116.01	SUPPLIES FOR LITTLE CHICAL	WATER OPS & CONS
148229	HOME DEPOT CREDIT	63.76	A/C SUPPLIES FOR BELEN A/C	BELEN DIVISION
		99.00	CANOPY - MECHANIC	COCHITI DIVISION
		124.00	EVAPORATIVE COOLER MOTOR	COCHITI DIVISION
148230	JOSE M. AGUILAR J.A	179.64	TIRE REPAIR UNIT 57022	BELEN DIVISION
148231	MATHESON TRI-GAS INC	34.53	CAP & ELECTRODE	EQUIP REPAIR & TRANSPORTATION
148232	NAPA AUTO PARTS	22.34	SUPPLIES	EQUIP REPAIR & TRANSPORTATION
		17.74	MISC. PARTS UNIT 44602	ALBUQUERQUE DIVISION
		26.26	MISC. PARTS UNIT 80000	WATER DISTRIBUTION DIV
		165.36	MULTI-METER	COCHITI DIVISION
148233	NEW MEXICO TRACTOR S	171.60	SNAP RING/WASHER UNIT 57116	BELEN DIVISION
148234	NM UNDERGROUND	2,300.00	SP-036-2023 DAMAGE DEPOSIT REFUND	NON DIVISION
148235	PNM	12,278.42	022638203-2117172-6 JUL23	ALBUQUERQUE DIVISION
148236	PURCELL TIRE COMPANY	96.25	ALIGNMENT UNIT 43451	WATER DISTRIBUTION DIV
		459.00	TIRE UNIT 57311	BELEN DIVISION
148237	RAKS BUILDING SUPPLY	3.38	SUPPLIES	WATER OPS & CONS
		35.84	SUPPLIES FOR LITTLE CHICAL	WATER OPS & CONS
148238	RANDY'S ACE HARDWARE	16.96	MISC PARTS UNIT 67305	SOCORRO DIVISION
		84.51	MISC PARTS UNIT 8425.21	SOCORRO DIVISION
148239	SOUTHWEST GENERAL TI	594.16	TIRES UNIT 53440	BELEN DIVISION
148240	UNIFORMS & MORE	63.00	SHIRT ORDER	ALBUQUERQUE DIVISION
		135.00	SHIRT ORDER	EXEC TEAM
148241	VALLEY SANITATION	5.20	TRASH REMOVAL TRUCK LOAD	BELEN DIVISION
148242	4 RIVERS EQUIPMENT	196.24	JOHN DEERE FILTER	INVENTORY
		3,500.00	WATER TRUCK RENTAL	BELEN DIVISION
148243	ADVANCE AUTO PARTS	97.50	ATF UNIT 80000	WATER DISTRIBUTION DIV
148244	AMAZON CAPITAL	101.70	ROUTER IT	INFORMATION SYS
148245	ANM, INC.	4,713.81	CISCO NETWORK EQUIPMENT	INFORMATION SYS
		1,675.20	CISCO SMARTNET RENEWAL	INFORMATION SYS
148246	AWARDS ETC	7.50	NAME PLATE / A. MOLINA	GENERAL OFFICE
		10.00	SIGN FOR FRONT DOOR	GENERAL OFFICE
148247	BANK OF AMERICA	132.38	FY24- SNAG IT RENEWAL	INFORMATION SYS
		44.34	GO DADDY RENEWAL	INFORMATION SYS
		2,085.00	NM WATER LAW CONFERENCE SANTA FE SEP.18-19, 2023	BOARD OF DIRECTORS
		695.00	NM WATER LAW CONFERENCE SANTA FE SEP.18-19, 2023	CONSERVATION/PLANNING
		695.00	NM WATER LAW CONFERENCE SANTA FE SEP.18-19, 2023	EXEC TEAM
		695.00	NM WATER LAW CONFERENCE SANTA FE SEP.18-19, 2023	NON DIVISION
		695.00	NM WATER LAW CONFERENCE SANTA FE SEP.18-19, 2023	WATER OPS & CONS
		123.76	REPLACEMENT AIR FILTER / ER&T - JESSIE ZAMORA	EQUIP REPAIR & TRANSPORTATION
		1,157.08	TABLES	COCHITI DIVISION
148248	BOHANNAN HUSTON	3,395.78	INFRASTRUCTURE ASSESSMENT- THROUGH JULY 28, 2023	ENGINEERING & MAPPING
148249	BOOT BARN	554.98	FY24 - BOOT VOUCHERS	ALBUQUERQUE DIVISION
148250	BOR UC REGION: UPPER	100,000.00	EMERGENT FLOOD- 20-WX-40-806/TO MRG23-01	BELEN DIVISION
148251	BUDGET TRANSMISSION	2,300.00	AUTOMATIC TRANSMISSION UNIT 43446	ALBUQUERQUE DIVISION
148252	CENTURY EQUIPMENT	91.74	SEAL KIT UNIT 37012	COCHITI DIVISION
148253	CHILD SUPPORT ENFORC	1,370.31	GARNISHMENT	NON DIVISION
148254	CINTAS FIRST AID	80.16	RESTOCK FIRST AID CABINETS	ALBUQUERQUE DIVISION
		80.15	RESTOCK FIRST AID CABINETS	GENERAL OFFICE
148255	COMPASS ENGINEERING	2,300.00	SP-335-2022 DAMAGE DEPOSIT REFUND	NON DIVISION
148256	IMSCO DIVISION	2,630.10	CABLE SPOOL ORDER	INVENTORY
148257	MACCAFERRI INC.	2,600.00	LANDSCAPING FABRIC ROLLS	INVENTORY
		5,200.00	LAWN FABRIC ROLLS	INVENTORY
148258	O'REILLY AUTO PARTS	350.25	A/C COMPRESSOR UNIT 53454	BELEN DIVISION

Check Number	Vendor Name	Check Amount	Description	Location
		(254.71)	CREDIT MISC PARTS INV 2742-469201 PO 24000871	ALBUQUERQUE DIVISION
		(139.54)	CREDIT MISC PARTS INV 2742-469560 PO 24000949	WATER DISTRIBUTION DIV
		(243.95)	CREDIT MISC PARTS INV 2930-342801 PO 24000798	BELEN DIVISION
		26.07	FILTER UNIT 33441	COCHITI DIVISION
		11.02	FILTER UNIT 43463	ALBUQUERQUE DIVISION
		290.74	FREIGHT CHARGE UNITS 53613 & 53612	BELEN DIVISION
		19.98	SUPPLIES NEEDED FOR WELDING HELMET	SOCORRO DIVISION
148259	OCCUPATIONAL HEALTH	229.25	PRE EMPLOYMENT SCREENING & PHYSICAL	COCHITI DIVISION
148260	PARTS AUTHORITY	1,006.02	BALDWIN FILTERS	INVENTORY
148261	POWER EQUIPMENT	4,072.39	EXCAVATOR RENTAL	ALBUQUERQUE DIVISION
148262	RAIN FOR RENT	63,520.70	RENTAL FOR CORRALES PUMPS	CAPITAL INVESTMENT FUND ABQ
148263	STATE OF NEW MEXICO	258.21	GARNISHMENT	NON DIVISION
148264	THOMPSON SAFETY LLC	772.00	SAFETY SUPPLIES	INVENTORY
148265	TLC CO INC	1,886.49	A/C MAINTENANCE	GENERAL OFFICE
148266	4 RIVERS EQUIPMENT	176.84	HINGE UNIT 57116	BELEN DIVISION
148267	ALBUQUERQUE PUB	105.43	AUG23- ABQ JOURNAL BOARD MEETING NOTICE	BOARD OF DIRECTORS
		99.99	AUG23- EL DEFENSOR CHIEFTAIN BOARD MEETING NOTICE	BOARD OF DIRECTORS
		101.19	AUG23- VAL CO NEWS BULLETIN BOARD MEETING NOTICE	BOARD OF DIRECTORS
148268	BAKER UTILITY SUPPLY	3,344.00	HDP PIPE ORDER	INVENTORY
148269	BOOT BARN	443.99	FY24 - BOOTH VOUCHERS	COCHITI DIVISION
148270	CESOSS	25,000.00	FY23- MOA	NON DIVISION
148271	CRAIG INDEPENDENT	34.99	TIRE REPAIR UNIT 54110	BELEN DIVISION
148272	CRITTERS OIL CHANGE	75.00	OIL CHANGE UNIT 80029	WATER DISTRIBUTION DIV
148273	GENUINE NAPA	167.97	LIFT SUPPORT UNIT 57028	BELEN DIVISION
		22.97	SHOP SUPPLIES	BELEN DIVISION
148274	KRONOS SAASHR, INC.	1,281.12	JUL23- UKG KRONOS READY SOFTWARE	INFORMATION SYS
148275	NED'S PIPE & STEEL	155.08	CHAIN BIND UNIT 54110	BELEN DIVISION
148276	NEW MEXICO TRACTOR S	50.80	BOLTS UNIT 57025	BELEN DIVISION
		104.04	MISC PARTS UNITS 57027 & 57023	BELEN DIVISION
148277	PACIFIC OFFICE AUTO	318.57	AUG23-COPIER LEASE 3RD YEAR - 2023-2024	ALBUQUERQUE DIVISION
		186.43	AUG23-COPIER LEASE 3RD YEAR - 2023-2024	EQUIP REPAIR & TRANSPORTATION
		1,063.92	AUG23-COPIER LEASE 3RD YEAR - 2023-2024	GENERAL OFFICE
148278	PARTS AUTHORITY	1,276.31	AUTOMOTIVE ORDER	INVENTORY
148279	PRUDENTIAL OVERALL S	6.94	FY24- UNIFORM RENTAL	COCHITI DIVISION
		50.00	FY24- UNIFORM RENTAL	BELEN DIVISION
		18.78	FY24- UNIFORM RENTAL	EQUIP REPAIR & TRANSPORTATION
148280	RANCHERO BUILDERS	21.74	MISC PARTS UNIT 54015	BELEN DIVISION
148281	RANDALL-REILLY LLC	4,675.00	SUBSCRIPTION EQUIPMENT WATCH 11-1-23/10-30-24	ACCOUNTING
148282	SANDOVAL COUNTY CLERK	25.00	RELEASE OF LIEN	ACCOUNTING
148283	STAPLES ADVANTAGE	542.30	OFFICE SUPPLIES	GENERAL OFFICE
148284	UNUM LIFE INSURANCE	7,271.06	JUL23- UNUM LIFE EMPLOYER - ACCT# 0692500-001 5	NON DIVISION
148285	VALENCIA COUNTY CLERK	50.00	RELEASE OF LIENS	ACCOUNTING
148286	WIPER SUPPLY INC	670.50	SHOP TOWELS	INVENTORY
148287	BANK OF AMERICA	335.76	FY24 DELUXE HOSTING FEE	INFORMATION SYS
		2,600.00	REGISTRATION INAUGURAL CRGWU MEETING OCT 3-5, 2023	BOARD OF DIRECTORS
148288	BOR UC REGION: UPPER	174,868.80	FY23 O&M SAN JUAN CHAMA PROJECT QRT 4 - 178R-423	CONTRACT PAYMENTS
		174,551.25	FY23 QTR 4 - EL VADO PROJECT 178R-423	CONTRACT PAYMENTS
148289	CONSTRUCTION RENTAL	246.97	STIHL SUPPLY ORDER	INVENTORY
148290	CRAIG INDEPENDENT	28.84	TIRE REPAIR UNIT 54017	BELEN DIVISION
148291	FRANK'S SUPPLY CO	440.00	METAL GAS CANS	BELEN DIVISION
148292	ROBERT HALF	25,481.84	SERVICES FOR CONTROLLER CANDIDATE	ACCOUNTING
148293	STAPLES ADVANTAGE	123.31	BOARD ENVELOPES	NON DIVISION
148294	TECHNOLOGY INTEGRATION	17,091.88	FY24- VSPHERE ADVANTAGE ANNUAL SERVICES	INFORMATION SYS
		3,627.22	LICENSES FOR VMWARE RENEWAL	INFORMATION SYS
148295	THOMPSON SAFETY LLC	168.00	SAFETY SUPPLIES- INVENTORY	SAFETY DEPARTMENT
148296	WASTE MANAGEMENT	216.07	AUG23- MONTHLY DUMPSTER SERVICE	COCHITI DIVISION

Check Number	Vendor Name	Check Amount	Description	Location
148297	WATER STRATEGIES	8,000.00	AUG23 - FEDERAL CONSULTING SERVICES	NON DIVISION
148298	ACTION HOSE INC.	152.66	MISC PARTS UNIT 44415	ALBUQUERQUE DIVISION
		25.83	MISC PARTS UNIT 54016	BELEN DIVISION
148299	ADVANCE AUTO PARTS	97.50	ATF UNIT 80000	WATER DISTRIBUTION DIV
		1,459.90	SERVICE TRAILER GREASE BUCKETS	INVENTORY
148300	ALBUQUERQUE SUPPLY	1,060.00	AMER LOCK RESIN PAINT	INVENTORY
148301	BOOT BARN	823.93	FY24 - BOOT VOUCHERS	ALBUQUERQUE DIVISION
		727.49	FY24 - BOOT VOUCHERS	COCHITI DIVISION
148302	BOYD-SHUCK NAPA	60.68	MISC SUPPLIES	SOCORRO DIVISION
148303	CINTAS FIRST AID	98.44	RESTOCK FIRST AID	BELEN DIVISION
		89.36	RESTOCK FIRST AID	SOCORRO DIVISION
148304	CITY OF ALBUQUERQUE	125.00	ADMIN FEE JUL23	NON DIVISION
		2,551.73	COA004001471 JUL23	ALBUQUERQUE DIVISION
		524.40	COA004001471 JUL23	WATER DISTRIBUTION DIV
148305	CONSTRUCTION RENTAL	86.57	MISC PARTS UNIT 6627.61	COCHITI DIVISION
148306	CRITTERS OIL CHANGE	75.00	OIL CHANGE UNIT 53461	BELEN DIVISION
148307	DELTA DENTAL	11,007.46	AUG23- DELTA DENTAL FY2024	NON DIVISION
148308	DESERT GREENS EQUIP	147.44	SCREEN UNIT 67018	SOCORRO DIVISION
148309	DMC LOGISTICS	414.38	AUG23 -DELIVERY OF BOD MEETING PACKETS	BOARD OF DIRECTORS
148310	HM LIFE INSURANCE	1,175.40	AUG23 - DAVIS VISION FY2024	NON DIVISION
148311	JAG INVESTMENT	2,029.34	RELEASE AGREEMENT PD-202400013	NON DIVISION
148312	LAW & RESOURCE	9,056.84	JUL23 - COUNSEL	NON DIVISION
148313	LINDE GAS	548.89	WELDING RODS - PO 20233495- RESTOCKING FEE	ALBUQUERQUE DIVISION
148314	MELLOY FORD LOS LUNA	124.02	COVER UNIT 80005	WATER DISTRIBUTION DIV
		206.74	MIRROR UNIT 54019	BELEN DIVISION
148315	NAPA AUTO PARTS	98.56	CLOCK SPRING UNIT 43451	WATER DISTRIBUTION DIV
148316	NED'S PIPE & STEEL	30.00	WELDING SUPPLIES	BELEN DIVISION
148317	NEW MEXICO CHILE	5,000.00	FY24 NM CHILE ASSOCIATION COMMUNITY OUTREACH	NON DIVISION
148318	PNM	98.45	022638203-0415631-1 AUG23	COCHITI DIVISION
		21.48	026426802-0332811-6 AUG23	ALBUQUERQUE DIVISION
		16.62	036707300-0415630-2 AUG23	COCHITI DIVISION
		212.09	037715300-0423617-1 AUG23	COCHITI DIVISION
148319	POWER EQUIPMENT	1,185.55	EXCAVATOR RENTAL - ALB DIVISION 8/3/23-8/8/23	ALBUQUERQUE DIVISION
148320	ROBERTS TRUCK CENTER	230.31	SENSORS UNIT 54422	BELEN DIVISION
148321	SORBCO	64.15	PARTS AND REPAIRS	BELEN DIVISION
148322	TRAIN IT NEW MEXICO	3,700.00	CDL TRAINING FOR A. ARMIJO - SEPT 10-16	SOCORRO DIVISION
148323	VALENCIA COUNTY	15,781.80	JUL23 FUEL COSTS	BELEN DIVISION
		200.00	JUL23 FUEL COSTS ADMIN FEE	NON DIVISION
148324	WIGGINS, WILLIAMS	5,977.83	JUL23 - COUNSEL	NON DIVISION
148325	4 RIVERS EQUIPMENT	358.64	BLADES & HARDWARE UNIT 37505	COCHITI DIVISION
		21.73	HANDLE UNIT 37011	COCHITI DIVISION
148326	ADVANCE AUTO PARTS	249.99	SHOP SUPPLIES	SOCORRO DIVISION
148327	ALBUQUERQUE PIPE	163.76	PIPE, ANGLE TEE, FITTING UNIT 54016	BELEN DIVISION
148328	BOBCAT OF ALBUQUERQUE	405.41	BLADE KIT UNIT 8992.06	ALBUQUERQUE DIVISION
148329	CENTURY EQUIPMENT	1,075.68	BEARING CUPS, CONES, & SEAL KITS UNIT 8425.22	SOCORRO DIVISION
148330	CHOICE STEEL COMPANY	83.13	STEEL ROUND BARS UNIT 44109	ALBUQUERQUE DIVISION
148331	CINTAS FIRST AID	134.98	RESTOCK FIRST AID	COCHITI DIVISION
148332	CITY OF ALBUQUERQUE	185,659.59	AUG23- PRESBYTERIAN	NON DIVISION
148333	CONTINENTAL BATTERY	150.96	BATTERIES UNIT 44415	ALBUQUERQUE DIVISION
		119.00	BATTERY UNIT 57027	BELEN DIVISION
148334	DESERT GREENS EQUIP	880.94	VALVE & EJECTOR UNIT 57310	BELEN DIVISION
		41.77	WASHERS & KEYS UNIT 67017	SOCORRO DIVISION
148335	FLEETPRIDE	235.32	BRAKES DRUM SEAL UNIT 44415	ALBUQUERQUE DIVISION
		7.48	CLAMPS UNIT 44415	ALBUQUERQUE DIVISION
		(1,050.00)	CREDIT CORE CHARGE- INV 107541858 PO 20233557	SOCORRO DIVISION
		950.00	FUEL TANK & CAP UNIT 44418	ALBUQUERQUE DIVISION

Check Number	Vendor Name	Check Amount	Description	Location
148336	NAPA AUTO PARTS	32.18	MISC PARTS UNIT 37011	COCHITI DIVISION
		507.59	MISC PARTS UNIT 54016	BELEN DIVISION
		4.74	MISC PARTS UNIT 73612	EQUIP REPAIR & TRANSPORTATION
		38.12	SHOP SUPPLIES	EQUIP REPAIR & TRANSPORTATION
		131.57	SOLENOID UNIT 44418	ALBUQUERQUE DIVISION
148337	O'REILLY AUTO PARTS	131.41	VAPOR CANISTER UNIT 63437	SOCORRO DIVISION
148338	PNM	21.94	050411100-0536271-1 AUG23	BELEN DIVISION
148339	POWER FORD	(400.00)	CREDIT CORE CHARGE INV 51527 PO 20240603	WATER DISTRIBUTION DIV
		16,600.00	ENGINE UNIT 54016	BELEN DIVISION
		1,300.00	STEERING GEAR UNIT 80000	WATER DISTRIBUTION DIV
148340	PRINT EXPRESS	46.00	BUSINESS CARDS / A. MOLINA	GENERAL OFFICE
148341	PURCELL TIRE COMPANY	42.80	TIRE REPAIR UNIT 47022	ALBUQUERQUE DIVISION
		498.80	TIRE REPLACEMENT UNIT 74803	EQUIP REPAIR & TRANSPORTATION
		57.38	WHEEL MOUNT/DISMOUNT UNIT 47026	ALBUQUERQUE DIVISION
148342	RELEVANT INDUSTRIAL	476.49	COUPLERS UNITS 8992.18 & 8992.19	ALBUQUERQUE DIVISION
		72.12	HOSE UNIT 47022	ALBUQUERQUE DIVISION
148343	ROBERTS TRUCK CENTER	38.93	WIPER ARM UNIT 44412	ALBUQUERQUE DIVISION
148344	SNELLING	499.57	TEMP HELP- 6.75 HRS- CONTROLLER (8/9/23 & 8/10/23)	ACCOUNTING
148345	SOUTHERN TIRE MART	358.55	TIRES UNIT 44011	ALBUQUERQUE DIVISION
148346	SOUTHWEST GENERAL TI	594.16	TIRES UNIT 53439	BELEN DIVISION
148347	STAPLES ADVANTAGE	452.34	COPIER PAPER	GENERAL OFFICE
		398.21	INK CARTRIDGES	INVENTORY
148348	UNIFORMS & MORE	210.00	YELLOW SAFETY SHIRTS	COCHITI DIVISION
		117.00	UNIFORM SHIRT ORDER	ADMINISTRATION
		408.00	YELLOW SAFETY SHIRTS EXTRAS	SAFETY DEPARTMENT
		1,185.00	YELLOW SAFETY SHIRTS	ALBUQUERQUE DIVISION
		1,335.00	YELLOW SAFETY SHIRTS	BELEN DIVISION
		117.00	YELLOW SAFETY SHIRTS	ENGINEERING & MAPPING
		117.00	YELLOW SAFETY SHIRTS	WATER OPS & CONS
		52.00	YELLOW SAFETY SHIRTS	LICENSING & LAND SALES
		999.00	YELLOW SAFETY SHIRTS	SOCORRO DIVISION
		1,032.00	YELLOW SAFETY SHIRTS	WATER DISTRIBUTION DIV
148349	WAGNER EQUIPMENT CO.	253.58	BELT TENSIONER UNIT 64413	SOCORRO DIVISION
148350	ALBUQUERQUE PUB	97.51	LEGAL AD - RFB MACHINE MOWERS	PURCHASING
148351	BANK OF AMERICA	(66.78)	CREDIT FOR TAX FROM PO 20240538	COCHITI DIVISION
		38.62	FUEL TANK UNIT 3375.58	ALBUQUERQUE DIVISION
		1,351.77	FY24- BENTLEY SOFTWARE FOR ENGINEERING	INFORMATION SYS
		147.18	OFFICE SUPPLIES	GENERAL OFFICE
		332.89	LODGING - NM WATER LAW CONFERENCE (BACA J)	BOARD OF DIRECTORS
		332.89	LODGING - NM WATER LAW CONFERENCE (RUSSO BACA)	BOARD OF DIRECTORS
148352	BOOT BARN	267.73	FY24 - BOOT VOUCHERS	BELEN DIVISION
		144.49	FY24 - BOOT VOUCHERS	ALBUQUERQUE DIVISION
148353	BRUCKNER TRUCK SALES	1,135.00	FAN CLUTCH UNIT 44415	ALBUQUERQUE DIVISION
148354	CONSERVANCY OIL CO	792.00	DEF ORDER	INVENTORY
148355	LEVEL 3 FINANCING IN	1,817.06	INTERNET: JUL23	BELEN DIVISION
		9,332.78	INTERNET: JUL23	INFORMATION SYS
		2,025.24	INTERNET: JUL23	SOCORRO DIVISION
148356	PRUDENTIAL OVERALL S	6.94	FY24-UNIFOM RENTAL	COCHITI DIVISION
		50.00	FY24-UNIFOM RENTAL	BELEN DIVISION
		18.78	FY24-UNIFOM RENTAL	EQUIP REPAIR & TRANSPORTATION
148357	SAMONS TIGER STORES	47.98	A/C PARTS FOR SHOP	EQUIP REPAIR & TRANSPORTATION
148358	WIPER SUPPLY INC	473.91	JANITORIAL SUPPLIES	INVENTORY
148359	4 RIVERS EQUIPMENT	128.16	FILTERS UNIT 37505	COCHITI DIVISION
148360	AL LAMI, HASAN A.	858.90	2023 EWLP 1ST PAYMENT	ACCOUNTING RE-ISSUE
148361	ALBUQUERQUE BOLT	68.80	BOLTS & WASHERS UNIT 47027	ALBUQUERQUE DIVISION
148362	ANM, INC.	1,100.73	CISCO NETWORK EQUIPMENT	INFORMATION SYS

Check Number	Vendor Name	Check Amount	Description	Location
		925.68	CISCO NETWORK EQUIPMENT	INFORMATION SYS
148363	BJW VENTURES, LLC	245.00	SEAT COVER UNIT 43451	WATER DISTRIBUTION DIV
148364	CASTLE BRANCH, INC.	237.10	PRE EMPLOYMENT SCREENINGS	HUMAN RESOURCES
148365	CENTURY EQUIPMENT	1,040.90	ALAMO HARDWARE	INVENTORY
148366	CRAIG INDEPENDENT	68.00	TIRE REPAIR UNIT 54110	BELEN DIVISION
		108.99	TIRE REPLACEMENT UNIT 57311	BELEN DIVISION
		139.36	TIRES UNIT 53439	BELEN DIVISION
148367	DESERT GREENS EQUIP	121.76	SCREWS & BOLTS UNIT 57023	BELEN DIVISION
148368	EICHERT, DIANA	357.00	2023 EWLP 1ST PAYMENT	ACCOUNTING RE-ISSUE
148369	FLEETPRIDE	344.14	EXPANSION VALVE & EVAPORATOR UNIT 44420	ALBUQUERQUE DIVISION
148370	GENUINE NAPA	57.60	HYD HOSE FITTINGS UNIT 8992.16	BELEN DIVISION
148371	HILL, NICOLE	315.00	2023 EWLP 1ST PAYMENT	ACCOUNTING RE-ISSUE
148372	HUNTER BOWER LUMBER	1,006.56	REDIMIX CONCRETE ORDER	INVENTORY
148373	LUNA, RICHARD	840.00	2023 EWLP 1ST PAYMENT	ACCOUNTING RE-ISSUE
148374	MATHESON TRI-GAS INC	34.48	MAY23 - TANK RENTAL	ACCOUNTING RE-ISSUE
		117.15	MIG WIRE PURCHASE	ACCOUNTING RE-ISSUE
148375	NAPA AUTO PARTS	115.28	MISC. PARTS UNIT 43446	ALBUQUERQUE DIVISION
		14.78	MISC. PARTS UNIT 43446	COCHITI DIVISION
		30.32	MISC. PARTS UNIT 43446	EQUIP REPAIR & TRANSPORTATION
148376	NEW MEXICO GAS CO	31.65	022638203-0301840-0 AUG23	NON DIVISION
		29.32	023488000-0308786-0 AUG23	ALBUQUERQUE DIVISION
		45.79	064166213-0665790-9 AUG23	EQUIP REPAIR & TRANSPORTATION
148377	POWER FORD	47.73	A/C LINE UNIT 53423	ALBUQUERQUE DIVISION
148378	RELEVANT INDUSTRIAL	214.86	COUPLERS UNIT 8992.16	BELEN DIVISION
148379	ROBERTS TRUCK CENTER	290.20	HINGES UNIT 64413	SOCORRO DIVISION
148380	SICHLER, CHRIS	95.00	NFWF STIPENDS FOR CAC MEMBERS	ACCOUNTING RE-ISSUE
148381	SOUTHERN TIRE MART	851.34	TIRES UNIT 44415	ALBUQUERQUE DIVISION
148382	SOUTHWEST CONSTRUCTION	238.31	CUTTING EDGE & HARDWARE UNIT 47312	ALBUQUERQUE DIVISION
148383	TAFOYA, MARK A	600.93	SEPT23- RETIREE	HUMAN RESOURCES
148384	THE PRINTERS PRESS	243.00	WALK AROUND FORMS	NON DIVISION
		301.00	WORK ORDER FORMS	NON DIVISION
148385	TRACTOR & EQUIPMENT	616.56	TIGER BLADES AND HARDWARE	INVENTORY
148386	WAGNER EQUIPMENT CO.	348.23	CAP, BELT, BOLTS, & NUTS UNIT 57308	BELEN DIVISION
		21.04	DRIVER UNIT 47205	ALBUQUERQUE DIVISION
148387	COPPOLA SUPPLY, INC.	58.46	OIL ABSORBENT PADS	ACCOUNTING RE-ISSUE
148388	ADVANCE AUTO PARTS	59.85	TURN SIGNAL SWITCH UNIT 63445	SOCORRO DIVISION
148389	AMAZON CAPITAL	934.95	BATTERY BACK UP	INFORMATION SYS
148390	ANM, INC.	2,326.38	CISCO NETWORK EQUIPMENT	GENERAL FUND
		9,461.33	CISCO NETWORK EQUIPMENT	INFORMATION SYS
148391	BOOT BARN	300.00	FY24 - BOOT VOUCHERS	ALBUQUERQUE DIVISION
		150.00	FY24 - BOOT VOUCHERS	BELEN DIVISION
		150.00	FY24 - BOOT VOUCHERS	EQUIP REPAIR & TRANSPORTATION
148392	CENTURY EQUIPMENT	209.70	MOMENTARY SWITCHES UNIT 47018	ALBUQUERQUE DIVISION
148393	CONSTRUCTION RENTAL	23.74	DEFLECTOR UNIT 6627.97	COCHITI DIVISION
148394	GEORGINA MITCH	175.00	REIMBURSEMENT FOR DRONE CERTIFICATE	ENGINEERING & MAPPING
148395	GPS, LLC	80.77	NEW TIRES ON UNIT 80017	WATER DISTRIBUTION DIV
148396	KORN FERRY HAY GROUP	4,907.70	THROUGH JUN23- ACTUARIAL FOR GASB 75 CONTRACT	ACCOUNTING
148397	MESA OIL, INC	69.84	FY24 FLEET PRODUCT DISPOSAL	EQUIP REPAIR & TRANSPORTATION
148398	MT PRIVATE UTILITY	266.56	LINE LOCATING	BELEN DIVISION
148399	O'REILLY AUTO PARTS	164.85	ATF UNIT 43446	ALBUQUERQUE DIVISION
		10.12	MISC PARTS UNIT 63437	SOCORRO DIVISION
148400	PNM	239.91	022089701-0297049-6 AUG23	EQUIP REPAIR & TRANSPORTATION
		2,307.28	022638203-0301840-0 AUG23	GENERAL OFFICE
		4,395.33	023488000-0308786-0 JUN,JUL&AU	ALBUQUERQUE DIVISION
		10.27	023488000-1253871-3 AUG23	ALBUQUERQUE DIVISION
		57.38	032302200-0382043-5 AUG23	ALBUQUERQUE DIVISION

Check Number	Vendor Name	Check Amount	Description	Location
		46.85	050387501-0536103-4 AUG23	BELEN DIVISION
148401	PURCELL TIRE COMPANY	53.50	MOUNT/DISMOUNT UNIT 47018	ALBUQUERQUE DIVISION
		1,928.95	TIRE/SERVICE CALL UNIT 47205	ALBUQUERQUE DIVISION
		978.06	TIRES UNIT 38418	COCHITI DIVISION
		732.00	TIRES UNIT 80037	WATER DISTRIBUTION DIV
148402	SOCORRO ELECTRIC	131.97	10268009 - AUG23	SOCORRO DIVISION
148403	SOUTHERN TIRE MART	355.00	TIRE UNIT 64602	SOCORRO DIVISION
148404	SWCA	9,334.52	JUN23 - EGG MONITORING - CORRALES SIPHON	NON DIVISION
148405	4 RIVERS EQUIPMENT	80.48	FUEL LINE UNIT 37107	COCHITI DIVISION
148406	ACTION HOSE INC.	47.35	HOSE UNIT 47023	ALBUQUERQUE DIVISION
		95.89	HOSE UNIT 47112	ALBUQUERQUE DIVISION
148407	ADVANCE AUTO PARTS	18.45	HOSE UNIT 47308	ALBUQUERQUE DIVISION
148408	BERNALILLO COUNTY CL	75.00	RELEASE OF LIENS	ACCOUNTING
148409	CHACON, MARK	(200.00)	JUL & AUG23 -RETIREE	GENERAL FUND
		292.66	JUL & AUG23 -RETIREE	HUMAN RESOURCES
148410	CONSTRUCTION RENTAL	3,070.26	4" PUMP	BELEN DIVISION
		2,478.75	4500 WATT GENERATOR	BELEN DIVISION
148411	DUNNS-EDWARDS PAINT	320.86	HYDROLOGY PAINT PURCHASE	WATER OPS & CONS
148412	FRESNO VALVES	18,825.00	FLATBACK TURNOUTS	INVENTORY
148413	HI-LINE ELECTRIC CO.	423.00	MISC PARTS UNIT 53809	BELEN DIVISION
148414	MELLOY DODGE CO	67.65	RESISTOR UNIT 44009	EQUIP REPAIR & TRANSPORTATION
148415	NEW MEXICO TRACTOR S	2,223.47	JOHN DEERE FILTER ORDER	INVENTORY
148416	POWER EQUIPMENT	84.35	SERPENTINE BELT UNIT 47308	ALBUQUERQUE DIVISION
148417	ROBERTS TRUCK CENTER	284.80	DIAGNOSE & REPAIR UNIT 44422	ALBUQUERQUE DIVISION
		141.82	TUBE ASSEMBLY UNIT 54422	BELEN DIVISION
148418	SOUTHERN TIRE MART	4,586.78	TIRE ORDER	INVENTORY
		173.75	TIRE UNIT 80032	WATER DISTRIBUTION DIV
		1,296.00	TIRES UNIT 65104	SOCORRO DIVISION
148419	TECHNOLOGY INTEGRATION	4,725.26	FY24- SOPHOS RENEWAL	INFORMATION SYS
148420	VALENCIA COUNTY CLERK	50.00	RELEASE OF LIENS	ACCOUNTING
148421	WAGNER EQUIPMENT CO.	21.62	CLIPS UNIT 47112	ALBUQUERQUE DIVISION
148422	ADVANCE AUTO PARTS	249.99	R134 REFRIGERANT	EQUIP REPAIR & TRANSPORTATION
148423	AMAZON CAPITAL	693.51	TABLET - PIO	INFORMATION SYS
		690.91	POWER CORD/ TABLET / TABLET KEYBOARDS	INFORMATION SYS
148424	AMERICAN CLAIMS	10,000.00	POLICY #5NA5CP0000050-00 CLAIM #226000126	NON DIVISION
148425	AUTOMATED ENFORCEMENT	100.00	VIOLATION# 102400001056019 EE 1302 UNIT 80012	GENERAL FUND
148426	BANK OF AMERICA	1.08	AUG23- ZENDESK MONTHLY CHARGE	INFORMATION SYS
		94.70	CCNA 200-301 NETWORK SIMULATOR	INFORMATION SYS
		1,830.00	CENTENNIAL LUNCHEON VENUE RENTAL	NON DIVISION
148427	BOOT BARN	127.49	FY24 - BOOT VOUCHER	COCHITI DIVISION
148428	CELLCO PARTNERSHIP	5,502.67	JUN23 - GPS MONTHLY MAINTENANCE	EQUIP REPAIR & TRANSPORTATION
148429	CENTURY LINK	287.25	575-835-1454 245B AUG23	SOCORRO DIVISION
		2,300.00	SP-159-2022 DAMAGE DEPOSIT REFUND	GENERAL FUND
148430	CHILD SUPPORT ENFORC	1,370.31	GARNISHMENT	GENERAL FUND
148431	CHOICE STEEL COMPANY	234.68	EXPANDED METAL	INVENTORY
148432	CRAIG INDEPENDENT	57.68	TIRE REPAIR UNIT 53426	BELEN DIVISION
		148.53	MOUNTED NEW TIRES UNIT 53440	BELEN DIVISION
		20.60	TIRE REPAIR UNIT 80026	WATER DISTRIBUTION DIV
148433	DESERT GREENS EQUIP	676.06	BLOWERS, GASKETS, & CYLINDERS UNIT 67004	SOCORRO DIVISION
148434	GRAINGER	15.44	SHOP SUPPLIES	EQUIP REPAIR & TRANSPORTATION
148435	HEIGHTS SECURITY	275.60	SERVICE CALL	GENERAL OFFICE
148436	IMSCO DIVISION	2,630.10	CABLE SPOOL ORDER	INVENTORY

Check Number	Vendor Name	Check Amount	Description	Location
148437	JIFFY LUBE	32.28	EMISSIONS TEST UNIT 43450	ALBUQUERQUE DIVISION
		31.86	EMISSIONS TEST UNIT 43454	ALBUQUERQUE DIVISION
		32.28	EMISSIONS TEST UNIT 43457	ALBUQUERQUE DIVISION
148438	JOSE M. AGUILAR J.A	292.91	TIRE REPAIR UNIT 57024	BELEN DIVISION
148439	LINDE GAS	242.14	MIG WIRE, OXYGEN & ACETYLENE BOTTLE REFILL	ALBUQUERQUE DIVISION
148440	MCT INDUSTRIES, INC.	725.28	MISC PARTS UNIT 1023.10	BELEN DIVISION
148441	NAPA AUTO PARTS	67.14	MISC PARTS UNIT 73612	EQUIP REPAIR & TRANSPORTATION
		34.41	MISC SHOP SUPPLIES	EQUIP REPAIR & TRANSPORTATION
		18.81	MISC. PARTS UNIT 43459	WATER DISTRIBUTION DIV
		68.08	MISC. PARTS UNIT 47308	ALBUQUERQUE DIVISION
		78.63	MISC. PARTS UNIT 54011	BELEN DIVISION
		214.41	MISC. PARTS UNIT 73432	EQUIP REPAIR & TRANSPORTATION
148442	OCCUPATIONAL HEALTH	229.25	PRE EMPLOYMENT SCREENING	COCHITI DIVISION
148443	OREGON RULE CO.	169.22	GATE TAPE ORDER	WATER OPS & CONS
148444	PARTS AUTHORITY	42.56	BALDWIN FILTERS	INVENTORY
148445	PNM	16.80	015803801-0241242-6 AUG23	ALBUQUERQUE DIVISION
		14.29	090726300-0929774-2 AUG23	ALBUQUERQUE DIVISION
148446	POWER EQUIPMENT	12.75	FREIGHT FOR O-RINGS UNIT 47308	ALBUQUERQUE DIVISION
		56.34	O-RINGS UNIT 47308	ALBUQUERQUE DIVISION
148447	POWER FORD	417.67	COMPUTER PROGRAM-INITIALIZE PSCM UNIT 80000	WATER DISTRIBUTION DIV
		40.63	GASKET UNIT 73612	EQUIP REPAIR & TRANSPORTATION
148448	PRINT EXPRESS	46.00	BUSINESS CARDS	WATER DISTRIBUTION DIV
148449	PURCELL TIRE COMPANY	87.54	TIRES UNIT 37012	COCHITI DIVISION
		87.54	TIRES UNIT 47027	ALBUQUERQUE DIVISION
148450	RELEVANT INDUSTRIAL	18.16	FITTINGS UNIT 47027	ALBUQUERQUE DIVISION
148451	RIO GRANDE AGRICULTU	25,000.00	FY24 ENCUMBRANCE FOR RGLAT	NON DIVISION
148452	ROMERO, ALFRED	362.56	AUG23- RETIREE	HUMAN RESOURCES
148453	SOUTHERN TIRE MART	64.58	WHEEL BALANCE UNIT 73432	EQUIP REPAIR & TRANSPORTATION
148454	SPECIALTY COMMUNICAT	322.88	AUG23 - RADIO REPEATER	NON DIVISION
148455	STAPLES ADVANTAGE	136.23	SUGAR & CREAMER ORDER	GENERAL OFFICE
148456	STATE OF NEW MEXICO	258.21	GARNISHMENT	GENERAL FUND
148457	TECHNOLOGY INTEGRATION	2,138.90	AUG23 - DATTO ANNUAL RENEWAL	INFORMATION SYS
148458	THE PRINTERS PRESS	1,800.00	ENVELOPES	GENERAL OFFICE
148459	ULINE, INC.	1,790.08	CHAIRS	COCHITI DIVISION
148460	VALENCIA COUNTY CLERK	25.00	RELEASE OF LIEN	ACCOUNTING
148461	VALENZUELA YOLANDA	232.00	RODENT MANAGEMENT- SAN JUAN CANAL	BELEN DIVISION
148462	WAKEFIELD & ASSOCIATES	138.39	GARNISHMENT	GENERAL FUND
148463	ACOSTA EQUIPMENT INC	55.48	WELDING SUPPLIES	SOCORRO DIVISION
148464	ACTION HOSE INC.	588.43	HOSE ASSEMBLY	ALBUQUERQUE DIVISION
148465	ALL AMERICAN PUMPING	115.00	AUG23- PORTABLE TOILET RENTAL	SOCORRO DIVISION
148466	BOOT BARN	150.00	FY24 - BOOT VOUCHERS	COCHITI DIVISION
		150.00	FY24 - BOOT VOUCHERS	ALBUQUERQUE DIVISION
		150.00	FY24 - BOOT VOUCHERS	WATER DISTRIBUTION DIV
148467	BRUCKNER TRUCK SALES	27.74	FILTER CARTRIDGE UNIT 44416	ALBUQUERQUE DIVISION
148468	CENTURY EQUIPMENT	317.86	SKID SHOES & HARDWARE UNIT 57026	BELEN DIVISION
148469	CHAPARRAL SURVEYING	3,738.44	BOUNDARY SURVEY	ACCOUNTING
148470	CONSTRUCTION RENTAL	21.37	GASKET SET UNIT 6628.02	ALBUQUERQUE DIVISION
148471	CRAIG INDEPENDENT	20.60	TIRE REPAIR UNIT 80020	WATER DISTRIBUTION DIV
		20.60	TIRE REPAIR UNIT 80002	WATER DISTRIBUTION DIV
		37.10	TIRE REPAIR UNIT 80032	WATER DISTRIBUTION DIV

Check Number	Vendor Name	Check Amount	Description	Location
148472	CRITTERS OIL CHANGE	75.00	OIL CHANGE UNIT 80027	WATER DISTRIBUTION DIV
		75.00	OIL CHANGE UNIT 80026	WATER DISTRIBUTION DIV
		75.00	OIL CHANGE UNIT 80035	WATER DISTRIBUTION DIV
148473	GM PIPE, LLC	10,438.00	CMP PIPE	INVENTORY
		1,335.00	CMP PIPE AND CONNECTING BANDS	INVENTORY
148474	GPS, LLC	108.76	MAINTENANCE-UNIT 63445	SOCORRO DIVISION
		108.76	MAINTENANCE-UNIT 63427	SOCORRO DIVISION
		96.30	MAINTENANCE-UNIT 53457	SOCORRO DIVISION
		96.30	MAINTENANCE-UNIT 63437	SOCORRO DIVISION
148475	HONNEN EQUIPMENT CO	983.53	VALVE ASSEMBLY UNIT 57117	BELEN DIVISION
148476	JIFFY LUBE	32.28	EMISSIONS TEST UNIT 43451	WATER DISTRIBUTION DIV
148477	MCT INDUSTRIES, INC.	169.88	MISC PARTS UNIT 54016	BELEN DIVISION
148478	MELLOY FORD LOS LUNA	257.46	CANNISTER UNIT 54020	BELEN DIVISION
148479	NAPA AUTO PARTS	382.02	AUTOMOTIVE ORDER	INVENTORY
148480	PARTS AUTHORITY	821.45	BALDWIN FILTER ORDER	INVENTORY
148481	PRUDENTIAL OVERALL S	6.94	FY24-UNIFOM RENTAL	COCHITI DIVISION
		50.00	FY24-UNIFOM RENTAL	BELEN DIVISION
		19.72	FY24-UNIFOM RENTAL	EQUIP REPAIR & TRANSPORTATION
148482	RAKS BUILDING SUPPLY	11.78	MISC PARTS UNIT 54016	BELEN DIVISION
		7.08	SHOP SUPPLIES	EQUIP REPAIR & TRANSPORTATION
		19.29	SHOP SUPPLIES NEEDED	SOCORRO DIVISION
		10.17	KEY PURCHASE	WATER OPS & CONS
148483	SOUTHERN TIRE MART	196.12	TIRE REPAIR UNIT 80001	WATER DISTRIBUTION DIV
148484	STAPLES ADVANTAGE	18.77	SUPPLIES	GENERAL OFFICE
		35.98	SD CARDS FOR ENGINEERING/ MAPPING	ENGINEERING & MAPPING
148485	T & T TRAILER SERVICE	129.96	LIGHTS/ LOCK N LUBE GREASE UNIT 4448.040	BELEN DIVISION
		450.00	PINTLE HOOK UNIT 54418	BELEN DIVISION
148486	THOMPSON SAFETY LLC	207.00	SUNSCREEN	INVENTORY
148487	VALENCIA COUNTY CLERK	50.00	RELEASE OF LIENS	ACCOUNTING
148488	WILSON & COMPANY	32,695.04	7/1/23-7/14/23 - BELEN WATERSHED DOCUMENTS	GRANTS FUND NON DIVISION
		952,310.68	TOTAL PAYROLL	
		1,367,407.95	TOTAL CHECKS - GENERAL FUND	
		34,180.04	TOTAL CHECKS - GRANTS FUND	
		63,520.70	TOTAL CHECKS - CAPITAL INVESTEMENT FUND	
		\$ 2,417,419.37	GRAND TOTAL	
Pamela S. Fanelli, CFO		Stephanie Russo Baca, Chair		

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**MINUTES OF THE
2,202nd REGULAR MEETING OF THE
BOARD OF DIRECTORS OF THE
MIDDLE RIO GRANDE CONSERVANCY DISTRICT**

AUGUST 14, 2023 - 3:00 PM

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

DIRECTORS

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

STAFF

Jason Casuga	Chief Engineer/CEO
Lorna Wiggins	General Counsel
Lacy A. Daniel	Rep. for Chief Water Counsel
Pamela Fanelli	Secretary-Treasurer/CFO
Eric Zamora	Chief Operating Officer
Anne Marken	Water Distribution Division Mgr.
Matt Martinez	Water Operations Division Mgr.

11
12 The following names of individuals were interested viewers, callers and/or participants

Chuck McCune	James Sanchez	Glen Selover, Wilson & Co.
Don Simpson	Rudy Perea	Jerry Montaño
Eli Lovato, AES	Josh Gamboa, MRGCD	Rhett Sanders-Spencer, MRGCD
Estella Gamboa, MRGCD	Tarah Jaramillo, MRGCD	John Thompson, MRGCD Lobbyist
Larissa Gordon	Neal Hurley	Anthony Wagner
Lauren Hewitt, Utton Center	Amanda Molina, MRGCD	Travis Day
Louie Tapia	Christine Nardi, MRGCD	Alicia Lopez, MRGCD
Luke Smith, Wilson & Co.	Casey Ish, MRGCD	John Fleck
Michael Lundmark	Jerome Cordova	Carol Benavidez
Patricia Tapia	Judy McSweeney, MRGCD	Ashley Veihl, MRGCD
Ray Hartwell	Richard DeLoia, MRGCD	Gerald Latham
Santiago Maestas, SVRAA	Tony Tafoya	Darrick Chavez
Wes Shrader	Troy Richardson	Cindy Todd

13
14 **AGENDA ITEM NO. 1 – PLEDGE OF ALLEGIANCE**

15
16 Louie Tapia led the Pledge of Allegiance at today's meeting.

17
18 Madam Chair Russo Baca declared a quorum, and the meeting was publicly noticed.

19
20 **AGENDA ITEM NO. 2 – APPROVAL OF THE AGENDA**

21
22 Vice Chair Dunning added item no. 4(c) on a discussion by the election committee and Madam
23 Chair Russo Baca amended 15(e) as they did not meet after all.

24
25 Vice Chair Dunning made the **MOTION TO APPROVE THE MEETING AGENDA with**
26 **the above changes.** Seconded by Director Kelly. The MOTION CARRIED UNANIMOUSLY.

27
28 **AGENDA ITEM NO. 3 - CONSENT AGENDA**

- 29
30 a. **Consideration/Approval of Payment Ratification - August 14, 2023**
31 b. **Consideration/Approval of July 2023 Invoice for Wiggins, Williams & Wiggins**

- 32 c. **Consideration/Approval of July 2023 Invoice for Law and Resource Planning**
- 33 **Assoc.**
- 34 d. **Consideration/Approval of the Minutes for the Regular Meeting Board Meeting -**
- 35 **July 10, 2023**
- 36 e. **Consideration/Approval of Contract Renewals for MRGCD Legal Counsel and**
- 37 **Approval of the Contract for Year Four of a Four-Year Agreement**
- 38 1. **Wiggins, Williams and Wiggins, PC, General Counsel**
- 39 2. **Law and Resource Planning Associates, PC, Chief Water Counsel**
- 40 f. **Memo on MRGCD Approved Licenses for July 2023 (For informational Purposes**
- 41 **Only)**

42
43 Director Kelly asked a question regarding the maintenance of a junction box with
44 Compass Engineering within the Arenal Main Canal. Jason Casuga said he would address that
45 with Mr. Zamora and his team and get a written response for him.

46
47 Vice Chair Dunning made the **MOTION TO APPROVE THE CONSENT AGENDA.**
48 Seconded by Director Joaquin Baca. The **MOTION CARRIED UNANIMOUSLY.**

49
50 **AGENDA ITEM NO. 4 - Report(s) from the Election Director - Eli Lovato, Automated**
51 **Election Services**

52
53 **a. Announcement of Certified Candidates**

54
55 Mr. Lovato announced all certified candidates for the available positions for the upcoming
56 election with their names appearing on the ballot as it appears on their declaration of
57 candidacy and in the order drawn.

<p>POSITION NO. 1 – AT LARGE</p> <p>STEPHANIE A. RUSSO BACA</p> <p>JEROME CORDOVA</p>
<p>POSITION NO. 2 – BERNALILLO COUNTY</p> <p>JOHN P. KELLY</p>
<p>POSITION NO. 5 – VALENCIA COUNTY</p> <p>CAROL BENAVIDEZ</p> <p>KIRSTEN COUEVAS</p> <p>BRIAN JIRON</p>

58
59 He said no persons had filed the necessary paperwork to become a write-in candidate for
60 the 2023 election and there would be no write in line in any District on the 2023 ballot.

61
62 **b. Update on the 2023 Polling Locations**

63
64 Mr. Lovato stated they were still waiting on the polling location within Los Ranchos. The
65 suggestion for Los Ranchos Villa as a possible site for both early voting and election day
66 was addressed with the committee. Mr. Casuga has placed a phone call with Bernalillo
67 County. They were awaiting response for approval regarding their request.

68
69

70 **c. Discussion of Resolution Regarding Replacement of a Member of the Board of**
 71 **Directors Upon a Vacancy**
 72

73 Vice Chair Dunning discussed a resolution that the election committee directed MRGCD
 74 legal counsel to come up with on having a replacement policy for if a board member
 75 resigned or passed away while in office. She stated there's no vacancy but wanted a policy
 76 in place for the future which would be voted on at the September meeting. She
 77 remembered three instances where a board member had to be replaced. In one, although
 78 she wasn't a board member at the time, she read in the minutes that there was nothing in
 79 place. It will give the public a chance to nominate themselves. A person doesn't have to
 80 know a Board member to nominate them. The District will let the public know, and if people
 81 wish to apply, they can. There will be a form with information they need to give. There's also
 82 information on what to do if there's a tie.
 83

84 Director Kelly stated they needed to add a provision for the failure of any elected director to
 85 qualify to serve on the board. Lorna Wiggins stated that is mindful of the court ruling that
 86 someone may not be eligible to take the oath of office on the day they declare their
 87 candidacy, but by the time they're elected and actually here in this room, they might be
 88 eligible. That requires us to acknowledge that it may be, for example, if their civil rights are
 89 restored, they were not qualified at the time of their initial interest or declaration of
 90 candidacy, but they are in fact eligible to take the oath on that day.
 91

92 Director Kelly asked to send the board members a copy of the form used by the Governors
 93 Board of Commissions for appointments to review before they took action. He also asked
 94 about breaking a tie. Ms. Wiggins answered the way state law reads, that it was up to the
 95 Board using a game of chance depending on the interests of the Board, you could either
 96 draw from a hat or coin toss. She said this is recognized in litigation that has followed a tie
 97 vote where the Supreme Court said yes. She felt either one of those mechanisms is
 98 appropriate.
 99

100 **AGENDA ITEM NO. 5 - ITEMS FROM THE FLOOR (Comments are limited to six (6)**
 101 **minutes)**
 102

103 **Michael Lundmark**
 104

105 Mr. Lundmark, a Los Chavez farmer, expressed some concerns he had with the as needed
 106 process. He thanked everyone delivering water for doing the best job they could. He said he
 107 was doing more damage to his crops than productivity by having to over-irrigate. He suggested
 108 to get to a culture like other irrigation districts around the country by getting applications per
 109 acre and MRGCD tells the farmer when they need it.
 110

111 **Rudy Perea**
 112

113 Mr. Perea, from Corrales, asked if the grant would apply to the water siphon and asked if that
 114 was why it was delayed. He stated the electric pumps were better than gas, but it took water to
 115 make electricity, which made them use more water.
 116

117 **Jerry Montañó**
 118

119 Mr. Montañó, from Bosque, stated Feeder 3 was their main water source to irrigate and they
 120 were not getting any water. He said they also did not get enough from the arroyo. He stated

121 they needed more water in the High Line to come down to Feeder 3. Mr. Montaña expressed
122 that it usually would take him six hours to irrigate normally, but it took him over 15 hours.

123

124 **Santiago Maestas**

125

126 Mr. Maestas, representing the South Valley Regional Association of Acequias, said he's
127 participated in the Conservation Advisory Committee for the last two years. He stated they
128 wanted to make improvements to the Peralta Acequia. He said it took a long time to irrigate
129 their fields. He's requested more information about long crested weirs and how much it would
130 cost and how they could get one. He mentioned that Senator Padilla and Representative
131 Andrés Romero expressed desire to provide capital outlay funding and he wanted to proceed
132 with getting funding for engineering designs on a long crested weir irrigation delivery project on
133 the Peralta Acequia.

134

135 **Louie Tapia**

136

137 Mr. Tapia is a resident in the south valley and a small farm irrigator on the Peralta Acequia. He
138 stated he really felt that if the Conservancy would get a long crested weir it would solve the
139 problems and give everyone the same amount of water. He also noted that he did not believe he
140 would be able to plant his permanent pasture in the fall.

141

142 **Chuck McCune**

143

144 Mr. McCune is the president of the Don Andres Neighborhood Association, and he presented two
145 certificates to recognize the ongoing contribution of the well-being of their neighborhood by
146 MRGCD and specifically their ISO, Donald Montoya. Mr. Montoya was not present at today's
147 meeting.

148

149 **Tony Tafoya**

150

151 Mr. Tafoya thanked the Board, staff, and the Corrales ISO, Bobby Wagner, for their hard work on
152 the Corrales pumping situation.

153

154 **AGENDA ITEM NO. 6 - REPORT(S) FROM THE HUMAN RESOURCES DEPARTMENT -**

155 **Christine L. Nardi, MBA**

156

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

158

159 Ms. Nardi announced MRGCD new hires and title changes. She stated the vacancy rate
160 was 8.7%.

161

162 Josh Gamboa, the new controller, gave a brief background. Amanda Molina, the new
163 Public Information Officer, also gave an introduction.

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

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AGENDA ITEM NO. 7 - REPORT(S) FROM THE PROCUREMENT OFFICER - Richard DeLoia, CPO

a. Consideration/Approval for the following

1. Langemann Gate Order for Story Wasteway Project

Mr. DeLoia presented the purchase of two Langemann Gates for the Story Wasteway OCS Project in Valencia County. He said they were requesting approval from Aqua System 2000 and would be awarded through the MRGCD price agreement contract.

Director Kelly made the **MOTION TO AUTHORIZE THE PURCHASE OF TWO LANGEMANN GATES WITH AQUA SYSTEMS 2000 INC.** Seconded by Madam Chair Russo Baca. The **MOTION CARRIED UNANIMOUSLY.**

2. Corrales Siphon Design Agreement

Mr. DeLoia presented approval for the design phase task order for the Corrales Siphon Project. He said they recommended award to Wilson & Company and would be awarded through their MRGCD on-call contracts.

Director Kelly stated he reviewed this and felt the project needed to have a subconsultant and Lithos Engineering’s scope complimented what Wilson & Company was doing. He added that it is specialty work and to keep in mind that they’re going with this Board to restore gravity operation of that siphon to get away from diesel pumps and electric pumps; also to restore the point of diversion off the rio grande which is at the Angostura Diversion Dam. Corrales will have the same diversion point as everyone in the Albuquerque Division which he felt to be extremely important.

Jason Casuga added what makes this project unique besides doing much work underground, there is significant infrastructure issues on the east side that require coordination with both the gas company and land discussions with the Pueblo of Sandia for construction purposes as well.

200 Director Kelly made the **MOTION TO APPROVE THE CONTRACT WITH**
 201 **WILSON & COMPANY.** Seconded by Director Barbara Baca. The **MOTION CARRIED**
 202 **UNANIMOUSLY.**

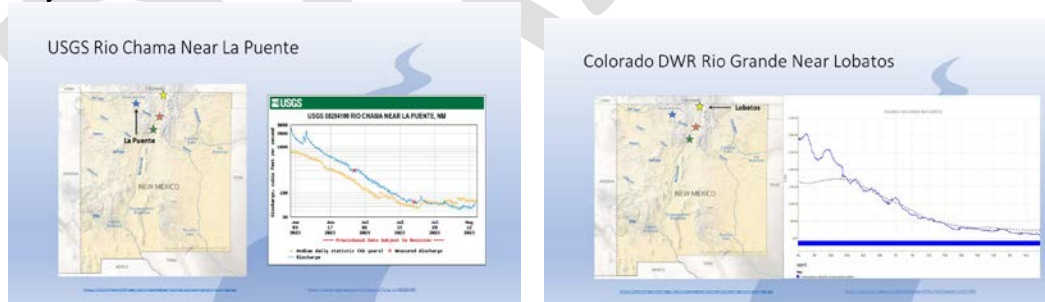
203
 204 **AGENDA ITEM NO. 8 – UPDATE ON THE 2023 IRRIGATION SEASON**

205
 206 **a. Report on the Water Supply Conditions – Anne Marken, Water Ops Division**
 207 **Manager**

208
 209 Ms. Marken reported conditions have changed drastically since the last Board meeting.
 210 At the last meeting, the Rio Grande was coming off an above-average spring runoff and
 211 a cooler than average May and June. She was optimistic if the Rio Grande experienced
 212 some rain inflows, the MRGCD could hold off releasing from storage until mid-August
 213 and continue meeting crop demand for irrigators through the rest of irrigation season
 214 with the available supplies. However, as we have all experienced, July turned out to be
 215 incredibly hot and dry. For example, the average high in Albuquerque for July this year
 216 was 99°F and this number is normally 91.2. Albuquerque only received a trace amount
 217 of precipitation in the month of July, but normally receives 1.64 inches.

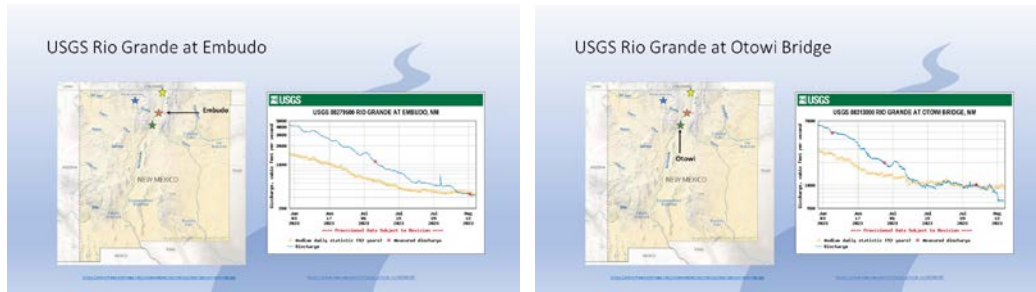
218
 219 These conditions resulted in MRGCD releasing from storage on July 17th, about a
 220 month earlier than anticipated and at a rate higher than it was expected. She defined
 221 the types of water in the basin: native Rio Grande water is water that originates within
 222 the Rio Grande Basin and is subject to the Rio Grande Compact. The San Juan Chama
 223 Water, which is imported from the San Juan River Basin to the Rio Grande Basin
 224 through the Bureau of Reclamation San Juan Chama Project. San Juana Chama Water
 225 is not subject to the Rio Grande compact.

226
 227 The first hydrograph is the La Puente Gauge, which measures native Rio Grande inflows
 228 above the reservoirs on the Rio Chama. Today it's reporting about 60 cubic feet per
 229 second or CFS, today. You can see flows of this gauge have come down drastically
 230 since the beginning of June but have remained surprisingly stable since the middle of
 231 July.



232
 233
 234 The next gauge shared was the Lobato's Gauge on the Rio Grande at the Colorado
 235 State Line. Ms. Marken reported that day, this gauge measured 90 cubic feet per
 236 second of native water, which is down from about 500 cubic feet per second in the
 237 middle of July.

238
 239 The next gauge is the Embudo Gauge on the Rio Grande, which measures the amount
 240 of native Rio Grande water that the main stem of the Rio Grande is producing above its
 241 confluence with the Rio Chama. In the middle of July, this gauge was measuring around
 242 800 CFS and today that number is 330 CFS.



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The final hydrograph shared was the Otowi Gauge, which measures all the inflows in the Rio Grande upstream of Cochiti Reservoir. This gauge measures native Rio Grande inflows and San Juan Chama water released from storage by the MRGCD, ABCWUA, and Reclamation. Today, Otowi is reporting 630 cubic feet per second, which is down from about 1,000 cubic feet per second in the middle of July. Of the 630 cubic feet per second at Otowi today, 255 is San Juan Chama water. Without San Juan Chama Water, the Otowi Gauge would be reporting much closer to 375 cubic feet per second and less than that would be likely entering the middle valley below Cochiti.

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Ms. Marken then reported the only storage water available to the MRGCD in 2023 was San Juan Chama water. This was due to construction on the El Vado Reservoir which has prevented the MRGCD from storing native Rio groundwater this year as El Vado is the only facility where MRGCD is currently allowed to store native water. MRGCD received a full San Juan Chama allocation for 2023, which was 20,900 acre feet. MRGCD began releasing its San Juan Chama water on July 17th, and today MRGCD has less than 4,000 acre feet left of San Juan Chama Water in storage. She stated if we do not see river inflows from rainstorms, we could be out of San Juan Chama Water before next week. Once MRGCD is out of San Juan Chama Water, the only water available to deliver to irrigators will be what the Rio Grande is naturally producing, which could be about 300 cubic feet per second. If native Rio Grande inflows to the Middle Rio Grande are as low as 300 cubic feet per second, this will mean that most of the available flows will be delivered to prior and paramount lands to satisfy their crop demand and any remaining flows will be all that is available to non-pueblo irrigators. BIA is calculating a crop demand on prior and paramount lands is about 200 cubic feet per second today, which would leave a small amount of water to be distributed among the non-prior and paramount lands once MRGCD is out of San Juan Chama water. If native inflows go below what BIA is calling prior and paramount demand, then BIA can call for releases from the 14,000 acre feet of stored water and Abiquiu for delivery to prior and paramount land. She stated that's water that was stored specifically for the prior and paramount lands. At that point, if they're releasing from that P&P storage, non-Pueblo irrigators upstream of the pueblos will be unable to receive irrigation deliveries unless we see some inflows from rain.

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New Mexico's Rio Grande Compact Debt at the end of 2022 was 93,000 acre feet. Compact deliveries are tracked all year but only calculated at the end of the calendar year. She stated the current compact is 93,000 acre feet. She hesitated to guess where she believes the compact debt will be at the end of 2023 because there is 120,000 acre feet of water stored in Abiquiu that was stored during flood operations and it will have to be moved down to Elephant Butte at the end of irrigation season. She hesitated to hazard where we think we might end up there.

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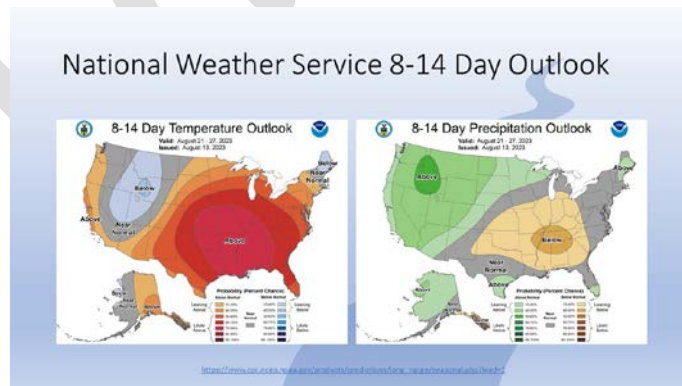
She pointed out that this year is a perfect example of why storage of native Rio Grande Water is so important to the Middle Valley irrigators. The Rio Grande had an above

288 average runoff this spring. We were talking about flooding conditions, very concerned
 289 about the levees. And here we are in the middle of August talking about running out of
 290 stored water and potentially reaching that prior and paramount threshold. New Mexico
 291 having a Rio Grande compact debt puts restrictions on MRGCDs ability to store native
 292 water, and the District thinks it's really important to be mindful of that Rio Grande
 293 compact debt moving forward, when El Vado is available to us, we're not constrained by
 294 the Rio Grande compact restrictions.

295
 296 She informed the Board that an agreement with the MRGCD, the Bureau of
 297 Reclamation, and the Albuquerque Bernalillo County Water Utility Authority was entered
 298 into in July. And that was about the time MRGCD was beginning to contemplate making
 299 releases of the San Juan Chama water from storage. Reclamation mentioned at the last
 300 Board meeting that they were having problems moving water through El Vado Reservoir
 301 due to debris clogging up the outlet works on the dam. The majority of both Bureau of
 302 Reclamation's and MRGCD's San Juan Chama water was in storage in Heron, which
 303 means that water had to travel through El Vado to get down to the Middle Valley. So,
 304 this agreement, what it did is it allowed the MRGCD and the Bureau of Reclamation to
 305 swap water that the Albuquerque Bernalillo County Water Utility Authority already had
 306 downstream of El Vado in Abiquiu, and so we've been operating under that swap since
 307 we started making releases from San Juan Chama water. Since the agreement was put
 308 into place, the Bureau of Reclamation has managed to remove the bulk of the debris
 309 from El Vado outlet works and is now able to consistently move 500 cubic feet per
 310 second through the dam. She updated the Board that there was a swift action between
 311 all these managing agencies to prevent any interruptions and releases from San Juan
 312 Chama water from the BOR and MRGCD.

313
 314 Mr. Casuga stated when they run out of San Juan Chama water and get down to 300
 315 CFS and tribal demand of 200±, they would have to leave native water around 80-90
 316 CFS to try to distribute equitably for the rest of the valley to the end which will be very
 317 difficult. He also said the pumps would be turned off when the San Juan Chama water
 318 runs out. There will not be enough water in the river to sustain those pumps.

319
 320 Ms. Marken discussed the 8 to 14 day outlook, which showed above average
 321 temperatures and near normal precipitation for the coming two weeks. She stated the
 322 90-day outlook showed above average temperature and likely below average
 323 precipitation.

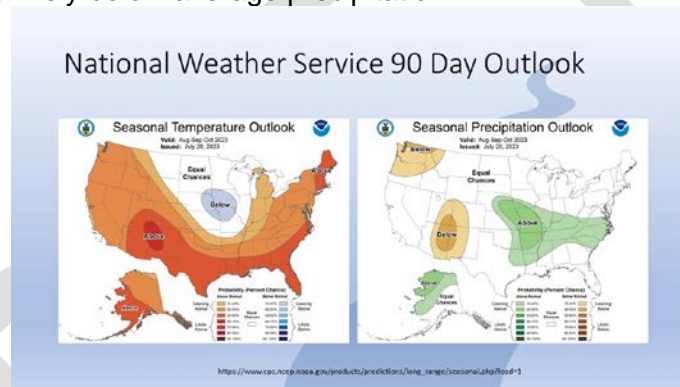


324
 325 The chair asked whether P&P (prior and paramount) lands also have additional water
 326 right of storage. Mr. Casuga said the federal government has a stored volume
 327 calculation that they do to ensure annual delivery to the pueblos. It's not a new right, but
 328 it's a volume of water that is calculated by the federal government that they take out of
 329 the river and store to ensure that prior and paramount lands have the best chance to

330 receive a full irrigation delivery for the whole year. He stated that even being the case,
 331 there are still scenarios in which even that water could be expended in extreme drought
 332 situations that we may be facing. But it is trying to provide the best chance for those
 333 historical tribal lands to be irrigated as they were and have been as senior users on the
 334 river.

335
 336 The chair also asked if P&P water or any tribal water is not part of the Rio Grande
 337 Compact. Mr. Casuga answered that water stored currently in Abiquiu for prior and
 338 paramount is done so outside of the compact, although if it's not used, it's returned to the
 339 compact state to be delivered under the compact rules. He also said if anyone would like
 340 to discuss the caveats associated with how water gets returned from P&P and under
 341 what conditions, he would be happy to do that.

342
 343 Ms. Marken showed the National Weather Service 90 day outlook which showed that
 344 we're likely to experience above average temperatures and right on the cusp of maybe
 345 experiencing some above average precipitation. She expects to experience near normal
 346 precipitation for the coming two weeks. Regarding the 90-day outlook, above average
 347 temperatures and likely below average precipitation.



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

352

353 Mr. Martinez stated the July weather conditions contributed to a higher than normal
 354 irrigation demand. He talked about the rainstorms the previous week causing runoffs
 355 and flash flooding in Albuquerque. He reiterated that after San Juan Chama water ran
 356 out, they would have to depend on mother nature for water and MRGCD water users
 357 should prepare for extreme water shortages and limited irrigation deliveries. Mr. Martinez
 358 said ISOs would provide advanced notice of water availability, and he encouraged water
 359 users to check in with their ISOs often. He spoke about the Corrales Siphon and the
 360 electric pumps. He stated when the water level decreased, it also decreased the ability
 361 for the pumps to run properly. On the left is the flows in May, which showed how high the
 362 river was at the time during spring runoff. On the right, it's dropped about 5 feet which is
 363 from this morning. There's a very good reason for concern as to why MRGCD may not
 364 be able to pump anymore. It is possible that as the next cuts from Cochiti Dam take
 365 place, the water level in the river could drop below the point where the pumps can
 366 operate. In this case, the pumps can no longer provide irrigation deliveries to Corrales
 367 Main Canal irrigators and farmers, but if it does rain and run off restores water levels, the
 368 pumps will be turned back on at a moment's notice.



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He reported the District's received a grant to construct replacement of the Corrales Siphon and that design phase would be starting soon. He thanked the ISOs for all their hard work. Mr. Martinez urged irrigators to keep the uncertainty of rain into consideration when making farming decisions in the fall. He said they would keep diverting and delivering available supply until October 31st.

Mr. Martinez congratulated Donald Montoya who received a well-deserved recognition during Items from the Floor and believed he would make a great supervisor for the division. He stated there were many others who deserve recognition this season and two individuals in particular who have been exceptionally loyal to the MRGCD and the water users: Darrick Chavez and Lawrence Otero. Lawrence (Otero) has been employed for nearly 25 years who underwent a major surgery and has been recovering since. He's making progress and is eager to return. Darrick Chavez has been devoted to MRGCD and his farmers in Bosque Farms. Although he's battling a serious illness he has been helping substitute ISOs from his hospital bed. Mr. Martinez said these two care about the people they serve and are truly good people who are missed.

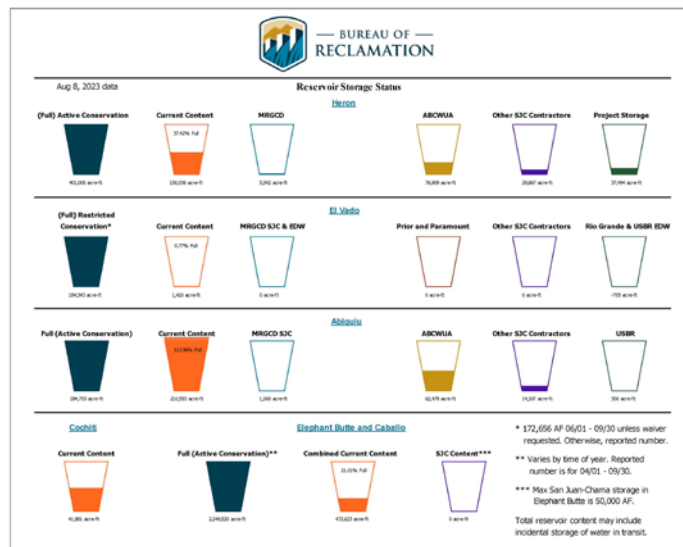
Jason Casuga discussed water delivery through the Belen Highline Canal saying its water originates from the Pueblo of Isleta at the Isleta Diversion Dam. There was a change there, it's typically 2 to 2½ days to move that water from there all the way down to Feeder 3. In that stretch, we have significant urbanization that's gone on. The damage that storm events have done to the highline resulting in those storm events destroying sections of the highline in the City of Belen while also those storm events flooding the communities. And the MRGCD faces a legal conundrum as we continue to defend the ability to use the facility to do its historical purpose while also finding just how do we do that without going into a ton of detail. That exists all the way down to Feeder 3. The highline is called the highline for a reason. It's up high and it is a long way and it's been an artery, it's been doing this irrigation thing for a long time, but the lands around have changed either by development around them and urbanization and yet our largest contiguous fields for agricultural remain south of Belen. He also said that the MRGCD is committing funds this year for a planning project to build a pump station off of the Feeder 3 drain that would be able to renew the supply of water delivery to serve the ditches that you mentioned, the Sabinal, the Jarales and the Garcia Extension, and in many ways act as a new heading. He report that's some of the money that is being used with the new infrastructure money that the Board approved with the one-mill increase. There's about 5,000 acres down there that could benefit from that and the MRGCD has done a project like this before in Socorro County doing the same thing. He wished he could tell you that pump station would be active next year, but it's about a two year process to get there, plus construction. We know that we've got to find a way to move water through our urban areas to our largest acreage, which is typically south of that.

411 Unfortunately, we urbanized up next to our diversions, built homes, built roads, built all
 412 those things around, so we've got to be able to safely move water around those areas to
 413 get to farmland like yours. But this Board has invested in creating infrastructure money
 414 that we can do that. We will be having a meeting with an on-call about developing our
 415 planning document. He just had a conversation that day with the conservation
 416 supervisor about hopefully applying for a \$5 million grant to help construct it and even if
 417 we don't get the grant we will come up with the financing option to get it constructed.
 418 Our goal is to protect and provide irrigation water to those lands and we're going to do
 419 everything we can. He said it's been a struggle and it's going to continue to be in the
 420 short term. We're trying to build the infrastructure to do it. We as a District have enjoyed
 421 a long life of gravity, if you will, allowing gravity to do the work for us, but the pattern of
 422 urbanization is largely going to have to allow us to supplement gravity with strategic
 423 mechanical means to provide a reliable water supply while we have water to farmers.
 424 And with that comes engineering, sometimes cost, electricity obviously, and others. He
 425 wished he had better news and said that they are thinking outside of the box. He said
 426 he's visited irrigation districts that have gone through the same thing and come back
 427 even with their ideas. That it's doable, but the District can't do it overnight.
 428

429 **AGENDA ITEM NO. 9 - REPORT(S) FROM THE OF THE INTERIOR -**
 430

431 **a. Bureau of Reclamation - Jennifer Faler, Area Manager**
 432

433 Ms. Faler sent an email that she could not attend today's meeting. Jason Casuga said
 434 they would be seeking to have Reclamation give an update on El Vado in September.
 435 He stated there was new information and El Vado was moving forward.



436 **b. Bureau of Indian Affairs - Roland Becenti, Acting Designated Engineer**
 437

438 Not present.
 439
 440

441 **AGENDA ITEM NO. 10 - PRESENTATION AND REQUEST FOR SPONSORSHIP FOR THE**
 442 **GREAT NM CHILE TASTE-OFF - Travis Day, Executive Director, NM Chile Association**
 443

444 Travis Day thanked the Board for their support of the New Mexico Chile Taste-Off. He said they
 445 had a great turnout at the last event even though it rained. He announced the next one would
 446 be October 7, 2023, in Socorro, NM. He asked the District to consider sponsoring once again.

447
448 Vice Chair Dunning suggested advertising to get Balloon Fiesta participants to attend the Chile
449 Taste-off. Mr. Day stated that was the reasoning for the date. Ms. Molina felt that there's ways
450 to cross promote efforts.

451
452 The chair said the Board didn't need an approval as Ms. Fanelli confirmed there's budget and
453 directed Mr. Day to invoice the District.

454
455 **AGENDA ITEM NO. 11 - REPORT(S) FROM THE SECRETARY-TREASURER/CFO - Pam**
456 **Fanelli, CMA, CGFM**

457
458 **a. Discussion/Approval for Water Trust Board Application for Socorro Lining Project**
459 **1. Resolution M-08-14-23-201**

460
461 Ms. Fanelli stated the District would like to apply for another Water Trust Board
462 grant/loan for phase 2 of the Socorro lining project. The amount of the financial
463 assistance requested is \$10 million with the District pledging a 20% local match of 2
464 million. The actual expenditure would be incorporated into our fiscal 2025 budget and
465 the estimated amount of the loan would be approximately a million.

466
467 Vice Chair questioned the phase. Mr. Casuga added as part of this original planning
468 document and design, they actually expected to build more miles than the amount of
469 money that we have is going to go. He did not expect a ton of money to be spent on
470 the design work in the next phase, but mostly toward construction work.

471
472 Chair Russo Baca made the **MOTION TO APPROVE RESOLUTION M-08-14-23-201.**
473 **Seconded by Vice Chair Dunning. The MOTION CARRIED UNANIMOUSLY.**

474
475 **b. Notification of the 2023 MRGCD Water Service Charge Reclassification (Protest)**
476 **Hearing per NMSA 73-18-8.1; hearing scheduled for September 11, 2023.**

477
478 Ms. Estella Gamboa gave notification of the 2023 MRGCD Water Classification Hearing
479 scheduled for September 11, 2023.

480
481 **AGENDA ITEM NO. 12 - REPORT(S) FROM THE CHIEF OPERATING OFFICER - Eric**
482 **Zamora, PE**

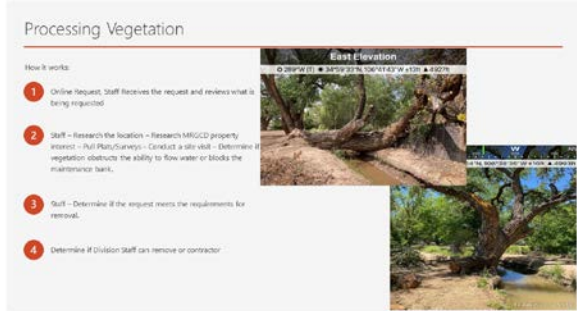
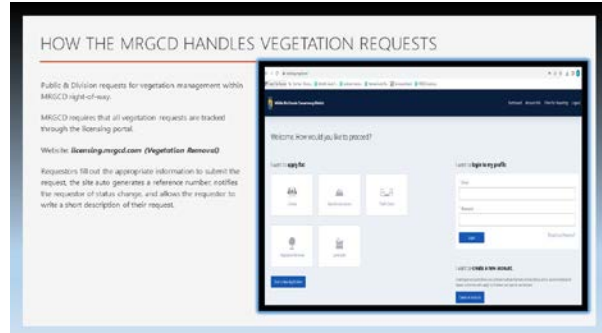
483
484 **a. Update from the Division Offices**

485
486 Mr. Zamora reported for the first half of the irrigation season, the divisions spent a
487 significant amount of time doing levee repairs and other items of work beyond the scope
488 of their normal duties. He said because of the lowering water levels, they were catching
489 up on their mowing operations.

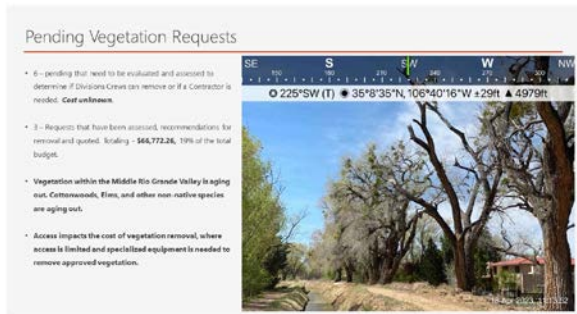
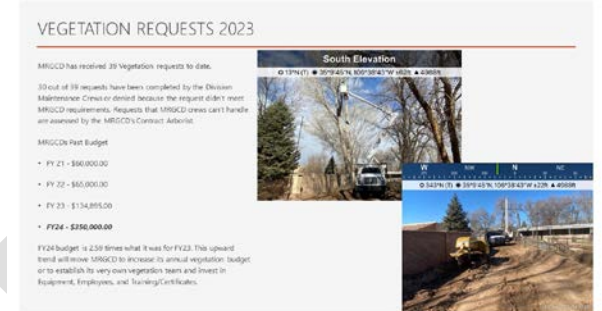
490
491 He discussed the vegetation management issue and explained the online portal for the
492 public to use to submit any concerns with vegetation. Mr. Zamora said they had 39
493 vegetation removal requests so far and were seeing an uptick in requests. He said they
494 could see 2½ times the budget for 2023. He said issues that have affected the budget
495 was ownership, access and not being able to get equipment in places. He stated they
496 were assessing if it would be viable to have a tree removal crew and were pricing
497 equipment. Mr. Zamora added they were having significant issues and struggles of
498 removing full grown cottonwoods in the valley.



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Vice Chair Dunning asked about the portal and when to use it regarding down branches, etc. She also asked if they considered mistletoe removal to help save trees. Mr. Casuga stated they could look into the mistletoe. He believed mobilizing a crew for a bucket truck for situational cutting off of something is actually in many instances more expensive than the removal itself.

520

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523

Director Kelly suggested taking a risk-based approach in their effort to tell if the trees would fall on any structures or fields. He said he likes the idea of our guys running chainsaws with both feet on the ground and leave the tree climbing to the experts. Jason Casuga stated they have on-call arborist with tree removal services.

Director Barbara Baca said she's glad Ms. Molina will be looking at what we do to message what we're doing out there. They had talked about creating something that educated people and talked about risks. Mr. Casuga agreed that what would be interesting is to track the data.

Mr. Zamora gave an update, NMDOT was under construction, replacing the pipe under New Mexico Highway 6 in Los Lunas. He said they were utilizing a 72-inch reinforced concrete pipe. He noted the Peralta Riverside Drain to Feeder 3 allowed the construction to take place but was not getting water down on the heading of the San

524 Juan Main. He said they discussed the issue and Mr. Ish suggested looking at moving
 525 the bypass pumps upstream. Mr. Zamora said they would be doing some metering to
 526 see what type of flows were in the drain to see if it was worth the effort.
 527

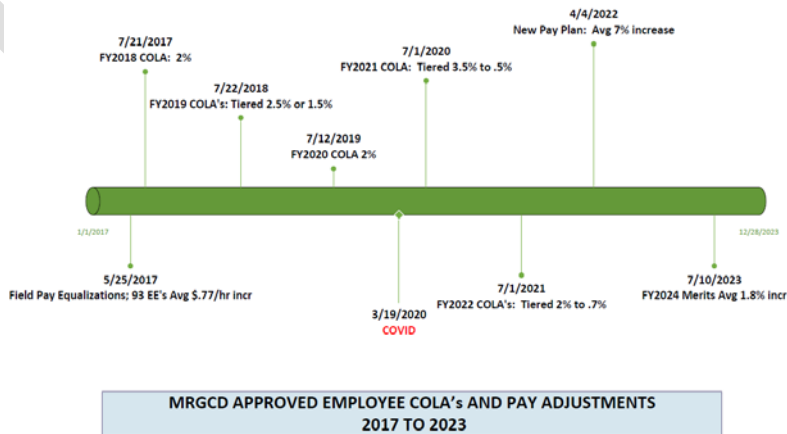


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 529
 530 Vice Chair Dunning made the **MOTION TO APPROVE MEMORANDUM OF**
 531 **AGREEMENT**. Seconded by Director Michael T. Sandoval. The MOTION CARRIED
 532 UNANIMOUSLY.
 533

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

535
 536 **a. Information Update to the MRGCD Divisions - Jason M. Casuga, CE/CEO**

537
 538 Mr. Casuga said in the middle of July pay increases for performance hit and brought
 539 frustration from the staff on why they were not as significant as COLAs in the past.
 540 However, he said they did a poor job of talking about it. He said they had planned for
 541 employee wages to increase by 9% at a minimum over 5 years. He added there were
 542 two organizations that paid slightly more than MRGCD, but that the District did unique
 543 things from both a health insurance and social security standpoint. He believed the
 544 District is competitive on average but is really good to long-term employees. He
 545 mentioned he, Ms. Molina and senior staff will be going to the divisions with
 546 informational updates especially on policy changes and other matters. Mr. Casuga
 547 stated he would be proposing a communication style to add to his own performance plan
 548 going forward and how the Board should evaluate him in terms of communication.



549
 550 **b. Report on the USACE/MRGCD Levee Coordination Meeting, August 7, 2023 -**
 551 **Jason M. Casuga, CE/CEO**
 552

553 Mr. Casuga said they had their kickoff meeting for the phase one of Bernalillo to Belen
 554 Levee with the Corps. He said he had a long history of working with the Corps, but the
 555 MRGCD team was learning. He felt the end goal in this first phase is to learn about each
 556 other, learn what we do well, learn the process, and then begin to pick up steam as we
 557 go through, further and further phases. He stated the biggest danger to the process was
 558 lining up the state and federal funding because it was unpredictable what Congress
 559 would do.

560
 561 Director Kelly requested he share a list of attendees with the Board. Mr. Casuga stated
 562 they could.

563
 564 **c. Report on the Planning of the Conservancy Act Centennial, August 7, 2023 - Jason**
 565 **M. Casuga, CE/CEO**

566
 567 Mr. Casuga stated September 28th was the date for their luncheon to celebrate the
 568 legislature passing the Conservancy Act. He announced John Fleck would be their
 569 keynote speaker. Mr. Fleck has been doing research on what the valley was going
 570 through. Mr. Casuga said he hoped to eliminate some urban legends of what led to the
 571 Conservancy Act being passed. He also thanked Doug (Strech), Casey (Ish), and
 572 Yasmeen (Najmi) for all their help.

573
 574 **d. Report on the Six Middle Rio Grande Pueblo Coalition Meeting, August 10, 2023 -**
 575 **Jason M. Casuga, CE/CEO**

576
 577 Mr. Casuga said they got positive feedback with some of the changes that Mr. Zamora
 578 implemented on changing in boundaries and the improvement of operations and
 579 maintenance and O&M in general. He said they discussed the ongoing negotiation with
 580 BIA and O&M. He said they would handle the Centennial for the Conservancy Act and
 581 Centennial for the actual birthday of the District differently. He said there were cultural
 582 impacts that have gone through the valley since the Conservancy Act was passed and
 583 because the MRGCD exists, and they needed to approach it with that in mind.

584
 585 **e. Report on the BIA Agreement Discussion, July 31, 2023 - Jason M. Casuga,**
 586 **CE/CEO**

587
 588 Mr. Casuga said he felt they were close. He said they went through a substantial portion
 589 of the document and were awaiting the final version from BIA. He stated he still believed
 590 it should be reviewed by the finance committee. He said he was hoping to bring the
 591 contract to the Board for approval in September. Mr. Casuga mentioned they received a
 592 report during the negotiation process that the number they proposed was accepted.

593
 594 Vice Chair Dunning asked if it was a regular occurrence having unspent funds and be
 595 eligible to get more. Mr. Casuga stated it was a common federal practice to have
 596 unspent money in his experience.

597
 598 Director Kelly asked about any changes within the agreement. Mr. Casuga stated a
 599 significant change in the budgeting process, to define the BIAs process and to add
 600 language making it required to bring the District into the process that BIA uses to plan for
 601 its funding on a two-year rotating schedule.

602
 603 **f. Thank You Card & Feedback from Oasis Albuquerque - Jason M. Casuga, CE/CEO**
 604

605 Mr. Casuga felt that the good things aren't spoken of often and thanked Lorna Wiggins
 606 for her help. He said Oasis was an organization for retirees that produced many things
 607 but one of those are seminars on topics of interest. He said the seminars on the Rio
 608 Grande were really good and very productive.

609
 610 Madam Chair Russo Baca asked how many were in attendance. Lorna Wiggins
 611 answered about 90 and said they sold out the first time, so they asked for a second. She
 612 said the feedback was positive and Oasis was happy with the results. It's a paid event, to
 613 which she and Mr. Casuga donated their honorarium, which is \$100 a speaker back to
 614 the nonprofit in Albuquerque which is also a national organization. They have three-
 615 pronged approach to healthy aging. And one is intellectual stimulation, one just the
 616 physical health, and the other is really being a vital part of the community through
 617 volunteerism, and that's a tutoring program, intergenerational.

618
 619 **g. Upcoming Events**

- 620 1. **NM Water Law Conference, Santa Fe, NM - September 18-19, 2023**
- 621 2. **Inaugural Meeting Coalition of Rio Grande Water Users, Hotel Santa Fe -**
 622 **October 3-5, 2023**
- 623 3. **Great NM Chile Taste-Off, City of Socorro Rodeo & Sports Complex -**
 624 **October 7, 2023**
- 625 4. **Latinos Farmers & Ranchers International El Congreso 2023, Isleta Resort**
 626 **& Casino - October 26-28, 2023**
- 627 5. **2023 CRWUA Conference, Paris Las Vegas Hotel - December 13-15, 2023**
- 628 6. **Irrigation Leader Magazine featuring the EBID & MRGCD Tour**

629
 630 **AGENDA ITEM NO. 14 - REPORT(S) FROM THE MRGCD ATTORNEY(S) – Chief Water**
 631 **Counsel or General Counsel**

632
 633 General Counsel reported in Executive Session.

634
 635 **AGENDA ITEM NO. 15 - REPORT(S) FROM THE BOARD**

636
 637 **a. Report on the Valencia County Informational Meeting, July 13, 2023 - Chair Russo**
 638 **Baca and Director Kelly**

639
 640 Director Kelly said it was a well-run meeting with good interaction. He felt Eric (Zamora)
 641 and Tyler (Otero) did well dealing with a potentially angry crowd and it didn't turn out that
 642 way.

643
 644 Madam Chair Russo Baca agreed it was a well-attended meeting and received good,
 645 positive feedback. She said Ms. Marken opened it up for questions right away and that
 646 went really well. She suggested maybe having a sister advisory committee with an
 647 Irrigation Agricultural Advisory Committee on how the CAC (Conservation Advisory
 648 Committee) is run to have a more open discussion in the future.

649
 650 **b. Report on the Valencia County Soil and Water Conservation District, Summer**
 651 **Conservation Camp, July 10, 12 & 14, 2023 - Chair Russo Baca**

652
 653 Madam Chair Russo Baca said the MRGCD sponsored event had 17 kids attend and it
 654 went very well. She said they toured different farms in the area, the Soil & Water
 655 Conservation District and NMSU Campus picked apples and went to her farm to feed
 656 them to her pigs. They learned about regenerative agriculture and rotational grazing.

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c. **Report on the Conservation Advisory Committee Meeting, July 20, 2023 - Chair Russo Baca**

Madam Chair Russo Baca stated they talked about the current hydrology update and deliveries for endangered species, the Story Wasteway OCS update, Story Wasteway Project, and the Belen OCS gate installation update. She stated the gate was installed and telemetry would be installed in July with plans to operate the gate in August.

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**

Madam Chair Russo Baca stated she could send out a link for that presentation. She said it was really on the ISC's plans for the Regional Water Resilience Planning Program put on by the middle Rio Grande water advocates.

e. **Report on the Meeting with Belen Public Works Director Regarding Belen Riverside Park Discussion, August 1, 2023 - Chair Russo Baca**

She stated they did not get to meet with the Belen Public Works director but were trying to reschedule.

Mr. Zamora added that it's Valencia County that's the energy behind this new initiative. Lina Benavidez, the Public Works Director, reached out based on direction from the county manager. He stated their board did have an interest, but it was a matter of pulling the parties together.

f. **Report on NM State University's Agricultural Science Center Field Day, August 8, 2023 - Chair Russo Baca**

Madam Chair Russo Baca said Yasmeen Najmi and Casey Ish both attended. It was a really great field day to see what was going on in the Los Lunas Science Center. She encouraged people to come in future years. And always a great turnout and they have really great door prizes.

g. **Report on the Election Committee Meeting, August 8, 2023 - Vice Chair Dunning and Directors Joaquin Baca and Sandoval**

See discussion in the added item 4(c).

h. **Report on the Finance & Personnel Committee Meeting, August 9, 2023 - Directors Kelly, Dunning, and Barbara Baca**

Director Kelly said their expected deficit would be much less due to some revenues that were underestimated. He said they discussed how to work things with the new 1% mill levy for capital and how it would flow through new accounts and upcoming issues with employee salaries.

Vice Chair Dunning added that going with an investment firm had paid off.

707 Director Barbara Baca asked to hear about the differences. Ms. Fanelli said last year
708 the District realized \$50,000 in interest income and this year they would realize around
709 one million.

710
711 Director Kelly made the **MOTION TO APPROVE ALL THE REPORTS FROM THE**
712 **BOARD AS PRESENTED.** Seconded by Vice Chair Dunning. The **MOTION CARRIED**
713 **UNANIMOUSLY.**

714
715 Director Kelly made the **MOTION TO GO INTO EXECUTIVE SESSION** at 5:37 p.m.
716 Seconded by Vice Chair Dunning. Rollcall vote was administered with all members voting yes.
717 The **MOTION CARRIED.**

718
Director Baca Yes Vice Chair Dunning Yes
Chair Russo Baca Yes Director Kelly Yes
Director Joaquin Baca Yes

719
720 **AGENDA ITEM NO. 16 - EXECUTIVE SESSION**

- 721 a. NMSA 1978 Open Meetings Act, Section 10-15-1(H)2
- 722 1. Limited Personnel Matters
- 723
- 724 b. NMSA 1978 Open Meetings Act, Section 10-15-1(H)7
- 725 1. Threatened or Pending Litigation
- 726

727 Director Kelly made the **MOTION TO GO BACK INTO REGULAR SESSION** at
728 6:21 p.m. Seconded by Director Barbara Baca. Rollcall vote was administered with all members
729 voting yes. The **MOTION CARRIED.**

730
731 With no further comments, questions, or concerns, Madam Chair Russo Baca adjourned the
732 meeting at 6:22 p.m.

733
734 Approved to be the correct Minutes of the Board of Directors of August 14, 2023

735
736 **ATTESTED:**

737
738
739
740
741 _____
742 Pamela Fanelli, CMA, CGFM
Secretary-Treasurer/CFO

737
738
739
740
741 _____
742 Stephanie Russo Baca, Madam Chair
MRGCD Board of Directors



**MEMORANDUM
LICENSING AND LANDS DEPARTMENT**

F.Y.I.

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

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

FROM: Michael Padilla, Right-of-Way Specialist

DATE: September 7, 2023

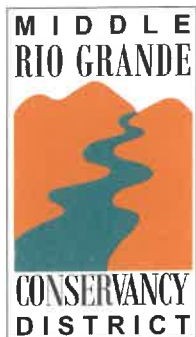
RE: M.R.G.C.D. Executed Licenses for August 2023

1. 009-2023 – Special Use License with AUI. INC to implement the Raw Water Intake Screen System Improvements for the ABCWUA within the Atrisco Feeder right-of-way.
2. 022-2023 – Special Use License with Quanta Infrastructure Solutions Group, LLC. to construct an aerial transmission line crossing through multiple rights-of-way.
3. 095-2023 – License with the Town of Peralta to install and maintain a 72” Ø X 180’ culvert crossing within the Chical Lateral right-of-way.
4. 115-2023_AMD1(087-2023) – Amendment to change the proposed location of a buried utility line within the New Belen Acequia right-of-way.
5. 116-2023_AMD1(088-2023) – Amendment to reinstate an existing license with PNM to install and maintain a buried utility crossing within the Los Lunas Acequia right-of-way.
6. 137-2023 – License with Public Service Company of New Mexico to install and maintain an aerial utility crossing and one 45’ pole within the Sandia Acequia right-of-way.
7. 142-2023 – Special Use License for T&L Masonry LLC, to access the Jaral Lateral No. 1 on the west bank to construct a stem wall within private property.
8. 144-2023 – License with Vexus Fiber to install and maintain an aerial utility parallel to the southern outer 5’ of the Alameda Interior Drain right-of-way.
9. 149-2023 – License with Public Service Company of New Mexico to install and maintain an aerial transmission line across the Belen Highline Canal right-of-way.
10. 150-2023 – License with Public Service Company of New Mexico to install and maintain an aerial transmission line across the New Belen Acequia right-of-way.
11. 151-2023 – License with Public Service Company of New Mexico to install and maintain an aerial transmission line across the Los Lunas Acequia right-of-way.
12. 152-2023 – License with Public Service Company of New Mexico to install and maintain an aerial transmission line across the Los Chavez Interior Drain right-of-way.
13. 155-2023 – Special Use License with AUI INC. to perform emergency repairs to the failed culvert crossing located on the State Road 6, East of the river as well as bypass pumping from the riverside

drain to the floodway.

14. 160-2023 – Special Use License with Enviro Drill, INC. to install three monitoring wells within the Barr Main Canal right-of-way.
15. 176-2023 – Special Use License with Compass Engineering Construction Services, LLC. to conduct the Pueblo of Sandia Bosque Sewer and Water Project and discharge groundwater from dewatering operations into the Sandia Lateral right-of-way.
16. 179-2023 – Special Use License with Kiwanis Club of Corrales to conduct a special event for the Annual Corrales Ditch Run (5k, 10k, and Half Marathon) within the Corrales Main Canal and Corrales Acequia rights-of-way.
17. 194-2023 – Special Use License with Geosystems Analysis Inc. to conduct mapping and monitoring of the Rio Grande low flow conditions for the River Eyes Project.
18. 195-2023 – License with Vexus Fiber to install and maintain a buried utility crossing within the Duranes Lateral right-of-way.
19. 211-2023 – License with Public Service Company of New Mexico to install and maintain an aerial utility crossing within the Huning Lateral right-of-way.
20. 220-2023 – License with Public Service Company of New Mexico to install and maintain an aerial utility crossing within the Otero Lateral right-of-way.
21. 221-2023 – License with New Mexico Gas Company to install and maintain a buried utility crossing within the Chamisal Lateral right-of-way.
22. 224-2023 – Special Use License with ABCWUA to discharge potable water from fire hydrant testing operations periodically throughout the year within the Indian Lateral right-of-way.
23. 225-2023 – License to maintain an existing 72” Ø X 40’ culvert crossing within the Alameda Interior Drain right-of-way to serve MRGCD Map 27, Tracts 1, 2, 3, A, B, & C Lands of William C Byers & Charlotte Lorraine Byers, in care of current owners, and its successors, and or assigns.
24. 227-2023 – Special Use License with NM Underground Utilities INC. to discharge groundwater operations from the Los Lentos Road Sanitary Sewer and Waterline Extension within the Huning Lateral right-of-way.
25. 233-2023 – Special Use License with Precision Surveys to conduct surveying and brushing of USBR range lines in the Rio Grande Valley from NM-6 to the southern end of Bosque Del Apache in order to collect hydrographic data.

MEMORANDUM



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

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

As per Section 73-18.8.1 NMSA 1978, and Rule 24, the individuals filing the protests have been notified of the proposed recommendations.

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

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

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

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

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

COUNTY	APPROVED EXEMPTION	WSC ACREAGE ADDED
SANDOVAL	13.99	6.27
BERNALILLO	33.83	29.24
VALENCIA	95.74	39.97
SOCORRO	56.65	19.61
TOTALS	200.21	95.09

P.O. Box 581
 87103-0581
 1931 Second St. SW
 Albuquerque, NM
 87102-4515
 505.247.0234
 Fax # 505.243.7308

MRGCD - SANDOVAL COUNTY
2023 WATER SERVICE CHARGE RECLASSIFICATION

	CUST ID	OWNER NAME	LEGAL DESCRIPTION	TOTAL ACREAGE	TOTAL ASSESSED ACREAGE	TOTAL PROTESTED ACREAGE	WATER BANK ACREAGE	GREENBELT EXEMPTION	ACCESS TO IRRIGATION	BASIS OF PROTEST	GIS REVIEW/FIELD INSPECTION	APPROVED EXEMPTION ACREAGE	AMTS DUE
1.	30261	BACA, GWENDOLYN	MAP 3, LD DIV LDS OF MANUEL I BACA, LOT 1	1.02	0.77	0.77	0.00	NO	NO	WATER RIGHTS WERE SOLD OCT 21 2007 TO CITY OF RIO RANCHO NM	WATER RIGHTS SOLD/TRANSFERRED. IRRIGATION IS CURRENTLY PROHIBITED DUE TO WATER RIGHTS TRANSFER PER THE OSE SD-07054 INTO RG6745	AGREE .77 AC EXEMPTION	\$0.00
2.	70	BACA, MANUEL I	MAP 3, LD DIV LDS OF MANUEL I BACA, LOT 2	1.02	1.02	1.02	0.00	NO	NO	WATER RIGHTS WERE SOLD OCT 21 2007 TO CITY OF RIO RANCHO NM	WATER RIGHTS SOLD/TRANSFERRED. IRRIGATION IS CURRENTLY PROHIBITED DUE TO WATER RIGHTS TRANSFER PER THE OSE SD-07054 INTO RG6745	AGREE 1.02 AC EXEMPTION	\$0.00
3.	32967	C DE BACA, DAVID L	PLT DIV OF TRS 25,26 & 27 MRGCD MAP NO 14, LOT 2	1.10	0.33	0.33	0.00	YES	NO	THE MRGCD DEMANDS THAT I PAY THE SERVICE CHARGE WHILE AT THE SAME TIME DENIES ME SERVICE CLAIMING I HAVE SOLD MY WATER RIGHTS. I HAVE NOT SOLD MY WR THEY ARE TRANSFERRED TO GROUND WATER.	IRRIGATION IS CURRENTLY PROHIBITED DUE TO WATER RIGHTS TRANSFER PER THE OSE LAYER.	AGREE .33 EXEMPTION	\$0.00
4.	29586	ENGLISH, CLAYTON R	MAP 5A, FINAL PLT TERRA SUBD PHASE 1, LOT 2	0.76	0.76	0.76	0.00	NO	NO	NO WAY TO TURNOUT. I HAVE NO WAY TO ACCESS WATER FROM THE DITCH THAT RUNS THROUGH TERRA SUBD. I HAVE TRIED TO ACCESS IT & NEVER WILL.	NO TURNOUTS EXIST ON THE YESO LATERAL EAST OF THE PROPRERTY. PROPERTY OF INTEREST IS TWO HOUSES & A ROAD AWAY FROM THE YESO LATERAL.	AGREE .76 EXEMPTION	\$0.00
5.	34713	FLORES, ROBERT C & ELAINE LIVING TRUST	MAP 4, TRACT 27	7.81	7.31	7.31	0.00	NO	YES	WATER RIGHTS TRANSFERRED OFF TRANSFERRED TO MAP 3, CLAIM OF EXMPT LT LINE ADJ PLT OF LDS OF YOLAND & ELAINE FLORES, TRACT 1B	WATER RIGHTS SOLD/TRANSFERRED. IRRIGATION IS CURRENTLY PROHIBITED DUE TO WATER RIGHTS TRANSFER PER THE OSE LAYER.	AGREE 7.31 EXEMPTION	\$0.00
6.	35083	LEWIS, MURRAY	MAP 4, LT 1 & LT 2 LDS OF MURRAY LEWIS, LOT 2	2.23	2.23	2.23	0.00	NO	NO	NO ACCESS TO THIS LOT 2	PER FURTHER REVIEW NO DIRECT ACCES TO TURNOUT LOCATED NORTH OF PROPERTY, APPEARS TO SERVE PROPERTY NORTH OF PROPERTY IN QUESTION. SECOND TURNOUT LOCATED SOUTH OF PROPERTY IN QUESTION, APPEARS TO FEED ADJACENT FIELD.	AGREE 2.23 EXEMPTION	\$0.00
7.	19490	LUCERO, RONALD M	MAP 8, A LD SUBD HIGH CHAPARRAL WEST, TRACT 5	0.78	0.78	0.78	0.00	NO	YES	WATER RIGHTS SOLD PRIOR TO ME PURCHASING THE PROPERTY. MRGCD DOES NOT ALLOW ME TO WATER PER WR SOLD/TRANSFERRED.	WATER RIGHTS SOLD/TRANSFERRED OFF	AGREE .78 AC EXEMPTION	\$0.00
8.	34845	SCRIBNER, WILLIAM & LAURELI	MAP 21, PLT OF LTS 1,2,3, 4 OF WINDCHASER FARMS, LOT 2	2.00	1.50	0.79	0.00	NO	YES	I WOULD LIKE THE BASIS CORRECTED TO .71 ACRES FOR FUTURE BILLING PURPOSES. THE PART OF THIS PROPERTY THAT IS IRRIGATED BY WELL IS ONLY .71 ACRES.	IRRIGABLE ACREAGE = .71 ACRES/NON-IRRIGABLE ACREAGE = .79 ACRES. ACCESS TO IRRIGATION EXISTS. IRRIGABLE, NOT IRRIGABLE AREAS HAVE BEEN APPROXIMATED USING 2022 IMAGERY.	AGREE .79 EXEMPTION	\$0.00

MRGCD - BERNALILLO COUNTY
2023 WATER SERVICE CHARGE RECLASSIFICATION

	CUSTOMER ID	OWNER NAME	LEGAL DESCRIPTION	TOTAL ACREAGE	TOTAL ASSESSED ACREAGE	TOTAL PROTESTED ACREAGE	WATER BANK ACRES	GREENBELT EXEMPTION	ACCESS TO IRRIGATION	BASIS OF PROTEST	GIS REVIEW/FIELD INSPECTION	APPROVED EXEMPTION ACREAGE	AMTS DUE
1.	34424	ALCALA-MEDINA, MARTIN & DIANA RIOS-PERAZA	PLT FOR TRS 29A3A & 29A3B MRGCD MAP NO 46, TRACT 29A3A	0.56	0.56	0.56	0.00	NO	NO	WE DO NOT HAVE SERVICE TO THE ACEQUIA.	BRICK WALL ON NORTH BOUNDARY THAT IS ADJACENT TO TRUJILLO LATERAL. NO TURNOUT PRESENT ON TRUJILLO LATERAL THAT SERVES INTO PROPERTY NEAR STA31+50.	AGREE .56 AC EXEMPTION	\$0.00
2.	8333	BERNALILLO COUNTY SHERIFF'S POSSEE	SUMM PLT OF PARCELS 1,23 OF TRS 25C & 26B MRGCD MAP 23, PARCEL 3A2	1.00	1.00	1.00	0.00	NO	NO	WE NO LONGER HAVE ACCESS TO IRRIGATION	NO EXISTING TURNOUT, COMMUNITY DITCH OR MRGCD FACILITIES ADJACENT TO PROPERTY IN QUESTION	AGREE 1.00 AC EXEMPTION	\$0.00
3.	8333	BERNALILLO COUNTY SHERIFF'S POSSEE	MAP 23 TRS 24Q2B2 24Q3B, 24Q4B, 24Q5B, 24Q6B & MRGCD MAP NO 23 SUMM PLT OF TRS 25C & 26B, PARCEL 3B	9.64	9.64	9.64	0.00	NO	NO	WE NO LONGER HAVE ACCESS TO IRRIGATION	NO EXISTING TURNOUT, COMMUNITY DITCH OR MRGCD FACILITIES ADJACENT TO PROPERTY IN QUESTION	AGREE 9.64 EXEMPTION	\$0.00
4.	26533	BERMUDEZ, LUIS	MAP 48, AMND SUN STAR ADDN, LOT 10	1.00	1.00	1.00	0.00	NO	NO	WE HAVE NOT USE THE IRRIGATION SYSTEM. PROPERTY HAS NOT EVER BEEN IRRIGATED. WE DO NOT USE IT. WE DO NOT WANT TO KEEP PAYING THE CHARGES. THE PROPERTY BEING PROTESTED IS IN GOOD CONDITION. THIS PROTEST IS TO STOP GETTING CHARGED FOR AN IRRIGATION SYSTEM WE DO NOT USE.	THE SOUTH PROPERTY BOUNDARY IS ADJACENT TO HUBBELL LATERAL NEAR STATION 59+00. NO TURNOUT OR COMMUNITY DITCH PRESENT TO SERVE PROPERTY ON HUBBELL LATERAL UPSTREAM OR DOWNSTREAM. NO ISO LOGS ON REC.	AGREE 1.00 AC EXEMPTION	\$0.00
5.	25622	CALVERT, SEAN R & FRANCES	MAP 32, AMND PLT OF LOS ALAMOS ADDN, LOT 58 EXC THE E 15' OF	0.53	0.26	0.26	0.00	NO	YES	THE PROPERTY WHILE IT BACKS ONTO A MRGCD ARROYO IS NOT FED BY THAT ARROYO & HAS NO INLET FOR WATER. THE PROPERTY IS COMPLETELY DEPENDENT OF COA WATER AT THIS TIME.	EXISTING TURNOUT OFF GALLEGOS LATERAL. OUTFALLS TO ADJACENT PRIVATE EARTHEN/CONCRETE COMMUNITY DITCH WHICH APPEARS TO EXTEND TO PROTESTED PROPERTY. COMMUNITY DITCH ADJACENT TO PROTESTED PROPERTY IS FULL OF VEGETATION. ISO LOGS VERIFY IRRIGATION IN 2022.	DISAGREE 0.00 AC EXEMPTION	\$0.00

MRGCD - BERNALILLO COUNTY
2023 WATER SERVICE CHARGE RECLASSIFICATION

	CUSTOMER ID	OWNER NAME	LEGAL DESCRIPTION	TOTAL ACREAGE	TOTAL ASSESSED ACREAGE	TOTAL PROTESTED ACREAGE	WATER BANK ACRES	GREENBELT EXEMPTION	ACCESS TO IRRIGATION	BASIS OF PROTEST	GIS REVIEW/FIELD INSPECTION	APPROVED EXEMPTION ACREAGE	AMTS DUE
6.	27853	COBB, NATHANIEL & SARAH TRUSTEES COBB FAMILY TRUST	MAP 26, RPLT OF LTS 10A1 & 10A2 TINNIN FARMS, LOT 10A2	1.00	1.00	1.00	0.00	NO	NO	WE DO NOT HAVE DITCH ACCESS, NEVER HAVE.	PROPERTY ADJACENT TO ALB RIVERSIDE DRAIN. NO APPARENT TURNOUTS, PUMPS OR OTHER IRRIGATION STRUCTURE ALONG THIS SECTION OF ALB RIVERSIDE.	AGREE 1.00 AC EXEMPTION	\$0.00
7.	23987	CONTRERAS, MAX F & VICTORIA	MAP 35, PLT OF TRS A1, A2 & B1 MAX RPLT, TRACT B1	0.39	0.39	0.39	0.00	NO	NO	WE HAVE NO ACCESS TO WATER. WE HAVE ELMINATED IT & HAVENT USED WATER IN APPROX 10 YRS.	PROPERTY ADJACENT TO ALB RIVERSIDE DRAIN. NO APPARENT TURNOUTS, PUMPS OR OTHER IRRIGATION STRUCTURE ALONG THIS SECTION OF ALB RIVERSIDE DRAIN.	AGREE .39 AC EXEMPTION	\$0.00
8.	31734	FORNELLI, ELOY	MAP 56, PLT OF LTS 1,2 & 3 LDS OF JOSE F CHAVEZ, LOT 2	0.50	0.50	0.50	0.00	NO	NO	WE DO NOT AND/OR HAVE EVER USED YOUR SERVICE AS OUR HOUSE IS OUTSIDE OF A 1/2 AN ACRE HOME & IT IS THE 2ND ONE FROM ISLETA BLVD. WE HAVE NOT SOLICITED THIS SERVICE.	PROPERTY IS NOT ADJACENT TO COMMUNITY DITCH THAT IS LOCATED TO WEST OF NEIGHBOR'S PROPERTY. NO CONNECTION TO THE COMMUNITY DITCH AND THE PROPERTY. COMMUNITY DITCH NOT WELL MAINTAINED THERE IS VAST GROWTH OF VEGETATION.	AGREE .50 AC EXEMPTION	\$0.00
9.	35265	FRAHM, WILLIAM G & BARBARA SAIZ	MAP 32, PLT FOR VISTA FAISAN SUBD, LOT 13	0.25	0.25	0.25	0.00	NO	NO	NO DITCHES WITHIN SUBDIVISION, NO ACCESS TO WATER. SPOKE WITH THE DITCH RIDER JOHN CASIAS HE VERIFIED OUR PROPERTY HAS NO ACCESS TO DITCHES OR WATER.	NO ACCESS TO DITCHES OR WATER, VERIFIED BY ISO JOHN CASIAS PER BASIS OF PROTEST SECTION OF PROTEST FORM.	AGREE .25 AC EXEMPTION	\$0.00
10.	30669	GRIEGO, ANNA-MARIA	MAP 27, PLT OF RANCHOS PEQUENOS ESTATES, LOT 4	0.36	0.36	0.36	0.00	NO	NO	I AM UNABLE TO RECEIVE WATER FROM THE IRRIGATION DITCH ALONG LOS RANCHOS AS MY LOT IS ON THE NORTH SIDE OF THE ESTATES WITH NO ACCESS TO WATER.	NO TURNOUT EXISTING ALONG DERRAMADERA ACEQUIA SOUTH OF PROTESTED PROPERTY. NO EXISTING FACILITES ADJACENT TO PROTESTED PROPERTY.	AGREE .36 AC EXEMPTION	\$102.46

MRGCD - BERNALILLO COUNTY
2023 WATER SERVICE CHARGE RECLASSIFICATION

	CUSTOMER ID	OWNER NAME	LEGAL DESCRIPTION	TOTAL ACREAGE	TOTAL ASSESSED ACREAGE	TOTAL PROTESTED ACREAGE	WATER BANK ACRES	GREENBELT EXEMPTION	ACCESS TO IRRIGATION	BASIS OF PROTEST	GIS REVIEW/FIELD INSPECTION	APPROVED EXEMPTION ACREAGE	AMTS DUE
11.	32603	GURROLA, ROBERTO & SAIRA A	MAP 46, ARRIGONI SUBD, LOT 9	0.23	0.23	0.23	0.00	NO	NO	WE SHOULD NOT BE ASSESSED THE WSC BECAUSE OUR PROPERTY IS NOT IRRIGABLE. SINCE WE PURCHASED OUR HOME IN AUG 2017, WE HAVE NEVER HAD ACCESS TO A WATER SOURCE FROM A WELL OR THE SURROUNDING ACEQUIAS. THEREFORE WE SHOULD NOT BE ASSESSED THE MONTHLY WSC FOR OUR PROPERTY. THANK YOU.	PROPERTY NOT ADJACENT TO PAJARITO LATERAL. NO TURNOUT PRESENT TO SERVE PROPERTY FROM PAJARITO LATERAL UPSTREAM OR DOWNSTREAM OF STATION 97+50.	AGREE .23 AC EXEMPTION	\$10.73
12.	31735	IGUADO, RIGOBERTO M & CLAUDIA HERNANDEZ	MAP 56, PLT OF LTS 1,2 & 3 LDS OF JOSE F CHAVEZ, LOT 3	0.55	0.55	0.55	0.00	NO	NO	NO ACCESS TO IRRIGATION	EXISTING EARTHEN COMMUNITY DITCH, NO EXISTING TURNOUT WITHIN EARTHEN DITCH WEST OF PROPERTY.	AGREE .55 AC EXEMPTION	\$0.00
13.	34372	JENNINGS, JOLENE	MAP 52, PLT OF WELBORN ACRES, LOT 5	1.23	1.23	1.23	0.00	NO	NO	THE MAN ON THE NORTH SIDE OF DITCH REROUTED THE DITCH. SO THE PEOPLE ON SOUTH SIDE & WEST OF HIM CAN'T GET ANY WATER OR IT IS VERY SLOW. HE REROUTED THE DITCH IN THE LATE 80'S OR EARLY 90'S.	THE NORTH PROPERTY BOUNDARY IS ADJACENT TO A COMMUNITY DITCH THAT FEEDS FROM THE ARENAL MAIN CANAL. THE TURNOUT IS IN GOOD WORKING CONDITION THAT SERVES A COMMUNITY DITCH NEAR STATION 375+25 ON THE EAST SIDE OF THE ARENAL MAIN CANAL. THE COMMUNITY DITCH EXTENDS EAST & INTO PRIVATE PROPERTY. CONNECTION TO THE COMMUNITY DITCH TO PROPERTY IS UNCLERAR.	AGREE 1.23 AC EXEMPTION	\$0.00
14.	26989	LILLY, ANNE	MAP 57, PLT OF TRS A & B LDS OF ROBERT & MARGIE BETTS, TRACT A	1.25	1.25	1.25	0.00	NO	YES	NO ACCESS TO IRRIGATION	A TURNOUT EXIST WITHIN THE ARENAL MAIN CANAL. TURNOUT CONNECTS TO ADJACENT PROPERTIES DITCH, PRIVATE DITCH FROM ADJACENT PROPERTY DOES NOT APPEAR TO EXTENT INTO PROPERTY IN QUESTION.	AGREE 1.25 AC EXEMPTION	\$0.00

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	CUSTOMER ID	OWNER NAME	LEGAL DESCRIPTION	TOTAL ACREAGE	TOTAL ASSESSED ACREAGE	TOTAL PROTESTED ACREAGE	WATER BANK ACRES	GREENBELT EXEMPTION	ACCESS TO IRRIGATION	BASIS OF PROTEST	GIS REVIEW/FIELD INSPECTION	APPROVED EXEMPTION ACREAGE	AMTS DUE
15.	703555	MANSFIELD, MARCUS A	MAP 58, PLT OF LTS 1 THRU 12, INCLUSIVE MCCATHARN SUBD PHASE 3, LOT 5	1.25	1.25	1.25	0.00	NO	NO	LAND IS NOT IRRIGABLE OR APPROPRIATE TO RECEIVE IRRIGATION WATER. THERE IS NOT ANY IRRIGATION DITCHES/ACCESS ON THE PROPERTY AND HAS NOT BEEN SINCE OWNING THIS PLT OF LAND	NO TURNOUT OR OTHER IRRIGATION STRUCTURE ON BARR INTERIOR DRAIN. PRIVATE CONCRETE DITCH APPEARS TO RUN THROUGH ADJACENT PROPERTY, PRIVATE DITCH DOES NOT EXTEND BEYOND ADJACENT PROPERTY.	AGREE 1.25 AC EXEMPTION	\$0.00
16.	30619	MARGOLIN, NATHAN B	MAP 34, PLT OF LTS 1A, 2A, 5A & 6A BLK 2 MANCHESTER PLACE ADDN, BLK 2 LOT 1A	0.50	0.25	0.50	0.00	NO	NO	I AM ALLOCATED 20 MIN OF WATER EVERY 2 WEEKS, NOT ENOUGH FOR 1 TREE. NOW LETTING GRASS DIE, CITY WATER FOR TREES. PLEASE CANCEL CHARGES IN FUTURE- NOT USING.	PER ISO FURTHER INSPECTION PROPERTY HAS THE ABILITY TO RECEIVE WATER. THERE ARE TWO PVC PIPES IN THE DITCH THAT ARE FROM THE PROPERTY IN QUESTION. NO TURNOUT ALONG KOOGLER LATERAL. EXISTING PVC PIPE WITHIN KOOGLER LATERAL BOUNDARIES APPEARS TO EXTEND TO PROPERTY.	DISAGREE 0.00 AC EXEMPTION	\$0.00
17.	16234	MARTINEZ, JUAN C & PATRICIA	MAP 42, TRACTS 22B1A2A1 & 22B1A2A2 (Combine)	0.35	0.35	0.35	0.00	NO	NO	NO USE, NEVER HAVE USED SINCE I HAVE LIVED AT THIS PROPERTY.	PER FURTHER REVIEW NO DITCH ACCESS. PROPERTY ADJACENT TO ATRISCO ACEQUIA. TURNOUT NEAREST PROPERTY ON ATRISCO ACEQUIA OUTFALLS INTO PRIVATE DITCH OPERATING SOUTH OF THE PROPERTY METAL PIPE CONNECTED TO COMMUNITY DTICH FROM SOUTH END OF PROPERTY.	AGREE .35 AC EXEMPTION	\$16.38
18.	30446	MARTINEZ, NATHAN V & TERESA D ANZA	MAP 54, SUMM RPLT SHWG LTS 3A & 4A SANCHEZ ADDN, LOT 4A	1.00	1.00	1.00	0.00	NO	NO	WE WOULD LIKE TO DISCONTINUE PAYING THE ANNUAL FEE FOR IRRIGTING OUR PROPERTY. WE HAVE NO INFRASTRUCTURE FOR IRRIGATION & NO SHORT OR LONG TERM PLANS WHICH WOULD INCLUDE IRRIGATION.	NO SIGNS OF ANY TURNOUT OR ANY OTHER IRRIGATION STRUCTURE WITHIN THE BARR SPUR DRAIN. PROPERTY IN QUESTION IS ADJACENT TO BARR SPUR DRAIN.	AGREE 1.00 AC EXEMPTION	\$0.00

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19.	703433	MENDOZA, ALEJANDRO	MAP 43, CORRECTION PLT OF TRS A, B & C LDS OF MRS EDUARDO SANCHEZ, TRACT C	0.35	0.35	0.35	0.00	NO	NO	NO ACCESS TO IRRIGATION	NO TURNOUTS TO PROPERTY NO COMMUNITY DITCHES ADJACENT TO PROPERTY. NO TURNOUTS PRESENT EAST SIDE OF ARENAL MAIN CANAL.	AGREE .35 AC EXEMPTION	\$0.00
20.	33445	NEW LEGACY DEV LLC c/o LUIS TARIN	MAP 44, PLT OF TR 1 LDS OF GOOD CENTS INC, TRACT 1	9.44	4.13	9.44	0.00	NO	YES	LAND HAS BEEN USED AS A CONTRACTORS YARD THEREFORE WATER RIGHTS ARE NOT NEEDED OR USED. LAND IS NOT IRRIGABLE.	WATER RIGHTS SOLD. TURNOUT SOUTH OF PROPERTY ON BARR MAIN CANAL OUTFALLS CONNECTS TO PRIVATE DITCH THAT IS ADJACENT TO PROTEST PROPERTY. TURNOUT NORTH OF PROPERTY ON BARR MAIN DOES NOT OUTFALL TO PROPERTY OR TO PRIVATE DITCH. NO SIGNS OF IRRIGATION.	AGREE 4.13 EXEMPTION	\$0.00
21.	465416	O'ROURKE, BRIAN J	MAP 31, TRACT 247A1A	0.96	0.96	0.46	0.00	NO	YES	ONLY 1/2 ACRE OF THIS .96 ACRE PROPERTY IS IRRIGATED.	IRRIGABLE ACREAGE = .50 & NON-IRRIGABLE ACREAGE =.46 ACRES. ACCESS TO IRRIGATION EXISTS. NON-IRRIGABLE AREAS HAVE BEEN APPROXIMATED USING 2022 IMAGERY.	AGREE .46 AC EXEMPTION	\$0.00
22.	35045	ORTIZ, FABIAN A & KYMBERLEE MARTINEZ	MAP 20, SUMM PLT TRS B3A, B3B & B3C LDS OF DARDEN G JASPER, TRACT B3B	1.26	1.26	1.26	0.00	NO	NO	WE DO NOT HAVE ACCESS TO THE DITCH WATER NOR DO WE NEED TO USE IT, AND THEREFORE SHOULD NOT BE ASSESSED FOR IT.	NO DIRECT ACCESS TURNOUT NEAREST TO PROPERTY ON ALB MAIN CANAL OUTFALLS TO ADJACENT FIELD INTO PRIVATE DITCH DOES NOT EXTEND BEYOND ADJACENT PROPERTY NO TURNOUT ALONG CHAMISAL LATERAL EAST OF PROTEST FIGURE.	AGREE 1.26 AC EXEMPTION	\$0.00
23.	108330	PADILLA, RAFAEL	MAP 43, TRACT 37A1	2.28	2.00	2.00	0.00	NO	YES	I HAVE NEVER ONCE USED WATER TO IRRIGATE THIS PROPERTY. AT ONE TIME I TRIED, BUT THE TURN WHEEL DID NOT WORK, SO I NEVER USED IT BEFORE. I BOUGHT THE PROPERTY THERE WAS A MOBILE HOME PARK THAT DIDN'T IRRIGATE FOR DECADES EITHER.	FURTHER REVIEW: ENTERED IRRIGABLE PER PER 2013 WSC CONTRACT SUBMITTED BY OWNER. TURNOUT OFF ATRISCO ACEQUIA IN GOOD CONDITION NO OBVIOUS SIGNS OF DAMAGE NEAR STA130+50. TURNOUT OUTFALL PIPE COULD NOT BE LOCATED. TURNOUT OUTFALLS TO PROPERTY FROM NORTHEAST BOUNDARY.	DISAGREE 0.00 AC EXEMPTION	\$1,193.22

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25.	24288	RAJPAL, MARY SINGH	MAP 43, RPLT OF TR C PLT OF LD OF PETRONILA S ARMIJO ESTATE, TRACT C1 & PLT OF LD OF PETRONILA S ARMIJO ESTATE, NLY PTN OF TR D EXC THE NLY PT OUT TO R/W ARENAL RD SW	10.01	4.00	10.01	0.00	YES	YES	PRE 1907 WATER RIGHTS FOR THE ACREAGE DESCRIBED ABOVE WERE MOVED TO A GROUND WATER WELL BY PERMIT #SD-08490 INTO RG 96574 ON 3/10/20. MRGCD NO LONGER PROVIDES SURFACE WATER TO PARCEL.	PER FURTHER REVIEW OWNER VERIFIED NO LONGER PROVIDING SURFACE WATER TO PORTION OF PROPERTY. PER 2023 ISO LOG NEW SEED ON 2.00 ACRES. IRRIGATION IS CURRENTLY PROHIBITED DUE TO WATER RIGHTS TRANSFER PER OSE LAYER	PARTIALLY AGREE 2.00 AC EXEMPTION	\$0.00
26.	19139	RIVERA, WILLIAM	MAP 43, PLT OF LTS 1 THROUGH 5 RIVERA SUBD, LOT 4	0.33	0.33	0.33	0.00	NO	NO	PROPERTY WAS SUBDIVIDED BACK IN 2004 AND SOLD LOTS IT HAS NEVER BEEN IRRIGATED BY MYSELF OR CURRENT OWNERS SINCE THERE IS NO TURNOUT.	NO SIGNS OF ANY EXISTING TURNOUT WITHIN THE PAJARITIO LATERAL. PROPERTY IN QUESTION SEEMS TO NOT SHOW ANY SIGNS OF ANY PRIVATE DITCHES OR ANY OTHER IRRIGATION STRUCTURES WITHIN PROPERTY.	AGREE .33 EXEMPTION	\$114.75
27.	28333	RODRIGUEZ, ARMANDO	MAP 46, PLT OF TRS 12B1, 12B2 & 12B3 AFC SUBD NO 1, TRACT 12B3	0.33	0.33	0.33	0.00	NO	NO	MY PROPERTY DOES NOT HAVE ANY ACCESS TO THE WATER SERVICE. THERE IS ANOTHER PROPERTY IN BETWEEN THE DITCH AND OUR PROPERTY.	WEST PROPERTY BOUNDARY NOT ADJACENT TO ARMIJO ACEQUIA. NO TURNOUT OR COMMUNITY DITCH PRESENT TO SERVE PROPERTY ON ARMIJO ACEQUIA	AGREE .33 AC EXEMPTION	\$0.00
28.	703887	SANDOVAL, GARY	MAP 8, A PLT OF LTS 81A & 81B SOUTHSIDE FARMS, LOT 81B	2.00	2.00	2.00	0.00	NO	NO	THERE IS NO TURNOUT (GATE) TO ALLOW WATER ONTO PROPERTY. I REQUEST THAT SINCE THE CONSERVANCY HAS BEEN PAID FOR THE USE OF FOR SUCH A LENGTH OF TIME THAT ONE BE PUT IN AT NO COST. THE PREVIOUS OWNER NOR I HAVE ACCESS TO WATER THAT IS BEING PAID FOR.	NO IRRIGATION STRUCTURES WITHIN LOS PADILLA'S DRAIN, THERE IS AN EXISTING PRIVATE DITCH ADJACENT TO PROPERTY IN QUESTION, THERE SEEMS TO BE POSSIBLE PUMP SLIDE GATE WITHIN PRIVATE DITCH, PROPERTY DOES NOT SEEM TO BE IRRIGATED. PROPERTY IN QUESTION DOES NOT APPEAR TO HAVE ANY VEGETATION.	PARTIALLY AGREE .25 AC EXEMPTION	\$0.00
29.	30219	SEIFERT, GLORIA C & MARY SERINO	MAP 32, PLT OF TRS A1 & D1 LDS OF THE HEIRS OF AURELIA GUTIERREZ, TRACT A1	1.32	0.50	1.32	0.00	NO	NO	IMPROVEMENTS ON PROPERTY = HOUSE. WE HAVE NOT USED WATER DUE TO NEIGHBORS PLUGGED OUR PIPE ACCESS WITH CEMENT. WE HAVE NOT USED WATER IN TWO YEARS. WE NOW HAVE NO DIRECT ACCESS TO WATER.	THE ACEQUIA DE LOS ALTOS WHICH IS CONNECTED TO THE GALLEGOS LATERAL OUTFALLS INTO PRIVATE DITCH. PRIVATE DITCH APPEARS TO EXTEND TO PROTESTED PROPERTY. PER FURTHER REVIEW NO DIRECT ACCESS TO IRRIGATION.	AGREE .50 AC EXEMPTION	\$23.34

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30.	27119	SPRACHER, MARY ANN	MAP 46, LDS OF PERRYMAN & SPRACHER, TRACT A	1.01	1.01	1.01	0.00	NO	NO	I DO NOT HAVE ACCESS TO THE ACEQUIA. I DO NOT USE THE IRRIGATION ON MY PROPERTY LOCATED AT 3025 BARCELONA RD SW ALB . THE ONLY ACCESS IS LOCATED AT 3011 BARCELONA RD. THEY MAY BE USING THE DITCH TO IRRIGATE THE ORCHARD. THE PROPERTY LOCATED AT 3025 IS NO LONGER LEGALLY CONNECTED TO THE PROPERTY AT 3011 BARCELONA RD SW . I TOLD THIS TO CONSERVANCY OVER 10 YEARS AGO.	PROPERTY NOT ADJACENT TO MEWBORN LATERAL. NO TURNOUTS PRESENT ON WEST SIDE OF MEWBORN LATERAL NEAR STA44 +15. NO PRIVATE DITCH PRESENT OR TURNOUT THAT SERVES PROPERTY.	AGREE 1.01 AC EXEMPTION	\$590.64
31.	35018	VIALPANDO, TOBY	MAP 53, TRACT 23A3	0.23	0.23	0.23	0.00	NO	YES	NO LONGER USE OF LAND FOR GARDENING OR FARMING. PLANNING TO SELL PROPERTY. NO LONGER NEED FOR WATER AND HAD PROBLEMS WHEN I DID USE NOT ENOUGH WATER SUPPLY.	TRACT JOINED IN A FIELD NO VISIBLE BERM OR SEPARATION OF TRACT BOUNDARY FIELD LOCATED SOUTH OF RUBI LATERAL AND TURNOUT LOCATED AT SW CORNER OF PROPERTY. TURNOUT IN WORKING CONDITION SERVES PROPERTY TO SOUTH ON THE RUBI LATERAL STA7+30.	DISAGREE 0.00 AC EXEMPTION	\$0.00
32.	35018	VIALPANDO, TOBY	MAP 53, TRACT 23A4	0.32	0.32	.32	0.00	NO	YES	NO LONGER USE OF LAND FOR GARDENING OR FARMING. PLANNING TO SELL PROPERTY. NO LONGER NEED FOR WATER AND HAD PROBLEMS WHEN I DID USE NOT ENOUGH WATER SUPPLY.	TRACT JOINED IN A FIELD NO VISIBLE BERM OR SEPARATION OF TRACT BOUNDARY FIELD LOCATED SOUTH OF RUBI LATERAL & TURNOUT LOCATED AT SW CORNER OF PROPERTY. TURNOUT IN WORKING CONDITION SERVES PROPERTY TO SOUTH ON THE RUBI LATERAL STA7+30.	PARTIALLY AGREE .15 AC EXEMPTION	\$0.00

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33.	29386	YUDON, TSETEN & PENPA TSERING	MAP 46, TRACT 126A	3.65	2.50	3.65	0.00	NO	NO	NO ACCESS TO IRRIGATION	PER FURTHER REVIEW NO DIRECT ACCESS. ISO SUPERVISOR CONFIRMED NO DIRECT ACCESS TO PROPERTY. TURNOUT ON PAJARITO LATERAL OBSTRUCTED BY SILT LEADS TO CONCRETE DITCH TO PROPERTY SOUTH OF PROTESTOR. PRIVATE DITCH FLOWS WEST OF PAJARITO LATERAL TO SOUTH NEIGHBOR.	AGREE 2.50 AC EXEMPTION	\$0.00

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1	12440	ARAGON, GEORGE & MONICA	MAP 79, SUMM LD DIV PLT LD OF NELSON ROMERO, TRACT 1	1.00	1.00	1.00	0.00	NO	NO	FROM IRRIGATION WATER SERVICE & FURTHER BILLING OF SERVICE. LAND IS COMPLETELY RESIDENTIAL PROPERTY NOT SUBJECT TO IRRIGATION SERVICE. ACCESS TO IRRIGATION NOT AVAILABLE OR USABLE TO THIS PROPERTY.	NO EXISTING TURNOUT WITHIN THE LAS CERCAS ACEQUIA, NO APPARENT SIGNS OF ANY PRIVATE DITCH OR IRRIGATION STRUCTURES WITHIN OR LEADING TO PROPERTY IN QUESTION.	AGREE 1.00 AC EXEMPTION	\$706.44
2.	703287	ARCHIBEQUE, DAVID & ROBERT BEDNARZ	MAP 81, VILLA DE SUENOS SUBD, LOT 11	1.00	1.00	1.00	0.00	NO	NO	I DO NOT HAVE ANY WATER RIGHTS. MY PARCEL HAS NO CONTROL OVER WATER DISBURSEMENT.	NO TURNOUT EXISTS ALONG BELEN HIGHLINE CANAL WEST OF PROPERTY OF INTEREST. PROPERTY AND CERRO CT ARE BETWEEN PROPERTY OF INTEREST & MRGCD RIGHT OF WAY.	AGREE 1.00 AC EXEMPTION	\$0.00
3.	3411	ARCHULETA, SALOMON N	MAP 95, TRACT 67B2	13.69	13.00	13.69	0.00	YES	YES	WATER RIGHTS SOLD	WATER RIGHTS SOLD. IRRIGATION IS CURRENTLY PROHIBITED DUE TO WATER RIGHTS TRANSFER PER OSE LAYER.	AGREE 13.69 AC EXEMPTION	\$0.00
4.	34993	ARMIJO, MARTIN	MAP BF, PLT OF SVY LT 37 LA MANCHA ESTATES SUBD, LOT 37	0.50	0.50	0.50	0.00	NO	NO	I HAVE LIVED HERE 15 YEARS. YOU CAN NOT WATER. IT'S A SUBD. I HAVE 1/2 ACRE.	TURNOUT DOES NOT EXIST WITHIN OTERO LATERAL WEST OF THE PROPERTY OF INTEREST. NO APPARENT SIGNS OF ANY COMMUNITY DITCHES WITHIN PROPERTY OF INTEREST.	AGREE .50 AC EXEMPTION	\$0.00
5.	34614	BACA, FRANK & KIM LIPINSKI SMITH	MAP 78, EL CERRO SOUTH SUBD, BLK 1, LOT 13	1.00	1.00	1.00	0.00	NO	YES	WATER RIGHTS HAVE BEEN SOLD YEARS AGO & PROPERTY IS UNABLE TO BE WATERED BY CONSERVANCY DISTRICT DITCH ANYMORE.	WATER RIGHTS SOLD. IRRIGATION IS CURRENTLY PROHIBITED DUE TO WATER RIGHTS TRANSFER PER OSE LAYER.	AGREE 1.00 AC EXEMPTION	\$0.00

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6.	3553	BACA, LEROY & YMELDA YVONNE	PLT OF DIV OF TR A3A OF THE LD OF DIV PLT OF TRS 90F1, 90F2, 90D4A, 90D4B, 94A & 94B MRGCD MAP NO 88, TRACT A3A1	1.07	1.07	1.07	0.00	NO	YES	THIS DESCRIBED PROPERTY IS WHERE MY HOME, BARN & OTHERS ARE LOCATED.	IRRIGABLE ACREAGE = .65 ACRES & NON-IRRIGABLE ACREAGE = .42 ACRES. ACCESS TO IRRIGATION NON-IRRIGABLE ESTIMATED W/IMAGERY TURNOUT OFF ENRIQUE LATERAL IN PROPER CONDITION NO SIGNS OF DAMAGE. TURNOUT APPEARS TO SERVE PROPERTY/PROPERTY EAST IN QUESTION. PROPERTY WEST APPEAR IRRIGATED.	PARTIALLY AGREE .42 AC EXEMPTION	\$48.96
7.	703363	BALSEWICZ, CHRISTOPHER & DANA KING	MAP 83, EXEMPT RPLT OF TRS A1 & B1A1 LD OF NAMASTE, TRACT A1	2.30	0.75	2.30	0.00	NO	NO	THIS PROPERTY HAS NO IRRIGATION ACCESS GATE. WHICH IS WHY WE WERE NOT TOLD ABOUT IRRIGATION ACCESS FEES WHEN WE BOUGHT THE PROPERTY DEC 2021.	NO TURNOUTS ALONG CHICAL EXT LATERAL SOUTH OF THE PROPERTY. NO TURNOUTS PRESENT ON HELL CANYON LATERAL NORTH OF PROPERTY. NO COMMUNITY DITCH STAFF NOTED HELL CANYON APPEARED TOO LOW TO PROVIDE TURNOUT TO PROPERTY.	AGREE .75 AC EXEMPTION	\$0.00
8.	35025	BLAND, HANK & CASIE MAESTAS	MAP 103, DIV PLT SHOWING LDS OF ELOY PADILLA, TRACT 63B3B	1.10	1.10	1.10	0.00	NO	YES	WE HAVE NEVER USED WATER ON OUR PROPERTY & DO NOT PLAN TO. WE DO NOT KEEP AND/OR MAINTAIN ACCESS TO DITCHES.	WATER RIGHTS SOLD/TRANSFERRED ON .90 ACRES. TURNOUT NEAR PROPERTY ON OLD JARALES ACEQUIA OUTFALLS TO EARTHEN DITCH AND EXTENDS PAST PROPERTIES & UNDER TRUJILLO ROAD. APPEARS EARTHEN DITCH ENDS AT ADJACENT PROPERTY DOES NOT EXTEND TO PROTESTED PROPERTY.	AGREE 1.10 AC EXEMPTION	\$25.06

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9.	24064	BURGE, ROBBIN	MAP 66, FAMILY SPLIT SHWG LD DIV PLT OF LDS OF DORIS BURGE MEYER, TRACT A6	2.00	1.00	1.00	0.00	NO	YES	THE WATER RIGHTS WERE SOLD TO CITY OF ALB OVER 20 YRS AGO. WE FARMED AFTER MY MOMS DEATH BUT TRACT A6 IS A RESIDENTIAL TRACT THAT HASN'T BEEN FARMED SINCE IT WAS BUILT. THE T/O WAS CEMENTED IN WHEN THE HOME WAS BUILT.	WATER RIGHTS SOLD	AGREE 1.00 AC EXEMPTION	\$0.00
10.	34933	CHACON, LILLY	MAP 88, LD DIV PLT PARCEL 2A LDS OF FRED LANDAVAZO, TRACT 2A2	6.94	6.94	6.94	0.00	YES	YES	WATER RIGHTS SOLD	WATER RIGHTS SOLD/TRANSFERRED. IRRIGATION PROHIBITED DUE TO OSE TRANSFER FULL ACREAGE.	AGREE 6.94 AC EXEMPTION	\$0.00
11.	26423	CHAVEZ BETTY C TRUSTEE OF THE BETTY CHAVEZ LIVING TRUST	MAP 101, RPLT OF LD OF THE BETTY C CHAVEZ LIVING TRUST, TRACT 124A2A1A	4.73	4.73	4.73	0.00	YES	YES	WATER RIGHTS TRANSFER TO THIRD PARTY. APPROVED BY STATE ENGINEERS OFFICE ON 9/10/20. HAVE NOT IRRIGATED IN 2021 OR 2022.	WATER RIGHTS SOLD. IRRIGATION IS CURRENTLY PROHIBITED DUE TO WATER RIGHTS TRANSFER PER OSE LAYER.	AGREE 4.73 AC EXEMPTION	\$0.00
12.	26423	CHAVEZ BETTY C TRUSTEE OF THE BETTY CHAVEZ LIVING TRUST	MAP 101, RPLT OF LD OF THE BETTY C CHAVEZ LIVING TRUST, TRACT 82B1	3.07	3.07	3.07	0.00	YES	YES	WATER RIGHTS TRANSFER TO THIRD PARTY. APPROVED BY STATE ENGINEERS OFFICE ON 9/10/20. HAVE NOT IRRIGATED IN 2021 OR 2022.	WATER RIGHTS SOLD. IRRIGATION IS CURRENTLY PROHIBITED DUE TO WATER RIGHTS TRANSFER PER OSE LAYER.	AGREE 3.07 AC EXEMPTION	\$0.00
13.	30714	CHAVEZ, MICHAEL & EVE	MAP 85, RPLT OF LDS OF VIRGINIA ROYBAL, TRACT B	2.00	2.00	2.00	0.00	NO	NO	WE ARE UNABLE TO IRRIGATE AS THERE IS NO IRRIGATION CLOSE TO THE HOME WE DON'T USE IRRIGATION. ALSO THE DITCH THAT WAS USED IN THE PAST HAS BEEN COVERED FOR OVER 10 YEARS.	THERE APPEARS TO BE AN ABANDONED AND OLD DITCH EAST OF THE PROPERTY THAT WAS USED FOR WATERING THE TREES, DOES NOT APPEAR TO BE CURRENTLY USED.	PARTIALLY AGREE 1.75 AC EXEMPTION	\$263.78

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	CUSTOMER ID & WB FILE NO.	OWNER NAME	LEGAL DESCRIPTION	TOTAL ACREAGE	TOTAL ASSESSED ACREAGE	TOTAL PROTESTED ACREAGE	WATER BANK ACRES	GREENBELT EXEMPTION	ACCESS TO IRRIGATION	BASIS OF PROTEST	GIS REVIEW/FIELD INSPECTION	APPROVED EXEMPTION ACREAGE	AMTS DUE
14.	34909	CORDOVA, RYAN C	MAP 81, LD DIV PLT OF LD OF DOUGLAS SHUMAKER, TRACT C	3.14	3.14	0.64	0.00	NO	YES	IMPROVEMENTS ON PROPERTY (HOUSE) ONLY 2.05 ACRES IRRIGABLE	IRRIGABLE = 2.95 ACRES & NON-IRRIGABLE ACRES = .25 ACRES. ACCESS TO IRRIGATION EXISTS. NON-IRRIGABLE AREAS HAVE BEEN APPROXIMATED USING 2022 IMAGERY.	PARTIALLY AGREE .25 AC EXEMPTION	\$0.00
15.	703272	CORWELL, JAMES J & CARLA RODRIGUEZ	MAP 85, LD DIV PLT TR A LD OF GEORGE PEARL, TRACT A2	1.88	1.88	1.88	0.00	NO	NO	THIS PARCEL OF LAND DOES NOT HAVE ANY ACCESS TO THE IRRIGATION SYSTEM. NEIGHBOR TO THE SOUTH @ 76 ROMERO & NEIGHBORS TO THE NORTH @ 72 ROMERO BOTH HAVE ACCESS BUT 74 ROMERO DOES NOT.	ON THE LA CONSTANCIA ACEQUIA WEST OF PROPERTY OF INTEREST, EXISTING PRIVATE ROAD LOCATED BETWEEN THE LA CONSTANCIA ACEQUIA & PROPERTY IN QUESTION, NO SIGN OF ANY PRIVATE COMMUNITY DITCHES.	AGREE 1.88 AC EXEMPTION	\$186.77
16.	111452	CRUZ, PAUL J	MAP 69, LD DIV PLT TRS A THRU D LDS OF C R DORCUS, TRACT D	1.00	1.00	1.00	0.00	NO	YES	ALL TRACTS ON THIS TURNOUT DO NOT HAVE WATER RIGHTS. I HAVE BEEN ON THE WATER BANK FOR THE LAST TWO YEARS. I HAVE SHOULD NOT HAVE TO PAY WSC.	IRRIGATION IS CURRENTLY PROHIBITED DUE TO WATER RIGHTS TRANSFER PER OSE LAYER.	AGREE 1.00 AC EXEMPTION	\$0.00
17.	18999	DOSSEY, CRESPIN YVONNE	MAP 66, LDS OF LORENZO A MOYA, TRACT B1	1.04	1.00	1.04	0.00	NO	NO	I HAVE NEVER USED WATER FROM THE CHICAL LATERAL SINCE I'VE OWNED THIS LAND.	PROPERTIES ARE ADJACENT TO CHICAL LATERAL AND TO COMMUNITY DITCH. A TURNOUT OUTFALLS FROM CHICAL TO COMMUNITY DITCH. NO TURNOUT EXISTS FOR PROPERTIES FROM THE CHICAL LATERAL OR THE COMMUNITY DITCH.	AGREE 1.00 AC EXEMPTION	\$0.00

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	CUSTOMER ID & WB FILE NO.	OWNER NAME	LEGAL DESCRIPTION	TOTAL ACREAGE	TOTAL ASSESSED ACREAGE	TOTAL PROTESTED ACREAGE	WATER BANK ACRES	GREENBELT EXEMPTION	ACCESS TO IRRIGATION	BASIS OF PROTEST	GIS REVIEW/FIELD INSPECTION	APPROVED EXEMPTION ACREAGE	AMTS DUE
18.	34504	FISH, PHILLIP M & KALIN KENNEY FISH	LD DIV OF TR A TRS 34 & 35D MRGCD MAP NO 71, TRACT A2	3.00	3.00	3.00	0.00	NO	NO	INABILITY TO ACCESS WATER FROM THE DITCH DUE TO THE DELABIDATED CONDITION OF THE TURNOUT ACROSS THE DRAIN TO THE PROPERTY.	PROPERTY ADJACENT TO TOME INTERIOR DRAIN. WATER PASS ALONG HELLS CANYON LATERAL CROSSES OVER TOME INTERIOR DRAIN NEAR PROPERTY. TURNOUT TO WATER PASS IS OVERGROWN WITH VEGETATION. DOES NOT APPEAR TO BE TURNOUT FROM WATER PASS TO PROPERTY.	AGREE 3.00 AC EXEMPTION	\$0.00
19.	32613	FOWNER, ANDREW R	MAP 106, RPLT OF TRS A & B OF THE AMND RPLT OF THE LD OF THE P & M FARM TRUST, TRACT B1	2.94	2.94	1.94	0.00	NO	YES	ONLY WATER ONE (1) ACRE. GARAGE & DRIVE WAYS	IRRIGABLE ACRES = 1.40 & NON-IRRIGABLE ACRES = 1.54. ACCESS TO IRRIGATION EXISTS. NON-IRRIGABLE AREAS HAVE BEEN APPROXIMATED USING 2022 IMAGERY.	PARTIALLY AGREE 1.54 AC EXEMPTION	\$0.00
20.	34220	HENSON, DEBORAH	LD DIV PLT TR 81B MRGCD MAP & TRACT 2A MRGCD MAP 98, TRACT 1	1.84	1.32	1.84	0.00	NO	NO	NO ACCESS	THERE APPEARS TO NOT BE ANY TURNOUT OR ANY OTHER IRRIGATION STRUCTURES WITHIN THE TOME INTERIOR DRAIN. NO APPARENT SIGNS OF ANY EXISTING PRIVATE DITCH WITHIN OR LEADING TO PROPERTY IN QUESTION.	AGREE 1.32 EXEMPTION	\$61.61
21.	34220	HENSON, DEBORAH	LD DIV PLT TR 81B MRGCD MAP & TRACT 2A MRGCD MAP 98, TRACT 2	1.87	1.50	1.87	0.00	NO	NO	NO ACCESS	THERE APPEARS TO NOT BE ANY TURNOUT OR ANY OTHER IRRIGATION STRUCTURES WITHIN THE TOME INTERIOR DRAIN. NO APPARENT SIGNS OF ANY EXISTING PRIVATE DITCH WITHIN OR LEADING TO PROPERTY IN QUESTION.	AGREE 1.50 EXEMPTION	\$70.02

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	CUSTOMER ID & WB FILE NO.	OWNER NAME	LEGAL DESCRIPTION	TOTAL ACREAGE	TOTAL ASSESSED ACREAGE	TOTAL PROTESTED ACREAGE	WATER BANK ACRES	GREENBELT EXEMPTION	ACCESS TO IRRIGATION	BASIS OF PROTEST	GIS REVIEW/FIELD INSPECTION	APPROVED EXEMPTION ACREAGE	AMTS DUE
22.	32759	MARSTON, JANIS C	MAP 102, TRACT 56C1B1B	1.00	0.75	1.00	0.00	NO	NO	NO FIELDS BEING IRRIGATED ANYMORE. LAND HAS BEEN BUILT ON EACH SIDE OF ME AND BEYOND. DITCH NOT NEEDED, DITCH NOT FILLED ANYMORE- WE NEED TO BE REMOVED FROM YOUR PLAT ETC.	NO TURNOUT EXISTING ON THE UPPER ARROYOS ACEQUIA FOR EAST OF PROPERTY. NO SIGNS OF ANY COMMUNITY DITCHES AROUND PROPERTY IN QUESTION.	AGREE .75 AC EXEMPTION	\$0.00
23.	703642	MARTINEZ R LUIS & CYNTHIA L GONZALEZ	MAP 105, TRACT 34A	3.52	3.52	3.52	0.00	NO	NO	WE ARE NOT AWARE OF WATER RIGHTS & THERE IS NO ACCESS THAT WE KNOW OF. WE ARE NOT INTERESTED.	NO TURNOUT EXIST ALONG THE BOSQUE INTERIOR DRAIN, EAST OF THE PROPERTY. RAILROAD EXIST BETWEEN PROPERTY IN QUESTION & MRGCD RIGHT OF WAY, NO SIGNS OF COMMUNITY DITCH OR OTHER IRRIGATION STRUCTURE WITHIN PROPERTY.	AGREE 3.52 AC EXEMPTION	\$0.00
24.	703273	MENDOZA, VICTOR & CAROLYN	MAP 80, RPLT OF LTS 1 & 11 LA SOMBRA SUBD SHWG VACATION OF A PT OF A PRIVATE RD, LOT 1A	2.66	2.66	2.66	0.00	NO	NO	PROPERTY IS NOT BEING USED FOR AGRICULTURAL. ITS USED FOR RESIDENTIAL PURPOSE. NO ACCESS TO IRRIGATION DITCH.	BELEN UPPER RIVERSIDE DRAIN ADJACENT TO PROPERTY. NO SIGNS OF ANY PUMPS OR IRRIGATION STRUCTURES. NO TURNOUT ON THE LOS CHAVEZ ACEQUIA EAST OF PROPERTY OF INTEREST.	AGREE 2.66 AC EXEMPTION	\$1.26
25.	31986	METOYER, ANTHONY E JR & STEPHANIE	MAP 82, BOSQUE VISTA ESTATES, LOT 12	1.52	1.52	1.52	0.00	NO	YES	WE DO NOT NOW NOR IN THE FUTURE USE MRGCD WATER. ON THIS BASIS WE DO NOT WANT TO CONTINUE TO PAY FOR WATER WE DON'T ACCESS.	WATER RIGHTS TRANSFERRED/SOLD. THERE IS TURNOUT OFF THE OTERO LATERAL TO THE PROPERTY OF INTEREST. THE TURNOUT APPEARS TO BE IN POOR CONDITION. THE HEADWALL FOR THE TURNOUT IS ERODED AND THE KEY IS MISSING. NO COMMUNITY DITCH PRESENT.	PARTIALLY AGREE .52 AC EXEMPTION	\$0.00

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26.	34088	MIKELSON, BRIAN	LD DIV TR 41 MRGCD MAP NO 104, TRACT 41A	2.30	1.90	2.30	0.00	YES	YES	I ALLOWED A RENTER TO PERSUADE ME TO SIGN OFF ON WHAT I UNDERSTOOD WAS A TEMPORARY TRANSFER. WATER RIGHTS TRANSFERRED OFF.	WATER RIGHTS SOLD/TRANSFERRED. IRRIGATION IS CURRENTLY PROHIBITED DUE TO WATER RIGHTS TRANSFER PER THE OSE LAYER.	AGREE 1.90 AC EXEMPTION	\$0.00
27.	32060	MIRELES, HUGO & ALMA RANGEL	MAP 88, LD DIV PLT TR 5 LD OF JAMES ZARTMAN, TRACT 5B	1.00	1.00	1.00	0.00	NO	YES	NO ACCESS TO IRRIGATION, NO WAY TO ACCESS IRRIGATION.	NO TURNOUT ON HELL CANYON LATERAL EAST OF PROTESTED PROPERTY. NO SIGNS OF IRRIGATION. TURNOUT OFF HELL CANYON LATERAL NORTH OF PROTESTED PROPERTY IN DISREPAIR. TURNOUT APPEARS TO HAVE SERVED PRIVATE DITCH ON ADJACENT PROPERTY, DITCH NO IN USE.	PARTIALLY AGREE .50 AC EXEMPTION	\$0.00
28.	35043	MONTGOMERY, DAVID ROBERT	MAP 71, AMND LD DIV PLT LD OF DARREN D JEWELL & DON LAUSER, TRACT A	1.86	1.86	1.86	0.00	NO	YES	CULVERT UNDER SERVIS FARM RD NO LONGER IN PLACE. NO ACCESS TO IRRIGATION WATER. NO WATER RIGHTS SOLD BY PREVIOUS OWNER.	WATER RIGHTS SOLD/TRANSFERRED. PRIVATE DITCH ON THE WEST PROPERTY ADJACENT TO PROTESTED PROPERTY. TURNOUT OUTFALLS FROM PERALTA ACEQUIA TO PRIVATE DITCH. PRIVATE DITCH DOES NOT EXTEND BEYOND ADJACENT PROPERTY NO TURNOUT ALONG PERALTA ACEQUIA OR PRIVATE DITCH.	AGREE 1.86 AC EXEMPTION	\$0.00

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29.	4429	MOYA, LORENZO	MAP 66, LD OF LORENZO MOYA, TRACT B2	1.00	1.00	1.00	0.00	NO	NO	I HAVE NEVER USED WATER FROM THE CHICAL LATERAL SINCE IVE OWNED THIS LAND.	PROPERTY IS ADJACENT TO CHICAL LATERAL & TO COMMUNITY DITCH. A TURNOUT OUTFALLS FROM CHICAL TO COMMUNITY DITCH. NO TURNOUT EXISTS FOR PROPERTIES FROM THE CHICAL LATERAL OR THE COMMUNIT DITCH. PROPERTY IS IN MRGCD ISO LOG #3140037.PROPERTY DOES NOT HAVE COMMUNITY DITCH NOR TURNOUT PER OWNER. CULVERT FROM COMMUNITY DITCH UNDER GRAVEL ROAD TO FIELD PIPE NEAR CULVERT OUTLET MAYBE FROM WELL	AGREE 1.00 AC EXEMPTION	\$0.00
30.	31826	MOYA, MARLISSA OR CHARLES GONZALES	MAP 70, TRACT 88B	3.08	3.08	3.08	0.00	YES	NO	I WOULD LIKE TO FILE A PROTEST W/ASSESSMENT DEPT TO OBTAIN RECLASSIFICATION OF MY LAND. I HAVE PD MY WSC DUES FOR OVER 20 YEARS BUT NO WATER IS BEING USED ON IT.THANK YOU FOR YOUR ATTENTION.	THE VALENCIA INTERIOR DRAIN IS WEST TO THE PROPERTY OF INTEREST. NO TURNOUTS EXIST TO SERVE PROPERTY AND NO COMMUNITY DITCH IS PRESENT.	AGREE 3.08 AC EXEMPTION	\$0.00
31.	23062	NUANES, CHARLES, JAMES,ANNA & ROSALES	MAP 73, LD SPLIT OF LDS OF WAYNE BOTTOMS TR B, TRACT B2	1.07	1.07	1.07	0.00	NO	YES	WATER RIGHTS TRANSFERRED OFF. THE PROPERTY HAS NO WATER RIGHTS AS THEY WERE DEDICATED TO THE VILLAGE OF LOS LUNAS IN 1993. PROPERTY NO LONGER HAS SENIOR WATER RIGHTS.	WATER RIGHTS SOLD/TRANSFERRED. IRRIGATION IS CURRENTLY PROHIBITED DUE TO WATER RIGHTS TRANSFER PER OSE LAYER.	AGREE 1.07 AC EXEMPTION	\$49.88

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32.	15114	PADILLA, AMBROSE	MAP 85, RPLT OF LD OF AMBROSE PADILLA & LD OF ERNEST CAREY, TRACT 93B2A	1.42	1.42	1.42	0.00	NO	YES	PROTESTING WATER USAGE THAT I NEVER USED. I DO NOT EVEN HAVE A TURNOUT HAVE NEVER WATER MY PROPERTY.	TURNOUT OFF TOME ACEQUIA IN WORKING CONDITION. NO SIGNS OF DAMAGE. TURNOUT OUTFALLS INTO ADJACENT FIELD CONNECTS TO PRIVATE CONCRETE DITCH. EXISTING PRIVATE DITCH FROM FIGURE #2 FEEDS CONCRETE DITCH ADJACENT TO PROTESTED PROPERTY.	PARTIALLY DISAGREE .79 AC EXEMPTION	\$32.35
33.	28450	PADILLA, DONALD J & GAIL A	MAP 95, EXEMPT LD DIV PLT LD OF ADELA G PADILLA, TRACT 1	7.24	7.24	4.52	0.00	NO	YES	WATER RIGHTS SOLD OFF 4.52 ACRES. ONLY IRRIGABLE WSC ACREAGE = 2.72 ACRES.	WSC IRRIGABLE ACRES = 2.72 & NON-IRRIGABLE ACRES = 4.52 ACCESS TO IRRIGATION EXISTS. NON-IRRIGABLE AREAS HAVE BEEN APPROXIMATED USING 2022 IMAGERY.	AGREE 4.52 AC EXEMPTION	\$0.00
34.	23473	SAIZ, KACI C	MAP 89, LD DIV PLT OF LD OF RICHARD J IPIOTIS, TRACT C4C	1.00	1.00	1.00	0.00	NO	NO	NO ACCESS TO WATER - NO TURNOUT OR CULVERT ON PROPERTY.	NO TURNOUT ON LAS CONSTANCIA ACEQUIA IMMEDIATELY EAST OF PROTESTED PROPERTY. NO SIGNS OF ANY COMMUNITY DITCHES RUNNING THROUGH PROTESTED PROPERTY.	AGREE 1.00 AC EXEMPTION	\$0.00
35.	703895	SANCHEZ, JERICO L	MAP 117, EXEMPT DIV PLT LD OF SANCHEZ REVOCABLE TRUST, TRACT A1B	5.10	5.10	1.00	0.00	YES	YES	IRRIGATED FARMLAND = 4.10 ACRES. HOUSE & ACCESS ROAD = 1.00 ACRE.	IRRIGATED ACRES =4.10 & NON-IRRIGABLE ACRES =1.00. ACRES & ACCESS TO IRRIGATION EXISTS. NON-IRRIGABLE AREAS HAVE BEEN APPROXIMATED USING 2022 IMAGERY.	AGREE 1.00 AC EXEMPTION	\$0.00
36.	33650	SANCHEZ, PAUL C & LAURA MARTINEZ	MAP 88, PLT SHWG BOUNDARY RETRACEMENT TR C LD OF COSME N SANCHEZ JR, TRACT C	4.05	4.05	1.00	0.00	YES	YES	MY HOME IS SITUATED ON ONE ACRE. I ONLY IRRIGATED 3.05 IRRIGATED ACRES.	IRRIGABLE ACRES = 3.05 & NON-IRRIGABLE ACRES = 1.00. ACCESS TO IRRIGATION EXISTS. NON-IRRIGABLE AREAS HAVE BEEN APPROXIMATED USING 2022 IMAGERY.	AGREE 1.00 AC EXEMPTION	\$0.00

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	CUSTOMER ID & WB FILE NO.	OWNER NAME	LEGAL DESCRIPTION	TOTAL ACREAGE	TOTAL ASSESSED ACREAGE	TOTAL PROTESTED ACREAGE	WATER BANK ACRES	GREENBELT EXEMPTION	ACCESS TO IRRIGATION	BASIS OF PROTEST	GIS REVIEW/FIELD INSPECTION	APPROVED EXEMPTION ACREAGE	AMTS DUE
37.	2380	SCHOLLANDER, KEITH D & VICTORIA	MAP 81, TRACT 1A1A1F	5.00	5.00	1.80	0.00	YES	YES	HOME & SHOP BUILT ON LAND. ONLY IRRIGATING 3.20 IRRIGATED ACRES.	IRRIGATED ACRES = 3.20 & NON-IRRIGATED ACRES = 1.80. ACCESS TO IRRIGATION EXISTS. NON-IRRIGABLE AREAS HAVE BEEN APPROXIMATED USING 2022 IMAGERY.	AGREE 1.80 AC EXEMPTION	\$0.00
38.	35005	SIMMONS MOLLIE A & SHANNON MAX SIMMONS	MAP 78, CORRECTED LD DIV PLT SHWG LDS OF JOSI G GUTIERREZ, TRACT A2A1	2.24	2.24	2.24	0.00	YES	YES	MR. KEN WAGNER MOVE THE WATER RIGHTS TO HIS NEW PROPERTY IN 2021.	WATER RIGHTS SOLD/TRANSFERRED. IRRIGATION IS CURRENTLY PROHIBITED DUE TO WATER RIGHTS TRANSFER PER THE OSE LAYER.	AGREE 2.24 AC EXEMPTION	\$0.00
39.	35005	SIMMONS MOLLIE A & SHANNON MAX SIMMONS	MAP 78, CORRECTED LD DIV PLT SHWG LDS OF JOSI G GUTIERREZ, TRACT A2A2	2.55	2.55	2.55	0.00	YES	YES	MR. KEN WAGNER MOVE THE WATER RIGHTS TO HIS NEW PROPERTY IN 2021.	WATER RIGHTS SOLD/TRANSFERRED. IRRIGATION IS CURRENTLY PROHIBITED DUE TO WATER RIGHTS TRANSFER PER THE OSE LAYER.	AGREE 2.55 AC EXEMPTION	\$0.00
40.	35005	SIMMONS, MOLLIE A & SHANNON MAX SIMMONS	MAP 78, CORRECTED LD DIV PLT SHWG LDS OF JOSI G GUTIERREZ, TRACT A2A3	2.98	2.98	2.98	0.00	YES	YES	MR. KEN WAGNER MOVE THE WATER RIGHTS TO HIS NEW PROPERTY IN 2021.	WATER RIGHTS SOLD/TRANSFERRED. IRRIGATION IS CURRENTLY PROHIBITED DUE TO WATER RIGHTS TRANSFER PER THE OSE LAYER.	AGREE 2.98 AC EXEMPTION	\$0.00
41.	28421	SWALLOWS, DEIDRE	MAP 103, TRACT 75	4.40	4.40	4.40	0.00	YES	YES	SOLD WATER RIGHTS ON NOV 30 2020	WATER RIGHTS SOLD/TRANSFERRED. IRRIGATION IS CURRENTLY PROHIBITED DUE TO WATER RIGHTS TRANSFER PER THE OSE LAYER.	AGREE 4.40 AC EXEMPTION	\$77.36

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42.	27911	SYED, ATIQ & RUBINA	LD DIV PLT TR 43A1 MRGCD MAP NO 90, TRACT 43A1A	13.99	6.55	13.99	0.00	YES	NO	THIS LAND IS BARREN & HISTORICALLY HAS NEVER BEEN IN AGRICULTURAL USE. THERE IS NO IRRIGATION DITCH ADJACENT TO THE PROPERTY. BECAUSE OF THE PROPERTY PROXIMITY TO THE RELIEF DRAIN THE WATER TABLE IS HIGH & NATURAL MARSH TYPE PLANTS & CATTAILS ARE GROWING ON MOST OF THE PROPERTY. WE ARE REQUESTING MRGCD NOT TO CHARGE US FOR A SERVICE THAT DOES NOT EXISTS AT THIS PROPERTY.	PERALTA LOWER RIVERSIDE DRAIN ADJACENT TO PROTESTED PROPERTY & NO SIGNS OF ANY PUMPS OR IRRIGATION STRUCTURES FROM DRAIN TO PROTESTED PROPERTY.	AGREE 6.55 AC EXEMPTION	\$306.16
43.	32054	TELLES, ANGEL P JR & JULIANNE	MAP 85, LD DIV PLT LD OF BONNIE L SELVA, LOT 1B1	1.00	1.00	1.00	0.00	NO	YES	WE ARE NOT FARMING THIS ACREAGE WITH THE USE OF THE RIO GRANDE WATERS. WE WATER OUR LAWN USING A SPRINKLER SYSTEM.	TURNOUT OFF TOME ACEQUIA IN WORKING CONDITION NO OBVIOUS SIGNS OF DAMAGE. TURNOUT OUTFALLS TO ADJACENT FIELD AND CONNECTS TO PRIVATE DITCH. PRIVATE DITCH APPEARS TO CONNECT TO CONCRETE DITCH THAT PASSES THROUGH PROTESTED AREA.	PARTIALLY AGREE .65 AC EXEMPTION	\$0.00
44.	33837	TORRES, DAMON & OLIVIA	MAP BF, LD SPLIT OF LD OF STEVE & LINDA HATFIELD, TRACT D1	0.96	0.96	0.96	0.00	NO	YES	WE DO NOT USE THE CONSERVANCY'S WATER BECAUSE WE DO NOT HAVE ACCESS TO THE DITCH, AND WE ALSO DO NO HAVE WATER RIGHTS.	EXISTING TURNOUT WITHIN THE JACKSON ACEQUIA, TURNOUT FEEDS. CONNECTS TO EXISTING CONCRETE COMMUNITY DITCH. PRIVATE DITCH DOES NOT APPEAR TO EXTEND TO PROPERTY IN QUESTION.	AGREE .96 AC EXEMPTION	\$0.00

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	CUSTOMER ID #	OWNER NAME	LEGAL DESCRIPTION	TOTAL ACREAGE	TOTAL ASSESSED ACREAGE	TOTAL PROTESTED ACREAGE	WATER BANK ACREAGE	ACCESS TO IRRIGATION	BASIS OF PROTEST	GIS REVIEW/FIELD INSPECTION	APPROVED EXEMPTION ACREAGE	AMTS DUE
1.	31398	CARRILLO, DAVID A & CATHERINE D	MAP 120, PLT OF DIV OF LD OF REYNALDO CARRILLO, PARCEL A	13.26	13.26	13.26	0.00	YES	SOLD WATER RIGHTS IN 2022	WATER RIGHTS SOLD. IRRIGATION IS CURRENTLY PROHIBITED DUE TO WATER RIGHTS TRANSFER PER THE OSE LAYER.	AGREE 13.26 EXEMPTION	\$0.00
2.	34230	BACA, LEOPOLDO SR & CELESTE GRIEGO	MAP 156, A LD DIV LL LAND & CATTLE LTD CO, TRACT 7	3.94	3.94	3.94	0.00	NO	OUR PROPERTY DOES NOT HAVE A TURNOUT AND HAS NEVER HAD ACCESS TO MRGCD WATER. THE LAND HAS NOTHING ON IT CURRENTLY AND IS VACANT.	WATER RIGHTS SOLD/TRANSFERRED. IRRIGATION IS CURRENTLY PROHIBITED DUE TO WATER RIGHTS TRANSFER PER THE OSE LAYER.	AGREE 3.94 EXEMPTION	\$184.25
3.	703945	HEILMAN, TAWANNA	MAP 163, RPLT OF PARCEL A OF PROPERTY OF STRALEY, PARCEL A2	3.52	3.52	3.52	0.00	NO	THIS PROPERTY CLASS IS RESIDENTIAL. NO TURNOUTS ON THIS PROPERTY. MANY OLD STRUCTURES, BARNES, HORSE STALLS, HOUSES. I HAVE NO ENTERED INTO A WSC CONTRACT.	NO TURNOUT EXISTS IN THE LUIS LOPEZ ACEQUIA WEST OF PROPERTY IN QUESTION. THERE IS AN EXISTING ELECTRIC PUMP THAT APPEARS TO PUMP WATER TOWARD PROPERTY. NO EXISTING PRIVATE DITCHES WITHIN PROPERTY.	PARTIALLY AGREE 1.10 AC EXEMPTION	\$0.00
4.	12549	JONES, NETTIE & CLIFFORD	MAP 167, TRACT 31	2.38	2.38	0.38	0.00	YES	ROAD & IMPROVEMENTS	ACCESS TO IRRIGATION. IRRIGABLE, NON-IRRIGABLE AREAS TO BE DEFINED USING 2022 IMAGERY. IRRIGABLE ACREAGE = 2.00 AC NON-IRRIGABLE ACREAGE = .38 AC	AGREE .38 EXEMPTION	\$0.00
5.	12549	JONES, NETTIE & CLIFFORD	MAP 167, TRACT 32	2.71	2.71	0.25	0.00	YES	ROAD & IMPROVEMENTS	ACCESS TO IRRIGATION. IRRIGABLE, NON-IRRIGABLE AREAS TO BE DEFINED USING 2022 IMAGERY. IRRIGABLE ACREAGE = 2.46 AC NON-IRRIGABLE ACREAGE = .25 AC	AGREE .25 EXEMPTION	\$0.00
6.	12549	JONES, NETTIE & CLIFFORD	MAP 167, PLT OF DIV OF LD OF CLIFFORD J & NETTIE L JONES, PARCEL C	29.12	29.12	2.50	0.00	YES	ROADS & IMPROVEMENTS	ACCESS TO IRRIGATION. IRRIGABLE, NON-IRRIGABLE AREAS TO BE DEFINED USING 2022 IMAGERY. IRRIGABLE ACREAGE = 26.62 AC NON-IRRIGABLE ACREAGE = 2.50 AC	AGREE 2.50 EXEMPTION	\$0.00
7.	12549	JONES, NETTIE & CLIFFORD	MAP 167, PLT OF DIV OF LD OF CLIFFORD J & NETTIE L JONES, PARCEL B	6.09	6.09	2.05	0.00	YES	ROADS & IMPROVEMENTS	ACCESS TO IRRIGATION. IRRIGABLE, NON-IRRIGABLE AREAS TO BE DEFINED USING 2022 IMAGERY. IRRIGABLE ACREAGE = 4.04 AC NON-IRRIGABLE ACREAGE = 2.05 AC	AGREE 2.05 EXEMPTION	\$0.00

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8.	703971	MELENDEZ, HEBER D D	MAP 124, TRACT 71B	3.00	3.00	2.00	0.00	YES	ONLY IRRIGATE ONE ACRE THERE ARE COWS AND HORSES ON OTHER TWO ACRES	ACCESS TO IRRIGATION. IRRIGABLE, NON-IRRIGABLE AREAS TO BE DEFINED USING 2022 IMAGERY.	AGREE 2.00 AC EXEMPTION	\$0.00
9.	6337	PADILLA, FELIX & BRENDA	MAP 176, COURT ORDERED EXEMPT SUBD PLT OF PARCEL A1A, PARCEL A1A2	5.81	5.81	5.81	0.00	YES	THE ABOVE PARCEL OF LAND CONSISTING OF 5.81 AC WAS WHAT WAS ALLOTTED TO US AFTER THE BANKRUPTCY WHICH WAS FINAL THE LATTER PART OF 2016. THE REST OF THE PROPERTY WAS SOLD TO THE GREENWOOD FAMILY AT THAT TIME. THIS 5.81 AC PARCEL IS NOT & HAS NOT BEEN IRRIGATED. I FULLY PROTEST THIS LIEN DUE TO THE FACT THAT THIS LAND HAS NOT BEEN IRRIGATED. THIS PARCEL CONSISTS OF A HOUSE & OTHER OUT BUILDINGS.	TURNOUT NORTH OF PROPERTY APPEARS TO BE IN DISREPAIR, SECOND TURNOUT LOCATED SOUTH OF PROPERTY IN QUESTION ALSO APPEARS TO BE IN DISREPAIR, BUT IT APPEARS IT HAD ONCE CONNECTED TO PRIVATE EARTHEN DITCH ADJACENT TO PROPERTY IN QUESTION.	PARTIAL AGREE 4.31 AC EXEMPTION	\$2,467.85
10.	19248	SIMON, MARK L & MARY D WEATHERS	MAP 172, PLT OF LD OF MARK L SIMON & MARY D WEATHERS, PARCEL B	29.75	26.62	29.75	0.00	YES	UNABLE TO WATER FIELDS BECAUSE WATER BANK IS NOT IN EFFECT, AND NO WATER SERVICE	WATER RIGHTS SOLD/TRANSFERRED. IRRIGATION IS CURRENTLY PROHIBITED DUE TO WATER RIGHTS TRANSFER PER THE OSE LAYER.	AGREE 26.62 AC EXEMPTION	\$0.00
11.	703281	WALKER ANN MARIE	MAP 156 TRACT 31B1A2	5.79	5.79	0.24	0.00	YES	ONLY PROTESTING .24 ACRES. CURRENTLY IRRIGATING 5.55 ACRES.	ACCESS TO IRRIGATION. IRRIGABLE, NON-IRRIGABLE AREAS TO BE DEFINED USING 2022 IMAGERY.	AGREE .24 AC EXEMPTION	\$0.00

2023 SANDOVAL COUNTY WATER SERVICE CHARGE CONTRACT LEDGER

	OWNER NAME	LEGAL DESCRIPTION	UPC CODE	ACREAGE TOTAL	ASSESSED IRRIGATED ACREAGE	IMPROVEMENTS - NON-IRRIGATED ACREAGE
1.	DAVIS, JORDAN CLANCY & ASHLEY DANIELLE KING	MAP 21, PLT OF LDS OF DOWNEY & TAYLOR, SELY PT OF TR A	101506621652420522	0.19	0.19	0.00
2.	GUTIERREZ, LEONARD & ROSALIE	MAP 11, PLT OF TRS A, B & C LDS OF RUTH POPE JENNINGS, TRACT C	102007213141620520	1.50	1.00	.50
3.	NOBLE, PEGGY	MAP 18, PLT OF LAS CORRALITAS SUBD UNIT 1, LOT 12	101506729427740419	0.95	0.95	0.00
4.	ROMERO, STEVE & ELAINE	MAP 4, LD DIV PLT LDS OF ROMERO & LEYBA, TRACT A	103109008538920109	1.13	1.13	0.00
5.	SPARKING MOOLAH c/o ALISTER GONZALES	MAP 4, TRACT 53B	103109024125100000	35.03	0.50	34.53
6.	SPARKING MOOLAH c/o ALISTER GONZALES	MAP 4, TRACT 55	103109029722500000	5.17 (3.57 AC BEN)	2.00	3.17
7.	SPARKING MOOLAH c/o ALISTER GONZALES	MAP 4, TRACT 56	10310902862100000	1.12	0.50	.62

2023 BERNALILLO COUNTY WATER SERVICE CHARGE CONTRACT LEDGER

	OWNER NAME	LEGAL DESCRIPTION	UPC CODE	ACREAGE TOTAL	ASSESSED IRRIGATED ACREAGE	IMPROVEMENTS - NON-IRRIGATED ACREAGE
1.	ANTONIO, WILLIAM & DENISE	MAP 38, MAES SUBD OF LT 28 REGINA ADDN, LOT 28A	101105852314240922	0.19	0.19	0.00
2.	ARCHULETA, ANTHONY & ROSARITA	MAP 33, ROSSITER TR NO 4 ADDN, LOT 32 & LOT 33 (combine)	101406029946511703	0.38	0.25	.13
3.	ARCHULETA, FRANCISCO & CLAUDETTE	MAP 48, AMND SUN STAR ADDN, LOT 8	101105324728410109	1.00	0.50	.50
4.	BACA, FRANK & SUSAN	MAP 42, MECHENBIER MANOR, LOT 4	101205613408030236	0.54	0.33	.21
5.	BANTEAH, REYNA & NATHANIEL SMITH	MAP 41, TRACT 275C2	101305622503030552	0.78	0.50	.28
6.	BARNES, HEATHER & BRIAN BODE	ST JOHN SUBD OF TR 63A1A MRGCD MAP 34, TRACT 2	101306035927110104	0.32	0.15	.17
7.	BETZEN, REBECCA M & GARY MONTOYA	MAP 29, LEE ACRES SUBD NO 2, LOT 1, BLK 2	101406226905230508	0.32	0.16	.16
8.	BRIGHT EYES PROPERTY 2 LLC c/o ELI & MELANIE LUDWIG	MAP 27, LD OF TIJERAS PLACE IMPROVEMENT CO, TRACT B, TRACT C & TRACT D (combine)	101506311745720833	1.23	0.70	.53
9.	BUCHANAN, WHITNEY	MAP 57, PLT OF LTS A & B LDS OF WHITNEY BUCHANAN, LOT A	101004922142120209	3.53	2.25	1.28
10.	BUNKER, MILO	MAP 32, SANDIA PLAZA SUBD, BLK 12 LOT 25	101406136613941225	0.36	0.25	.11

2023 BERNALILLO COUNTY WATER SERVICE CHARGE CONTRACT LEDGER

	OWNER NAME	LEGAL DESCRIPTION	UPC CODE	ACREAGE TOTAL	ASSESSED IRRIGATED ACREAGE	IMPROVEMENTS - NON-IRRIGATED ACREAGE
11.	CENTER FOR ACTION & CONTEMPLATION INC	MAP 42, TRACT 11A1A1 EXC PT TO R/W	101205636341610805	0.81	0.40	.41
12.	CENTER FOR ACTION & CONTEMPLATION INC	MAP 42, PLT OF SADORA GARDENS SUBD, LOT 2	101205630845310716	0.50	0.25	.25
13.	CHASE, AMY	MAP 23, TRACT 116A (AKA WLY PT OF TR 116)	101606551722641023	1.10	0.30	.80
14.	LAWRENCE & LIZBETH MARTINEZ	MAP 39, PLT OF RANCHO RICO SUBD, LOT 1	101205735711540711	0.61	0.25	.40
15.	CHAVEZ, NOE T & LETICIA Y	MAP 23, TRACTS 118A2, 119A2, 120A2, 121A2 (AKA ELY 173FT OF THE WLY 346FT OF TRS 118A,119A,120A &121A)	101606549521341015	0.65	0.65	0.00
16.	CORDOVA, PRISCILLA	MAP 27, PLT OF TRS A & B OF LDS OF PRISCILLA CORDOVA, TRACT A	101506336031210209	0.22	0.22	0.00
17.	DAWSON, BRIAN D & JESSICA	MAP 32, LEATHERWOOD ADDN, BLK 1, LOT 9	10140614132410129	0.46	0.25	.21
18.	DOW, HOWARD L & MARY	MAP 45, PLT FOR LTS 19A, 20A, 21A, 21B ROSSMOOR ADDN, LOT 19A	101305427304140329	0.33	0.33	0.00
19.	DOW, HOWARD L & MARY	MAP 45, PLT FOR LTS 19A, 20A, 21A, 21B ROSSMOOR ADDN, LOT 20A	101305427303540308	0.33	0.33	0.00
20.	DOW, HOWARD L & MARY	MAP 45, PLT FOR LTS 19A, 20A, 21A, 21B ROSSMOOR ADDN, LOT 21A	101305427302940307	0.33	0.33	0.00

2023 BERNALILLO COUNTY WATER SERVICE CHARGE CONTRACT LEDGER

	OWNER NAME	LEGAL DESCRIPTION	UPC CODE	ACREAGE TOTAL	ASSESSED IRRIGATED ACREAGE	IMPROVEMENTS - NON-IRRIGATED ACREAGE
21.	DURAN, IRENE	MAP 34, LOIS ADDN, LOT 9	101306037650310835	0.25	0.25	0.00
22.	FAIRE, CHERI	MAP 23, BOSQUE DEL SOL SUBD, BLK 2 LOT 15	101506548949110539	1.00	0.70	.30
23.	GALLEGOS, HENRY ETUX	MAP 27, LDS OF THE ESTATE OF CLYDE BEAMAN, LOT 2	101506347741611103	0.50	0.50	0.00
24.	GALVEZ, MARIO I & JENNY	MAP 29, BLANCHE P DOKKEN'S SUBD, LOT F	101506209219531006	0.42	0.15	0.00
25.	GARCIA, EDWARD & PEARL C	MAP 53, LTS 1,2,3 & 4 ROYS REDIVISION, LOT 3	101005147019210235	1.00	0.85	.15
26.	GARCIA, MICHAEL C & THERESA M TRUSTEES GARCIA FAMILY TRUST	MAP 41, PLT SHWG LDS OF CLARENCE GEIGER HARRY BRUCE & ROY A KISSMAN, LOT 3 & LOT 4 (combine)	101305603800630105	0.83	0.40	.43
27.	GONZALES, LAURIE J & THOMAS P GRIEGO	MAP 32, LEATHERWOOD ADDN, BLK 2, LOT 12	101406138935310701	0.50	0.25	.25
28.	GREINER, AARON M	MAP 36, MCDONALD ACRES UNIT 3, S 75' OF LOT 52	101405912545420920	0.16	0.16	0.00
29.	GRIEGO, GERARD J & YOLANDA	MAP 43, PLT OF VALLEY GROWERS SUBD NO 2, NLY PT OF LOT 5	101205509006730347	0.48	0.24	.24
30.	GRIEGO, GERARD	MAP 46, PLT OF VALLEY GROWERS SUBD NO 2, SLY PT OF LOT 5	101205508606130346	0.47	0.21	.26

2023 BERNALILLO COUNTY WATER SERVICE CHARGE CONTRACT LEDGER

	OWNER NAME	LEGAL DESCRIPTION	UPC CODE	ACREAGE TOTAL	ASSESSED IRRIGATED ACREAGE	IMPROVEMENTS - NON-IRRIGATED ACREAGE
31.	GUADALUPE VILLAGE HOMEOWNERS	MAP 29, CORRECTED & AMND GUADALUPE VILLAGE, BLK 3 LOT B1	101406240300141401	0.41	0.41	0.00
32.	GURULE, JERRY L & SUZANNE	MAP 22, CORRECTED REDIVISION LDS OF EFIFANIO GURULE, TRACT D	101506552509940533	0.56	0.42	.14
33.	GURULE, JOSE C	MAP 22, CORRECTED REDIVISION LDS OF EFIFANIO GURULE, TRACT C	101506551210340532	0.56	0.25	.31
34.	GUZMAN, CECILIO L & MACARIO L GUZMAN	MAP 52, TRACT 22B3	101005221928620301	1.62 AC (1.39 AC BEN)	1.00	.62
35.	GUZMAN, CECILIO L & MACARIO L GUZMAN	MAP 52, TRACT 22B4	101005222628620302	0.74	0.50	.24
36.	HALL, JENNIFER D	MAP 31, TRACTS 34A1A1, 34A2A2, 34C2A1 (combine)	101306146123541117	0.46	0.46	0.00
37.	HUSSACK, LUCAS	MAP 48, DEL RIO ACRES UNIT 1, W 75FT OF LT 65	101105344339510627	0.49	0.25	.24
38.	IJADI, SIMA & JULIAN SANCHEZ SARAH & MOHAMAD IJADI	MAP 34, VALLEY HAVEN ADD, LOT 12	101306007139920410	0.77	0.77	0.00
39.	JARRETT, DAVID A & KARA MCARTHUR	MAP 35, PLT OF TR A1 LDS OF AL JARRETT AND TR A LDS OF TOBIAS J GRIEGO, TRACT A	101305915445420507	0.45	0.30	.15
40.	JORDAN, SCOTT W & RETTA R	MAP 27, PLT FOR TRS A1A & A1B LDS OF SCOTT W & REITA R JORDAN, TRACT A1A	101406336909840173	1.00	1.00	0.00

2023 BERNALILLO COUNTY WATER SERVICE CHARGE CONTRACT LEDGER

	OWNER NAME	LEGAL DESCRIPTION	UPC CODE	ACREAGE TOTAL	ASSESSED IRRIGATED ACREAGE	IMPROVEMENTS - NON-IRRIGATED ACREAGE
41.	JORDAN, SCOTT W & RETTA R	MAP 27, PLT FOR TRS A1A & A1B LDS OF SCOTT W & REITA R JORDAN, TRACT A1B	101406340309340174	1.13	0.25	.88
42.	KAYHAN, ARMIN	MAP 43, LA FONT SUBD, BLK 1 LOT 15 EXC E 60.5 FT & LOT 16	101305607306230430	0.63	0.25	.38
43.	LACY, SHARON	MAP 31, RPLT OF LD BELONGING TO BAXTER & MEHL, LOT 1	101406101421630724	0.75	0.75	0.00
44.	LANE, SHANA & JON DELLIOS	MAP 29, SCHULTE ACRES, W 70' OF LOT 6 & LOT 7 (combine)	101406251340410614	1.12	0.50	.62
45.	LECHUGA, GILBERT R	MAP 34, TRACT 120F	101306022344421410	0.70	0.25	.45
46.	MAESTAS, DANIEL	MAP 33, MAJOR ACRES SUBD, LOT 18	101406008315230666	0.42	0.34	.08
47.	MARTINEZ, RUBEN	MAP 39, LA MEDIA ADDN, LOT 6	101205729546010822	0.25	0.25	0.00
48.	MEADOWS, LYLA	MAP 43, TRACT 165A3B	101105519212230950	1.94	0.75	1.19
49.	MENDEZ, ANDRES G	MAP 57, PLT OF OF LTS A, B, & C LDS OF MORRIS & PIERCE, LOT B	101104900924920101	1.00	0.25	.75
50.	MIERA, STEVEN	MAP 46, RANCHOS ESCONDIDOS ADDN, BLK A LOT 18	101205447123740912	0.84	0.25	.59
51.	MONTANO, BERNIE	MAP 52, TRACT 9B1A10	101105234206140129	0.50	0.25	.25
52.	MONTOYA, DANIEL A & DEBRA M FUENTES	MAP 46, TRACT 8A1A	101205401351120806	0.49	0.49	0.00

2023 BERNALILLO COUNTY WATER SERVICE CHARGE CONTRACT LEDGER

	OWNER NAME	LEGAL DESCRIPTION	UPC CODE	ACREAGE TOTAL	ASSESSED IRRIGATED ACREAGE	IMPROVEMENTS - NON-IRRIGATED ACREAGE
53.	MULLER, JENNIFER P & CYNTHIA RICHARDS	AMND SUBD MAP OF TRS 2A & 2C MRGCD MAPS 26 & 30 & LTS 8 & 9 THOMAS HERRERA ADDN TINNIN FARMS, LOT 59	101306244649310901	1.14	0.75	.39
54.	NEWLAND, SCOTT & PATRICIA ALLAIRE	MAP 51, SOUTHSIDE FARMS LT 7	101205215043520315	1.61	0.25	1.36
55.	NOSSITER, CELESTE	MAP 56, TRACT 5A2B1B	101105028349820628	1.57	1.00	.57
56.	REINSTEIN, ROBERTA	MAP 36, FORAKER GARDENS, BLK 1 LOT 8	101405914541320640	0.30	0.25	.05
57.	SCHOENBURG, PETER BENJAMIN	MAP 31, RPTL OF LD BELONGING TO BAXTER & MEH, LOT 2	101306152722141122	0.57	0.50	.07
58.	TORREZ, DANIEL R & STEPHANIE FISCHER	MAP 60, LDS OF RONALD NUSSBAUM LTS A & B , LOT A	101104811351020937	1.36	0.50	.86
59.	TRUJILLO, GILBERT & FRANCES C TRUSTEE	MAP 29, SCHULTE ACRES, LOT 20	101406239342010601	0.75	0.57	.18

2023 VALENCIA COUNTY WATER SERVICE CHARGE CONTRACT LEDGER

	OWNER NAME	LEGAL DESCRIPTION	UPC CODE	ACREAGE TOTAL	ASSESSED IRRIGATED ACREAGE	IMPROVEMENTS - NON-IRRIGATED ACREAGE
1.	CHAVEZ, CHRIS & JOE	MAP 87, TRACT 59A2 & 59B2 (combine)	100803345111800000	1.50	0.75	.75
2.	CHAVEZ, FERNANDEZ	MAP 97, TRACT 197B	100602933728000000	3.93	3.50	.43
3.	CHAVEZ, RODNEY & MICHELLE	MAP 111 TRACT 11	10080221594600000	3.01	1.37	1.64
4.	CORDERO, JOHN C & DARLENE D	MAP 70, LD DIV PLT LD OF JO ANNE BOWMAN JO MARIE BALOCK & CORA LEE HERNANDEZ CO-TRUSTEES OF THE MCDANIEL FAMILY TRUST, TRACT A	101202392824800000	2.99	2.99	0.00
5.	CORDERO, JOHN C & DARLENE D	MAP 70, LD DIV PLT LD OF JO ANNE BOWMAN JO MARIE BALOCK & CORA LEE HERNANDEZ CO-TRUSTEES OF THE MCDANIEL FAMILY TRUST, TRACT B	101203933023100000	2.00	1.50	.50
6.	CRAIG, PRESTON	MAP 90, PLT SHWG SPLIT OF LD OF CURTIS L & PATTI K KELLING, TRACT 104C	100703243109100000	2.01	1.60	.41
7.	CRUCES, JUAN SR & LUCY BONITA	MAP 77, LD DIV PLT LTS C1, C2, C3, C4 AND D1 LDS OF BRUCE WINCLECHTER, LOT C4	101203738327300000	1.51	1.17	.34

2023 VALENCIA COUNTY WATER SERVICE CHARGE CONTRACT LEDGER

	OWNER NAME	LEGAL DESCRIPTION	UPC CODE	ACREAGE TOTAL	ASSESSED IRRIGATED ACREAGE	IMPROVEMENTS - NON-IRRIGATED ACREAGE
8.	DENEEN, GREGORY & EDITH	MAP 87, PLT SHWG SPLIT OF LD OF LEROY J & COLETTA A DORAN, TRACT 36B1A	100703311734400000	1.96	1.00	.96
9.	ENCINIAS, VANESSA & KYLE M	MAP 105, TRACT 77B2	100702540101700000	3.01	3.01	0.00
10.	FARLESS, JUSTIN J	MAP 68, PLT SHWG LEVEL ACRES ESTATES, LOT 6	100904001231000000	0.50	0.50	0.00
11.	FOUCH, FORREST T & LINDA J	MAP 70, LD DIV OF LD OF JO ANNA LEE ROGERS, TRACT A	101103912229500000	2.53	2.00	.53
12.	GRIEGO, DAVID LEE	MAP 67, RPLT OF LDS OF LEILANI BLACKWELL, TRACT A	101004006429400000	0.20	0.20	0.00
13.	JARAMILLO, BERNICE	MAP 99, TRACT 107A1	100802803811600000	0.49	0.33	.16
14.	KAUPULEHU LAND LLC c/o JOHN METZLER	PLT SHWG SUBD OF TR 6E1A1 MRGCD MAP NO BF, TRACT 6E1A1A	101204107512500000	2.18	2.00	.18
15.	MARTINEZ, JUSTIN A & JASMINE G	MAP 95, PLT SHWG SPLIT OF LDS OF CLARA JEWEL STEWART, TRACT C	100803010208700000	0.95	0.80	.15
16.	MCMILLAN, CHRISTOPHER & ANGELA	MAP BF, TRACT 34A3A1B1A	101004237330500000	2.05	1.94	.14
17.	MUNOZ, ARMANDO	MAP 87, LOS CHAVEZ FARMS, SUBD LOT 5	100803309710600000	1.00	1.00	0.00

2023 VALENCIA COUNTY WATER SERVICE CHARGE CONTRACT LEDGER

	OWNER NAME	LEGAL DESCRIPTION	UPC CODE	ACREAGE TOTAL	ASSESSED IRRIGATED ACREAGE	IMPROVEMENTS - NON-IRRIGATED ACREAGE
18.	ROMERO, ANTHONY PAUL	MAP 93, RPLT OF TR D LD OF FLORA BACA, TRACT D2	100903131251500000	0.86	0.86	0.00
19.	SANCHEZ, DANIEL & DORIS	MAP 70, TRACT 105D2B	101203914309700000	2.07	2.07	0.00
20.	SANCHEZ, RAYMOND & SHIRLEY	MAP 102, RPLT OF LT 8 JOHN CALDWELL SUBD, LOT 8B	100802714544300000	0.29	0.29	0.00
21.	SANCHEZ, RONALD G	MAP 112, TRACT 76B2A1	100702209814400000	2.16	1.00	1.16
22.	SANCHEZ, STEVE M & KLAUDIA	MAP 88, TRACT 90E	100903348211400000	0.50	0.50	0.00
23.	SCHOLLANDER, KEITH D & VICTORIA	MAP 81, PLT SHWG SPLIT OF G SCRIVNER, TRACT A	100803505439800000	2.00	1.75	.25
24.	VALVERDE, MARVIN & TERESA	MAP 69, PLT SHWG SPLIT OF LD OF MARVIN W VALVERDE & TERES M VALVERDE, TRACT D	100903932016000000	1.14	0.95	.19
25.	WAGNER, KENNETH R & MARGO M	MAP 79, AMND RPLT OF SUBD PLT OF LA VIDA SUERTE COUNTRY ESTATES, LOT 20	101103522735000001	3.03	1.70	1.33
26.	WAGNER, KENNETH R & MARGO M	MAP 79, AMND RPLT OF SUBD PLT OF LA VIDA SUERTE COUNTRY ESTATES, LOT 21	101103525134800001	3.19	3.19	0.00
27.	WEBB, CHRISTOPHER & THOMAS	MAP 72, PLT SHWG THE SUN VALLEY RANCH HOMES SUBD, LOT 24	1010038478108	0.50	0.50	0.00
28.	WRIGHT, JOEL S & ELISSA MARIA	TRACT 1 LDS OF ROBERT SANCHEZ, LOT A	100903426026300000	0.77	0.36	.41

2023 VALENCIA COUNTY WATER SERVICE CHARGE CONTRACT LEDGER

	OWNER NAME	LEGAL DESCRIPTION	UPC CODE	ACREAGE TOTAL	ASSESSED IRRIGATED ACREAGE	IMPROVEMENTS - NON-IRRIGATED ACREAGE
29.	WRIGHT, JOEL S & ELISSA MARIA	TRACT 1 LDS OF ROBERT SANCHEZ, LOT B	100903426026400000	0.89	0.89	0.00
30.	WRIGHT, JOEL S & ELISSA MARIA	TRACT 1 LDS OF ROBERT SANCHEZ, LOT C	100903424826200000	0.81	0.25	.56

2023 SOCORRO COUNTY WATER SERVICE CHARGE CONTRACT LEDGER

	OWNER NAME	LEGAL DESCRIPTION	UPC CODE	ACREAGE TOTAL	ASSESSED IRRIGATED ACREAGE	IMPROVEMENTS - NON-IRRIGATED ACREAGE
1.	BENAVIDEZ, COONEY	MAP 161, TRACT 19D1	100502920000000000	14.77	12.00	2.77
2.	GABALDON, CHARLES & YOLANDA	PLT OF DIV OF TR 66 MRGCD MAP NO 124, TRACT A	100502244040600000	9.76	7.11	2.65
3.	BELLOW, JOANNE	MAP 136, TRACT 52	002900304500000000	0.48	0.25	.23
4.	BELLOW, JOANNE	MAP 136, TRACT 63A	002900305700000000	1.55	0.25	1.30



Memorandum

To: MRGCD Chair Russo-Baca and Board of Directors
Through: Jason M. Casuga, Chief Engineer/CEO
From: Human Resources
Date: September 11, 2023
Re: Introduction of New Hires and Job/Title Changes

Belen Division

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

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

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

JOSE	CONTRERAS-ALVARADO	AGRICULTURE IRRIGATION SPECIALIST	10/2/2023
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Memorandum

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

From: Richard DeLoia, Chief Procurement Officer *RD*
 Alicia Lopez, Engineering & Mapping Manager *AL*

Date: September 7, 2023

Re: Socorro Main Canal North Channel Lining Water Trust Board Project

MRGCD staff is recommending approval of the Socorro Main Canal Reconstruction Phase I Project Bid, procured by Wilson & Company Inc. dated September 6, 2023, as funded through Water Trust Board Grant No. 5675. Wilson & Company, Inc. has accepted through the request for bid process, CF Padilla LLC as the lowest responsible bidder and recommends award of a \$5,319,722.88 (including NMGRT) contract for the Base Bid (Shotcrete Option). Please refer to the attached Socorro Recommendation of Award Letter from Wilson & Co. Inc and the summary table below.

Wilson & Company, Inc. is forecasting there will be \$1,801,324.62 remaining in the grant funded project budget. The current project will construct 5,000 feet of channel lining. With the remaining funds, an additional 1,600 feet of channel lining can be completed. If construction timeline allows, MRGCD staff is also requesting approval to proceed with additional project spending up to the remaining grant funding of \$1,801,324.62.

VENDOR	BID (ITEMS 1-35) + NMGRT	GRAND TOTAL	BID ALTERNATE (SUB. CONCRETE)	GRAND TOTAL
CF Padilla LLC	\$5,006,798.00 + \$312,924.88 Tax	\$5,319,722.88	\$5,193,698.00 + \$324,606.13 Tax	\$5,518,304.13
Compass Engineering	\$5,638,885.00 + \$352,430.31 Tax	\$5,991,315.31	\$5,718,985.00 + \$357,436.56 Tax	\$6,076,421.56
Engineers Estimate	\$6,148,675.00 + \$384,292.19 Tax	\$6,532,967.19	\$6,282,175.00 + \$392,635.94 Tax	\$6,674,810.94

7 September, 2023

Mr. Jason Casuga, PE
Chief Engineer / CEO
Middle Rio Grande Conservancy District (MRGCD)
1931 2nd Street Southwest
Albuquerque, NM 87102

Dear Mr. Casuga:

Presented herein is Wilson & Company, Inc.'s recommendation for the Award of the Socorro Main Canal Reconstruction Phase I Project. Bids were opened on September 6th, 2023 at 10:00 a.m. Both CF Padilla and Compass Engineering responded to the Advertisement for Bids. Bid tabulations detailing the unit prices and comparisons are attached.

Overall Evaluation of Bids Received

Wilson & Company reviewed the award based on MRGCD requesting to award the lesser of the Base Bid and the Additive Alternate 1. Following the requirements from the Specification and Contract Documents, CF Padilla, is the apparent low responsive bidder, based on our evaluation. There were no errors in either bid submitted. The amounts of the bids received, without gross receipts tax is summarized in Table 1.

BIDDER	BASE BID AS READ (BID ITEMS 1-35)	BASE BID WITH ADDITIVE ALTERNATE 1 (BID ITEMS 1- 36 MINUS BID ITEM 7)
CF Padilla	\$5,006,798.00	\$5,193,698.00
Compass Engineering	\$5,638,885.00	\$5,718,985.00
Engineers Estimate	\$6,148,675.00	\$6,282,175.00

In review of the bid tab a couple of the bid items that make up the difference between the engineers estimate and the bid of CF Padilla are as follows:

Item #1 - Mobilization

The Engineer's estimate was \$560,000.00, CF Padilla's bid was \$321,000.00. Compass' bid was \$146,300.00. This resulted in a difference between CF Padilla and the engineer's estimate of \$239,000.00.

Item #7 - 6" PCC Shotcrete

The Engineer's estimate was \$140/SY, CF Padilla's bid was \$114/SY. Compass' bid was \$137/SY. This resulted in a difference between CF Padilla and the engineer's estimate of \$694,200.00.

Item #34 – Bypass Pumping, Mobilization/De-mobilization

The Engineer's estimate was \$50,000/EA CF Padilla's bid was \$2,000/EA. Compass' bid was \$900/EA. This resulted in a difference between CF Padilla and the engineer's estimate of \$192,000.00.

These 3 items make up the main portion of the difference between CF Padilla and the Engineer's estimate. Mobilization typically ranges between 5-10% of the construction cost. While Compass seems a little low

at 3% both CF Padilla and the Engineer Estimate are within that range. The shotcrete item is the largest difference of the items. The estimate from the engineer and Compass was within \$3/SY, while CF Padilla was \$26/SY less than the engineers estimate. Since this bid item is the largest cost of the job the difference is significant. The bypass pumping item engineer’s estimate was based on past bid tabs and due to the low bids of both contractors they were not required to list a subcontractor so it is unclear if the contractors will self-perform this work. The engineer’s estimate was based a subcontractor performing work and having to mobilize from outside the project area.

Recommendation

Based upon the responsive bids received to the Advertisement for Bids and our analysis of the certified Bid Tabulation, we recommend the award of the Socorro Main Canal Reconstruction Phase I Project in the total amount of Base Bid **\$5,006,798.00** (excluding NMGR) to CF Padilla, LLC. Furthermore, their submittal is in compliance with the specifications and contract documents. CF Padilla, LLC is a New Mexico Contractor and has the appropriate license, GF01, GF02, GF03, GF04, GF05, GF07, GF08, GF09, & GA98 License Number #378495 to perform the work and is in good standing with appropriate forms submitted. In addition, these bid prices appear to show that prices may be coming down, we have not seen prices like this since before COVID. We have verified with CF Padilla that they are confident with their bid and are ready to execute a contract.

Grant Spending Update

Below is a table recapping the entire Water Trust Board Grant spending to date:

Description	Total
NMFA Grant	\$7,155,000.00
MRGCD Match	\$1,073,250.00
Total Project Budget	\$8,228,250.00
Planning	\$330,438.39
Design	\$587,411.74
Total Planning & Design	\$917,850.12
Construction Administration (<i>Pending Approval</i>)	\$189,352.38
Construction (<i>Pending Approval</i>)	\$5,319,722.88
Total Construction	\$5,509,075.26
Remaining Project Budget	\$1,801,324.62

From the table above currently, we are forecasting there will be \$1,801,324.62 remaining to be spent to exhaust the entire project budget. The currently bid project will construct 5,000 feet of channel lining. With the remaining funding we anticipate that an addition 1,600 feet of channel lining can be completed.

If you have any questions, please feel free to contact me at office no. (505)-348-4053 or mobile no. (505)-400-0507.

WILSON & COMPANY



Christopher A. Perea, PE
Construction Operation Manager

Enclosures: *Bid Tabulation*
cc: File, CAP



Memorandum

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

From: Richard DeLoia, Chief Procurement Officer *RD*
Alicia Lopez, Engineering & Mapping Manager *AL*

Date: September 7, 2023

Re: Socorro Main Canal North Channel Lining Construction Administration

MRGCD staff is requesting approval of the Socorro Main Canal North Channel Lining Project Construction Administration Task Order in the amount of \$189,352.38 including NMGRT. This task order will be awarded per MRGCD Engineering On-Call Contracts obtained through the Request for Proposals process. This is part of Water Trust Board Project No. 5675, awarded to the MRGCD in May of 2022.

VENDOR	TOTAL & NMGRT	GRAND TOTAL
WILSON & COMPANY	\$175,929.00 + \$13,423.38 NMGRT	\$189,352.38

September 6, 2023

Ms. Alicia Lopez, PE
Engineering and Mapping Manager
Middle Rio Grande Conservancy District
1931 Second Street, S.W.
Albuquerque, NM 87102

Re: Socorro Main Canal Lining Phase 1 CA

Dear Ms. Lopez:

Wilson & Company has prepared a Task Order for the above referenced project. The Task Order will provide professional services for the Construction Administration for Phase 1 of the Socorro Main Canal Lining, as outlined in the “Socorro Main Canal Reconstruction Phase 1” Plans from August 2023. The intent of the project is to line portions of the Canal to increase delivery efficiency of irrigation water and decrease losses mainly due to infiltration. The scope of the services will include:

Task 1 Project Setup

The project files, folders, and tracking processes will be setup for the project. The preconstruction agenda and paperwork will be prepared, and the preconstruction meeting will be attended and run by the team.

Task 2 Project Observation

Daily regular time observation will take place from October 30, 2023 to February 16, 2024. The observations will be completed Monday-Friday while the Contractor is working on site. Daily construction reports will be completed and disturbed to the project team.

Task 3 Project Management

All RFIs, submittals, change orders and testing reports will be reviewed and replied to as needed. Attendance at weekly construction progress meetings will be completed as well. Up to 5 Pay applications and all requests for change orders will be reviewed, completed and sent to MRGCD for approval and payment.

Task 4 Project EEO and Audits

EEO monthly audits and paperwork review will be done. Wilson will review and confirm certified payrolls from the Contractor. Wage rate interviews will also be completed to ensure compliance with wage rates.

Task 5 Project Close Out

A substantial completion walk will be completed to generate a punch list for the project. A close out package will be prepared and submitted to MRGCD. The package will also include as-builts based on the Contractor’s redline drawings.

Expenses

Expenses for the project will be for mileage and a Testing allowance for concrete sampling and testing and density testing for earth work.

Fees Breakdown:

Socorro Main Canal Lining Phase 1 CA

Construction Administration

Task 1 Project Setup	\$ 3,426.00
Task 2 Project Observation	\$ 93,540.00
Task 3 Project Management	\$ 35,267.00
Task 4 Project EEO and Audits	\$ 8,910.00
Task 5 Project Closeout	\$ 13,818.00

Total CA **\$154,925.00**

Expenses and Subconsultants

Expenses and Mileage	\$ 11,004.00
Testing Allowance	\$ 10,000.00

Total Expenses and Subconsultants **\$ 21,004.00**

Sub-total **\$175,929.00**


NMGRT 7.630% \$ 13,423.38

Project Total **\$189,352.38**

Attached is a fee break down based on Exhibit 'C' of the On Call Agreement. Total requested **Lump Sum** budget for the Construction Administration is **\$189,352.38** (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 505.400.6970 or e-mail me at daniel.aguirre@wilsonco.com.

Thank you for considering Wilson & Company.

Sincerely,



Daniel S. Aguirre, PE
Sr. Vice President

Construction Administration Proposal						
MRGCD Socorro Main Canal Phase 1						
Prepared for MRGCD						
Description/Personnel	P6	P5	FC5	SP3	P4	PD4
Rate \$\$/hr	\$255.00	\$188.00	\$118.00	\$112.00	\$142.00	\$142.00
Project Start-Up						
File Set Up				4		
Testing Requirement Set Up				1	2	
Team Roles and Responsibility	2	1		1	1	
Pre Construction Meeting	2	2	2	2	2	
Sub Total	4	3	2	8	5	0
Project Observation						
Project Observation: Regular Time at 30hrs/wk Obs 10hrs/wk drive 16 weeks(Oct 30-Feb 16)			640	120	32	
Project Observation (Overtime/Weekends): Regular Time at 2 hrs/week for 22 days						
Project Observation: Regular Time for Lead Inspector at 4 hrs/week for 12 Weeks						
Sub Total	0	0	640	120	32	0
Project Management						
Project Management (Progress Meetings, RFI, Submittals, Change Order Review/Approval, Testing Credits Review/Certification): Part time for 16 weeks	32	32		64	48	16
Pay Applications, Change Orders, Requests for Reimbursements assume 5	5	10		15		
Sub Total	37	42	0	79	48	16
Project EEO and Audits						
Documentation Review, File Management part time for 16 Weeks, (These services will be completed by Wilson Certified Pay Roll, Employee Wage Interviews)	5	5		30		
EEO Audits, Monthly Audits, Paperwork Corrections part time for 4 Months	5	5		10		
Sub Total	10	10	0	40	0	0
Project Close-Out						
Punch List Final Review/Certification	4	4		4	4	
Close Out Package	2	4		8	4	
Certification/Paperwork	2			4	4	
Final Reimbursement Paperwork/Certifications	4			8		
Asbuilts	2	2			8	20
Sub Total	14	10	0	24	20	20
Quality Assurance Testing						
Concrete Sampling and Testing, Density Testing (Asphalt, Sub base and Base Course) 10 hrs/week for 10 Weeks						
Sub Total	0	0	0	0	0	0
Total Man Hours						
	65	65	642	271	105	36
Unit Cost						
	\$16,575.00	\$12,220.00	\$75,756.00	\$30,352.00	\$14,910.00	\$5,112.00
Total Labor Cost						\$154,925.00
Mileage						\$11,004.00
Testing Allowance						\$10,000.00
Total Expenses						\$21,004.00
Proposed Project Cost w/o NMGR						\$175,929.00



Memorandum

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

From: Richard DeLoia, Chief Procurement Officer *RD*
Casey Ish, Conservation Program Supervisor *CI*

Date: September 7, 2023

Re: APPROVAL FOR CENTENNIAL DOCUMENTARY

After thorough review MRGCD staff is requesting approval for the Centennial Documentary for the Middle Rio Grande Conservancy District. This project was determined to be a Sole Source Procurement. Pursuant to NM procurement law 13-1-126 NMSA 1978 it was posted for 30 days without protest on the State of NM website prior to any award.

<u>VENDOR</u>	<u>TOTAL + NMGRT</u>	<u>GRAND TOTAL</u>
ARACELY CHAPA Professional Cinematographer	\$153,115.00 + \$11,675.02 tax	\$164,790.02

MRGCD CENTENNIAL FILM BUDGET

PROJECT NAME: MRGCD Film: Title TBD
 PROJECT DIRECTOR: Arcie Chapa
 SUBMITTED: July 11, 2023
 DISTRIBUTION: Casey Ish

PRE PRODUCTION

This section includes 5 shooting days for interviews which are part of the research and writing phase.

Description	Rate	Quantity	Total Costs
Archival Research	Flat Fee		\$8,000
Historical Research	Flat Fee		\$8,000
Shoot Research Interviews/Cinematographer	\$1,500.00 a day	5 days	\$7,500
Conduct Research Interviews Director	\$600.00 per day	5 days	\$3,000
Make-up Artist	\$650 per day	3 days	\$1950
Interview Transcriptions	Flat Fee		\$2000
Write Draft of Script	Flat Fee		\$10,000
Pre Production Subtotal			\$40,450

TRAILER BUDGET

I've included a trailer budget in the event you would like one for your September event. The trailer will be produced during the pre production phase so that it can be ready by September.

Description	Rate	Quantity	Total Costs
Editor: Video/Sound	\$150 an hour	15 hours	\$2,250

Supervising Editor	\$75 an hour	15 hours	\$1,125
Write trailer script	Flat Fee		\$2,200
Trailer Total Budget			\$5,575

PRODUCTION

I'm estimating 15 shooting days as a ball park number of what I think we will need. It may be that we shoot less (or more) than 15 days, but I'm not sure at this time. I will know more once pre-production phase is complete.

Description	Rate	Quantity	Total Costs
Shoot B-roll for film			
Producer/Director	\$600.00 per day	15 day	9,000
Director of Photography	\$1500.00 per day	15 days	22,500
Production Subtotal			\$31,500

POST PRODUCTION

The 150 hours of editing is an estimation. I've also guesstimated the graphics animation. It may be that I need more or less than 5 animated elements.

Description	Rate	Quantity	Total Costs
Editor: Video/Sound	\$150 an hour	150 hours	\$22,500

Supervising Editor	\$75.00 an hour	150 hours	\$11,250
Graphics Animation	\$4k per element	5 elements (guestimate)	\$20,000
Original Music Composition	Flat Fee		\$10,000
Sound Mix	Flat Fee		\$4,000
Production Subtotal			\$67,750

OUTREACH AND DISTRIBUTION

I included this section to give you an idea of the costs associated with distribution.

Description	Rate	Quantity	Total Costs
DVD Dubs	\$5.20	200	\$1040
Poster/Press Kit Materials			\$500
Screenings, Festivals Receptions, Theater Fees,			\$4,000
Instate travel/lodging for screenings			\$2000
3 Hard drives	\$100	3	\$300
Outreach Subtotal			\$7,840

BUDGET SUMMARY

Description	Rate	Quantity	Total Costs
Pre Production			\$40,450

Production			\$31,500
Post Production			\$67,750
Outreach/Distribution			\$7,840
Trailer			\$5,575
Sub Total			\$153,115
New Mexico Tax	7.6250%		\$11,675.02
Budget Total			\$164,790.02

1 **Joint Powers of Agreement for**
2 **Management of the Rio Grande Valley State Park**
3 **City of Albuquerque and Middle Rio Grande Conservancy District**
4

5 WHEREAS, the 36th Legislature of the State of New Mexico approved on March
6 15, 1983, the Rio Grande Valley State Park Act (Act), codified at §§16-4-9 through 16-4-
7 17 NMSA 1978, that recognized the recreation potential of the Rio Grande Valley State
8 Park (RGVSP) and stated that the designation of the Rio Grande Valley State Park will
9 enable people to enjoy the recreational, environmental, educational and wildlife benefits
10 of the river; and
11

12 WHEREAS, the City of Albuquerque (COA) entered into an agreement in 1985
13 pursuant to the Act with the State Parks Division of the New Mexico Department of Energy,
14 Minerals Natural Resources, whereby the City is designated to be the operating party pursuant
15 to the terms of said Act; and
16

17 WHEREAS, the Act required the operating party for the RGVSP to enter into a
18 Joint Powers Agreement with the Middle Rio Grande Conservancy District (MRGCD)
19 within the boundaries of the RGVSP, which was approved in 1997; and
20

21 WHEREAS, the purpose of this Agreement as understood by each of the parties hereto
22 is to formalize the means by which the parties will effectuate the provision of the Act by
23 defining the broad objectives of each management authority, identifying the need to
24 incorporate recreational use, and creating a positive working relationship among the
25 responsible agencies; and
26

27 WHEREAS, the COA's representative for the purpose of administration of this
28 Agreement shall be the COA's Open Space Division (OSD) under the Parks and Recreation
29 Department; and
30

31 WHEREAS, the mission of MRGCD is to maintain and manage irrigation, drainage, and river
32 flood control in the Middle Rio Grande Valley, promote efficient and responsible water management,
33 protect the environment, wildlife and endangered species in cooperation with other local, state and federal
34 agencies, and in partnership with local governments provide multi-use recreational opportunities within
35 the Middle Rio Grande Valley; and
36

37 WHEREAS, the mission of the OSD is to acquire, protect, manage, and maintain the
38 significant natural landscapes and cultural resources while providing low-impact recreation for
39 current and future generations; and
40

41 WHEREAS, the original JPA between the COA and MRGCD is from 1997 and the current
42 issues of the RGVSP require the JPA be revised to meet the needs regarding access, education, ecological
43 health and recreation.
44

45 NOW, THEREFORE, in consideration of the premises, the parties agree as follows:
46

47 General Obligations and Coordination
48

49 The MRGCD and OSD will each designate liaison personnel to coordinate on matters
50 arising out of this Agreement or on matters of mutual interest (“Liaison(s)”). The Liaisons
51 will be identified and agreed upon through an authorization form that will include current
52 contact information and be updated if either Liaison changes. The parties agree to exchange
53 plans and reports that affect facilities or programs within the RGVSP. The Liaisons will meet
54 on a quarterly basis to ensure good communication between the parties.
55

56 The COA will not interfere with nor obstruct the duties, operations, obligations,
57 construction of new works, or functions of the MRGCD in the areas of river flood control,
58 irrigation, and drainage, nor will it interfere in the MRGCD' s performance of its contracts
59 with any state or federal agency. Any new plans, infrastructure, extraordinary facilities,
60 or policies to be implemented by the COA in the RGVSP will be submitted to the
61 MRGCD Liaison for review. The MRGCD Liaison will assess if additional review and
62 approvals are required. Approval shall not be unreasonably withheld. The MRGCD agrees
63 to cooperate to review proposed plans and policies in an expeditious manner.
64

65 The MRGCD agrees to abide by the Act and cooperate with the COA to ensure
66 that the integrity and recreational opportunities of the RGVSP are maintained to the
67 greatest extent possible consistent with the other duties of MRGCD. The MRGCD will
68 inform the COA of projects that will affect the recreational features, public access and the
69 natural character of the area and will cooperate to minimize any adverse impact to the
70 RGVSP as a result of its operations. The COA and MRGCD will cooperate, in advance
71 where possible, on any closures necessary to ensure public safety.
72

73 Any major infrastructure project including bridges, restoration projects, drainage
74 or flood control projects by other agencies including but not limited to Bernalillo County,
75 the Albuquerque Metropolitan Area Flood Control Authority, Albuquerque Bernalillo
76 County Water Authority, Department of Transportation, US Army Corps of Engineers,
77 and Bureau of Reclamation that affect the RGVSP, shall be reviewed and approved by the
78 MRGCD in coordination with the OSD Liaison, pursuant to the requirements of the Act.
79 The goal shall be to minimize adverse impact on the RGVSP or to MRGCD infrastructure
80 and management caused by such a project. The RGVSP is also designated as Major Public
81 Open Space (MPOS). Therefore, per the MPOS Facility Plan and Integrated Development
82 Ordinance, any new, extraordinary structures must be presented to the Open Space
83 Advisory Board and approved by the COA Environmental Planning Commission.
84

85 The COA and MRGCD will have joint approval over utility easements within the
86 RGVSP subject to the guidelines of the Act.
87

88 The COA and MRGCD will coordinate on joint messaging regarding closures and
89 other shared projects that impact public access and recreation. Additional coordination
90 and messaging regarding restoration and other projects will be in collaboration between
91 the parties.

92
93. Management Plan Adopted

94
95 The MRGCD and COA hereby agree and stipulate that the Rio Grande Valley State
96 Park Management Plan and the current Bosque Action Plan (BAP) are the policy
97 documents for the management of the RGVSP. The OSD will reassess and prioritize
98 projects in the Bosque Action Plan every five years in coordination with MRGCD and
99 other partners to respond to current and future issues as well as changes to the RGVSP.
100 The MRGCD will partner with the OSD in completing the priority projects and
101 management priorities identified in the BAP and other joint projects as needed. New and
102 updated policies and ordinances pertaining to the RGVSP will require the review and
103 approval of City Council and the MRGCD's Board of Directors. Nothing in the Plan shall
104 be construed to prevent MRGCD from performing its other duties and functions and from
105 developing other relevant plans as necessary. MRGCD shall coordinate with the COA on new
106 plans and policies that impact the COA's management of the RGVSP.

107
108 The RGVSP is also designated as Major Public Open Space and therefore falls under
109 the Rank II Management Plan for the OSD, Major Public Open Space Facility Plan. The
110 purpose of MPOS as defined in the Facility Plan is the conservation of natural resources and
111 environmental features, provision of opportunities for outdoor education and recreation, shaping
112 of the urban form, conservation of archaeological resources, provision of trail corridors, and
113 protection of the public from natural hazards.

114
115 Revisions to major plans will be done in coordination between the parties and other
116 responsible entities having jurisdiction over the RGVSP. The parties may also collaborate on
117 additional joint plans and restoration projects for the betterment of the RGVSP ecosystem and
118 public use.

119
120. Jurisdiction

121
122 To the extent allowed by law, the COA through the Albuquerque Police
123 Department (APD) will enforce the Open Space Ordinance and State Criminal Statutes.
124 Sworn officers or police service aides will assist with major crimes and homicides, fire
125 control, and search and rescue operations. Other responsible and designated entities
126 including the Albuquerque Fire Rescue Department, Bernalillo County Sheriff's Office
127 and Fire Department will maintain their respective authorities within their jurisdictions.
128 The APD will coordinate with other law enforcement and Fire Department entities to
129 respond to and support emergency response efforts within the RGVSP.

132 Any new infrastructure proposed by the COA within the RGVSP, not including
133 basic signage, maintenance and repair of existing facilities, will require review and a
134 license from MRGCD for such projects. Replacement, re-location or removal of
135 infrastructure impacting the MRGCD's operations and maintenance such as pedestrian
136 bridges, trails, fencing or jetty jacks will also require MRGCD approval. Any major
137 modifications to OSD facilities must also be agreed to by both parties before
138 modifications occur.

139
140 The MRGCD, consistent with the Act, may grant use of portions of its property to
141 any public entity for use to further the public welfare. The COA shall be notified in
142 advance of any such granted use and provided with the opportunity to comment. Any
143 improvements or new acquisitions made by the COA within or adjacent to the RGVSP
144 boundaries will remain the property of the COA.

145
146 The COA will coordinate with MRGCD and Bernalillo County on emergency response
147 and communication to the public. The entities will develop a protocol on coordination and
148 communication to the public during emergency events. The Liaisons and agency public
149 information officers will also coordinate joint messaging in times of emergencies.

150
151 The OSD, in partnership with MRGCD, will develop a signage plan that includes
152 safety, regulatory, wayfinding and interpretive signage as well as ongoing management
153 and funding for the signage design, construction, and installation. The signs will be
154 installed at all main parking areas, primary and secondary trailheads, and river access
155 areas. The signs will identify the MRGCD and the COA as cooperating managers of the
156 RGVSP.

157
158 Rules Governing Use

159 The RGVSP is designated as Major Public Open Space and therefore the Open
160 Space Ordinances apply throughout the RGVSP. The OSD shall post regulation signs at
161 major access points and trailheads into the RGVSP. The OSD and MRGCD will also
162 collaborate on additional signage regarding appropriate and allowable recreation use and
163 visitor safety. The OSD will issue special permits for and monitor any special use
164 recreational activities in the RGVSP. Permit requests to utilize the flood control levees
165 and/or riverside drains will be forwarded to the MRGCD's Liaison for review. All permits
166 will require a certificate of insurance that names both the COA and MRGCD as
167 additionally insured.

168
169 Motor Vehicle Restrictions and Access

170
171 The parties agree that it is in their mutual interest to control unauthorized access by
172 motorized vehicles within the RGVSP. The OSD agrees to erect and maintain vehicle
173 barriers subject to the approval of the MRGCD. The parties agree to keep these barriers
174 locked or otherwise secured, to prevent vandalism and levee deterioration, and to control

175 dumping, shooting, fires, resource removal and other illegal or nuisance activities.
176 Notification of any changes to access gates or other barriers must be provided to the
177 relevant parties within 48 hours and, when possible, prior to the change.
178

179 The parties will also work together to deter illegal parking, especially in front of
180 gates and emergency access points. Additional signage will be utilized and coordinated
181 with the APD, who will issue violation notices and remove vehicles when necessary.
182

183. Dumping and Illegal Camping

184
185 OSD agrees to be responsible for the removal and disposal of all trash, waste and debris
186 within the boundaries of the RGVSP. MRGCD agrees to be responsible for the removal and
187 disposal of all trash, waste and debris generated by the MRGCD's operations.
188

189 The parties agree to work together to minimize the widespread dumping of trash,
190 waste and debris within the RGVSP. The parties will cooperate to select mutually
191 agreeable storage sites for construction materials at periodic intervals within the RGVSP.
192 Thereafter, all such material may only be stored at said sites, except during a construction
193 or maintenance project where materials may be stockpiled at the site of said project prior
194 to or during the construction of the project.
195

196 APD will also enforce ordinances pertaining to camping. Camping is illegal on Major
197 Public Open Space except in designated areas, and there are no designated areas for camping in
198 the RGVSP. Camping poses threats to the RGVSP including to water quality and wildlife habitat.
199 Such camps have resulted in problems with dumping, raw sewage and fires. The OSD and APD
200 will follow lawful COA policies regarding removing encampments. Additional entities may assist
201 the COA with this effort including other COA departments and Bernalillo County.

202. Public Safety

203
204 The parties will cooperate in formulating and executing a plan to maximize the safety
205 of RGVSP visitors. This may involve public education, signage, written handouts, visitor
206 information programs, public service announcements, the erection of barriers, and other
207 reasonable precautions. Each party agrees to take such safety measures as are feasible to
208 cooperate with the other party in general safety measures in the RGVSP. The parties will also
209 work with other responsible entities to further support safety and education in the RGVSP,
210 including but not limited to New Mexico Game and Fish, Bernalillo County, and New Mexico
211 State Parks.
212

213. Communication, Education and Outreach

214
215 The MRGCD will support OSD education efforts, including the Bosque Ecosystem
216 Monitoring Program and the 7th grade Albuquerque Public School program. Education and

217 outreach on the ecological, historical and cultural importance of the RGVSP are essential to
218 its protection, future health and stewardship. Opportunities to learn about the OSD and
219 MRGCD's missions and functions increase public understanding and support. The OSD will
220 lead, coordinate and support education programs specific to the RGVSP. Such programs will
221 be kept updated and will include but not be limited to outreach materials, kiosks and other
222 interpretive signs, appropriate land art, conservation and user education programs, youth and
223 school programs, and volunteer activities. Additional emphasis will be placed on providing
224 equitable access and opportunities to the RGVSP for residents throughout Albuquerque and
225 Bernalillo County. The OSD will partner with other entities to further support education
226 programs in the RGVSP, including but not limited to the Bosque Ecosystem Monitoring
227 Program, U.S Fish and Wildlife Service and Rio Grande Nature Center State Park. The parties
228 may further coordinate such programs and publications through joint funding.

229
230. Trails and River Access

231
232 The OSD will develop and maintain trails in the RGVSP as well as close unofficial
233 trails. This includes natural surface and crusher fine trails within the Bosque. New major
234 trail systems will be reviewed and licensed by the MRGCD. The Paseo del Bosque Trail is
235 maintained by three different entities: COA Park and Recreation Park Management, OSD
236 and Bernalillo County Parks and Recreation. Trail uses will follow the management plans.

237
238 The parties will coordinate river access for non-motorized boats as well as emergency
239 access for river rescue and fire response. Public river access will include regulatory and
240 wayfinding signage and a reference to the river mile markers to aid wayfinding and rescue
241 efforts.

242
243. Restoration Projects and Management

244
245 The parties will coordinate projects to maintain and improve the ecological health of
246 the RGVSP, emphasizing ecosystem and adaptive habitat management and planning for
247 impacts from climate change and predicted reductions in water supply. The parties will
248 continue to work with other appropriate entities, including the Middle Rio Grande Endangered
249 Species Collaborative Program, on research, monitoring and future restoration projects. The
250 parties will work to support a diversity of habitats, including wetlands that provide critical
251 habitat to numerous species in the RGVSP. Additionally, the OSD will work with volunteers
252 and partners on invasive species management within the RGVSP. The MRGCD will manage
253 vegetation along the flood control levees, riverside drains and MRGCD outfalls as part of its
254 operations and maintenance responsibilities. Restoration and re-vegetation projects may not
255 obstruct operations and maintenance access to, or otherwise negatively impact, the MRGCD's
256 flood control and water delivery infrastructure.

257
258
259
260

2611. Wildlife Habitat Management

262
263 Albuquerque is designated as a Migratory Bird Treaty City USA largely due to the
264 RGVSP and the habitat it supports for migratory and nesting birds. Additionally, there are
265 endangered species identified in the Middle Rio Grande that includes the RGVSP. The OSD
266 will work to minimize wildlife disturbance while balancing access and low-impact recreation
267 opportunities for the public. The parties will follow U.S. Fish and Wildlife Service's Migratory
268 Bird Treaty Act guidance for construction, restoration and recreation activities in the RGVSP
269 when feasible and not at the cost of public safety. Additionally, the OSD will work with
270 appropriate entities on monitoring and supporting wildlife habitat enhancement projects.
271 Where feasible and practical, MRGCD will provide technical support to OSD managed
272 wetlands in the Middle Rio Grande Valley.

273
2742. Wildland Fire Prevention, Response and Education

275
276 The OSD will work with the New Mexico Forestry Division and other appropriate entities
277 on reducing hazardous fuel loads to minimize the risk of catastrophic wildland fires. These projects
278 will also incorporate forest health and wildlife habitat objectives and enhancements where feasible.
279 The COA and Bernalillo County will also work cooperatively to implement the Community
280 Wildfire Protection Plan and other relevant plans and coordinate such efforts with the MRGCD.
281 Additionally, the OSD will work with the Albuquerque Fire Rescue Department and Bernalillo
282 County Fire Department on education efforts and Fire Watch volunteer programs to assist with the
283 prevention and early detection of wildfires to expedite response times. In the case of a wildfire in
284 the RGVSP, the OSD will manage post-fire remediation and restoration efforts.

285
2863. Liability and Property Damage

287
288 Neither party will seek to hold the other responsible for any damage done by third
289 parties to their respective property. If damage is caused by one of the parties to this
290 Agreement, the party shall be responsible for such property damage, unless due to an
291 emergency situation, where such damage cannot be prevented. In all cases, the parties'
292 liability shall be subject to the applicable immunities and limitations of the New Mexico Tort
293 Claims Act, §§ 41-4-1 *et. seq.* NMSA 1978.

294
29514. Modification

296
297 The parties will review this Agreement every five years, or as needed and
298 recommended, and the Agreement may be modified through the review process by the
299 COA and MRGCD. Any modifications must be in writing and approved by both parties.

300
3015. Termination

302
303 The Agreement shall remain in force so long as the Act is in force. The OSD is the
304 designated operating party pursuant to the terms of the Act. Termination of this agreement
305 will compel another agreement that will satisfy the Act.

30616. Compliance With Laws

307 In performing the responsibilities under this Agreement, the parties agree to comply with
308 all applicable laws, ordinances, and codes of the federal, state and local governments.

30917. Electronic Signatures

310
311 Authenticated electronic signatures are legally acceptable pursuant to Section 14-16-7
312 NMSA 1978. The parties agree that this Agreement may be electronically signed and that the
313 electronic signatures appearing on this Agreement are the same as handwritten signatures for the
314 purposes of validity, enforceability, and admissibility.

315

316 18. Approval Required

317

318 This Agreement shall not become binding upon the parties until approved by all required
319 approval authorities.

320

321 19. Multiple Counterparts

322

323 This Agreement may be signed in multiple counterparts or with detachable signature pages,
324 but either or both circumstances shall constitute one instrument, binding upon all parties to the
325 Agreement as if all parties signed the same document. If so executed, each counterpart of this
326 Agreement is deemed an original for all purposes and all such counterparts will collectively
327 constitute one Agreement, but in making proof of this Agreement, it will not be necessary to
328 produce or account for more than one such counterpart.

329

330 **Middle Rio Grande Conservancy District**

331

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334 _____
Stephanie Russo Baca, Chair of the Board

335

336 Date: _____

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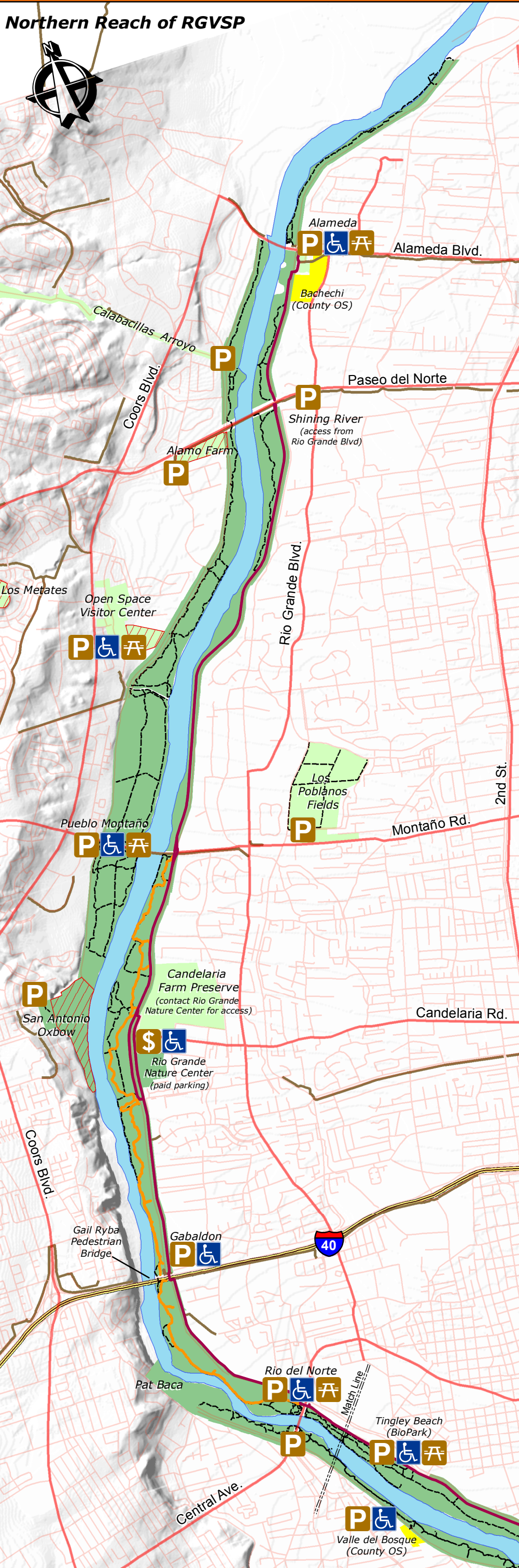
City of Albuquerque

Chief Administrative Officer
City of Albuquerque

Date: _____

Rio Grande Valley State Park

Northern Reach of RGVSP



Southern Reach of RGVSP



	Rio Grande Valley State Park
	City Major Public Open Space
	Rio del Norte Trail
	Paseo del Bosque Trail
	Paved Multi-Use Trail
	Multi-Use Trail
	Picnic Areas
	ADA Accessible
	Parking Areas
	Public access restricted

0 0.25 0.5 1 Miles

JOINT POWERS AGREEMENT

This Agreement, made and entered into this 4th day of April, 1997, by and between the CITY OF ALBUQUERQUE, NEW MEXICO, a municipal corporation ("City"), and the MIDDLE RIO GRANDE CONSERVANCY DISTRICT, a special district organized pursuant to NMSA §73-14-1 et seq. ("MRGCD").

WHEREAS, the Legislature of the State of New Mexico approved on March 15, 1983 the Rio Grande Valley State Park Act ("Act"), which requires the operating party for the park created by the Act, the Rio Grande Valley State Park ("Park"), to enter into a Joint Powers Agreement with the MRGCD; and

WHEREAS, the City has entered into an agreement pursuant to the Act with the Parks and Recreation Division of the Natural Resources Department of the State of New Mexico, whereby the City is designated to be the operating party pursuant to the terms of said Act; and

WHEREAS, the purpose of this Agreement as understood by each of the parties hereto is to formalize the means by which the parties will effectuate the provision of the Act; and

WHEREAS, the City's representative for the purpose of administration of this Agreement shall be the City Parks and General Services Department ("Department").

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. Monitoring of Operations

The City will not interfere with nor obstruct the duties, operations, obligations, construction of new works, functions of the MRGCD in the areas of flood control, irrigation, and drainage, nor will it interfere in the MRGCD's performance of its contracts with any federal agency. Any plans or new policies to be implemented by the City in the Rio Grande Valley State Park, will be submitted to the MRGCD for review and approval, which approval shall not be unreasonably withheld. The MRGCD agrees to cooperate to review said plans in an expeditious manner; however, if the City receives no response to a plan submitted for approval within three (3) months, such approval will be deemed granted.

The MRGCD agrees to abide by the Act and cooperate with the City to insure that the integrity and recreational opportunities of the State Park are maintained to the greatest extent possible consistent with the other duties of MRGCD. The MRGCD will inform the City of projects which will affect the recreational features and

the natural character of the area, and will cooperate to minimize any adverse impact to the Park as a result of its operations.

Any existing or future drainage or flood control projects approved by Bernalillo County, the City or Albuquerque Metropolitan Area Flood Control Authority which affect the Park, shall be reviewed and approved by the MRGCD, pursuant to the requirements of the Act. The goal shall be to minimize adverse impact on the Park or the MRGCD caused by such a project.

The City and MRGCD will have joint approval over utility easements within the Park subject to the guidelines of the Act.

2. Management Plan Adopted

The MRGCD and the City hereby agree and stipulate that the Rio Grande Valley State Park Management Plan ("Management Plan") will be a guiding policy document for management of the Park. Updates of the Management Plan must be approved by both the City and the MRGCD and these updates must occur within one (1) year of the date of this Agreement. Such City, County or State statutes as apply to the management of the Park will be enforced by the City, County or State in accordance with the Management Plan. As part of the Management Plan, the City and the MRGCD will develop a facilities plan which outlines proposed construction of picnic areas, trails, gates, vehicle access barriers, and other appropriate facilities. Such facilities plan will be submitted to the City and MRGCD for review and approval, which approval shall not unreasonably be withheld. Nothing in the plan shall be construed to prevent MRGCD from performing its other duties and functions and from developing other relevant plans as necessary.

3. Jurisdiction

To the extent allowed by law, the City will through its Open Space Rangers, and the MRGCD will through its Bosque Patrol Officers, exercise concurrent jurisdiction to enforce Park rules, the Open Space Ordinance, and State Criminal Statutes. MRGCD will inform the City of their adoption of any rules and regulations with regard to the Park. Those officers will not exercise primary jurisdiction over major crimes and homicides nor be involved in a position of authority for fire control, rescue operations, and environmental health. Those responsibilities will be treated as they have in the past by the respective authorities for City, County and State open space lands.

The City recognizes the primary importance of MRGCD's functions of flood control, irrigation, and drainage and agrees not to interfere with MRGCD operations within the boundaries of their works which include adjacent levees, service roads or riverside drains. If the City requires use of MRGCD works consistent with the Park Act the MRGCD may issue a license to the City for such use. The City shall have

no jurisdiction over such works with the exception of law enforcement purposes as stated above. Any modifications to City facilities must be agreed to by both parties before any modifications occur.

The MRGCD, consistent with the Park Act, may grant use of portions of its property to any public entity for use to further the public welfare. The City shall be notified in advance of any such granted use. Any improvements made by the City within the Park boundaries will remain the property of the City.

The City shall erect signs at all entrances to the Park which identify the MRGCD and the City as cooperating managers of the Park.

4. Rules Governing Use

The City and MRGCD may formulate and post rules regulating the recreational use of the Park in order to accomplish maximum recreational use and visitors' safety. Such rules must be approved by both the City and MRGCD or they shall have no effect. Subject to those rules, the City will issue permits for and monitor any special use recreational activities in the Park and will coordinate such activities so as not to interfere with MRGCD operations.

5. Motor Vehicle Restrictions

The parties agree that it is in their mutual interest to control unauthorized access by motorized vehicles within the Park. The City agrees to erect and maintain vehicle barriers subject to the approval of the MRGCD. The parties agree to keep these barriers locked or otherwise secured, to prevent vandalism, theft of flood control jetties, levee deterioration, and to control dumping, shooting, fires, resource removal and other illegal or nuisance activities.

6. Wood Cutting

The MRGCD grants the City the authority to issue wood cutting permits. Each wood cutting permit will be coordinated with the MRGCD.

7. Dumping

The City agrees to be responsible for the removal and disposal of all trash, waste and debris within the boundaries of the Park. The MRGCD agrees to be responsible for the removal and disposal of all trash, waste and debris within the boundary of the works, as set forth in Section (3) above .

The parties agree to work together to minimize the widespread dumping of trash, waste and debris within the Park. The parties will cooperate to select

mutually agreeable storage sites for construction materials at periodic intervals within the Park. Thereafter, all such material may only be stored at said sites, except during a construction or maintenance project where materials may be stockpiled at the site of said project prior to or during the construction of the project.

8. Safety

The parties will cooperate in formulating and executing a plan to maximize the safety of Park visitors. This may involve public education, signage, written handouts, visitor information programs, public service announcements, the erection of barriers, and other reasonable precautions. Each party agrees to take such safety measures as are feasible to cooperate with the other party in general safety measures in the Park.

9. Liability and Property Damage

Neither party will seek to hold the other responsible for any damage done by third parties to their respective property. If damage is caused by one of the parties to this Agreement, the party shall be responsible for such property damage, unless due to an emergency situation, such damage cannot be prevented.

10. Designated Personnel

The City and the District will designate liaison personnel to coordinate on matters arising out of this Agreement or on matters of mutual interest. The parties agree to exchange plans and reports which affect facilities or programs within the Park. At least on a quarterly basis, the City will make a report to the MRGCD Board of Directors concerning the operations of the Park, the status of City plans which affect the Park and other matters of mutual interest.

11. Modification

This Agreement may be modified from time to time in writing approved by the City of Albuquerque and the Board of Directors for the MRGCD.

12. Termination

The Agreement shall remain in force so long as the Act is in force and not modified in any manner and the City of Albuquerque is the designated operating party pursuant to the terms of the Act.

**MIDDLE RIO GRANDE CONSERVANCY
DISTRICT**

Lawrence C. [Signature]

Chairman, Middle Rio Grande Conservancy
By: District

Date: March 11, 1997

CITY OF ALBUQUERQUE

[Signature]

Chief Administrative Officer, City
By: of Alb.

Date: 4/15/97

1 BIA Agreement No: _____

2
3 **AGREEMENT BY AND BETWEEN**
4
5 **THE UNITED STATES OF AMERICA**
6 **ACTING THROUGH THE SECRETARY OF THE INTERIOR**

7
8 **AND THE**

9
10 **MIDDLE RIO GRANDE CONSERVANCY DISTRICT,**
11 **A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO,**

12
13 **PROVIDING FOR THE PAYMENT OF OPERATIONS AND MAINTENANCE**
14 **CHARGES ON NEWLY RECLAIMED PUEBLO INDIAN LANDS**
15 **IN THE MIDDLE RIO GRANDE VALLEY, NEW MEXICO**
16

17 **I. BACKGROUND & AUTHORITY**

18 This Agreement is made under the authority of the acts of Congress of March 13, 1928 (45 Stat. 312),
19 August 27, 1935 (49 Stat. 887), June 20, 1938 (52 Stat. 778), April 24, 1946 (60 Stat. 121), May 29, 1956 (70
20 Stat. 221), July 27, 1965 (79 Stat. 285), February 15, 1978 (92 Stat. 28), and the Snyder Act of 1921 (42 Stat.
21 208), by and between the United States of America, acting by the Secretary of the Interior (United States or
22 Secretary), and the Middle Rio Grande Conservancy District (District), a political subdivision of the State of New
23 Mexico.

24
25 WHEREAS, Congress in the 1928 Act recognized that: (1) the Pueblos have water rights for
26 approximately 8,346 acres of irrigable land described therein (later adjusted to 8,847 acres), and for domestic
27 purposes and for their stock, that are prior and paramount to any rights of the District or any property holder
28 therein; (2) the priority for these rights shall be recognized and protected in the agreement between the Secretary
29 and the District authorized by the Act; and (3) such irrigated area shall not be subject by the District or otherwise
30 to any pro rata share of the cost of future operation and maintenance or betterment work performed by the
31 District; and

32
33 WHEREAS, Congress in the 1928 Act also recognized that the water rights for the newly reclaimed lands
34 shall be recognized as equal to those of like District lands and be protected from discrimination in the division and
35 use of water; and

36
37 WHEREAS, Congress in the 1935 Act provided that: (1) the per acre cost of operation and maintenance
38 assessable against acreage of newly reclaimed lands shall not exceed the per acre cost of operating and
39 maintaining the District works for the irrigation of the total irrigable area within the District, including the prior

40 and paramount and newly reclaimed lands; (2) the District by the agreement between the Secretary and the
41 District shall deliver water without discrimination to the newly reclaimed lands on which the per acre charge or
42 assessment has been paid; and (3) that the provisions of the contract requiring the District to recognize the prior
43 and paramount water rights for the approximately 8,346 acres (later adjusted to 8,847 acres) and of their
44 exemption from payment of any operation and maintenance or betterment cost, shall be carried into and made a
45 part of the agreement; and
46

47 WHEREAS, on May 16, 1938, the Secretary, as required by the 1928 Act, determined the acreage of
48 Pueblo Indian lands benefited by the Official Plan of the irrigation works of the District to be 20,242.05 acres.
49 The total acreage determined included 11,074.40 acres of newly reclaimed land, 8,847 acres of prior and
50 paramount land. Since that time, the United States acquired, in trust for the Pueblos, 320.65 acres of land,
51 pursuant to the authority granted in the Act of June 7, 1924 (42 Stat.636) as amended. These subsequent
52 purchases by the United States under the authority of the 1924 Act have been considered newly reclaimed lands
53 and, as such, bring the total amount of newly reclaimed land to 11,951.044 acres as of 2002 (the "NRL Acreage");
54 and
55

56 WHEREAS, Congress in the 1935 Act and subsequent Acts of Congress cited above has authorized the
57 Secretary to enter into agreements with the District for the provision of operation and maintenance services on
58 newly reclaimed lands; and
59

60 WHEREAS, each of the six Pueblos has entered into contracts with the United States pursuant to the
61 Indian Self-Determination and Education Assistance Act (ISDEA), 25 U.S.C. §§450-450n (P.L. 93-638) to
62 perform functions associated with maintenance, operations, and betterment of newly reclaimed lands.
63

64 NOW THEREFORE, it is mutually agreed by and between the United States and the District as follows:

65 **II. PARTIES' ACKNOWLEDGEMENTS REQUIRED BY STATUTE**

66 A. The parties hereby acknowledge that under the 1928 and 1935 Acts: (1) the lands and associated
67 water rights declared to be "prior and paramount to any rights of the district or any property holder
68 therein" are to be recognized by the District and protected in the Agreement between the Secretary and
69 the District and (2) such lands and associated water rights are not subject by the District or otherwise to
70 any "pro rata share of the cost of future operation and maintenance or betterment work performed by the
71 District."

72 B. The parties hereby acknowledge that under the 1928 Act, "the newly reclaimed lands shall be
73 recognized as equal to those of like district lands."

74 C. The District hereby acknowledges that under the 1935 Act it has the statutory duty "to deliver
75 water without discrimination on that part of the newly reclaimed Pueblo lands on which the per-acre
76 charge or assessment has been paid."

77 D. The District hereby acknowledges that under the 1928 Act "the district books and records shall be
78 available at all times for inspection" by the Secretary or his duly authorized agent.

79 **III. DEFINITIONS**

80 Throughout this Agreement, certain terms are used which are defined as follows:

81

82 **Additional Services** means work items other than Schedule B services performed on Schedule A Facilities.

83

84 **Design Standards** means accepted engineering drawings and practices used in performing work on facilities and
85 adherence to standards that the US Bureau of Reclamation (Reclamation), the District and a Pueblo, as applicable,
86 utilize for construction of irrigation facilities and structures.

87

88 **Designated Engineer** means the person designated by the Secretary, acting through the Bureau of Indian Affairs
89 (BIA), to represent the United States in all matters pertaining to the operation, maintenance, and betterment of
90 irrigation facilities for Pueblo lands served by the Middle Rio Grande Project.

91

92 **District** means the Middle Rio Grande Conservancy District, a political subdivision of the State of New Mexico.

93

94 **District Engineer** means the Chief Executive Officer/Chief Engineer or appointed designee designated by the
95 District to represent the District in matters pertaining to the operation, maintenance, and betterment of irrigation
96 facilities for Pueblo lands served by the Middle Rio Grande Project.

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District Facilities means the irrigation ditches, canals, drains, laterals and structures comprising the irrigation system in the District, including the Pueblo Facilities as described in this Agreement.

Irrigation Season means, for purposes of this Agreement, the period of time for water diversions, which shall commence March 1st and run through November 15th of each year. If March 1st falls on a Saturday or Sunday, water diversions shall commence the very next business day.

Newly Reclaimed Lands means the Pueblo lands with water rights that are recognized as equal to those of like District lands and which are subject to the calculation of costs payable under this Agreement.

Operation and Maintenance Services means the services described in Schedule B.

Prior and Paramount Lands means the Pueblo lands with water rights that are declared as prior and paramount to any water rights of District lands or any property holder’s lands therein.

Pueblo(s) shall mean the Pueblos of Cochiti, Santo Domingo (Kewa), San Felipe, Santa Ana, Sandia, and Isleta.

Pueblo Facilities means District operated and maintained irrigation ditches, canals, drains, laterals and structures described in Schedule A to this Agreement, also called “List A Facilities.”

Pueblo lands means lands of the Pueblos.

Secretary means the Secretary of the Interior or the Secretary’s designee, if any.

121 **IV. SCOPE OF WORK**

122 A. The District shall provide all Schedule B Services (including the provision of all qualified
123 personnel, material and equipment) on Schedule A Facilities during the term of this Agreement. In
124 addition, services shall be scheduled and performed to: (1) respond to emergency or extraordinary events
125 or conditions; (2) be sensitive to traditional Pueblo cultural activities; and (3) fairly allocate the District's
126 resources and services among the Pueblos and non-Pueblo Facilities of the District and not give
127 preference either to work performed under this Agreement or to work performed for the benefit of non-
128 Pueblo irrigators. The Designated Engineer, in consultation with the Pueblos, will advise the District of
129 the specific locations and dates for the delivery of water so as to facilitate District operations.

130 B. For Newly Reclaimed Lands, the District may, at its discretion, deviate from adequate water
131 deliveries during the Irrigation Season so long as the deviation is consistent for all like District lands.

132 C. For Prior and Paramount Lands, the District may request to deviate from the start of the Irrigation
133 Season and take such action only upon the prior, written approval of the Designated Engineer after
134 consultation with the Pueblos.

135 D. The District may provide Additional Services as provided in this Agreement.

136 E. The District shall perform all Schedule B services on Schedule A Facilities and any Additional
137 Services agreed to by the parties in a good and workmanlike manner in conformance with the policies,
138 standards, and best practices applicable to all District facilities and each Pueblo and in conformance with
139 state and federal regulations and written guidance specific to maintenance of irrigation facilities.

140 F. Within one-year after execution of this Agreement, the parties, in consultation with the Pueblos,
141 will review Schedule A to determine if facilities should be added or removed and will amend Schedule A
142 as needed.

143 G. Schedule A may be amended upon written agreement of the parties at any time. The inclusion or
144 non-inclusion on Schedule A of an irrigation facility shall have no precedential value in connection with
145 negotiation of any future operation and maintenance agreement.

146 **V. COORDINATION OF SERVICE**

147 A. **ANNUAL MEETING AND WORK REQUEST SYSTEM**

148 1. The District Engineer, in coordination with the Designated Engineer shall meet in person
149 with the Pueblos annually and as needed to discuss Schedule B services, Additional Services and
150 related priorities.

151 2. The District shall use an Electronic Work Request System (EWRS) to schedule and track
152 all work performed under this Agreement. The Designated Engineer and the Pueblos, separately
153 and individually, will have access to the EWRS. In consultation with the Designated Engineer, the
154 District shall use the EWRS to schedule Schedule B Services and Additional Services on the
155 Pueblos. The District shall take into consideration the proposed completion dates of any planned
156 services, the resources of the District, the District's obligation to perform substantially the same
157 operations and maintenance and similar additional work for the entire District and the activities of
158 the Pueblos, without discrimination.

159 3. The District shall use its best efforts, in consultation with the Designated Engineer and
160 after reasonable notice, to schedule or reschedule and coordinate work it performs so as to
161 accommodate rescheduling requests by the Pueblos and avoid interference with the respective
162 Pueblo's traditional cultural activities which occur throughout the year. As soon as practicable
163 after execution of this Agreement and periodically during the term of this Agreement, to the
164 extent information is available, the Designated Engineer shall provide the District with advance
165 notice of the dates of each Pueblo's cultural activities that might preclude work being
166 accomplished on each Pueblo and the District shall amend its schedule of work from time to time
167 as reasonably necessary. The parties acknowledge that cultural needs of the Pueblos may, from
168 time to time, result in unanticipated closures of the Pueblo(s) that may affect the schedule of
169 work.

170 4. The District is not obligated to perform work that it is prevented from performing by Acts
171 of God, war, riot, civil disturbance, labor disturbance, sabotage, restraint by court that by exercise
172 of due diligence and foresight the District could not reasonably have been expected to avoid or
173 work on facilities for which the District is not provided access. The parties acknowledge that the
174 District from time to time may have to delay performance of work due to failure of equipment or
175 more urgent requirements of the District to perform work on other Pueblos or on non-Pueblo
176 facilities. In such event, the District shall notify the Designated Engineer and the affected
177 Pueblo(s) and shall exercise due diligence to reschedule such work with all reasonable dispatch.

178 5. The District will hold annual trainings on the EWRS for the Designated Engineer and
179 individual Pueblo staff.

180 B. REVIEW OF WORK

181 1. The District Engineer and Designated Engineer, in consultation with the Pueblos, shall
182 meet in person or telephonically periodically, but in no event less than monthly, to discuss the
183 status of current requests within the EWRS and to review ongoing or completed work.

184 2. All work performed by the District under this Agreement will be subject to inspection by
185 the Designated Engineer and Pueblo representatives if applicable.

186 C. DEFICIENCIES AND CORRECTIONS IN WORK

187 1. The Designated Engineer may from time to time, in consultation with the affected
188 Pueblo(s) and with subsequent discussions with the District, formally notify the District
189 electronically or in writing of any alleged deficiency in performance of the District's services
190 under this Agreement that has not been rectified within the agreed to timeframe. The notice shall
191 state the work item and the deficiency with specificity, and their recommended steps to be taken
192 and time by which to cure the deficiency. The Designated Engineer shall simultaneously provide
193 electronic copies of such notices to the affected Pueblo. An affected Pueblo may from time to
194 time notify the Designated Engineer of any additional alleged deficiency in the District's services
195 under this Agreement. After appropriate inquiry into such alleged deficiency, the Designated
196 Engineer shall notify the District as provided herein.

197 2. Upon receipt of written notice of an alleged deficiency from the Designated Engineer, the
198 District shall within ten (10) business days conduct an appropriate inquiry into such alleged
199 deficiency and notify the Designated Engineer of the District's determination of whether or not a
200 deficiency exists, and if so what reasonable action the District shall take and the time necessary to
201 cure the deficiency. Thereafter the District shall proceed to cure the deficiency in accordance with
202 its proposal.

203 3. If the District determines that no deficiency exists, or if the Designated Engineer and
204 affected Pueblo believe the proposed action or time proposed for the District to cure a deficiency
205 is unreasonable, the District Engineer and the Designated Engineer shall attempt to resolve the
206 issue as provided under Dispute Resolution in **Section VIII.F** of this Agreement.

207 D. REQUEST FOR ADDITIONAL SERVICES

208 1. The Designated Engineer, in consultation with the affected Pueblos, may request
209 Additional Services. Any work to be performed by the District will be separately negotiated as
210 Additional Services with each Pueblo upon notice to the Designated Engineer.

211 2. For any Additional Services the Designated Engineer, in consultation with the Pueblo(s),
212 will prepare and deliver to the District, a list of proposed Additional Services for each Pueblo to
213 be completed during the term of this Agreement (“Additional Services Request”), together with
214 descriptions and proposed completion dates, as soon as practicable after execution of this
215 Agreement.

216 3. The Designated Engineer and the District Engineer shall timely meet to discuss the
217 Additional Services Request. If the District agrees to the Additional Services Request the District
218 shall timely prepare and deliver to the Designated Engineer, with a copy to the Pueblos, (a) a cost
219 proposal for each listed Additional Service work item which the District agrees to perform,
220 (proposals will indicate all fees, labor, equipment and material charges), (b) any suggested
221 modifications to the proposed completion dates for each of the listed Additional Services work
222 items, and (c) and a determination of post project maintenance responsibility (“District’s
223 Response”).

224 4. The District Engineer and the Designated Engineer shall timely meet to discuss the
225 District’s Response as soon as practicable after receipt of the District’s Response. After consulting
226 with the Pueblos, the Designated Engineer shall submit the revised Additional Service Request,
227 indicating approval or proposed changes for each work item, to the District electronically in
228 writing within fifteen (15) days after receipt of the District’s Response (“Final Offer”).

229 5. The District shall accept or reject each alternative proposed cost and alternative proposed
230 completion date electronically in writing to the Designated Engineer within fifteen (15) days after
231 receipt of the Designated Engineer’s Final Offer. The accepted items shall constitute the
232 Additional Services to be provided during the term of this Agreement.

233 6. The scheduling of Additional Services may be amended in the event of unforeseen
234 circumstances, including, but not limited to unexpected increase in costs of materials, the
235 unavailability of equipment or personnel due to breakdown or the unexpected need to reschedule
236 allocation or resources among the Pueblos and non-Pueblo facilities in the District, or the
237 unscheduled requirements of the Pueblos. The party requesting an amendment shall furnish a
238 justification for the proposed change to the other electronically in writing. Approval of any
239 request shall not be unreasonably withheld, delayed or conditioned.

240 E. RESERVATION OF RIGHT TO SEEK PERFORMANCE OF ADDITIONAL SERVICES BY
241 ANOTHER ENTITY ON SCHEDULE A FACILITIES

242 1. The United States reserves, on its own behalf and each Pueblo's behalf, the right to seek
243 performance by another entity of any Additional Services activity or item which:

244 a) the Designated Engineer requested under **Section V.D** but which the District did
245 not agree to perform;

246 b) was the subject of a notice of deficiency under **Section V.C** of this Agreement
247 which the District agreed to cure, but failed to do so in accordance with its proposal to
248 cure; or

249 c) the United States, in consultation with a Pueblo, determines shall be performed
250 by an entity other than the District.

251 2. The United States, through the Bureau of Indian Affairs, after consultation with the
252 affected Pueblo, may use other options to perform the Additional Services identified in **Section**
253 **V.E.1** above. For Schedule A facilities the District will be provided with descriptions, plans and
254 specifications for any proposed structure to allow the District to review such descriptions, plans
255 and specifications for consistency with irrigation requirements of the District and any adverse
256 effects on the integrity or performance of the irrigation system. In the event the District
257 determines that a proposed structure may have materially adverse effects on the integrity or
258 performance of all or any part of the irrigation system or is otherwise inconsistent with irrigation
259 requirements, it will provide to the Designated Engineer a written explanation of its concerns.
260 The Designated Engineer will meet with the District to review such written concerns prior to
261 initiation of construction.

262 3. The United States and its contractors and subcontractors, and the Pueblos, shall not be
263 obligated to offer to the District any work contracted for or performed under **Section V.E.1** of this
264 Agreement.

265 4. The District shall cooperate with and shall not interfere with any entity performing work
266 pursuant to **Section V.E.1** of this Agreement.

267 5. All Additional Services work on Schedule A facilities will be done by properly licensed
268 third parties and will be done in a good and workmanlike manner in conformance with the
269 applicable standards, principles, practices and techniques and within District Policies. Structures
270 will be constructed in accordance with District and Reclamation design and construction
271 standards. The District will be given an opportunity to review plans and inspect the work to
272 assure compliance with such standards. The District reserves the right to object to any structure
273 that it determines to be inconsistent with the irrigation requirements of the District or that may
274 have materially adverse effects on the integrity or performance of all or any part of the irrigation
275 system. Any disputes will be addressed as provided under **Section VIII.F.**

276 6. Maintenance and replacement of facilities and structures constructed by the District at the
277 request of a Pueblo for that Pueblo's sole benefit, and which do not serve an irrigation, drainage
278 or river flood control function shall be the sole responsibility of that Pueblo from the date of
279 completion and acceptance by that Pueblo.

280 **VI. AGREEMENT CONTACTS**

281 Middle Rio Grande Conservancy District

282
283 CEO/Chief Engineer
284 Middle Rio Grande Conservancy District
285 P.O. Box 581
286 Albuquerque, New Mexico 87103 Telephone No. (505) 247-0234
287 Fax No. (505) 243-7308

288
289 Bureau of Indian Affairs, Southwest Regional Office

290
291 Regional Director, Southwest Region BIA
292 1001 Indian School Road, NW, Suite 301
293 Albuquerque, New Mexico 87104
294 Telephone No.: (505) 563-3403
295 Fax No.: (505) 563-3062

296
297 Contracting Officer Division of
298 Acquisition Bureau of Indian Affairs
299 1001 Indian School Road, NW, Suite 347
300 Albuquerque, New Mexico 87104
301 Telephone: (505) 563-3007
302 Fax No.: (505) 563-3034
303

304 **VII. PAYMENTS AND BUDGET PROCESS**

305 A. The United States shall pay the District (except as may be agreed or ordered under **Section**
306 **VIII.F)** the annual payment for Schedule B services for newly reclaimed lands which shall be the sum
307 identified in Schedule C (the “O&M Payment”), payable in quarterly installments. The quarterly
308 installments may be invoiced on or about June 1, September 1, December 1, and February 28 of each
309 year. The O&M Payment shall be calculated based on a methodology that incorporates NRL Acreage, the
310 water service charge of the District and in lieu of District ad valorem assessments, or other methodology
311 mutually agreed to by the parties. Subject to **Section VII.B**, as applicable, Schedule C may be amended
312 upon the mutual agreement of the parties.

313 B. To account for any changes in costs related to calculation of the O&M Payment and other costs
314 associated with this Agreement, the United States shall engage annually in a budget formulation process
315 with the District and Pueblos two years prior to the next BIA fiscal year. In the budget formulation
316 process, the BIA will:

317 1. Engage with the District in a cost formulation negotiation for budgetary requests for
318 Schedule B services;

319 2. Engage with the Pueblos in a cost formulation negotiation to request funds that may
320 become available in contracts with the United States pursuant to the Indian Self-Determination
321 and Education Assistance Act (ISDEA), 25 U.S.C. §§450-450n (P.L. 93-638);

322 3. Upon confirmation that final negotiated budget requests have been submitted to the
323 Indian Affairs Greenbook, the Designated Engineer will inform the District and the Pueblos of
324 such request once published online at BIA’s website; and

325 4. The parties may amend Schedule C to reflect any mutually agreed changes in the O&M
326 Payment or payment to the Pueblos, if applicable.

327 C. The budget formulation negotiation with the District will include NRL acreage to be served with
328 existing infrastructure.

329 D. Such budget formulation negotiations shall be subject to Congressional appropriations.

330 E. For each Additional Services work item completed by the District, the District shall be paid the
331 agreed upon cost for that work item either upon completion of the work or as agreed upon by the parties,
332 but in no case later than thirty (30) days following the delivery of an invoice.

333 F. Invoices will be submitted by the District for Operations and Maintenance Services described in
334 **Sections VII.A** above to the Designated Engineer who will review them for accuracy and recommend
335 payment. If discrepancies are found, the invoice will be returned to the District for correction and re-
336 submission.

337 G. The District shall submit a separate invoice to the Designated Engineer on or before the tenth
338 (10th) day following the end of the month for each Additional Service that was completed during the
339 month. The invoice shall describe the Additional Service performed and the Designated Engineer and the
340 District Engineer or their designee shall certify that to the best of their knowledge the work was
341 completed. The invoiced cost for each Additional Service project shall not exceed the agreed cost without
342 advance written approval of the BIA Contracting Officer.

343 H. Payment will be made through the Automated Standard Application for Payments (ASAP)
344 through the website www.asap.gov. The District will register with ASAP to receive approved payments
345 electronically.

346 I. It is mutually understood and agreed that payment by the United States under this Agreement is
347 conditioned upon the availability of appropriated funds therefore, and that the United States shall be held
348 harmless from any damage that may be suffered by the District by reason of its nonpayment due to the
349 lack of availability of funds appropriated for this purpose.

350 **VIII. TERMS OF AGREEMENT**

351 A. **MODIFICATION**

352 1. Either party may initiate modifications within the scope of this Agreement. Proposed
353 amendments must be submitted to the other party not less than thirty (30) days prior to the desired
354 implementation date and must be agreed to and approved in writing by both parties. All
355 modifications shall be made by mutual consent of both parties by written modifications, which
356 shall be signed and dated by both parties.

357 2. Any changes to the provisions of this Agreement will be made in writing via a formal
358 modification to this Agreement signed by the District and the BIA Contracting Officer.
359 Modification will cite the Agreement identification number and shall set forth the exact nature of
360 the change and/or modification.

361 3. No verbal statement by any person, and no written statement by anyone other than the
362 principal contacts or authorized representatives acting within the scope of this authority, will be
363 interpreted as modifying or otherwise affecting this Agreement.

364 B. TERM OF AGREEMENT

365 This Agreement shall be effective on the date of the last signature, and shall remain in effect until February 28,
366 2027, at which time the Agreement will be reviewed to determine whether it should be renewed for an additional
367 year, or modified, or terminated. In no event shall the cumulative terms be more than five years. If by February
368 28, 2027, the parties have not exercised, in writing, a bi-lateral amendment to renew or modify this Agreement for
369 an additional year, the Agreement will terminate. Such renewal amendment shall include appropriate modification
370 of the term expiration date in this **Section VIII.B** and of the payments due for such renewal year in **Section VII**,
371 as appropriate. Each participating agency shall receive one copy of the signed Agreement for the Agency's records
372 upon completion of signature. A copy shall also be provided to the Pueblos.

374 C. TERMINATION

375 This Agreement may be terminated or suspended in whole or in part for a definite or indefinite period by either
376 party by providing a written notice of termination or suspension to the other party at least sixty (60) calendar days
377 prior to intended termination or suspension. The BIA shall receive the product, partial or completed, developed,
378 and paid for under this Agreement through the date of termination or suspension.

380 D. OBLIGATIONS

381 Nothing herein shall be considered as obligating either party to expend or as involving the United States in any
382 contract or other obligations for the future payment of money in excess of available appropriations and funding
383 approved and made available for payment under this instrument and modifications thereto.

385 E. ACTIVITIES IN TIME OF EMERGENCIES

386 In the event of an emergency where work may be necessary in order to prevent imminent harm to people, or
387 imminent loss or damage to crops or property on Pueblo lands, the District agrees to advance the order of its work
388 in such a manner as to accomplish the emergency work in the shortest time possible. Costs for the emergency
389 work will be determined as soon as practicable so the District can be compensated for the emergency work. Costs
390 will be added on as a formal modification. Nothing in this Agreement shall be construed to prevent the Pueblo(s)

391 or the Designated Engineer from taking action in an emergency necessary to prevent imminent harm to people or
392 imminent loss or damage to crops or property.

393

394 F. DISPUTE RESOLUTION

395 The Designated Engineer and District Engineer shall promptly meet and confer in good faith to resolve amicably
396 any disputes that arise under this Agreement. If the dispute is not resolved within forty-five (45) days, either party
397 may request mediation before a single mediator agreed to by the District Engineer and the Designated Engineer.

398 The costs of the mediator shall be shared equally by the parties. If within thirty (30) days of appointment of a
399 mediator the parties are not able to resolve the issue, the issue shall be submitted to the Secretary for decision. The
400 Secretary's decision shall be final, subject to appeal pursuant to the Administrative Procedure Act, 25 U.S.C.
401 Subchapter II.

402

403 G. DISSEMINATION

404 The parties agree that they shall take appropriate measures to protect proprietary, privileged or otherwise
405 confidential information that may come into their possession as a result of this Agreement. Copies of this
406 agreement will be distributed by each agency to their respective appropriate offices. All requests for
407 interpretations of this Agreement will be made in writing to BIA Southwest Region, Contracting Officer.

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409 H. COMMUNICATIONS AND COOPERATION

410 In order to ensure proper coordination between District, BIA, and Pueblo personnel, the parties shall keep one
411 another informed at all times. An atmosphere of open communication is essential for the timely completion of
412 services and projects. This Agreement shall not preclude the informal interchange of information between
413 individuals of the agencies nor participation in other meetings involving the interest of either agency.

414

415 I. MISCELLANEOUS PROVISIONS

416 1. The District shall not pile or leave dredged material or any other material, vehicles or
417 equipment on any Pueblo land, and shall not collect material, except as permitted by a valid grant
418 of easement or with the affected Pueblo's written permission. The District shall remove its
419 generated waste material from Pueblo lands, at its own expense, within a reasonable time. If it is
420 determined that dredged material is needed for a future project nearby, the District will work with
421 the affected Pueblo to identify a suitable stockpile location, if the location is outside the District's
422 easements. In no event shall the District leave such material in a manner that creates an unsafe
423 condition or unreasonably impairs the Pueblo's use and enjoyment of its lands.

424 2. The Designated Engineer, in cooperation with the Pueblos, and the District shall agree on
425 reasonable methods and routes onto Pueblo lands to perform work pursuant to this Agreement.
426 The District shall follow each Pueblo's applicable procedures for authorization to enter onto
427 Pueblo lands to perform the services contemplated by this Agreement. The District will be
428 provided with any necessary keys or codes to allow access to irrigation-related easements where
429 public access has been limited by the Pueblo for security or other reasons.

430 3. The District agrees that in connection with the performance of work on Pueblo lands
431 under this Agreement, it shall not discriminate against any employee or applicant for employment
432 because of race, religion, color, national origin or any other protected class, except that it shall
433 grant an Indian preference in employment pursuant to 25 U.S.C. §§ 45- 46 in the performance of
434 work on Pueblo lands within the District. The aforesaid provisions shall include, but not be
435 limited to, the following: employment, up-grading, demotion, transfer, recruitment, recruitment
436 advertising, layoff, termination, rates of pay or other forms of compensation, and selection for
437 training, including apprenticeship. The District agrees to post hereafter in conspicuous places,
438 available for employees and applicants for employment, notices to be provided by the District
439 officer setting forth the provisions of the non-discrimination clause. The District further agrees to
440 insert the foregoing provisions in all subcontracts for standard commercial supplies or raw
441 materials.

442 4. The District warrants that no person or selling agency has been employed or retained to
443 solicit or secure this Agreement upon an agreement or understanding for a commission,
444 percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established
445 commercial or selling agencies maintained by the District for the purpose of securing business.
446 For breach or violation of this Warranty, the United States shall have the right to annul this
447 Agreement without liability, or in its discretion, to deduct from the agreed price or consideration
448 the full amount of such commission, percentage, brokerage, or contingent fee.

449 5. No member of, or delegate to Congress, or resident commissioner, shall be admitted to
450 any share or part of this Agreement or to any benefit that may arise there from, but this restriction
451 shall not be construed to extend to this Agreement if made with a corporation for its general
452 benefit.

453 6. The terms and provisions of this Agreement shall be binding upon and shall inure to the
454 benefit of the United States and its assigns and upon the successors and assigns of the District, the
455 parties thereto.

456 7. The District shall comply with the Single Audit Act, 31 U.S.C. §§ 7501 – 7505, if
457 applicable.

458 8. Nothing in this Agreement shall be construed as a waiver by any party to this Agreement
459 or by the Pueblos of any rights or remedies available to them, jointly or individually, regarding
460 the actions taken pursuant to this Agreement and the underlying statutes and agreements which
461 form the basis of this Agreement.

462 9. Nothing in this Agreement shall be construed as imposing an obligation to incur any
463 expense not authorized by law; or as preventing the Secretary from taking other action
464 independent thereof as the Secretary may decide necessary for the protection of the Pueblos'
465 property and water rights. Nor shall anything herein prevent the Pueblo(s) from taking any
466 independent action as may be deemed necessary to prevent eminent harm to people, or eminent
467 loss or damage to crops or property, or protect their property or water rights.

468 10. Nothing in this Agreement shall either explicitly or implicitly: 1) be construed as an
469 adjudication of the United States', the Pueblos' or the District's water rights; (2) adversely affect
470 the United States', the Pueblos' or the District's water rights; or, (3) limit or waive any water
471 rights claimed or asserted or that may be claimed or asserted by the United States on behalf of the
472 Pueblos, or by the Pueblos, individually or collectively, or by the District.

473 11. This Agreement shall not be admissible in court, or any administrative proceedings, for
474 any purpose relating to the Pueblos' water rights or the District's water rights or proof of
475 ownership or title to irrigation facilities and related works operated and maintained by the District
476 within the Middle Rio Grande Project. It is, however, admissible in an action seeking to enforce
477 this Agreement.

478 12. This Agreement may be executed in any number of counterparts, each of which shall be
479 deemed an original and all of which shall constitute one and the same instrument. Facsimile or
480 electronic copies of signatures shall be deemed original signatures of the person signing this
481 Agreement.

482 13. Any damage to Pueblo property caused by the District shall be promptly repaired or
483 replaced by the District at its own expense. If the District does not agree that it caused such
484 damage, or the parties cannot agree on the extent or cost to repair or replace such damage, the
485 liability for such damage shall be determined in accordance with **Section VIII.F**. If the District
486 fails to timely repair or replace any such damage for which it is liable as determined under
487 **Section VIII.F**, the United States may, after thirty (30) days written notice to the District and the
488 District's failure to make such repairs, use other options to perform the work under **Section V.E**,
489 and the District shall be liable for the costs thereof.

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491 **IX. ACCEPTANCE & APPROVAL**

492 The undersigned agree to the terms and condition of this Agreement, which defines the responsibilities of the
493 Middle Rio Grande Conservancy District and the Bureau of Indian Affairs, Southwest Regional Office for
494 services and payment for services on facilities serving newly reclaimed lands within Pueblo lands. The terms set
495 forth in this Agreement constitute the sole understanding by and between the parties hereto. It supersedes any and
496 all prior agreements, understandings, or representations whether oral or written. IN WITNESS WHEREOF, the
497 parties have executed this agreement as of the last written date below:

498

499 Acceptance-Servicing Agency

500 **MIDDLE RIO GRANDE CONSERVANCY DISTRICT:**

501

502 _____

503 Board Chair

Date

504

505

506 Approval – Requesting Agency

507 **THE UNITED STATES:**

508

509 _____

510 BIA, Regional Director

Date

511 Southwest Region

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514 _____

515 BIA, Contracting Officer

Date

516 Southwest Region

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**SCHEDULE A: FACILITIES ON PUEBLO LANDS
MAINTAINED UNDER THIS AGREEMENT**

COCHITI LIST A		
1	Cochiti Eastside Canal & Wasteway	All
2	Baca Lateral Nos. 1 & 2	Heading only
3	Sili Main Canal	All
4	Island Lateral	All
5	Arquero Lateral	Heading Only
6	Trujillo Feeder	Station 0+00 to 3+62.2
7	Village Feeder	Heading and outfall structure only
8	Pena Blanca Riverside Drain	All

COCHITI facilities not on List A	
Pending further discussion, the Agreement can be modified to add facilities to List A or to remove facilities from the Agreement.	
Baca Lateral Nos. 1 and 2	Beyond Heading and outfall
Pena Blanca Lateral No. 1	All
Pena Blanca Lateral No. 2	All
Arquero Lateral	Beyond Heading
Village Feeder	Beyond outfall structure

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SANTO DOMINGO (KEWA) LIST A		
1	Cochiti Eastside Canal and Wasteway Structure on Galisteo Wash	All
2	Sili Main Canal and Wasteway Structures	All
3	Rivera Lateral	All, pending execution of use permit or easement
4	Pueblo Lateral	Station 0+00 to Station 8+25
5	Augustine (Domingo) Lateral	All
6	Santiago Lateral	Station 0+00 to Station 6+75.5
7	Railroad Lateral	All
8	Pena Blanca Riverside Drain	All
9	Santo Domingo Interior Drain	All
10	Santo Domingo Eastside Riverside Drain	All
11	Santo Domingo Westside Riverside Drain	All

SANTO DOMINGO (KEWA) facilities not on List A	
Pending further discussion, the Agreement can be modified to add facilities to List A or to remove facilities from the Agreement.	
Majada Lateral	All
Majada Drain	All
Santiago Lateral	Beyond Station 6+75.5
Rocky Point Lateral	All

**SCHEDULE A: FACILITIES ON PUEBLO LANDS
MAINTAINED UNDER THIS AGREEMENT**

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SAN FELIPE LIST A		
1	Cochiti Eastside Canal & Wasteway	All
2	Sili Main Canal & Wasteway	All
3	Angostura Lateral	All, to include Maria Chaves Lateral Heading
4	Algodones Lateral	Station 0+00 to Station 55+00
5	Yeso Lateral	All
6	Santa Ana Feeder	All
7	Cubero Lateral	All
8	Monica Lateral	Station 0+00 to Station 5+01.7
9	Elota lateral	All
10	San Felipe Siphon	All, pending execution of use permit or easement
11	Valencia Feeder	All
12	Santo Domingo Eastside Riverside Drain	All
13	Algodones Riverside Drain	All
14	San Felipe Lower Riverside Drain	Station 0+00 to Station 81+00
15	Bernalillo Riverside Drain (Atrisco Feeder)	All
16	Yeso Interior Drain No. 1 & 2	All
17	Tonque Lateral	Heading only

SAN FELIPE facilities not on List A	
Pending further discussion, the Agreement can be modified to add facilities to List A or to remove facilities from the Agreement.	
Algodones Lateral	Beyond Station 55+00
San Felipe Riverside Drain	All
Tonque Lateral	Beyond Heading to Station 4+25



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**SCHEDULE A: FACILITIES ON PUEBLO LANDS
MAINTAINED UNDER THIS AGREEMENT**

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SANTA ANA LIST A		
1	Albuquerque Main Canal	All
2	Bosque Lateral No. 1	All
3	Santa Ana Acequia	Heading Only
4	Feeder Crossing Albuquerque Main Canal at Station 69+73.6	All
5	Bernalillo Riverside Drain (Atrisco Feeder)	All
6	Ranchitos Drain	All, contingent on letter from Pueblo expressing its wishes for the facility

SANTA ANA facilities not on List A	
Pending further discussion, the Agreement can be modified to add facilities to List A or to remove facilities from the Agreement.	
Parallel Laterals constructed by District along both sides of Albuquerque Main Canal – Mirabel Lateral	All
Parallel Laterals constructed by District along both sides of Albuquerque Main Canal – Un-named Lateral (concrete lined)	All
Santa Ana Wasteway	All

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SANDIA LIST A		
1	Albuquerque Main Canal	All
2	Corrales Main Canal	All
3	Sandia Lateral	All
4	Sandia Acequia & Wasteway	All
5	Alameda Lateral	All
6	Bosque Lateral No. 2	All, pending execution of use permit or easement
7	Sandia Lateral No. 2 (Bosque Lateral No. 3)	All
8	Bernalillo Riverside Drain (Atrisco Feeder)	All
9	Bernalillo Interior Drain	All
10	Albuquerque Riverside Drain & Extension	All

SANDIA facilities not on List A	
Pending further discussion, the Agreement can be modified to add facilities to List A or to remove facilities from the Agreement.	
Garcia Lateral	All
Bernalillo Acequia	Currently maintained by MRGCD

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**SCHEDULE A: FACILITIES ON PUEBLO LANDS
MAINTAINED UNDER THIS AGREEMENT**

ISLETA LIST A		
1	Belen Highline Canal & Wasteway	All
2	Peralta Main Canal	All
3	Chical Lateral & Wasteway (Big Chical)	All
4	Indian Lateral No. 1 & Wasteway	All
5	Arenal Canal & Wasteway	All
6	Barr-Chical Diversion Connection	All
7	Butte Lateral	All
8	Los Lunas Lateral	All
9	Otero Lateral	All
10	Hell's Canyon Wasteway	All
11	New Belen Ditch	All
12	Chical Acequia (Little Chical)	Station 0+00 to 55+74.55
13	Cacique (Sand Hill) Lateral	All
14	Albuquerque Riverside Drain	All
15	Atrisco Riverside Drain	All
16	Isleta Interior Drain	All
17	Indian Interior Drain	All
18	Isleta Riverside Drain	All
19	Belen Riverside Drain	All
20	Peralta Riverside Drain	All
21	Tome Interior Drain	All

ISLETA facilities not on List A Pending further discussion, the Agreement can be modified to add facilities to List A or to remove facilities from the Agreement.	
Cacique (Ranchitos) Lateral	All

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SCHEDULE B: OPERATION AND MAINTENANCE SERVICES

No.	O&M ITEM	
OPERATIONS		
1.	Delivery of Water	
2.	Ditch riding and operations during Irrigation Season	
3.	Coordination with Pueblo field staff by MRGCD staff	
MAINTENANCE		
1.	Vegetation Management	Conducted to ensure efficient delivery of water, to provide access to irrigation facilities, and as necessary over the duration of the irrigation season consistent with other District-maintained facilities on non-pueblo lands.
	1a. Mowing	Decisions will be made to accomplish the purposes described above and will take into account scheduling of available manpower and equipment District-wide.
	1b. Herbicide application	Herbicide application in accordance with herbicide manufacturer's recommendations; consistent with practices on other District-maintained facilities on non-Pueblo lands, subject to each Pueblo's right to limit or preclude application of herbicide.
2.	Dredging	Dredging will be completed to maintain channel capacity and to otherwise accomplish efficient delivery of water, consistent with practices on other District-maintained facilities on non-Pueblo lands.
3.	Grading of maintenance roads and rights-of-way.	Grading of roads and ditch banks to maintain vehicular access for irrigation purposes. Grading to be performed consistent with other District-maintained facilities on non-Pueblo lands.
4.	Maintenance, repair, and replacement of existing irrigation structures such as ditch banks turnout gates, check gates, weirs, water measurement facilities, diversion structures, culvert inlets and outlets, headings, traffic gates, crossings, bridges, catwalks, and footbridges.	These services to be performed as required to ensure efficient irrigation operations and for human safety and consistent with District-maintained facilities on non-Pueblo lands
5.	Maintenance, installation, repair and replacement of safety features (such as railing and signage) within District right-of-way.	These services to be performed consistent with District-maintained facilities on non-Pueblo lands

6.	Roadway Crossings	These services to be performed consistent with District-maintained facilities on non-Pueblo lands
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NOTE: In the event of conflict between this Schedule B and the terms of the Agreement to which it is attached, the terms of the Agreement shall govern. All Schedule B maintenance services will be identified in the Work Schedule provided for under Section V.B of this Agreement.

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The District shall perform all Schedule B services on Schedule A Facilities and any Additional Services agreed to by the parties in a good and workmanlike manner in conformance with the policies, standards, and best practices applicable to all District facilities and each Pueblo and in conformance with state and federal regulations and written guidance specific to maintenance of irrigation facilities.

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SCHEDULE C

THE O&M PAYMENT FOR EACH IRRIGATION SEASON:

US Fiscal Year 2024

Line Item	Budget Request	Congressional Approved
O&M Payment to the District	850,000	
Designated Engineer Salary	150,000	
ISDEA Funds to the Pueblos	250,000	
Total	1,250,000	

US Fiscal Year 2025

Line Item	Budget Request	Congressional Approved
O&M Payment to the District	TBD	TBD
Designated Engineer Salary	TBD	TBD
ISDEA Funds to the Pueblos	TBD	TBD
Total	TBD	TBD

NOTE: Budget justifications and formulation will be conducted annually and made a part of the Agreement upon publishing in the Indian Affairs Greenbook and Congressional appropriations. In the event of continuing resolutions from Congress. The US Fiscal Year runs from October 1 of one calendar year through September 30 of the next.

669 General Terms and Conditions

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671 By accepting this agreement, the recipient and its executives, as defined in 2 CFR § 170.315, certify that
672 the recipient's policies are in accordance with the Office of Management and Budget's guidance located
673 at 2 CFR part 200, all applicable Federal laws, and relevant Executive guidance, especially:

674

- 675 • President's September 2, 2020 memorandum, entitled Memorandum on Reviewing Funding to
676 State and Local Government Recipients of Federal Funds that Are Permitting Anarchy,
677 Violence, and Destruction in American Cities;
- 678 • Executive Order on Protecting American Monuments, Memorials, and Statues and
679 Combating Recent Criminal Violence (E.O. 13933); and
- 680 • Guidance for Grants and Agreements in Title 2 of the Code of Federal Regulations (2 CFR), as
681 updated in the Federal Register's 85 FR 49506 on August 13, 2020, particularly on:
 - 682 ○ Prohibiting the purchase of certain telecommunication and video surveillance
683 services or equipment in alignment with section 889 of the National Defense
684 Authorization Act of 2019 (Pub. L. No. 115—232) (2 CFR part 200.216),
 - 685 ○ Promoting the freedom of speech and religious liberty in alignment with Promoting
686 Free Speech and Religious Liberty (E.O. 13798) and Improving Free Inquiry,
687 Transparency, and Accountability at Colleges and Universities (E.O. 13864) (§§
688 200.300, 200.303, 200.339, and 200.341),
 - 689 ○ Providing a preference, to the extent permitted by law, to maximize use of goods,
690 products, and materials produced in the United States (2 CFR part 200.322), and
 - 691 ○ Terminating agreements in whole or in part to the greatest extent authorized by law, if
692 an award no longer effectuates the program goals or agency priorities (2 CFR part
693 200.340).

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695 **1. MODIFICATION AND TERMINATION**

- 696 a. Pursuant to 2 C.F.R. § 200.308, certain types of post-award programmatic and budget
697 changes require prior written approval from the Bureau Grant Agreement Officer.
- 698 b. The terms of this Grant Agreement may be modified only by written agreement of the
699 Parties through their duly authorized representatives. Notwithstanding the foregoing, the
700 Bureau may make changes to this Grant Agreement by means of a unilateral
701 modification to address administrative matters, such as changes in address, no-cost time
702 extensions at the Recipient's request, remove or de-obligation of excess funds during
703 closeout of the Grant Agreement, provided that no unilateral modification will in any
704 matter change any material term of the Grant Agreement.

- c. Pursuant to 2 C.F.R. § 200.339, either Party may terminate the Grant Agreement prior to the period of performance end date listed in this section.
- d. Pursuant to 2 C.F.R. § 200.343, the Bureau will close-out the Grant Agreement when it determines that all applicable administrative actions and all required work has been completed.

2. PAYMENTS

All domestic financial assistance award payments/disbursements shall be made using a US-based financial institution. Payments shall be made using the Automated Standard Application for Payments (ASAP), a system administered by the Department of the Treasury.

- a. ASAP. A recipient must be registered with the Bureau of Indian Affairs in ASAP. All payments under this Grant Agreement will be made by electronic funds transfer through the Treasury Financial Management Service, Automated Standard Application for Payments (ASAP) site is http://www.fiscal.treasury.gov/fsservices/gov/pmt/asap/asap_home.html.
- b. Invoice. The Recipient will submit all official invoices to the Bureau Project Officer not more than once per month.
- c. System for Award Management. All payments will be deposited in the banking information designated by the Recipient in the System for Award Management (SAM).

3. APPLICABLE REGULATIONS AND OTHER PROVISIONS

The Recipient shall be subject to the following administrative, cost principles, and single audit requirements found in financial assistance regulations. Copies of these regulations can be obtained by visiting the Electronic C.F.R. website.

- a. Institutions of Higher Education, State and Local Governments, Tribal Governments, and Non-Profit Organizations
 - i. 2 C.F.R. part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
 - 1. 2 C.F.R. subpart A, Acronyms and Definitions
 - 2. 2 C.F.R. subpart B, General Provisions
 - 3. 2 C.F.R. subpart C, Pre-Federal Award Requirements and Contents of Federal Awards
 - 4. 2 C.F.R. subpart D, Post Federal Award Requirements
 - 5. 2 C.F.R. subpart E, Cost Principles
 - 6. 2 C.F.R. parts 200.416 and 200.417, Special Cost Considerations for State, Local Governments, and Indian Tribes

7. 2 C.F.R. parts 200.418 and 200.419, Special Cost Considerations for Institutions of Higher Education
 8. 2 C.F.R. subpart F, Audit Requirements parts 200.501 to 200.512ii. 2 C.F.R. parts 1402.103, 1402.112, 1402.113 and 1402.315 Financial Assistance Interior Regulation.
- iii. Publications – Results of any project carried out under a financial assistance award are to be published in professional journals, trade magazines, or publications otherwise made by the DOI. Such manuscripts or publications submitted to journals or professional books for publication shall be accompanied by the following notation: Submission of this manuscript for publication with the understanding that the United States Government is authorized to reproduce and distribute reprints for Governmental purposes. Publishers are required to send copies, whether they be in print or electronic format (CD-ROM, DVD). Materials born digitally and not produced in print or a tangible electronic format like a CD-ROM or DVD must send a link to the digital document. The address of the library is: U.S. Department of the Interior, Natural Resources Library, Division of Information and Library Services, Gifts and Exchange Section, 18th and C Streets, NW. Washington, DC 20240. For additional information please visit the website for the Natural Resources Library.
- iv. Indirect Costs Proposals
1. Appendix III to 2 C.F.R. part 200 – Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs)
 2. Appendix IV to 2 C.F.R. part 200 – Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations
 3. Appendix V to 2 C.F.R. part 200 – State/Local Government and Indian Tribe Wide Central Service Cost Allocation Plans
 4. Appendix VI to 2 C.F.R. part 200 – Public Assistance Cost Allocation Plans
 5. Appendix VII to 2 C.F.R. part 200 – States and Local Government and Indian Tribe Indirect Cost Proposals
- b. 2 C.F.R. § 25 Central Contractor Registration and Data Universal Numbering System (Appendix A)
- c. 2 C.F.R. § 474 Travel Costs (Appendix A and B) See ATTACHMENT A.
- d. Recipient Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights pursuant to the 2013 National Defense Authorization Act, P.L. 112-239.

- i. This Grant Agreement award and employees working on this Grant Agreement award will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112- 239)
 - ii. The Recipient shall inform its employees in writing, in the predominant language of the workplace, of employee whistleblower rights and protections under 42 U.S.C. 4712.
- e. Conflict of Interest Provisions (a)-(f).
 - (a) Applicability.
 - (1) This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal assistance agreements.
 - (2) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 may apply.
 - (b) Requirements.
 - (1) Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
 - (2) Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of Interest. Conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to the recipient or subrecipient or in development of the requirement leading to the funding announcement.
 - (3) No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.
 - (c) Notification.

- (1) Non-Federal entities, including applicants for financial awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of Interest.
- (2) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients.
- (d) Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this Grant Agreement or Grant Agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.
- (e) Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed Grant Agreement or Grant, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.
- (f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR § 180).

Notwithstanding the provisions of § 200.444 General costs of government, travel costs of officials covered by that section are allowable with the prior written approval of the Federal awarding agency or pass-through entity when they are specifically related to the Federal award.

(b) Lodging and subsistence. Costs incurred by employees and officers for travel, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the non-Federal entity in its regular operations as the result of the non-Federal entity's written travel policy. In addition, if these costs are charged directly to the Federal award documentation must justify that: (1) participation of the individual is necessary to the Federal award; and (2) The costs are reasonable and consistent with non-Federal entity's established travel policy.

f. Other Provisions

- i. Privacy Act. The Privacy Act, 5 U.S.C. § 552a, applies to all activities under this Grant Agreement and the Recipient agrees to protect personally identifiable information and other privileged and confidential information as defined under that Act and other applicable federal laws. In order to receive access to personally identifiable information, the Recipient's staff must sign a non-disclosure agreement and take Privacy Act and information security training.
- ii. Non-Exclusive Agreement. This Grant Agreement in no way restricts the Bureau from entering into similar agreements, or participating in similar activities or arrangements, with other tribes, public or private agencies, organizations, or individuals.
- iii. Survival. Any and all provisions which, by their nature, are reasonably expected to be performed after the expiration or termination of this Grant Agreement shall survive and be enforceable after the expiration or termination of this Grant Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Grant Agreement shall survive the expiration or termination of this Grant Agreement.
- iv. Partial Invalidity. If any provision of this Grant Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Grant Agreement shall not be affected thereby and each provision of this Grant Agreement shall be valid and be enforced to the fullest extent permitted by law.
- v. No Employment Relationship. This Grant Agreement is not intended to and shall not be construed to create an employment relationship between the Department or any bureau thereof and the Participating Tribe or its members, employees or contractors. No Participating Tribe or its member, employee or contractor shall perform any function or make any decision reserved by law or policy to the federal government.
- vi. No Third-Party Rights. This Grant Agreement creates enforceable obligations between only the Department and the Participating Tribe. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Grant Agreement.
- vii. Captions and Headings. The captions, headings, article numbers and paragraph numbers appearing in this Grant Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provisions of this Grant Agreement in any way affecting this Grant Agreement.

- viii. Conflict. In the event of a conflict between any information contained in the Grant Agreement Application and the Grant Agreement, and the Status Report shall prevail.

4. STATUTE AND REGULATION REQUIREMENTS

The following statutory and national policy requirements apply to individuals and non-Federal entities, including foreign public entities and foreign organizations, unless otherwise described in this section.

- a. 2 CFR part 25 Unique Entity Identifier – Unless exempted from this requirement under 2 CFR 25.110, the recipient must maintain the currency of their information in the System for Award Management (SAM) until submission of their final financial report required under this award or receipt of final payment, whichever is later. The recipient must notify potential subrecipients of the requirement to provide its unique entity identifier. The requirements in this part do not apply to individuals or any entity with a qualifying condition and exempted by the awarding bureau or office before award per 2 CFR §25.110(d) and bureau or office policy.
- b. 2 CFR part 170 Reporting Subawards and Executive Compensation – Unless the recipient is exempt from this award term, the recipient must report each action that obligates \$25,000 or more in federal funds for a sub-award to an entity. The recipient must report each obligating action to the Federal Funding Accountability and Transparency Act Subaward Reporting System. No later than the end of the month following the month in which the obligation was made. Recipients must report executive total compensation described in paragraph (b)(1) of this award term as part of your SAM registration profile by the end of the month following the month in which this award is made, and annually thereafter. Recipients must include the award term at paragraph c. concerning reporting of subrecipient total executive compensation in subaward agreements. This rule applies to all other awards with a total Federal share of more than \$500,000. It does not apply to individuals.
- c. 2 CFR part 175 Award Term for Trafficking in Persons – Applies to private entities as defined in 2 CFR §175.25(d) and awards to States, local governments, Indian tribes or foreign public entities, if funding could be provided under the award to a private entity as a subrecipient.
- d. 2 C.F.R. part 200 Appendix XII Recipient Integrity and Performance Matters (FAPIS) – Applies to awards with a total federal share of more than \$500,000.
- e. 2 C.F.R. part 1400 Nonprocurement Debarment and Suspension – A person or entity who is debarred or suspended is excluded from activities involving Federal financial and nonfinancial assistance and benefits. Recipients of DOI financial assistance (See exceptions in part 1400.215 to "primary covered transactions"),

are required to determine whether it or any of its principals (as defined in 2 C.F.R. part 180.995) is excluded or disqualified from participating in a covered transaction (i.e., grant or Grant Agreement) prior to entering into the covered transaction, i.e., prior to the drawdown of funds which signals acceptance of the grant award. Individuals and entities excluded from receiving government financial assistance and contracts are can be found on the GSA's System for Award Management website.

- f. 2 C.F.R. part 1401 Requirements for Drug-Free Workplace – Under the Drug-Free Workplace Act of 1988, 41 U.S.C. parts 701-707 a drug-free workplace policy is required for any organizations receiving a federal financial assistance award of any size. At a minimum, such organizations must:
 - i. Prepare and distribute a formal drug-free workplace policy statement.
 - ii. Establish a drug-free awareness program.
 - iii. Ensure that all employees working on the federal contract understand their personal reporting obligations.
 - iv. Take direct action against an employee convicted of a workplace drug violation.
 - v. Maintain an ongoing good faith effort to meet all the requirements of the Drug-Free Workplace Act throughout the life of the award. This rule does not apply to foreign public entities or foreign organizations.
- g. 43 C.F.R. part 18 New Restrictions on Lobbying – The Authorized Representative's signature on the application submitted to the DOI bureau or offices certifies to the statements in 43 C.F.R. part 18, Appendix A Certification Regarding Lobbying. These provisions prohibit the use of Federal funds for lobbying the executive or legislative branches of the Federal government in connection with an award, and require disclosure of the use of non-Federal funds for lobbying (31 U.S.C. part 1352). Any recipient (See Definition in 43 C.F.R. part 18.105(o)) that requests or receives (31 U.S.C. part 1352(2)(b) more than \$100,000 in Federal funding and has made or agrees to make any payment using non-appropriated funds for lobbying in connection with a proposal or award shall submit a completed Form SF-LLL, "Disclosure of Lobbying Activities," regarding the use of non-Federal funds for lobbying. The Form SF-LLL shall be submitted at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. Recipient includes all contractors and subgrantees at any tier of the recipient of funds received in connection with a Federal grant, loan, or Grant Agreement. These restrictions do not apply to an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law. Please

- visit 43 C.F.R. part 18.110 Certification and Disclosure Requirements for more information.
- h. 41 U.S.C. part 4712 Enhancement of Recipient and Subrecipient Employee Whistleblower Protection – Applies to all awards over the simplified acquisition threshold (currently \$250,000).
 - i. 41 U.S.C. part 6306 Prohibition on Members of Congress Making Contracts with Federal Government – No member of or delegate to the United States Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public’s general benefit.
 - j. Section 743 of Division E Title VII of Pub. L. 113-235 Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements
 - k. 42 U.S.C. part 2000(d) Title VI of the Civil Rights Act of 1964, and the DOI implementing regulations published at 43 C.F.R. part 17 and Special Regulations at 43 C.F.R. part 4.800 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance.
 - l. 20 U.S.C. part 1681 Title IX of the Education Amendments of 1972, and DOI implementing regulations published at 43 C.F.R. part 41.100 prohibiting discrimination on the basis of sex in Federally assisted education programs or activities.
 - m. 42 U.S.C. part 12101 The Americans with Disabilities Act of 1990 – Prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by State and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation. Section 504 of the Rehabilitation Act of 1973, as amended 29 U.S.C. part 794, and the DOI implementing regulations published at 43 C.F.R. part 17 subpart B prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal financial assistance.
 - n. 41 C.F.R. parts 101-19.6 Accessibility Standards – For purposes of complying with the standards set forth in non-federal entities must adhere to the regulations, published by the U.S. Department of Justice, implementing Title II of the Americans with Disabilities Act (ADA) 28 C.F.R. part 35; and Title III of the ADA 28 C.F.R. part 36. The revised regulations adopted new enforceable accessibility standards called the “2010 ADA Standards for Accessible Design,” which replace and supersede the former Uniform Federal Accessibility Standards for new construction and alteration projects.
 - o. 42 U.S.C part 6101 The Age Discrimination Act of 1975, and DOI implementing regulations published at 43 C.F.R. parts 17.300-17.339 unless an exception

applies in 43 C.F.R. part 17.302, the rule prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance.

- p. 42 U.S.C. part 2000(e) Title VII of the Civil Rights Act of 1964 – Generally prohibits employers from discriminating against employees on the basis of religion. Title VII prohibits discriminatory treatment of employees on the basis of their religious beliefs and requires employers to make reasonable accommodations for employees’ religious practices. Religious organizations, however, may be exempt from some of the prohibitions of Title VII.
- q. Executive Order No. 11,246, 1965 Equal Employment Opportunity – Requires federally assisted construction contracts to include the nondiscrimination provisions of parts 202 and 203 of Executive Order No. 11,246 and Department of Labor regulations implementing at 41 C.F.R. part 60-1.4(b).
- r. Executive Order No. 12,432. 1983 Minority Business Enterprise Development– Encourages recipients to utilize minority business enterprises in the performance of the award. When contracting for any supplies, services, research, or construction under the award, the recipients must make their best efforts to solicit bids, proposals, or quotations from minority business enterprises. A minority business enterprise is defined as a business that is at least 51 percent owned by one or more minority individuals, or in the case of any publicly owned business, at least 51 percent of the voting stock is owned by one or more minority individuals. The daily business operations are likewise managed by a minority owner. A minority individual is defined as a U.S. citizen who has been subjected to racial or ethnic prejudice or cultural bias because of his or her identity as a member of this group without regard to his or her individual qualities. Such groups include, but are not limited to: Black [African] Americans, Hispanic Americans, Native Americans, and Asian Pacific Americans.
- s. Executive Order No. 13,043, 1997 Increasing Seat Belt Use in the United States –Non-Federal entities are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees and contractors when operating company-owned, rented, or personally owned vehicles. Individuals are encouraged to use seat belts while driving in connection with award activities.
- t. Executive Order No. 13,513, 2009 Federal Leadership on Reducing Text Messaging While Driving Non-Federal entities are encouraged to adopt and enforce policies that ban text messaging while driving company-owned, government-rented vehicles or while driving privately-owned vehicles in connection with award activities.
- u. Sec. 5. Requirements for Federal Grants. The heads of all agencies shall review their respective grant programs and identify programs for which the agency may, as a condition of receiving such a grant, require the recipient to certify that it will not use Federal funds to promote the concepts that

- i. (a) one race or sex is inherently superior to another race or sex;
- ii. (b) an individual, by virtue of his or her race or sex, is inherently racist, sexist, or oppressive, whether consciously or unconsciously;
- iii. (c) an individual should be discriminated against or receive adverse treatment solely or partly because of his or her race or sex;
- iv. (d) members of one race or sex cannot and should not attempt to treat others without respect to race or sex;
- v. (e) an individual's moral character is necessarily determined by his or her race or sex;
- vi. (f) an individual, by virtue of his or her race or sex, bears responsibility for actions committed in the past by other members of the same race or sex;
- vii. (g) any individual should feel discomfort, guilt, anguish, or any other form of psychological distress on account of his or her race or sex; or
- viii. (h) meritocracy or traits such as a hard work ethic are racist or sexist, or were created by a particular race to oppress another race. Within 60 days of the date of this order, the heads of agencies shall each submit a report to the Director of the Office of Management and Budget (OMB) that lists all grant programs so identified.

5. DATA AVAILABILITY

- a. Applicability. The Department of the Interior is committed to basing its decisions on the best available science and providing the American people with enough information to thoughtfully and substantially evaluate the data, methodology, and analysis used by the Department to inform its decisions.
- b. Use of Data. The regulations at 2 CFR 200.315 apply to data produced under a Federal award, including the provision that the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award as well as authorize others to receive, reproduce, publish, or to otherwise use such data for Federal purposes.
- c. Availability of Data. The recipient shall make the data produced under this award and any subaward(s) available to the Government for public release, consistent with applicable law, to allow meaningful third party evaluation and reproduction of the following:
 - i. The scientific data relied upon;
 - ii. The analysis relied upon; and
 - iii. The methodology, including models, used to gather and analyze data.

6. REMEDIES FOR NONCOMPLIANCE

Pursuant to 2 C.F.R. § 200.338, if the Recipient fails to comply with any term of this

Grant Agreement, whether stated in a Federal statute or regulation, an assurance, recital, or elsewhere, the Bureau may take one or more of the following actions, as appropriate in the circumstances:

- a. Temporarily withhold cash payments pending correction of the deficiency by the Recipient;
- b. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
- c. Wholly or partly suspend or terminate the current award;
- d. Initiate suspension or debarment proceedings;
- e. Withhold further awards for the program; and/or
- f. Take other remedies that may be legally available.

Pursuant to 2 C.F.R. § 200.341, upon taking any remedy for non-compliance, the Recipient will have an opportunity for such hearing, appeal, or other administrative proceeding to which the Recipient is entitled under any statute or regulation applicable to the action involved.

7. AGENCY AND TORT LIABILITY

The Recipient is not an agent or representative of the United States, and neither the Bureau nor the Recipient will represent the Recipient as such to third parties. Bureau employees are not agents of the Recipient and will not act on behalf of the Recipient. Employees of the Recipient are not agents of the Bureau and will not act on behalf of the Bureau. Members and employees of the Recipient are not considered U.S. Government employees, officers, or agents, and are not covered under the Federal Tort Claims Act, 28

U.S.C. 2671 et seq., or the Federal Employee Compensation Act, 5 U.S.C. 8101 et seq.

8. ENDORSEMENTS

- a. The Recipient shall not publicize or otherwise circulate, promotional material, such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications, which states or implies governmental, Departmental, bureau, or government employee endorsement of a product, service, or position which the Recipient represents. No release of information relating to this Grant Agreement may state or imply that the Government approves of the Recipient's work products, or considers the Recipient's work product to be superior to other products or services.
- b. All information submitted for publication or other public releases of information regarding this award shall carry the following disclaimer: The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government.

Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.

- c. The Recipient must obtain prior Government approval for any public information releases concerning this Grant Agreement or award which refer to the Department of the Interior or any bureau or employee by name or title. The specific text, layout, photographs, etc. of the proposed release must be submitted with the request for approval.
- d. The Recipient agrees to include this provision in a sub-award to all subrecipients, except for a sub-award to a State government, a local government, or to a federally recognized Indian tribal government.

9. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS

Pursuant to 2 C.F.R. § 200.333, the Recipient shall maintain and make available for access all financial and programmatic records, supporting documents, statistical records, and other records pertinent to this Grant Agreement.

10. AUDIT REQUIREMENTS

Pursuant to 2 C.F.R. § 200, Subpart F – Audit Requirements, if the Recipient expends \$750,000 or more during the Recipient's fiscal year in Federal awards, the Recipient must have a single or program-specific audit conducted for the year in accordance with Subpart F.

11. INDIAN PREFERENCE PROGRAM

Pursuant to DOI Acquisition Regulation (DIAR) Part 1426 – Other SocioEconomic Programs, it is Indian Affairs (IA) policy to place a fair share of purchases with Indian- owned economic enterprises. IA is strongly committed to the objectives of this policy and encourages all Federal financial assistance recipients to take affirmative steps to ensure such fairness, including the following:

- a. Ensure that Indian owned businesses are used to the fullest extent practicable;
- b. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by Indian owned businesses;
- c. Consider in the contract process whether firms competing for larger contracts intend to subcontract with Indian owned businesses;
- d. Encourage contracting with consortiums of Indian owned businesses when a contract is too large for one of these firms to handle individually; and
- e. Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of Indian owned.

ATTACHMENT A

2 C.F.R. § 474 Travel Costs (Appendix A and B)

Will need all travel receipts submitted for non-federal and federal to justify costs. The Recipient must do a SF425 as a separate final financial statement to reflect exact amounts.

§ 200.474 Travel costs.

- (a) General. Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the non-Federal entity. Such costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the non-Federal entity's non-federally-funded activities and in accordance with non-Federal entity's written travel reimbursement policies. Notwithstanding the provisions of § 200.444 General costs of government, travel costs of officials covered by that section are allowable with the prior written approval of the Federal awarding agency or pass-through entity when they are specifically related to the Federal award.
- (b) Lodging and subsistence. Costs incurred by employees and officers for travel, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the non-Federal entity in its regular operations as the result of the non-Federal entity's written travel policy. In addition, if these costs are charged directly to the Federal award documentation must justify that: (1) participation of the individual is necessary to the Federal award; and (2) The costs are reasonable and consistent with non-Federal entity's established travel policy.

From: Ray Hartwell <rhartwell@summitconservation.com>
Sent: Wednesday, September 6, 2023 6:52 PM
To: Casey Ish
Cc: Jason Casuga; Kirstin Neff; Wirth, Sharon; DeAnna Philips
Subject: Re: MRGCD-NFWF-Reclamation MOA

All,

Here are some summary bullets for the board regarding the revised MOA:

- The updated MOA describes how Reclamation, MRGCD, and NFWF will work together to implement water leasing, habitat restoration, and other Conservation Program activities that are funded through NFWF by a 2017 Reclamation Cooperative Agreement.
- The updated MOA replaces an earlier expired MOA. The Updated MOA's term now matches that of Cooperative Agreement, which has been extended until the end of 2024. The MOA is a contract deliverable under the Cooperative Agreement.
- The updated MOA incorporates references to several pilot program activities that were developed subsequent to the execution of the original MOA, including the environmental water leasing pilot program, multiple outfall habitat sites, monitoring of endangered species, and investment in district and on-farm infrastructure upgrades.
- The updated MOA also references the Conservation Advisory Committee as the mechanism for coordination with the MRGCD board.

Thank you,

Ray

1
2 **MEMORANDUM OF AGREEMENT**
3 **AMONG**
4 **THE BUREAU OF RECLAMATION**
5 **AND**
6 **THE MIDDLE RIO GRANDE CONSERVANCY DISTRICT**
7 **AND**
8 **THE NATIONAL FISH AND WILDLIFE FOUNDATION**
9 **CONCERNING**
10 **MIDDLE RIO GRANDE NATIVE WATER LEASING AND HABITAT RESTORATION**
11 **PILOT PROGRAM**
12
13

14 This Memorandum of Agreement (MOA or Agreement) is made by and between the United
15 States Department of the Interior, Bureau of Reclamation, hereinafter referred to as Reclamation;
16 the Middle Rio Grande Conservancy District, hereinafter referred to as MRGCD; and the
17 National Fish and Wildlife Foundation, hereinafter referred to as NFWF; all of which are
18 collectively referred to as the Parties.

19
20 **RECITALS:**

21
22 WHEREAS, Reclamation and MRGCD work cooperatively on river operations in the
23 Middle Rio Grande Valley including storage, release, diversion, conveyance, and delivery of
24 irrigation water; and

25
26 WHEREAS, MRGCD is committed to using flexible, voluntary approaches for
27 conservation of the river, bosque, and native fish and wildlife consistent with preservation of a
28 resilient agricultural economy; and

29
30 WHEREAS, water leasing provides a flexible tool to acquire water and water rights for
31 agricultural use and conservation purposes on a voluntary basis consistent with MRGCD's long
32 term success; and

33
34 WHEREAS, NFWF has national leading experience in design and implementation of
35 voluntary, market-based water transactions programs to acquire water and water rights for
36 habitat conservation, instream flow, and other environmental purposes; and

37
38 WHEREAS, Reclamation and MRGCD have commitments under the 2016 Final
39 Biological and Conference Opinion for Bureau of Reclamation, Bureau of Indian Affairs, and
40 Non-Federal Water Management and Maintenance Activities on the Middle Rio Grande, New
41 Mexico (2016 BiOp) related to specific Conservation Measures; and

42
43 WHEREAS, these 2016 BiOp Conservation Measures include development of a Native
44 Water Acquisition Program (2016 BiOp Conservation Measure 41) and acquisition of pre-1907
45 water rights (2016 BiOp Conservation Measure 36); and
46

47 WHEREAS, Reclamation and NFWF entered into Cooperative Agreement Number
48 R17AC00119 on 9/19/2017 (Cooperative Agreement) in support of the development and
49 implementation of a Native Water Leasing and Habitat Restoration Pilot Program (Pilot
50 Program); and

51
52 WHEREAS, the Parties entered into a Memorandum of Agreement concerning the
53 Middle Rio Grande Native Water Leasing and Habitat Restoration Pilot Program in September
54 2018 (Original MOA), establishing the framework for cooperation and coordination around Pilot
55 Program development and implementation; and

56
57 WHEREAS, the Parties have developed and implemented a series of Pilot Program
58 activities that the MRGCD implements through a District-led Conservation Program, pursuant to
59 the Cooperative Agreement and the Original MOA, including Pilot Environmental Water
60 Leasing, development of habitat sites and related infrastructure at strategically-located MRGCD
61 outfalls, delivery of leased water to those habitat sites, investment in irrigation system
62 infrastructure, design of an on-farm water conservation program, and development of a
63 comprehensive water accounting framework to enable measurement and strategic delivery of
64 water to support habitat sites; and

65
66 WHEREAS, MRGCD has established a Conservation Advisory Committee composed of
67 MRGCD Board members, constituents, staff, and the NFWF team to advise on MRGCD's
68 Conservation Program design and ensure implementation is consistent with MRGCD Board
69 objectives, the Pilot Program, and the Purposes of this MOA; and

70
71 WHEREAS, these efforts are jointly developed and implemented by NFWF and MRGCD
72 in close coordination with Reclamation; and

73
74 WHEREAS, implementation of these efforts will further the respective missions and
75 commitments of Reclamation, MRGCD, and NFWF; and

76
77 WHEREAS, implementation of these efforts will require cooperation and coordination
78 between the Parties; and

79
80 WHEREAS, Reclamation and NFWF have extended the term of Cooperative Agreement
81 Number R17AC00119 so that it now concludes on December 31, 2024; and

82
83 WHEREAS, NFWF has provided MRGCD funding for implementation of conservation
84 program activities through a subgrant that expires in November 2024; and

85
86 WHEREAS, the Original MOA expired on September 18, 2022;

87
88 NOW, THERFORE, Reclamation, MRGCD, and NFWF hereto agree as follows:

89
90
91 ARTICLE I – PURPOSE

92

93 A. This Memorandum of Agreement among Reclamation, the MRGCD, and NFWF is for the
94 purpose of refining the framework for cooperation and coordination around continuing Pilot
95 Program implementation, inclusion of the MRGCD’s implementation through its
96 Conservation Program, and to extend the term of the Original MOA.
97

98 ARTICLE II – AUTHORITIES AND FINANCIAL OBLIGATIONS
99

100 A. Nothing in this Agreement alters the statutory authorities or any other authorities of the
101 Parties. This Agreement is intended to facilitate cooperative efforts for mutual provision of
102 services and support, and technical assistance by each Party where appropriate, in the
103 conduct of meeting the objectives and scope of this Agreement. This Agreement does not
104 supersede or void existing agreements between the Parties.
105

106 B. Reclamation enters into this Agreement pursuant to: the Act of June 17, 1902 (32 Stat. 388),
107 as amended or supplemented, particularly the authority granted the Secretary of the Interior
108 under Section 14 of the Reclamation Project Act of August 4, 1939 (53 Stat. 1187-1197); 43
109 U.S.C. § 398), and the Act of June 13, 1962 (76 Stat. 96), commonly referred to as
110 Reclamation Law; the Act of December 28, 1973 (87 Stat. 884), particularly Section
111 1526(a)(1) (16 U.S.C. §§ 1531-1543), more commonly known as the Endangered Species
112 Act (ESA); and Section 206(c) of Public Law 111-8, Omnibus Appropriations Act of 2009.
113

114 C. MRGCD’s authority to enter into this Agreement: New Mexico Statutes Annotated 1978
115 Section 73-14-1 et seq.
116

117 D. NFWF’s authority to enter into this Agreement is based on the National Fish and Wildlife
118 Foundation Establishment Act, 16 U.S.C. 3701 et. seq.
119

120 E. Financial Obligations: This Agreement is not a funding document and does not authorize or
121 require the obligation or transfer of funds.
122

123 F. Anti-Deficiency Act: All activities, responsibilities, and commitments made under or pursuant
124 to this Agreement are subject to the availability of appropriated funds and each Party’s budget
125 priorities, as determined by each Party, and none of the Parties are obligated in any way under
126 this Agreement to expend appropriations or to enter into any contract, assistance agreement,
127 Contributed Funds agreement, or other financial obligation. No provision herein shall be
128 interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act,
129 31 U.S.C. 1341.
130

131 ARTICLE III – DEFINITIONS
132

133 A. Agreement means this Memorandum of Agreement.
134

135 B. Funding Agreement means a separate agreement(s) that would transfer funds between Parties
136 as needed to support implementation of the Pilot Program.
137

- 138 C. Pilot Program Water means any water acquired by the program from willing participants,
139 whether through lease, on-farm irrigation efficiency programs, infrastructure upgrades, or
140 other voluntary means.
141
- 142 D. Implementation Plans means stand-alone tactical documents developed by the Parties
143 establishing agreed-upon details of program funding, terms, processes, and procedures for
144 discrete Pilot Program activities.
145

146 ARTICLE IV – PILOT PROGRAM PRINCIPLES

147

148 The Parties agree to the following principles for the design and implementation of the Pilot
149 Program:

- 150
- 151 A. Voluntary Participation. Participation in the Pilot Program shall be voluntary for the
152 MRGCD, irrigators, and for other water right holders.
153
- 154 B. No Transfers Out of MRGCD. The Pilot Program shall not transfer water rights out of the
155 boundaries of the benefited area of the MRGCD.
156
- 157 C. No Injury. Pilot Program activities, including water leases or other transactions, shall not
158 cause detriment to perfected private water rights or irrigation water deliveries resulting from
159 said rights.
160
- 161 D. Collaboration. The Parties shall cooperate and collaborate in good faith on Pilot Program
162 implementation and expansion.
163
- 164 E. Legal Compliance. The Pilot Program shall be implemented by the Parties consistent with all
165 applicable laws, policies and regulations.
166
- 167 F. Rio Grande Compact. Operation of the Pilot Program shall be in compliance with the
168 requirements of the Rio Grande Compact.
169
- 170 G. Support for Irrigation. The Pilot Program shall be implemented in a manner that protects the
171 long-term viability of irrigated agriculture and provides additional tools for farm-to-farm
172 water use transactions where practicable.
173
- 174 H. Impacted Species. Pilot Program activities shall be implemented in a manner that supports
175 habitat restoration and conservation of native fish and bird species.
176
177

178 ARTICLE V –PROGRAM SCOPE OF COOPERATION

179

180 The Parties agree to cooperate on the following scope of Pilot Program activities:

- 181
- 182 A. Classes of Water. The following definitions of classes of water are used in this section:

- 183 i. Water Lease means an agreement between a willing lessor and one or more of the
- 184 Parties or implementation partners for temporary change of place, purpose, or use of
- 185 water or forbearance of legal irrigation to meet Pilot Program objectives.
- 186 ii. District Rights means water rights belonging to the MRGCD that have been used to
- 187 irrigate lands reclaimed through MRGCD activities pursuant to the New Mexico
- 188 Conservancy Act of 1923.
- 189 iii. Pre-1907 Surface Water Rights means water rights to surface waters of the Rio
- 190 Grande with priority date prior to 1907, and can include pre-1907 water rights
- 191 voluntarily made available by the City of Rio Rancho for instream use.
- 192 iv. Groundwater Rights means rights to pump and beneficially use groundwater under an
- 193 NM Office of the State Engineer permit or license, or rights that were placed to
- 194 beneficial use prior to assertion of jurisdiction over the groundwater in the middle Rio
- 195 Grande and for which a Declaration of beneficial use has been filed.
- 196 v. Conserved Water means the reduction in water deliveries made possible through
- 197 implementation of an on-farm efficiency project or new or improved MRGCD
- 198 infrastructure intended to support demand reduction.
- 199 vi. Settlement Water means water voluntarily made available by the City of Rio Rancho
- 200 to Reclamation for delivery to instream use pursuant to a May 2019 Settlement and
- 201 Cooperative Water Agreement.
- 202 vii. San Juan-Chama Project (SJCP) water means non-native water imported to the Rio
- 203 Grande basin through Reclamation’s San Juan-Chama project voluntarily made
- 204 available by SJCP contractors.
- 205
- 206

207 B. Water Transactions. The Pilot Program may include the following types of voluntary water

208 transactions:

- 209 i. Temporary acquisition of pre-1907 surface water rights through lease;
- 210 ii. Temporary acquisition of District rights through lease;
- 211 iii. Temporary acquisition of water through reduction in consumptive use due to system
- 212 efficiency improvements, on-farm efficiency improvements, or changes in water
- 213 practices;
- 214 iv. Temporary or permanent generation of water through system efficiency
- 215 improvements, on-farm efficiency improvements, or changes in water management
- 216 practices that enable operational changes that allow conservation water use without
- 217 injury to irrigators; and
- 218 v. Collaboration with other water acquisition efforts including Reclamation, Pueblo, or
- 219 other initiatives to secure water for conservation use, including classes of water
- 220 described above or operational changes.
- 221

222 C. Water Delivery. Pilot Program Water may be delivered to the place of use through the river

223 channel and/or through the MRGCD system.

224

225 D. Infrastructure Investment. The Pilot Program may include scoping and investment in

226 irrigation system infrastructure needed to support the following activities:

- 227 i. Pilot Program water transactions;
- 228 ii. Delivery of Pilot Program Water to its place of use;

- 229 iii. Water Metering in support of Pilot Program water transactions;
- 230 iv. Monitoring of Pilot Program activity; and
- 231 v. Acquisition of Conserved Water through improved efficiency as per Article V, B.
- 232 iii and v.
- 233
- 234 E. Farm-to-Farm Water Transactions. The Pilot Program may also help facilitate farm-to-farm
- 235 water leasing in order to help producers and MRGCD optimize available water supplies in
- 236 supporting the long-term viability of agriculture within the middle Rio Grande valley.
- 237
- 238 F. Habitat Improvement. The Pilot Program is designed to support species conservation,
- 239 including but not limited to the development and maintenance of in-channel and riparian fish
- 240 and wildlife habitat to receive Pilot Program Water, and to support Reclamation and
- 241 MRGCD’s commitments under the 2016 BiOp.
- 242
- 243 G. Subgrants and subawards. Subgrants and subawards to the Cooperative Agreement may be
- 244 made by NFWF to provide funding to MRGCD or other organizations to support Pilot
- 245 Program development and implementation. This will be accomplished through separate
- 246 funding agreements between the Parties as needed.
- 247
- 248
- 249

250 ARTICLE VI – IMPLEMENTATION PLANS

- 251
- 252 A. Implementation Plans. Pilot Program operational details shall be defined in various
- 253 Implementation Plans to be jointly developed by the Parties.
- 254
- 255 B. Purpose. The Purpose of Implementation Plans is to document agreed-upon details of Pilot
- 256 Program terms, processes, and procedures for implementation of Pilot Program activities.
- 257
- 258 C. The NFWF Team shall be responsible for coordinating development of Implementation Plans
- 259 and their management and refinement.
- 260
- 261 D. Conservation Advisory Committee. The MRGCD’s Conservation Advisory Committee shall
- 262 advise on Pilot Program design and specific Implementation Plans as related to the
- 263 MRGCD’s Conservation Program and specific implementation of the Pilot Plan through this
- 264 MOA.
- 265
- 266 E. MRGCD Board Oversight. The MRGCD Board’s Conservation Advisory Committee
- 267 representative shall inform and review Implementation Plans at regularly scheduled
- 268 Conservation Advisory Committee meetings to ensure MRGCD’s consistency with this
- 269 MOA. The full MRGCD Board shall be updated on Implementation Plans through
- 270 Conservation Committee reports, a standing agenda item at MRGCD Board meetings.
- 271
- 272 F. Under no circumstances will any implementation of the plans under Pilot Program deny the
- 273 use of water from the middle Rio Grande to any person or entity within the MRGCD that has
- 274 a legal right to use such water, without that person or entity’s consent.

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ARTICLE VII – MRGCD RESPONSIBILITIES

In the context of this MOA, MRGCD will be responsible for the following activities:

- A. Work cooperatively with NFWF and Reclamation to design and implement the Pilot Program and strive for consensus on all significant program issues.
- B. Support Pilot Program development and implementation with staff and technical resources.
- C. Provide estimates of staff and subcontractor resources needed for Pilot Program implementation to assist NFWF in developing any subgrants and subawards.
- D. With Reclamation, assist NFWF in soliciting and evaluating potential Program partners and in developing and maintaining Implementation Plans.
- E. Adhere to the Pilot Program terms as described in this MOA and any other agreements entered into as a result of this MOA, including Implementation Plans.
- F. Through the Conservation Advisory Committee, provide MRGCD Board oversight and reporting of MRGCD Conservation Program activities, as related to the MRGCD’s commitments under this MOA.
- G. Ensure program compliance with all applicable laws, policies, and regulations.

ARTICLE VIII –NFWF RESPONSIBILITIES

In the context of this MOA, NFWF will be responsible for the following activities:

- A. Work cooperatively with MRGCD and Reclamation to design and implement the Pilot Program and strive for consensus on all significant Pilot Program issues.
- B. Meet all NFWF responsibilities under the Cooperative Agreement and any subsequent agreements.
- C. With assistance from MRGCD and Reclamation, solicit and evaluate potential Program partners and develop and maintain Implementation Plans for Pilot Program activities.
- D. Adhere to the Pilot Program terms as described in this MOA and any other agreements entered into as a result of this MOA, including Implementation Plans.
- E. Subject to the availability of funds and all necessary approvals, develop separate funding agreements for subgrants and subawards to support MRGCD activities under this Agreement.

320 F. Subject to the availability of funds, all necessary approvals, and the needs of the Pilot
321 Program, develop separate funding agreements for subgrants and subawards for additional
322 partners to assist in Pilot Program development and implementation.
323

324 ARTICLE IX – RECLAMATION RESPONSIBILITIES
325

326 In the context of this MOA, Reclamation will be responsible for the following activities:
327

- 328 A. Ensure that operation of the Pilot Program does not violate Federal Laws. These federal laws,
329 include *inter alia*, NEPA, NHPA and ESA oversight assuring compliance with applicable
330 laws, policies, and regulations.
331
- 332 B. Work cooperatively with MRGCD and NFWF to assist in the development of the design and
333 implementation of the Pilot Program, and strive for consensus on all significant Pilot
334 Program issues.
335
- 336 C. With MRGCD, assist NFWF in soliciting and evaluating potential Pilot Program partners and
337 in developing and maintaining Implementation Plans.
338
- 339 D. Comply with the Pilot Program terms as described in this MOA and any other agreements
340 entered into as a result of this MOA, including Implementation Plans.
341
- 342 E. Assist MRGCD in ensuring that the program complies with all applicable laws, policies, and
343 regulations.
344

345 ARTICLE X – ADMINISTRATIVE PROVISIONS
346

- 347 A. Non-Fund Obligation. Nothing in this agreement may be construed to obligate the
348 Department of the Interior (Department) or the United States to any current or future
349 expenditure of resources in advance of the availability of appropriations from Congress.
350
- 351 B. Non-Exclusivity. This Agreement does not create any sort of exclusive arrangement
352 between or among the Parties.
353
- 354 C. Effective Period, Expiration, and Extension. This Agreement shall become effective on
355 the date that the last Party executes the Agreement. This Agreement shall expire on the
356 earlier of December 31, 2024, or when NFWF’s participation in Pilot Program
357 implementation ceases, whichever is first. The Parties may extend this Agreement for up
358 to an additional five (5) years upon written agreement of all Parties.
359
- 360 D. Amendment and Modification. This Agreement may be amended or modified with the
361 written agreement of all Parties. Any Party who proposes an amendment or modification
362 shall provide a written proposal to other Parties. Any amendments or modifications shall
363 be effective on the date that the last party to execute the amendment or modification.
364 Notwithstanding the above provision, any Party may unilaterally terminate its

365 participation in the Agreement by providing thirty (30) days written notice to the other
366 Parties.

367
368 E. Review. This Agreement may be reviewed by the Parties to re-evaluate the terms of the
369 Agreement to assure the purpose is being met. If it is determined that a modification of
370 the Agreement is necessary, Article X(D) shall apply.

371
372 F. Advance Review of Press Releases Mentioning Any Party. Parties will obtain prior
373 approval of all press releases, published advertisements, or other statements intended for
374 the public that refer to the Agreement or to Reclamation, the Department, any Party, or
375 the name or title of any employee of the Department or any Party, in connection with this
376 Agreement. Parties are responsible for ensuring that any subgrantees or subcontractors
377 comply with this term.

378
379 G. Resolution of Disagreements. Any dispute arising under this MOA, which is not disposed
380 of by agreement of the Parties, shall be submitted jointly to the signatories of this MOA.
381 A unanimous decision of the signatories or their designees shall be the disposition of such
382 dispute.

383
384 H. Agency Representative or Contacts:

385
386 Reclamation
387 Jennifer Faler, P.E.
388 Albuquerque Area Office Manager
389 Bureau of Reclamation
390 555 Broadway Blvd NE, Suite 100
391 Albuquerque, NM 87102

392
393 MRGCD
394 Jason Casuga
395 Chief Engineer and CEO
396 Middle Rio Grande Conservancy District
397 1931 Second St. SW
398 Albuquerque, NM 87102

399
400 NFWF
401 Chris West
402 Director, Rocky Mountain Regional Office
403 National Fish and Wildlife Foundation
404 1133 15th Street NW, Suite 1000
405 Washington, DC 20005

406
407
408
409 IN WITNESS WHEREOF, Reclamation, MRGCD, and NFWF have caused this Memorandum
410 of Agreement to be effective when signed by all PARTIES.

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FOR BUREAU OF RECLAMATION

Date: _____

Jennifer Faler, P.E., Area Manager
Albuquerque Area Office
U.S. Bureau of Reclamation

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FOR MIDDLE RIO GRANDE CONSERVANCY DISTRICT

Date: _____

Jason M. Casuga, P.E.
Chief Engineer / Chief Executive Officer
Middle Rio Grande Conservancy District

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FOR NATIONAL FISH AND WILDLIFE FOUNDATION

Date: _____

Jeff Trandahl, Executive Director
Chief Executive Officer
National Fish and Wildlife Foundation

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

3
4 **REGARDING REPLACEMENT OF A MEMBER**
5 **OF THE BOARD OF DIRECTORS UPON A VACANCY**
6

7 **BD-09-11-23-56**

8
9 **WHEREAS**, NMSA 1978, Section 73-18-29 provides, in pertinent part, as follows:

10 In case of vacancy through death, resignation, removal from the district or
11 failure of any elected director to qualify, the remaining members of the
12 board shall, by majority vote, fill such vacancy. The person selected to fill
13 such vacancy shall hold such position until the next election of directors in
14 such district. At the next election of directors of such district, following a
15 vacancy, a director shall be elected to fill such vacancy...

16 **WHEREAS**, Board of Directors of the Middle Rio Grande Conservancy District
17 (MRGCD) determines that it is in the best interest of the MRGCD to adopt a process to fill
18 a vacancy on the Board,

19 **NOW, THEREFORE, BE IT RESOLVED** that upon notice of a death, notice of a
20 removal of an elected director, or upon the effective date of a resignation by a director,
21 the MRCGD shall adhere to the provisions of the Policy adopted contemporaneously with
22 this Resolution, or as that Policy may be amended from time to time by the Board.

23
24
25 **PASSED, APPROVED AND ADOPTED** this ___ day of _____, 2023.
26

27 **MIDDLE RIO GRANDE CONSERVANCY DISTRICT**

28
29 _____
30 Stephanie Russo Baca, Chair of the Board

31 ATTEST:

32
33 _____
34 Pamela Fanelli, Secretary-Treasurer/CFO
35
36

37 **MIDDLE RIO GRANDE CONSERVANCY DISTRICT**
38 **POLICY ON REPLACEMENT OF A MEMBER**
39 **OF THE BOARD OF DIRECTORS UPON A VACANCY**

40 Upon notice of the death or removal of an elected director of the MRGCD Board of
41 Directors (Board) or upon the effective date of a director's resignation from the Board, MRGCD
42 shall:

43 1. Announce the vacancy in a fashion that ensures the public is aware of the vacancy
44 and the opportunity to serve on the Board. The MRGCD shall publish the information that is a
45 part of the election proclamation to ensure the public is informed of who qualifies for the Board
46 vacancy.

47 2. MRGCD shall establish a deadline of not less than two nor more than four weeks
48 for individuals who are qualified and interested in serving on the Board to respond. Attached to
49 this policy is a copy of the form used by the governor's boards and commissions for appointments.

50 3. Once the Board receives responses from interested individuals, the Board shall
51 ensure that those responding are qualified for the position, including that the individual is a
52 property owner in the benefitted area where the vacancy exists, is of at least 18 years of age and
53 is eligible to hold office at the time of the installation.

54 4. The Board shall then decide how many of the interested individuals the Board
55 determines it will interview by rank ordering the candidates. Those discussions shall take place
56 in an open meeting in accordance with the Open Meetings Act.

57 5. Upon selection of the finalists, the Board shall decide whether to invite the finalists
58 to attend a special or regular board meeting to answer questions from current board members,
59 staff and/or members of the public. Sufficient notice must be provided to the finalists of this
60 opportunity to ensure a fair process.

61 6. Upon completion of any interviews, the Board shall take action on its selection at
62 an open meeting in accordance with the Open Meetings Act. If the vote results in a tie vote, the
63 Board shall take a second vote. Should the second vote end in a tie, the tie shall be settled by
64 drawing a name from a hat or a coin toss.

65 7. Following selection, the successful candidate can then be sworn in at that meeting
66 or at a subsequent meeting.

67

68

Celebrating the Middle Rio Grande Valley

ATRISCO ACEQUIA MADRE MASTER PLAN

DRAFT: AUGUST · 2023



PARTNERS





EXECUTIVE SUMMARY

Introduction

The goal of the Atrisco Acequia Madre project is to develop an outdoor education site near Central Avenue and the Rio Grande to celebrate acequia culture and to protect and preserve the agricultural traditions of the Rio Grande Valley, while creating a destination that grows the economic vibrancy of the Central Avenue corridor. This project is a collaboration between Bernalillo County, the Middle Rio Grande Conservancy District (MRGCD), the City of Albuquerque, the Albuquerque Bernalillo County Water Utility Authority (ABCWUA), with guidance and direction from the South Valley Regional Association of Acequias (SVRAA) and the Center for Social Sustainable Systems (CESOSS).

On the west side of the river, across from the Albuquerque BioPark, is the heading of the Atrisco Acequia, originating from one of the oldest irrigation canals in the United States, Acequia Madre de Atrisco. In order to share the history of acequia culture and the role the acequias have played in the valley through the years, these four agencies have formed a partnership to fund a planning effort to document the history of this place, learn about what the community hopes to see here and create a conceptual site plan that captures that vision. This planning effort will provide recommendations for connections from the west side of the river to the east as well as connections from the north side of Central Avenue to the South Valley. Recommended improvements include educational and recreational use of the educational site through improved connections to trails, open space and amenities near the bosque and interpretive sites which will incorporate a commemorative sign noting the historical and environmental significance of the site.

Project Location

The Atrisco Acequia Madre project site is located on the west side of Albuquerque. This location is adjacent to the historic Central Avenue, and has direct access to the bosque and Rio Grande. There are several neighborhoods that are close enough to walk to this site, including: Pat Hurley, Atrisco Viejo, Vecinos del Bosque and Huning Castle.



General Project Boundaries for the Atrisco Acequia Madre Plan



Project Vision & Goals



Educate & Celebrate Our Acequia

Celebrate and educate the public about acequia history, acequia culture, and irrigated agriculture in the South Valley



Improve Connections

Improve connections to trails, open space, and amenities along the bosque and on both sides of the Rio Grande



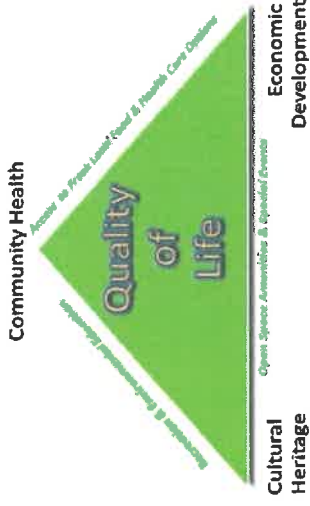
Cultivate Stewardship

Cultivate a sense of stewardship for our shared water systems and promote the Acequia governance systems ingrained in Acequia culture, history and laws



Integrate Environmental, Social and Economic Uses

Foster a relationship between culture, open space, and the economic vitality of Central Avenue



The diagram to the left depicts the connections between community health, cultural heritage and economic development in growing the overall quality of life of our community. This is what we envision the Atrisco Acequia Madre project can be in the future: a catalytic site that stewards, preserves and provides access to the nature that sustains us as people. Improving amenities here will make this a destination for residents and visitors, alike, contributing to the economic and social vibrancy of this connective space between the City and South Valley.

Quality of Life Triangle
Source: Bernalillo County Parks, Recreation and Open Space Master Plan 2015-2010

Project Partners

In 2020, Bernalillo County, the Middle Rio Grande Conservancy District, the City of Albuquerque and the Albuquerque Bernalillo County Water Utility Authority signed an agreement for the "Planning, Study and Design Services for the Atrisco Acequia Project". Given the multi-jurisdictional nature of the Atrisco Acequia and the lands that surround it, each agency partner was included to ensure that the study and conceptual plan reflected the needs and vision of each of these agencies. Throughout the planning process, this group met regularly to provide invaluable direction and guidance for methods of engagement and concept development.

In addition to these funding partners, the South Valley Association of Acequias and the Center for Social Sustainable Systems were included as community partners with a vested interest in preserving the continued use of and education about the importance of acequias in the South Valley and communities around New Mexico. Alongside the West Central Alliance of Neighborhoods, the South Valley Coalition of Neighborhood Associations, the Atrisco Viejo and Vecinos del Bosque Neighborhood Associations and other community members, these groups supported community outreach efforts and made sure that the interests of those closest to and most affected by the project site would be involved in its visioning.



Cost Estimates

Phase 1A Phase 1B Phase 1C

ITEM DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL	QTY	SUBTOTAL	QTY	SUBTOTAL	QTY	SUBTOTAL
Phase 1 Engineering & Design	EA	3	\$30,000.00	\$90,000.00	1.00	\$90,000.00				
Mobilization, Permitting, Testing, Misc. Costs	LS	3	\$20,000.00	\$60,000.00	2.00	\$40,000.00	1.00	\$20,000.00		
Construction Staking and Surveying	LS	3	\$7,500.00	\$22,500.00	1.00	\$7,500.00	1.00	\$7,500.00	1.00	\$7,500.00
Traffic Control/Barricading	LS	3	\$2,000.00	\$6,000.00	1.00	\$2,000.00	1.00	\$2,000.00	1.00	\$2,000.00
Clear & Grub, Tree and Debris Removal	AC	1.5	\$10,000.00	\$15,000.00	0.50	\$5,000.00	0.50	\$5,000.00	0.50	\$5,000.00
Subgrade Preparation	SY	4,800	\$7.50	\$36,000.00	2,400.00	\$18,000.00	1,400.00	\$10,500.00	1,000.00	\$7,500.00
Compacted Base Course, 4" Depth, CIP	SY	2,400	\$10.00	\$24,000.00	2,400.00	\$24,000.00				
Parking Lot Surfacing - Asphalt	SY	2,400	\$25.00	\$60,000.00			2,400.00	\$60,000.00		
Trail Surfacing - Crusher Fines	SY	800	\$12.00	\$9,600.00			800.00	\$9,600.00		
Railings, Gates, Access Control	LF	500	\$150.00	\$75,000.00			500.00	\$75,000.00		
Bank Stabilization along the Lateral (by MRGCD)	SF		\$50.00	\$0.00				\$0.00		
Bioswales, Water Harvesting Features (modified planting media, cobble, etc.)	SF	800	\$75.00	\$60,000.00			400.00	\$30,000.00	400.00	\$30,000.00
Landscape Plantings	SF	1000	\$10.00	\$10,000.00			500.00	\$5,000.00	500.00	\$5,000.00
Landscape Irrigation	AL- LOW	1	\$50,000.00	\$50,000.00			0.50	\$25,000.00	0.50	\$25,000.00
Native Seeding, Class C	AC	0.6	\$10,000.00	\$6,000.00			0.20	\$2,000.00	0.40	\$4,000.00
Wayfinding Signage	LS	3	\$3,000.00	\$9,000.00	1.00	\$3,000.00	1.00	\$3,000.00	1.00	\$3,000.00
Gateway Entry Feature/Artwork	EA	1	\$50,000.00	\$50,000.00		\$0.00		\$0.00	1.00	\$50,000.00
Shade Structure	EA	3	\$15,000.00	\$45,000.00	1.00	\$15,000.00		\$0.00	2.00	\$30,000.00
Site Furnishings	AL- LOW	1	\$21,000.00	\$21,000.00			0.33	\$7,000.00	0.67	\$14,070.00
Lighting	AL- LOW	1	\$30,000.00	\$30,000.00			0.50	\$15,000.00	0.50	\$15,000.00
Pedestrian Bridge	EA	1	\$80,000.00	\$80,000.00					1.00	\$80,000.00
			Subtotal	\$759,100.00		\$204,500.00		\$276,600.00		\$278,070.00
			NMGRT	\$57,881.38		\$15,593.13		\$21,090.75		\$21,202.84
			10% Contingency	\$75,910.00		\$20,450.00		\$27,660.00		\$27,807.00
			Phase 1 - TOTAL	\$892,891.38	Phase 1A - Subtotal	\$240,543.13	Phase 1B - Subtotal	\$325,350.75	Phase 1C - Subtotal	\$327,079.84



MEMORANDUM

F.Y.I.

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

THRU: Casey Ish, Conservation Program Supervisor

FROM: Ashley Veihl, Water Resources Specialist

DATE: August 31st, 2023

RE: SJCPCA Annual Fieldtrip and Workshop August 23-25, 2023

On the dates of August 23rd through August 25th, 2023, members of MRGCD staff attended the San Juan- Chama Project Contractors Association Membership Annual Workshop in Pagosa Springs, Colorado. Staff members included Jason Casuga, Anne Marken, Casey Ish, and Ashley Veihl. The purpose of the workshop was to view and discuss wildfire mitigation in source watersheds to understand the complexities of land management jurisdictions, foster cross-boundary planning and implementation opportunities, and consider research efforts. This gathering was also an excellent opportunity to network with water and land managers throughout Colorado and New Mexico to discuss future collaboration efforts and build partnerships.

The following will discuss the daily schedules and lessons learned.

Wednesday, August 23rd

Travel day to Pagosa Springs and a social hour at El Camino Lounge at Motel SoCo. Opportunity to meet with water and land managers.

Thursday, August 24th

Introduction to the landscape included an overview of the three basins that serve as tributaries to the San Juan River. Because the Rio Grande diverts water from the San Juan-Chama Project (SJCP), both the Rio Grande and Rio Chama can be affected by water conditions of San Juan River Basin. One way to protect the SJCP is by treating the source watersheds to manage against catastrophic wildfires. If a fire were to occur in a SJCP watershed, the diversion and associated waterways would be negatively affected due to increased erosion, sediment and debris transport and deposition, and decreased ability of water to infiltrate through the soils and recharge groundwater. In the short-term, decreased water quality would be more expensive and difficult to treat in order to be used as drinking water. Higher sedimentation could also decrease dissolved oxygen in the water, causing harm to fish and other aquatic organisms reliant on the rivers. Over time, the decreased rates of recharge to the groundwater could cause excessive surface water depletion, reducing the supply for surface water users.

Tour of Knight Ranch by Tucker Knight. Mr. Knight has allowed land managers such as Caleb Stotts (Chama Peak Land Alliance), Cody Shahn (Ecoforestry LLC), Nick Dolecek (Dolecek Enterprises Inc), and the Colorado State Forest Service to implement treatment plans on his land. This treatment was mainly aimed at strategically clearing the understory of dense gambel oak along ranch roads and in close proximity to the Little Navajo River. The first stop was at a treatment site that had been recently completed. The oak was removed using a masticator and the slash was left on the landscape to decompose and leach nitrogen into the soil to promote new growth of grasses and other desirable species. The second stop was at a site that had been treated about a year prior. We could see that the oak

had already started to grow back among the grasses. The second phase of this treatment includes prescribed burns to extend the effectiveness of the treatment. The burns ideally will take place 3 years after the initial treatment and will keep the landscape in desirable condition for around 10-15 years in terms of fuel load.

Because these two treatment sites are located near a road, the cost per acre for them (including monitoring and admin costs) is around \$3000. If the site were not located near a road, it could cost upward of \$6000 per acre. The cost was shared between the landowner, the aforementioned entities, and other water managers such as the Albuquerque Bernalillo County Water Utility Authority (ABCWUA), The Nature Conservancy, and MRGCD through the Rio Grande Water Fund.

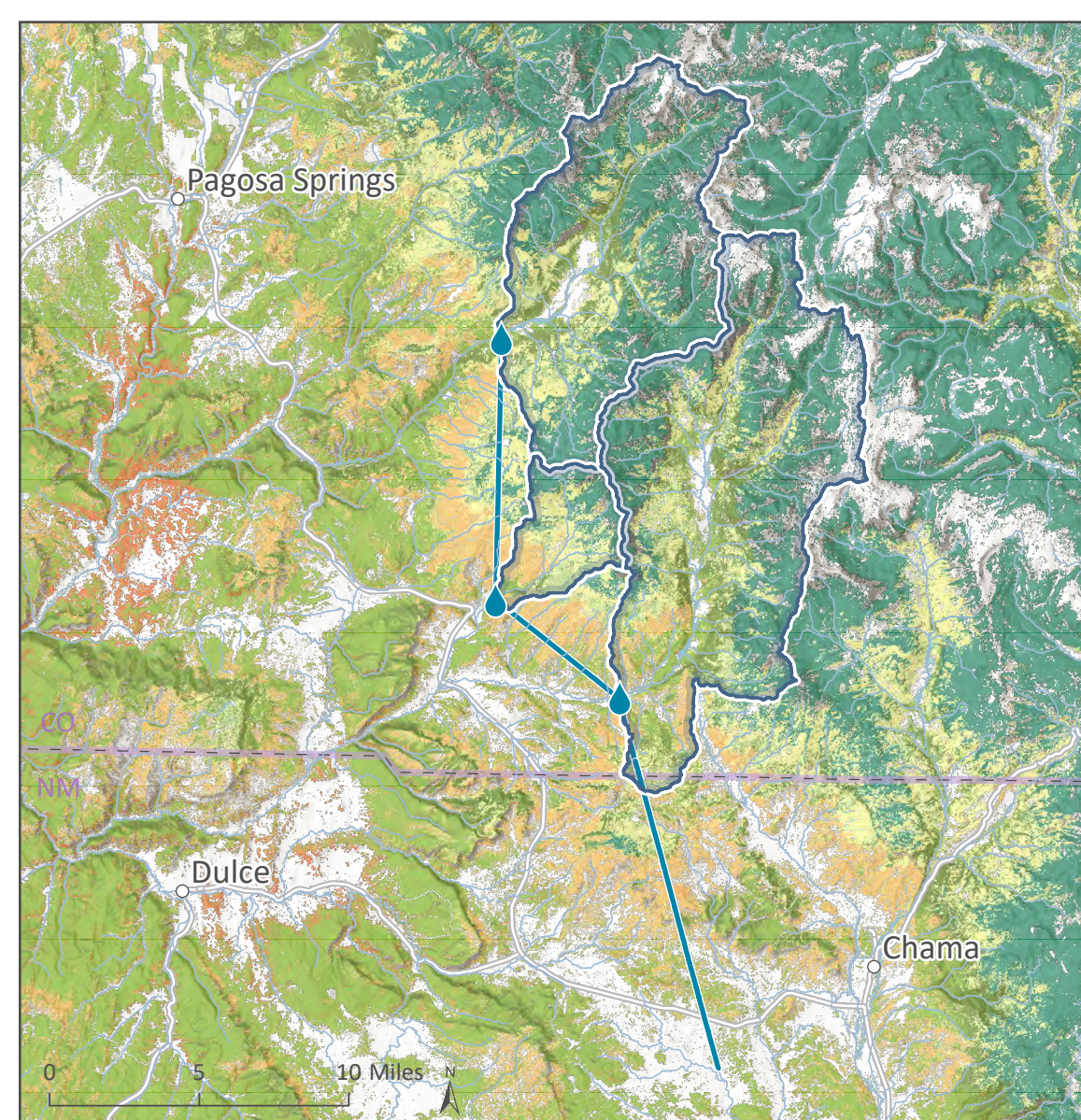
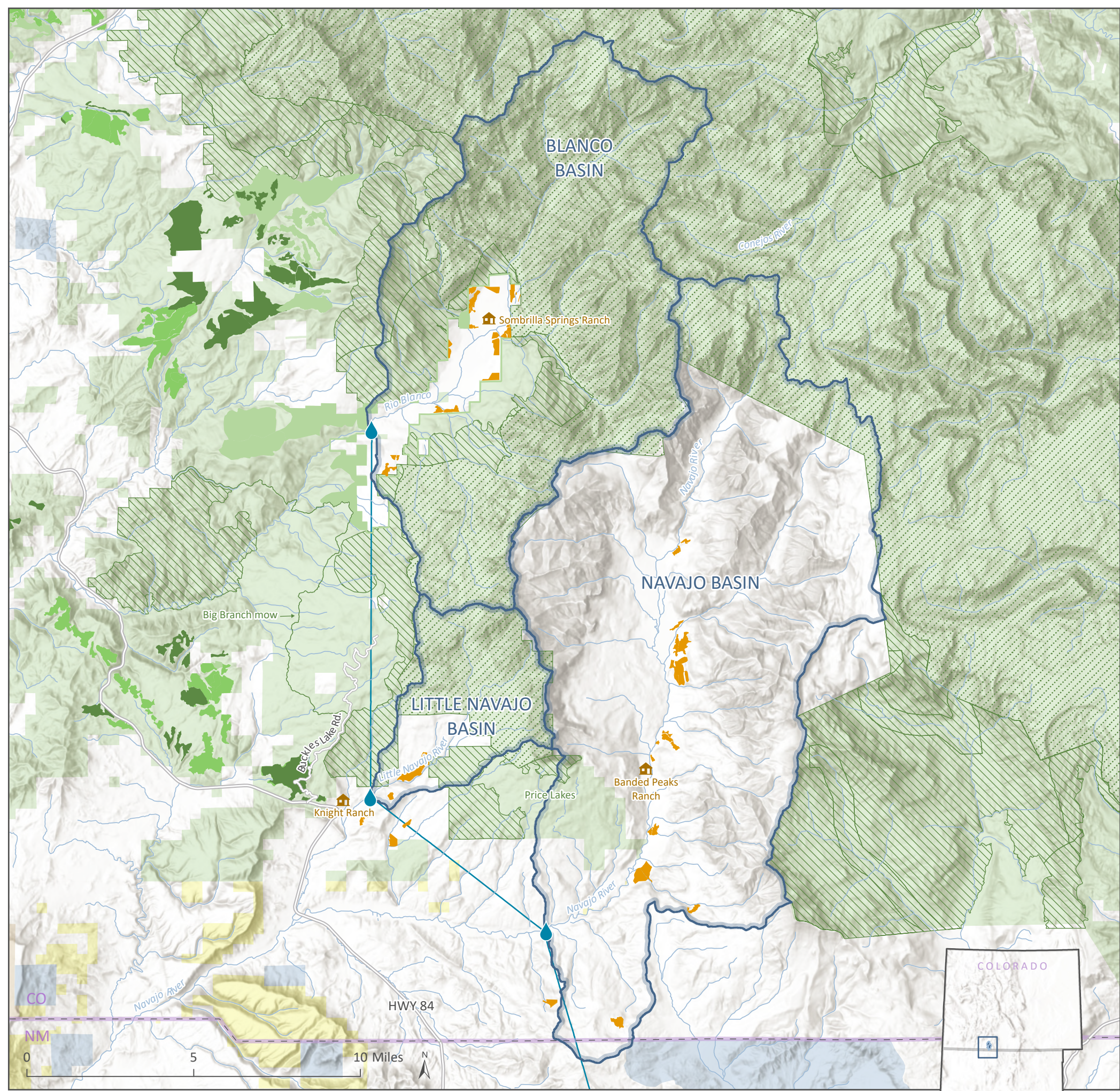
Tour of the Sombrilla Springs Ranch by the owner, Sandlin Niccum in the Upper Blanco Basin. The vegetation in this area consists mainly of Aspen and dry-mixed conifers, so the treatment regime is slightly different. Crews remove mass from the understory with masticators, but because these species replenish at a much slower rate than the oak, there is no need to implement a prescribed burn. Slash is removed from the treatment site to encourage new growth of grasses and the slower-growing tree species. Ms. Niccum worked with land managers to cost-share and permit these treatments on private land. She said that she and surrounding landowners have noticed increased wildlife activity with the thinning of the forests.

The day ended with presentations from John Fleck of the University of New Mexico's Utton Center and Steve Bassett of The Nature Conservancy. Mr. Fleck's presentation discussed the history of the Colorado River Compact and reflecting on decisions that were made surrounding it from a current perspective, examples of water-shortage sharing that have been seen within and between states, and a call for decision-makers to collaborate with each other when making water management recommendations, and plan for the worst-case scenarios predicted by climate models when making these decisions. Mr. Bassett's presentation included various maps of the three basins and active, past, and potential treatment areas within them. He estimated that 16% area between the three watersheds can be treated and that it would cost around \$43 million in total.

Friday, August 25th

Banded Peaks Ranch Tour with Tim Haarmann, caretaker of the ranch. This tour discussed a variety of topics related to water and watershed management. One way these fields are related includes snowpack retention. Forest vegetation can be strategically thinned to provide shade and wind breaks over areas where snowpack accumulates to slow the transition into spring runoff and feed rivers more consistently at a slower pace. While the presence of trees may offer these benefits, it can conversely reduce the amount of snowpack in an area as deposition gets intercepted by forest canopy, so it is important to consider both factors when making land-management decisions. The Bureau of Reclamation is funding a PhD candidate to track snowpack patterns on the Banded Peaks Ranch where various levels of forest treatment have occurred to compare them to hydrologic conditions downstream. We also learned about the history of the ranch, which has been entered into a conservation easement to protect it from future development, similarly to many of the ranches in the area. Throughout discussions the topic of cloud seeding came up, as it has been used as a tool by a group funded by the Interstate Stream Commission in Colorado. The group uses silver iodide as the reputedly environmentally neutral nuclei and reports that they have seen a 10-15% increase in precipitation from seedable storms.

MRGCD left the area around 1:30 p.m. to head back to Albuquerque.



Land management

- USFS
- Private
- BIA
- BLM
- State
- USBR
- Other
- Colorado roadless
- Wilderness

Other items

- Source watersheds
- BOR Infrastructure
- Pipeline
- Stream/River

Forest type

- Pinyon-Juniper
- Aspen mixed-conifer
- Spruce-fir
- Gambel oak
- Riparian
- Aspen
- Dry mixed-conifer
- Ponderosa

San Juan-Chama Project Source Watersheds tours

August 2023

Projects

- Rio Grande Water Fund FY18-FY23
- San Juan National Forest**
- Complete
- In progress
- Planned



Report on the SJCPCA Annual Workshop

Pagosa Springs, CO
August 23rd-25th

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



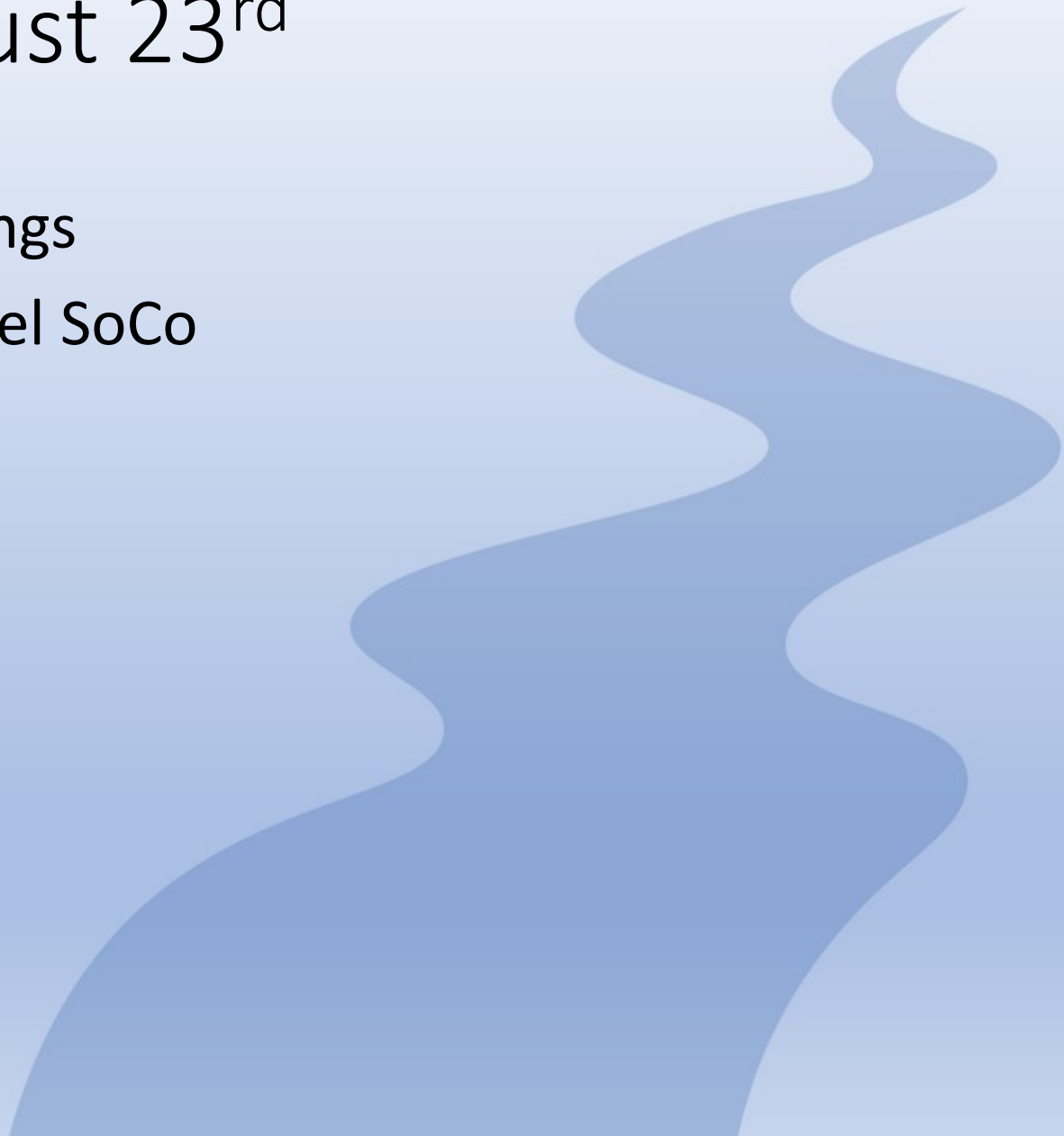
Purpose & Attendance

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



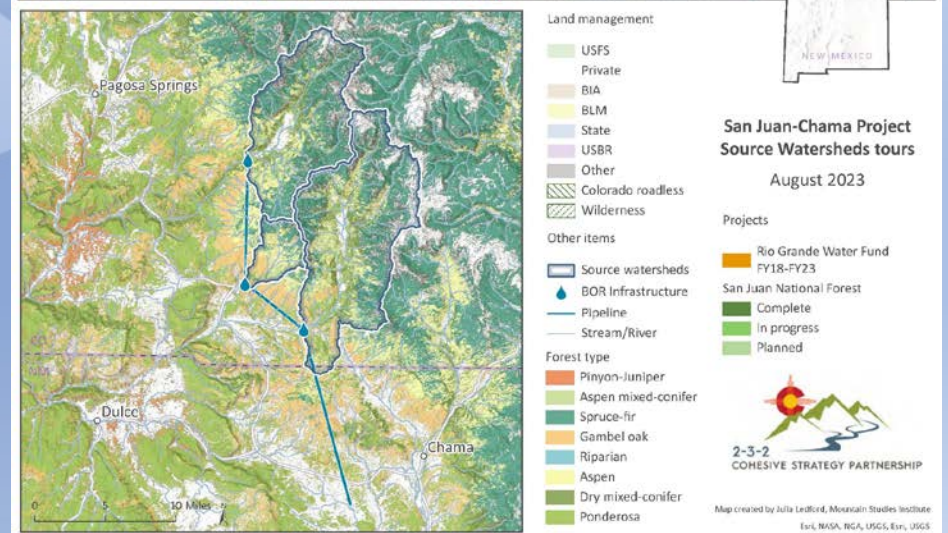
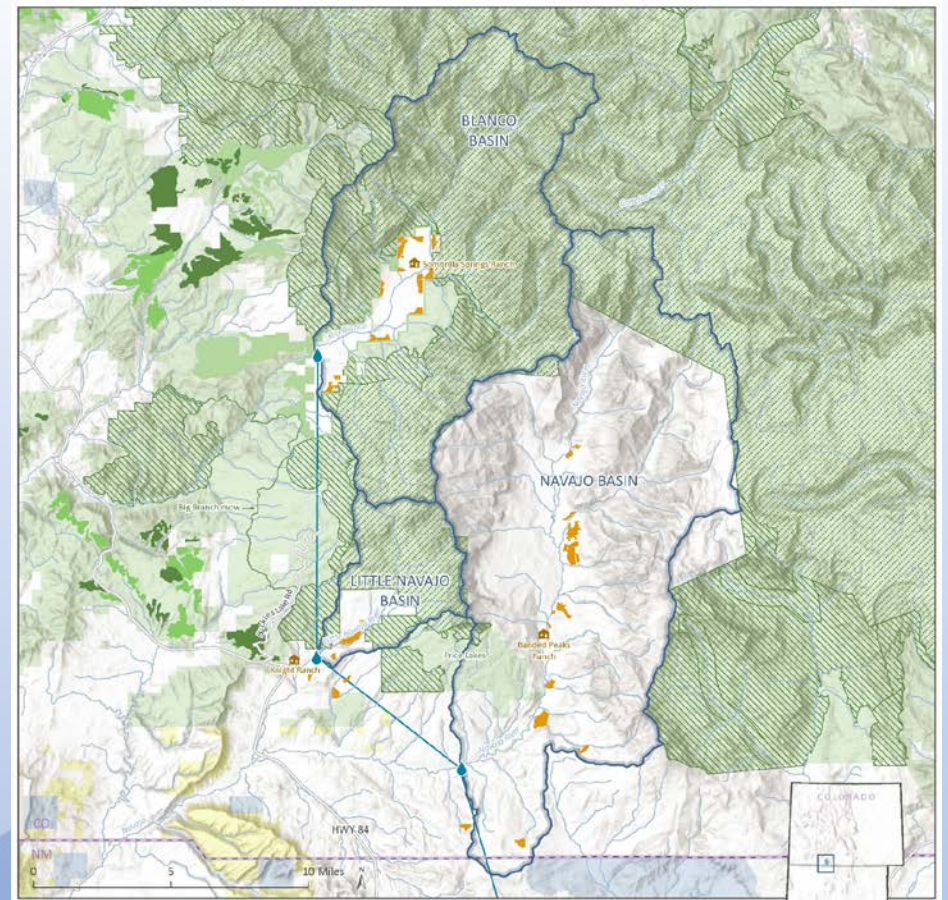
Wednesday, August 23rd

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



Thursday, August 24th

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



Tour of Knight Ranch by Tucker Knight

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



Tour of Sombrilla Springs Ranch by Sandlin Niccum

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



Friday, August 25th

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



Lessons Learned

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



New Mexico Water Officials Coordinate in Response to Low River Flow, Lack of Rainfall

For Immediate Release

Contact: Amanda Molina, MRGCD PIO, (505) 859.0175, amolina@mrgcd.us

Albuquerque, NM - Water managers and fish biologists at the Middle Rio Grande Conservancy District and the Bureau of Reclamation are preparing for possible river drying in the Albuquerque area and are also working to mitigate the effects on endangered silvery minnow in the area. Middle Rio Grande water users have been given notice to anticipate changes to water availability and delivery schedules come mid-August.

High temperatures and lack of rainfall have hindered the natural flow of the Rio Grande, critical to the delivery of irrigation water within the MRGCD and the riverine ecosystem. In response to higher-than-normal irrigation demand and lower than expected natural river flow, MRGCD began releasing water from the San Juan-Chama Project July 17. This release from upstream storage was needed earlier and at higher rates than anticipated. Approximately 40 percent of the current irrigation water supply is from SJCP storage releases, and the rest is from natural river flow, but MRGCD's SJCP water is projected to run out before August 23.

Once all the SJCP water is released, MRGCD will rely solely on the natural river flow to continue making irrigation deliveries through fall. In addition to extreme drought conditions over the past four years, other factors impacting upstream storage and the Rio Grande flow include rehabilitation work on El Vado Dam and New Mexico's Rio Grande Compact debit.

"The lack of rainfall is difficult on its own, coupled with the challenges of not being able to store water for summer releases, is disheartening, but we are doing our best to work with water users in the middle Rio Grande Valley to deliver what is available," said Jason Casuga, Chief Executive Officer, MRGCD.

In addition to communicating with farmers and irrigators, MRGCD and Reclamation are working together to identify challenges facing wildlife in the Rio Grande.

"Reclamation and our partners continue to coordinate closely to manage every drop of water for multiple purposes. In the last two decades, Reclamation has leased just under 500,000 acre-feet of water to supplement flows through the Middle Rio Grande for endangered and threatened species, which, at times, also increased inflow to Elephant Butte Reservoir," said Reclamation's Albuquerque Area Manager Jennifer Faler. "We remain committed to supporting agricultural and municipal uses while meeting Endangered Species Act requirements to support the Middle Rio Grande ecosystem. We continue to lease available water, but through this multi-decadal drought, our options are becoming increasingly more limited."

Reclamation will release water to supplement Rio Grande flows in cooperation with the MRGCD and the U.S. Fish and Wildlife Service to target specific areas of the river with known silvery minnow habitat and to manage the rate of anticipated river drying. The Service will be coordinating minnow rescue efforts as drying occurs.

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MRGCD Exhausts San Juan Chama Water Supply ABQ River Reach to Dry for Second Time in 40 Years

For Immediate Release

Contact: Amanda Molina, MRGCD PIO, (505) 859-0175

Albuquerque, NM – For the second time in 40 years, the Rio Grande will likely run dry in Albuquerque. High temperatures, lack of rainfall and inability to store adequate supplemental water, have contributed to the onset of a dryer-than-usual season throughout the Middle Rio Grande.

In mid-July, the Middle Rio Grande Conservancy District began releasing from its allocation of water from the San Juan-Chama Project. These releases supplemented irrigation deliveries through the middle valley through August. MRGCD's SJCP water has now been depleted, and the natural flow of the Rio Grande is well below what is needed to meet the irrigation demand of non-Pueblo lands. The remaining water will be first delivered to the six middle Rio Grande Pueblo's Prior and Paramount Lands. MRGCD will do its best to equitably deliver any water in excess of the Prior and Paramount irrigation demand to non-Pueblo lands downstream of the Pueblo of Isleta. If rain increases available water supply in the river MRGCD will resume delivery to non-tribal lands north of the Pueblo of Isleta.

"Unfortunately, our hydrological reality is tough: we have natural factors like high temperatures and lack of rain, as well as infrastructure and Rio Grande Compact restraints that limit our ability to store and distribute water for times like these" said Jason Casuga, Chief Executive Officer, MRGCD.

There are some sections of the Middle Rio Grande Valley that do run dry most years, however last year was the first time the river reach ran dry in Albuquerque since the 1980s. Middle Rio Grande water users have been given prior notice to anticipate extreme water shortage and irrigation delivery limitations. "Our hope is that there is always enough water to provide to our users when they need it, but the reality is that there are challenges, and we will all have to work together to adapt and come up with solutions that keep the Middle Rio Grande Valley green," said Casuga. "Ongoing coordination with partner agencies to secure alternate water storage, as well as efforts to increase conveyance efficiency are among our top priorities as this irrigation season winds down."

While dry river areas can seem like a safe open space to explore, MRGCD officials and its partners ask that the public steer clear of such areas. Sudden rain runoff and flash flooding could pose a dangerous environment to members of the public. In addition, trekking through a dry riverbed could permanently damage its habitat.

About the MRGCD

The Middle Rio Grande Conservancy District (MRGCD) operates, maintains and manages irrigation, drainage and river flood control in the middle valley. Serving approximately 11,000 irrigators, six pueblos and 100,000 parcels of land throughout the Middle Rio Grande, MRGCD is essential to maintaining the facilities required to upkeep the agricultural production in this area. The MRGCD owns and manages 30,000 acres of bosque, and has helped to establish Tingley Beach, the Rio Grande Nature Center, Los Lunas Bosque Open Space, Corrales Bosque Preserve, Escondido Lake State Park, among several more and all of which are open for recreational use by the public. The MRGCD also works in cooperation with other local, state, and federal agencies to protect the environment, wildlife, and endangered species. To learn more about the MRGCD visit www.mrgcd.com.



Aug/Sept Media Report

OVERVIEW

Media coverage in August focused on low river flow, followed by stories about imminent river drying in the Albuquerque area. Most coverage was generated from two news releases developed and released by MRGCD; “Water Officials Coordinate in Response to Low River Flow, Lack of Rainfall” and “MRGCD Exhausts San Juan Chama Water Supply, ABQ River Reach to Dry for Second Time in 40 Years.”

INTERVIEWS

Broadcast

Aug 17: KOAT, KRQE

Aug 30: KOAT

Aug 31: KOB

Print

Sept 5: Taos News

Digital

Aug 18: NMPBS Newsletter

Aug 31: NM Political Report

Radio

Aug 18: KKOB NewsRadio

Sept 9: KKOB News Weekends

ADDITIONAL NM PRINT COVERAGE

Valencia County News-Bulletin

Santa Fe Reporter

Roswell Daily Record

Valencia County News-Bulletin

El Defensor Chieftain

Alamogordo Daily News

Artesia Daily Press

Albuquerque Journal

Albuquerque Journal

Hobbs News-Sun

Gallup Independent

Albuquerque Journal

Santa Fe New Mexican

Albuquerque Journal

August 18, 2023



Mr. Wayne G. Pullan
Regional Director
U.S. Department of the Interior
Bureau of Reclamation
125 South State Street, Room 8100
Salt Lake City, UT 84138-1102

RE: Request for Input on Drought Mitigation Efforts Funded by the Inflation Reduction Act

Dear Mr. Pullan:

The Middle Rio Grande Conservancy District (MRGCD) appreciates the opportunity to provide input on drought mitigation programs and projects funded by the Inflation Reduction Act. As you're aware, the Rio Grande Basin faces many of the same, serious challenges posed by climate change, aridity and other factors as the Colorado River Basin. The Rio Grande Basin has seen a 20% reduction in annual mean snow water equivalent over the past 30 years and a shift in the timing of peak runoff to earlier in the Spring. Water supply conditions in the Colorado River Basin have affected San Juan-Chama Project contractors like the MRGCD, which has seen a 25% average reduction from full project water allocations in the past five years. Climate models are predicting more variability in the annual water budget which means we must adapt to capture and manage not just snowmelt runoff in the high country but large monsoon rain events in our valleys and arroyos. The ability to nimbly respond to weather events to protect infrastructure, conserve and better utilize stormwater to meet irrigation demand and other water management obligations is key to future climate resilience.

In the process providing irrigation water to some 60,000 acres, the MRGCD also operates and maintains 1200 miles of irrigation canals and drains, flood control levees and approximately 30,000 acres of riparian forest "bosque" along the Rio Grande. Most of our facilities, including diversion dams and El Vado dam, are approaching one hundred years. Some of the historical irrigation ditches were constructed two or three centuries ago and virtually all need rehabilitation, repair and system upgrades. The Middle Rio Grande's cottonwood gallery forest is approaching the end of its life cycle. Lower Spring peak flows, drought and encroachment of non native/invasive vegetation have increased fire risk, impacted water and sediment transport and our ability to meet Rio Grande Compact obligations. Comprehensive investment is necessary to reduce and eliminate our Compact debit, so we can again store irrigation water to meet crop demand in mid to late summer and continue to meet our Biological Opinion obligations for listed species. It's also necessary to protect and enhance the health and biodiversity of the Rio Grande bosque, a continentally significant ecosystem.

Since the late 1990s, the MRGCD has drastically cut its Rio Grande diversions by 50%, implemented real time water measurement and automation, irrigation system efficiency and water supply enhancement projects in response to drought and low water conditions. Much of this work was made possible by \$6 million dollars in federal funding from the Bureau of

P.O. Box 581

87103-0581

1931 Second St. SW

Albuquerque, NM

87102-4515

505.247.0234

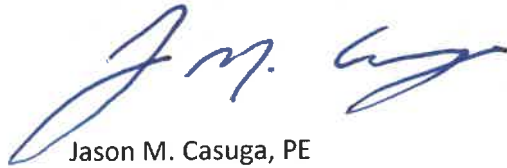
Fax # 505.243.7308

Reclamation and others. However, the enormous need for infrastructure improvements, coupled with natural resource management, enhanced data collection, and habitat restoration will require funding well beyond what state and local governments can provide. The project types listed below are key to drought mitigation in the Middle Rio Grande.

- River Channel/Floodplain Maintenance
- Canal Lining / Piping and Re-design of open channel canals to optimize reduced flows
- Pump stations to improve conveyance efficiency (with options to support adjacent riparian and aquatic habitat)
- Aquifer Storage and Recovery Projects
- Off-channel re-regulation reservoirs (small capacity 100-2000 af)
- Early warning stations for arroyo / upland storm runoff
- Comprehensive snowpack and snow water equivalent forecasting
- Removal of non-native, invasive species to mitigate wildfire and evapotranspiration losses
- Restoration of native habitat and landscapes that are adapted for drought and resilient in the face of wildfire
- Restoration of endangered species habitats that function with reduced river flows
- Utilizing irrigation and stormwater return flows to provide refugial and other habitat for endangered species and other wildlife

The Middle Rio Grande Conservancy District appreciates our long-term, cooperative relationship with the Bureau of Reclamation and the opportunity to comment on these critical programs and funding sources in the Inflation Reduction Act. If we can be of additional assistance or support in developing guidance for the Rio Grande Basin, please don't hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "J.M. Casuga". The signature is fluid and cursive, with a large initial "J" and "M".

Jason M. Casuga, PE

CEO and Chief Engineer

xc: files