

Agenda

For Presentation at the Special Meeting of the Board of Directors of the Middle Rio Grande Conservancy District



March 10, 2025 - 2:00 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.

- 2:00 1. Pledge of Allegiance
- 2:01 2. Approval of the Agenda
- 2:04 3. Consideration/Discussion of the Performance Evaluations
 - a. Secretary-Treasurer/CFO
 - b. Chief Engineer/Chief Executive Officer
- 2:25 4. Items from the Floor (Comments are limited to three (3) minutes)
- 2:35 5. Executive Session
 - a. NMSA 1978 Open Meetings Act, Section 10-15-1(H)2
 - 1. CE/CEO Performance Evaluation
 - 2. Secretary-Treasurer/CFO Performance Evaluation



Agenda

For Presentation at the 2,221st Regular Meeting of the Board of Directors of the Middle Rio Grande Conservancy District



March 10, 2025 - 3:00 p.m.

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- 3:00 1. Pledge of Allegiance
- 3:01 2. Approval of the Agenda
- 3:03 3. Consent Agenda
 - a. Consideration/Approval of Payment Ratification March 10, 2025
 - b. Consideration/Approval of February 2025 Invoice for Wiggins, Williams & Wiggins PC
 - c. Consideration/Approval of February 2025 Invoices for Spencer Fane LLP
 - d. Consideration/Approval of the Minutes for the Special Board Meeting February 10, 2025
 - e. Consideration/Approval of the Minutes for the Regular Board Meeting February 10, 2025
 - f. Memo on MRGCD Approved Licenses for February 2025 (For Informational Purposes Only)
- 3:05 4. **Report on the NM Legislature, February 11, 2025** John Thompson, MRGCD Lobbyist, Jason M. Casuga, CE/CEO, Amanda Molina, PIO, Vice Chairman Baugh and Directors Dunning and Russo Baca
- 3:20 5. Report(s) from the Water Operations
 - a. Report on Water Supply Conditions Anne Marken, Water Ops Division Manager
 - b. Status Report on Water Distribution Matt Martinez, Water Distribution Division Manager
- 3:30 6. Items from the Floor (Comments are limited to three (3) minutes)
- 3:40 7. Report(s) from the Department of the Interior
 - a. Bureau of Reclamation- Jennifer Faler, Area Manager
 - b. Bureau of Indian Affairs Patrick Taber, Acting Designated Engineer
- 3:50 8. Report(s) from the Chief Operations Officer Eric Zamora, PE
 - a. Report on the Pueblo of Cochiti & MRGCD Coordination Meeting, February 24, 2025
 - b. Report on the Cultural Resources Law: Collaborating with Tribes on Energy & Infrastructure Projects Conference, February 27-28, 2025
 - c. Consideration/Approval of the Land Sale to Robert Sanchez
 - d. End of Off Season Operation & Maintenance Updates
 - e. Presentation on the Big Hole Fire Restoration Plan Yasmeen Najmi, Planner
- 4:15 9. Report(s) from the Human Resources Department Christine L. Nardi, MBA
 - a. Introduction of MRGCD New Hires
 - b. Employee Recognition

- 4:25 10. Report(s) from the Chief Procurement Officer Richard DeLoia
 - a. Consideration/Approval of the Tub Grinder Bid Casey Ish, Conservation Program Manager
- 4:30 11. Report(s) from the Secretary-Treasurer/CFO Pamela Fanelli, CMA, CGFM
 - a. Consideration/Approval of Resolution M-03-10-25-220 for Disposal of Obsolete Items
 - b. Report on the Fiscal Year 2024 Financial Report
- 4:40 12. Report(s) from the Chief Engineer/CEO Jason M. Casuga, PE
 - Report on the 2024 Rio Grande Water Fund Activities Steven Bassett, The Nature Conservancy
 - b. Report on the South Valley Regional Association of Acequias Spring Meeting, February 13, 2025 Jason M. Casuga, CE/CEO and Vice Chairman Baugh
 - c. Report on the Pueblo of Sandia Farmers Meeting, February 20, 2025 Jason M. Casuga, CE/CEO and Anne Marken, Water Ops Division Manager
 - d. Report on the Village of Corrales Regular Council Meeting, March 4, 2025 Jason M. Casuga, CE/CEO, Eric Zamora, COO and Amanda Molina, PIO
 - e. Information on Upcoming Events
 - Family Farm Alliance Annual Conference, October 30-31, 2025 Reno, NV
- 5:05 13. Report(s) from the MRGCD Attorney(s) Chief Water Counsel or General Counsel
- 5:10 14. Report(s) from the Board
 - a. Report on the Farmers for Future Farmers Meeting, February 11, 2025 Director Jiron
 - b. Report on the Earth Science Day NM Legislature, February 17, 2025 Director Russo Baca
 - c. Report on the Interstate Stream Commission Meeting, February 20, 2025 Director Russo Baca
 - d. Report on the Socorro Community Conversation on Water Matanza, March 1, 2025 Directors Russo Baca and Dunning
 - e. Report on the Land and Water Summit, March 5-7, 2025 Chairman Kelly, Vice Chairman Baugh and Directors Russo Baca and Sandoval
 - f. Report on the Personnel and Finance Committee Meeting, March 10, 2025 Chairman Kelly and Directors Dunning and Russo Baca
- 6:00 15. 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
 - 2. Threatened or Pending Litigation

MIDDLE RIO GRANDE CONSERVANCY DISTRICT March 10, 2025 Payments for the Period February 01, 2025 through February 28, 2025

Warrant	Vendor Name	Amount	Description	Location
EFT	NEW MEXICO TAXATION & REVENUE DEPARTMENT	21,895.55	JANUARY 2025 WITHHOLDING TAX	
EFT	PAYROLL	339,627.09	PAY PERIOD 03	
EFT	PERA	124,306.02	PAY PERIOD 03	
EFT	IRS	44,839.51	PAY PERIOD 03	
EFT	VOYA DEFERRED COMP	7,202.16	PAY PERIOD 03	
EFT	PAYROLL	339,099.57	PAY PERIOD 04	
EFT	PERA	123,333.87	PAY PERIOD 04	
EFT EFT	IRS	44,900.97	PAY PERIOD 04	
EFI	VOYA DEFERRED COMP	7,403.55	PAY PERIOD 04	
	TOTAL PAYROLL	1,052,608.29		
9	GENUINE NAPA	(649.38)	VOIDED ACH PAYMENT 02.26.25	
152020	BOOT BARN	(2,934.21)	VOIDED CHECK DATED 08.22.24	
152465	BOOT BARN	(1,288.45)	VOIDED CHECK DATED 10.16.24	
152668 152837	ESTATE OF ANTHONY M. ROMERO REAL TIME SOLUTIONS, INC.	(2,668.40) (247.54)	VOIDED CHECK DATED 10.24.24 VOIDED CHECK DATED 11.14.24	
152849	TERRACON CONSULTANTS	(247.54) (2,300.00)	VOIDED CHECK DATED 11.14.24 VOIDED CHECK DATED 11.14.24	
152916	TRACTOR & EQUIPMENT	(1,458.90)	VOIDED CHECK DATED 11.21.24	
153000	REAL TIME SOLUTIONS, INC.	(26,583.38)	VOIDED CHECK DATED 12.05.24	
153080	REAL TIME SOLUTIONS, INC.	(24,538.50)	VOIDED CHECK DATED 12.13.24	
153186	LARRY H. MILLER CASA	(76.91)	VOIDED CHECK DATED 12.23.24	
153188	LEGALSHEILD	(637.40)	VOIDED CHECK DATED 12.23.24	
hecks				
153537	4 RIVERS EQUIPMENT	49.60	FLUIDS/FILTERS	ALBUQUERQUE DIVISION
		47.92	PARTS/REPAIRS	ALBUQUERQUE DIVISION
		2,206.33	PARTS/REPAIRS	BELEN DIVISION
		6,328.02	PARTS/REPAIRS	SOCORRO DIVISION
153538	A-1 QUALITY REDI-MIX	550.50	CONCRETE/SHOTCRETE	SOCORRO DIVISION
153539	ABCWUA	605.26	WATER, SEWER, REFUSE	ALBUQUERQUE DIVISION
		358.85	WATER, SEWER, REFUSE	EQUIPMENT REPAIR & TRANS
		705.58	WATER, SEWER, REFUSE	GENERAL OFFICE
153540	ACTION HOSE INC.	50.50	PARTS/REPAIRS	ALBUQUERQUE DIVISION
153541	ALBUQUERQUE GRAVEL P	9,528.00	CONCRETE/SHOTCRETE	ALBUQUERQUE DIVISION
		416.00	CONCRETE/SHOTCRETE	BELEN DIVISION
		6,633.00	CONCRETE/SHOTCRETE	COCHITI DIVISION
153542	ALLSTATE HYDRAULICS	171.25	PARTS/REPAIRS	ALBUQUERQUE DIVISION
		3,898.50	PARTS/REPAIRS	BELEN DIVISION
		430.00	PARTS/REPAIRS	SOCORRO DIVISION
153543	AMAZON CAPITAL	29.99	COMPUTER/PRINTER SUPPLIES	WATER OPERATIONS
		23.96	HYDROLOGY SUPPLIES	WATER OPERATIONS
		55.47	OFFICE SUPPLIES	GENERAL OFFICE
		33.29	OFFICE SUPPLIES	PURCHASING
		112.45	SUGGESTION BOXES	SAFETY DEPARTMENT
153544	APACHITO, JEANETTE	540.00	RODENT MANAGEMENT	SOCORRO DIVISION
153545	BJW VENTURES, LLC	265.00	PARTS/REPAIRS	ALBUQUERQUE DIVISION
153546	BOHANNAN HUSTON	16,714.86	BELEN HIGHLINE	BELEN DIVISION
		432.65	JAN25 EL VADO DAM CONSULTING	ENGINEERING & MAPPING
153547	BOWMAN HANDLES INC.	2,833.04	POTATO HOOKS	INVENTORY
153548	BOYD-SHUCK NAPA	180.42	PARTS/REPAIRS	SOCORRO DIVISION
100010		9.99	SHOP/WELD SUPPLIES	SOCORRO DIVISION
153549	BURGOS STAR MANUELA	1,052.00	RODENT MANAGEMENT- LEMITAR LATERAL	SOCORRO DIVISION
153550	BUSTED STEM	1,032.00	TIRE/TIRE REPAIR	ALBUQUERQUE DIVISION
153551		75.00	FREIGHT	BELEN DIVISION
133331	CENTURY EQUIPMENT			
150550	CENTUDY I INV	819.80	PARTS/REPAIRS TELEPHONE/VOID	BELEN DIVISION
	CENTURY LINK	88.82	TELEPHONE/VOIP	BELEN DIVISION
153552 153553	CHOICE STEEL COMPANY	3,906.74	METAL ORDER	INVENTORY

Warrant	Vendor Name	Amount	Description	Location
153554	CINTAS FIRST AID	55.00	JAN25 FY 25 - WATER COOLER RENTAL	BELEN DIVISION
		45.00	JAN25 FY 25 - WATER COOLER RENTAL	COCHITI DIVISION
		45.00	JAN25 FY 25 - WATER COOLER RENTAL	EQUIPMENT REPAIR & TRANS
		45.00	JAN25 FY 25 - WATER COOLER RENTAL	SOCORRO DIVISION
153555	CITY OF BELEN	538.70	WATER, SEWER, REFUSE	BELEN DIVISION
153556	CITY OF SOCORRO	684.43	WATER & GAS	SOCORRO DIVISION
		238.29	WATER, SEWER, REFUSE	SOCORRO DIVISION
153557	CLARK TRUCK	3,736.40	ISO TRUCK ACCESSORIES	WATER DISTRIBUTION DIV
153558	CONSTRUCTION RENTAL	54.93	PARTS/REPAIRS	ALBUQUERQUE DIVISION
		2,770.65	STIHL PRODUCTS	INVENTORY
153559	CONTINENTAL BATTERY	267.92	BATTERIES	ALBUQUERQUE DIVISION
		91.72	BATTERIES	BELEN DIVISION
		150.28	BATTERIES	COCHITI DIVISION
		108.92	BATTERIES	SOCORRO DIVISION
		139.74	BATTERIES	WATER OPERATIONS
152560	CONTROL DESIGN BIG	139.74	BATTERIES	WATER OPERATIONS
153560	CONTROL DESIGN, INC.	25,763.60	ACTUATORS & PLC-HEADGATE AUTOMATION	WATER OPERATIONS
153561	CRAIG INDEPENDENT	171.56	TIRE/TIRE REPAIR	BELEN DIVISION
152562	CRITTERS OF CHANCE	27.77	TIRE/TIRE REPAIR	WATER DISTRIBUTION DW
153562	CRITTERS OIL CHANGE	75.00	FLUIDS/FILTERS	WATER DISTRIBUTION DIV
153563	EXPRESS AUTO GLASS	250.00	PARTS/REPAIRS	COCHITI DIVISION
152564	EEVON DANIELLE	200.00	PARTS/REPAIRS	EQUIPMENT REPAIR & TRANS
153564	FEYGIN, DANIELLE	156.78	MILEAGE- DRIVE TO/FROM TUCSON TO PHX	ENGINEERING & MAPPING
153565	FLEETPRIDE	27.76 35.00	FLUIDS/FILTERS FREIGHT	ALBUQUERQUE DIVISION
		245.47	PARTS/REPAIRS	EQUIPMENT REPAIR & TRANS
153566	GENUINE NAPA	243.47		EQUIPMENT REPAIR & TRANS
133300	GENUINE NAPA	1,306.55	FLUIDS/FILTERS PARTS/REPAIRS	BELEN DIVISION BELEN DIVISION
		80.22	SHOP/WELD SUPPLIES	BELEN DIVISION BELEN DIVISION
		12.77	SHOP/WELD TOOLS	BELEN DIVISION BELEN DIVISION
153567	GEOTEL CORPORATION	977.08	PRESS CLIPPING SERVICE	ADMINISTRATION
153568	GOVERNMENT PORTFOLIO	1,049.09	DEC24- INVESTMENT SERVICES	ACCOUNTING
153569	GPS, LLC	134.61	FLUIDS/FILTERS	SOCORRO DIVISION
153570	GRAINGER	23.96	GLOVES	EQUIPMENT REPAIR & TRANS
133370	GREENGER	7.32	SHOP/WELD SUPPLIES	EOUIPMENT REPAIR & TRANS
153571	GREENWOOD, JEFFREY C	477.14	FEB25- RETIREE	HUMAN RESOURCES
153571	HUNTER BOWER LUMBER	8,282.68	LUMBER	INVENTORY
153572	IMSCO DIVISION	537.30	2007 LOCKS	INVENTORY
133573	Indee Bry Island	893.28	LIFTING STRAPS	COCHITI DIVISION
153574	INLAND KENWORTH INC.	125.26	FLUIDS/FILTERS	EQUIPMENT REPAIR & TRANS
153575	JIVE COMMUNICATIONS,	2,553.27	TELEPHONE/VOIP	GENERAL OFFICE
153576	LUCERO, JOHN	244.00	RODENT MANAGEMENT- HIGHLINE	BELEN DIVISION
153577	MAINTENANCE SERVICE	414.10	FEB25 JANITORIAL	ALBUQUERQUE DIVISION
		2,036.03	FEB25- JANITORIAL	GENERAL OFFICE
153578	MCT INDUSTRIES, INC.	1,797.41	PARTS/REPAIRS	BELEN DIVISION
153579	MESA OIL, INC	125.00	USED OIL/FILTERS	BELEN DIVISION
153580	NAPA AUTO PARTS	40.16	FLUIDS/FILTERS	ALBUQUERQUE DIVISION
		276.20	PARTS/REPAIRS	ALBUQUERQUE DIVISION
		10.26	PARTS/REPAIRS	COCHITI DIVISION
		5.12	PARTS/REPAIRS	WATER DISTRIBUTION DIV
		79.14	SHOP/WELD SUPPLIES	EQUIPMENT REPAIR & TRANS
		3.90	SHOP/WELD TOOLS	EQUIPMENT REPAIR & TRANS
153581	NEW MEXICO TRACTOR S	473.51	PARTS/REPAIRS	BELEN DIVISION
153582	OES GLOBAL INC	782.15	HYDRATION PACKS	INVENTORY
153583	OLGUIN TAMMY	257.71	FEB25 RETIREE	HUMAN RESOURCES
153584	PACIFIC OFFICE AUTO	232.36	FEB25- COPIER LEASE	ALBUQUERQUE DIVISION
		143.84	FEB25- COPIER LEASE	EQUIPMENT REPAIR & TRANS
		730.25	FEB25- COPIER LEASE	GENERAL OFFICE

Warrant	Vendor Name	Amount	Description	Location
153585	PENA BLANCA SANIT	91.99	WATER, SEWER, REFUSE	COCHITI DIVISION
153586	PNM	93.63	JAN25	ALBUQUERQUE DIVISION
		587.87	JAN25	BELEN DIVISION
153587	POWER EQUIPMENT	40.75	FREIGHT	ALBUQUERQUE DIVISION
		225.00	FREIGHT	BELEN DIVISION
		2,174.48	PARTS/REPAIRS	ALBUQUERQUE DIVISION
		655.80	PARTS/REPAIRS	BELEN DIVISION
153588	POWER FORD	204.55	PARTS/REPAIRS	SAFETY DEPARTMENT
		426.14	PARTS/REPAIRS	WATER DISTRIBUTION DIV
153589	PRECISION SURVEYS	49,064.09	BOUNDARY SURVEY	ENGINEERING & MAPPING
153590	PRINT EXPRESS	1,995.53	2025 - ISO PLANNERS BOOKS	WATER DISTRIBUTION DIV
153591	PRUDENTIAL OVERALL S	200.00	UNIFORM RENTAL	BELEN DIVISION
4.50.500	DVD 0011 TVD 00100 1111	52.13	UNIFORM RENTAL	EQUIPMENT REPAIR & TRANS
153592	PURCELL TIRE COMPANY	546.50	TIRE/TIRE REPAIR	ALBUQUERQUE DIVISION
153593	RAKS BUILDING SUPPLY	83.75	CONSTRUCTION SUPPLIES	BELEN DIVISION
		298.94	CONSTRUCTION SUPPLIES	SOCORRO DIVISION
152504	D ANGUEDO DUM DEDO	85.07	SHOP/WELD SUPPLIES	BELEN DIVISION
153594	RANCHERO BUILDERS	41.24	PARTS/REPAIRS	BELEN DIVISION
153595	RANDY'S ACE HARDWARE	17.99	CONSTRUCTION SUPPLIES	SOCORRO DIVISION
		7.93	PARTS/REPAIRS	SOCORRO DIVISION
152506	DED SHOVEL LLS	32.56	SHOP/WELD SUPPLIES	SOCORRO DIVISION
153596	RED SHOVEL LLC	843.63	FEB25 LANDSCAPE MAINTENANCE	GENERAL OFFICE
153597	RELEVANT INDUSTRIAL	167.34	PARTS/REPAIRS	BELEN DIVISION
153598	ROBERTS TRUCK CENTER	71.55	FLUIDS/FILTERS	BELEN DIVISION
		125.00	FREIGHT	ALBUQUERQUE DIVISION
		2,093.86	PARTS/REPAIRS	ALBUQUERQUE DIVISION
153599	DUCCELL IIM	177.92 415.72	PARTS/REPAIRS FEB25- RETIREE	BELEN DIVISION HUMAN RESOURCES
153600	RUSSELL, JIM SAFETY COUNSELING	102.24	FORK LIFT TRAINING	SAFETY DEPARTMENT
153601	SAN ACACIA MDWCA	21.53	WATER, SEWER, REFUSE	SOCORRO DIVISION
153602	SANDOVAL COUNTY LAND	39.61	JAN25 LANDFILL	ALBUQUERQUE DIVISION
153603	SOCORRO ELECTRIC	418.05	JAN25	SOCORRO DIVISION
133003	SOCORRO ELECTRIC	688.20	JAN25 PUMPS	SOCORRO DIVISION
153604	SOUTHERN TIRE MART	684.20	TIRE/TIRE REPAIR	SOCORRO DIVISION
153605	SOUTHWEST LANDFILL	1,603.34	JAN25	ALBUQUERQUE DIVISION
153606	SPECIALTY COMMUNICATIONS	161.44	JAN25 MONTHLY RADIO	GENERAL OFFICE
153607	STAPLES ADVANTAGE	208.12	OFFICE SUPPLIES	GENERAL OFFICE
153608	TIRES TO YOU, LLC.	600.00	TIRE/TIRE REPAIR	ALBUQUERQUE DIVISION
123000	These to too, Ele.	790.00	TIRE/TIRE REPAIR	EQUIPMENT REPAIR & TRANS
153609	TRANSCRIPTION	529.32	BOD MINUTES & TRANSCRIPTIONS	BOARD OF DIRECTORS
153610	TYLER TECHNOLOGIES	1,434.52	MUNIS SERVICE REQUEST MODULE	GENERAL FUND
100010	11224 12611 (020 612)	567.31	MUNIS SERVICE REQUEST MODULE	INFORMATION SYS
153611	UNICOR	390.78	JAN25 - SHRED BINS PICKUP	ACCOUNTING
153612	UNIFIRST CORP	500.20	UNIFORM RENTAL	SOCORRO DIVISION
153613	UNITED TRANSMISSIONS	3,982.13	PARTS/REPAIRS	ALBUQUERQUE DIVISION
153614	VALLEY SANITATION	36.90	TRASH DUMP	BELEN DIVISION
153615	VERIZON CONNECT	5,337.71	GPS MONTHLY SERVICE	EQUIPMENT REPAIR & TRANS
153616	WAGNER EQUIPMENT CO.	48.91	FLUIDS/FILTERS	BELEN DIVISION
	`	138.95	PARTS/REPAIRS	BELEN DIVISION
		202.26	PARTS/REPAIRS	SOCORRO DIVISION
153617	WASTE MANAGEMENT	278.18	WATER, SEWER, REFUSE	COCHITI DIVISION
153618	WILLIAMS WINDMILL	37.50	PARTS/REPAIRS	SOCORRO DIVISION
153619	WILSON & COMPANY	19,749.44	BELEN WATERSHED DOCUMENTS	GRANTS FUND
153620	WILSON & COMPANY	52,044.58	SOCORRO CHANNEL LINING	GRANTS FUND SOCORRO

Warrant	Vendor Name	Amount	Description	Location
153621	WILSON & COMPANY	13,222.42	LOW FLOW CONVEYANCE CHANNEL	GRANTS FUND SOCORRO
153622	AFSCME COUNCIL 18	1,659.60	PAYROLL - UNION DUES	GENERAL FUND
153623	ALBUQUERQUE PUB	60.00	NEWSPAPER SUBSCRIPTION	GENERAL OFFICE
153624	BERNALILLO COUNTY CL	25.00	RELEASE OF LIEN	ACCOUNTING
153625	BOOT BARN	135.99	FY25- BOOT VOUCHER	ALBUQUERQUE DIVISION
133023	Boot Bruch	1,040.24	FY25- BOOT VOUCHER	BELEN DIVISION
		854.98	FY25- BOOT VOUCHER	COCHITI DIVISION
		150.00	FY25- BOOT VOUCHER	ENGINEERING & MAPPING
		300.00	FY25- BOOT VOUCHER	EQUIPMENT REPAIR & TRANS
		150.00	FY25- BOOT VOUCHER	SOCORRO DIVISION
		1,741.45	FY25- BOOT VOUCHER	WATER DISTRIBUTION DIV
153626	CHILD SUPPORT ENFORCEMENT	1,086.40	PAYROLL GARNISHMENT	GENERAL FUND
153627	LARRY H. MILLER CASA	76.91	PARTS/REPAIRS	ALBUQUERQUE DIVISION
153628	MOERCH, MARTA	264.00	SHRM ANNUAL MEMBERSHIP RENEWAL	HUMAN RESOURCES
153629	MRGCD PETTY CASH EA	15.47	OFFICE SUPPLIES	BELEN DIVISION
		54.99	VEGETATION CONTROL	BELEN DIVISION
153630	REAL TIME SOLUTIONS	51,121.88	LEASING APPLICATION	GRANTS FUND
		247.54	WEBSITE SUPPORT	ACCOUNTING
153631	ROMERO, ANTHONY M.	1,334.20	'24 WATER LEASE PAYMENT - FULL SEASON	GRANTS FUND
		1,334.20	'24 WATER LEASE PAYMENT - FULL SEASON	GRANTS FUND
153632	STATE OF NEW MEXICO	258.21	PAYROLL GARNISHMENT	GENERAL FUND
153633	TERRACON CONSULT	2,300.00	DAMAGE DEPOSIT REFUND	GENERAL FUND
153634	TRACTOR & EQUIPMENT	1,458.90	CAT FILTERS	INVENTORY
153635	VALENCIA COUNTY CLERK	25.00	RELEASE OF LIEN	ACCOUNTING
153636	4 RIVERS EQUIPMENT	224.36	PARTS/REPAIRS	ALBUQUERQUE DIVISION
153637	A-1 QUALITY REDI-MIX	620.75	CONCRETE/SHOTCRETE	SOCORRO DIVISION
153638	ACTION HOSE INC.	202.89	PARTS/REPAIRS	ALBUQUERQUE DIVISION
		26.27	SHOP/WELD SUPPLIES	ALBUQUERQUE DIVISION
		29.95	SHOP/WELD SUPPLIES	EQUIPMENT REPAIR & TRANS
153639	ALBUQUERQUE PUB	189.84	FEB25 - ALBUQUERQUE JOURNAL	BOARD OF DIRECTORS
		215.84	FEB25 - EL DEFENSOR CHIEFTAIN	BOARD OF DIRECTORS
		159.18	FEB25 - VALENCIA COUNTY NEWS BULLETIN	BOARD OF DIRECTORS
1.50 (10		118.17	JAN25 - ALBUQUERQUE JOURNAL	PURCHASING
153640	ALBUQUERQUE SUPPLY	2,415.10	NP1/PAINT	INVENTORY
153641	AMAZON CAPITAL	991.85	COMPUTER/PRINTER SUPPLIES	INFORMATION SYS
		708.14	PARTS/REPAIRS	BELEN DIVISION
152642	DADNIIII I DOLT CO	479.74	PROPANE TORCH BURNER	BELEN DIVISION WATER OPERATIONS
153642	BARNHILL BOLT CO BENAVIDEZ, CAROL	218.08 544.72	MISC PARTS/SUPPLIES	HUMAN RESOURCES
153643 153644	BOHANNAN HUSTON	2,995.62	FEB25 - RETIREE	GRANTS FUND ABQ
133044	BOHANNAN HOSTON	33,718.42	JAN25 - ALAMEDA DRAIN DESIGN JAN25 - FEEDER 3 TASK ORDER 5	ENGINEERING & MAPPING
153645	BOOT BARN	135.99	FY25- BOOT VOUCHER	BELEN DIVISION
153646	BOYD-SHUCK NAPA	53.19	PARTS/REPAIRS	SOCORRO DIVISION
153647	C & C SERVICES	3,607.74	BASE COARSE	ALBUQUERQUE DIVISION
153648	CENTURY EQUIPMENT	3,436.95	MOWER BLADES	INVENTORY
153649	CHOICE STEEL COMPANY	547.40	EXPANDED METAL	INVENTORY
153650	CONTINENTAL BATTERY	66.30	BATTERIES	EQUIPMENT REPAIR & TRANS
		3,077.85	BATTERIES	INVENTORY
		(15.00)	BATTERIES	SOCORRO DIVISION
153651	CRAIG INDEPENDENT	98.88	TIRE/TIRE REPAIR	BELEN DIVISION
153652	CRITTERS OIL CHANGE	75.00	FLUIDS/FILTERS	BELEN DIVISION
		75.00	FLUIDS/FILTERS	WATER OPERATIONS
153653	DESERT GREENS EQUIPMENT	271.99	MS-181C CHAINSAW	BELEN DIVISION
153654	EXPRESS AUTO GLASS	1,800.00	PARTS/REPAIRS	BELEN DIVISION
		500.00	PARTS/REPAIRS	WATER DISTRIBUTION DIV
153655	FINANCE AUTHORITY	26,082.41	FEB25 EQP PURCHASE	DEBT SERVICE
		16,532.72	FEB25 EQP. PURCHASE	DEBT SERVICE
		12,016.81	FEB25 EQUIPMENT	DEBT SERVICE

Warrant	Vendor Name	Amount	Description	Location
1.70.57.5		20.10	D. D	
153656	FLEETPRIDE	20.19	PARTS/REPAIRS	ALBUQUERQUE DIVISION
153657	FRANK'S SUPPLY CO	3,688.00	TAMPER	ALBUQUERQUE DIVISION
153658	FRESNO VALVES	81.81	FREIGHT	WATER OPERATIONS
4.50.550	CD 7 D 7 D 7 D 7 D 7 D 7 D 7 D 7 D 7 D 7	195.36	FRESNO STEM LEFT HANDED	WATER OPERATIONS
153659	GENUINE NAPA	393.28	PARTS/REPAIRS	BELEN DIVISION
153660	GPS, LLC	134.61	FLUIDS/FILTERS	SOCORRO DIVISION
15000	n	96.92	TIRE/TIRE REPAIR	SOCORRO DIVISION
153661	INLAND KENWORTH INC.	21.92	FLUIDS/FILTERS	ALBUQUERQUE DIVISION
		48.32	PARTS/REPAIRS	ALBUQUERQUE DIVISION
152662	DITTED OT A THE DATTED HE	109.50	PARTS/REPAIRS	EQUIPMENT REPAIR & TRANS
153662	INTERSTATE BATTERIES	204.95	BATTERIES LANGE VERNING GUERGEREFINITION	ALBUQUERQUE DIVISION
153663	KRONOS SAASHR, INC.	1,384.52	JAN25 - KRONOS SUBSCRIPTION	INFORMATION SYS
153664	MCT INDUSTRIES, INC.	16.92	PARTS/REPAIRS	ALBUQUERQUE DIVISION
153665	MIDSTATE ELECTRIC	187.16	PERMIT FOR METER BASE REPAIR CUBA RD	SOCORRO DIVISION
153666	NAPA AUTO PARTS	31.05	FLUIDS/FILTERS	EQUIPMENT REPAIR & TRANS
		29.98	PARTS/REPAIRS	EQUIPMENT REPAIR & TRANS
		223.34	PARTS/REPAIRS	ALBUQUERQUE DIVISION
15266	NAPA ALITO DA DEG	7.87	SHOP/WELD SUPPLIES	EQUIPMENT REPAIR & TRANS
153667	NAPA AUTO PARTS	33.27	SHOP/WELD SUPPLIES	EQUIPMENT REPAIR & TRANS
152660	ODEH IN AUTO DADEG	91.63	SHOP/WELD TOOLS	EQUIPMENT REPAIR & TRANS
153668	O'REILLY AUTO PARTS	1.27	MISC PARTS/REPAIRS	ALBUQUERQUE DIVISION
		1,228.21	PARTS/REPAIRS	ALBUQUERQUE DIVISION
		494.75	PARTS/REPAIRS	SOCORRO DIVISION
152660	OCCUPATIONAL HEALTH	99.99	SHOP/WELD SUPPLIES	SOCORRO DIVISION
153669	OCCUPATIONAL HEALTH	111.93	DOT RECERTIFICATION	BELEN DIVISION
152670	DADTO AUTHODITY	111.93	DOT RECERTIFICATION	WATER DISTRIBUTION DIV
153670	PARTS AUTHORITY	1,557.28	BALDWIN FILTERS DECAMBLANDELECTRICITY	INVENTORY
153671 153672	PNM POWER EQUIPMENT	1,580.52	DEC24 PUMP ELECTRICITY BAR AND CHAIN OIL	ALBUQUERQUE DIVISION INVENTORY
133072	FOWER EQUIPMENT	46.78 94.23	FLUIDS/FILTERS	BELEN DIVISION
		94.23 16.45	FREIGHT	BELEN DIVISION BELEN DIVISION
		1,175.06	VOLVO FILTERS	INVENTORY
153673	PREVENTIVE PEST	181.89	PEST CONTROL	GENERAL OFFICE
153674	PRINT EXPRESS	280.50	BUSINESS CARDS	BOARD OF DIRECTORS
133074	TRIVI EXIRESS	51.00	BUSINESS CARDS	CONSERVATION/PLANNING
		51.00	BUSINESS CARDS	EXEC TEAM
		87.00	BUSINESS CARDS	HUMAN RESOURCES
		51.00	BUSINESS CARDS	SOCORRO DIVISION
153675	PRUDENTIAL OVERALL S	104.26	UNIFORM RENTAL	EQUIPMENT REPAIR & TRANS
153676	PURCELL TIRE COMPANY	104.99	PARTS/REPAIRS	BELEN DIVISION
133070	TOROLLE THE COMPANY	698.71	TIRE/TIRE REPAIR	ALBUQUERQUE DIVISION
153677	QUEST DIAGNOSTICS	118.00	DOT RANDOM	BELEN DIVISION
	(95.50	DOT RANDOM	EQUIPMENT REPAIR & TRANS
153678	RAIN FOR RENT	29,318.75	FEB25 - CORRALES PUMP RENTAL	CAPITAL INV FUND ABQ
153679	RELEVANT INDUSTRIAL	90.78	PARTS/REPAIRS	BELEN DIVISION
153680	ROBERTS TRUCK CENTER	71.55	FLUIDS/FILTERS	BELEN DIVISION
		849.00	FLUIDS/FILTERS	COCHITI DIVISION
		125.00	FREIGHT	COCHITI DIVISION
		137.93	PARTS/REPAIRS	ALBUQUERQUE DIVISION
		11,986.28	PARTS/REPAIRS	COCHITI DIVISION
153681	SOUTHERN TIRE MART	821.83	TIRE/TIRE REPAIR	ALBUQUERQUE DIVISION
153682	SOUTHWEST CONSTRUCTION	17.52	PARTS/REPAIRS	ALBUQUERQUE DIVISION
		5,937.07	PARTS/REPAIRS	COCHITI DIVISION
153683	SPENCER FANE LLP	16,292.07	FY25 WATER COUNSEL	GENERAL FUND
153684	TECHNOLOGY INTEGRATION	684.75	JAN25 - DATTO EMAIL SAAS PROTECTION	INFORMATION SYS
153685	TIRES TO YOU, LLC.	4,250.00	TIRE/TIRE REPAIR	ALBUQUERQUE DIVISION
153686	TRUEPOINT SOLUTIONS	740.00	REMOTE PROFESSIONAL SERVICES	GENERAL FUND
153687	TYLER TECHNOLOGIES	1,506.76	MUNIS WORK ORDER	INFORMATION SYS

Warrant	Vendor Name	Amount	Description	Location
153688	U.S. DISTRIBUTING	1,041.42	MOTOR CRAFT FILTERS	INVENTORY
153689	UNIVERSITY MRO LLC	120.00	DOT RANDOM	BELEN DIVISION
		120.00	POST ACCIDENT/NEW HIRES	ACCOUNTING
		160.00	POST ACCIDENT/NEW HIRES	ALBUQUERQUE DIVISION
153690	V-VARGAS, ERMELINDA	215.70	FEB25 - RETIREE	HUMAN RESOURCES
153691	WEX BANK	68,857.09	FUEL JAN24	DIVISIONS/MULTIPLE DEPTS.
153692	WIGGINS, WILLIAMS	9,270.83	DEC24 - COUNSEL	GENERAL FUND
		22,468.88	JAN25 - COUNSEL	GENERAL FUND
153693	WIPER SUPPLY INC	1,909.59	TOWELS/SOAP	INVENTORY
153694	AFSCME COUNCIL 18	1,659.60	PAYROLL - UNION DUES	GENERAL FUND
153695	ALBUQUERQUE PUB	129.00	NEWS BULLETIN SUBSCRIPTION	GENERAL FUND
153696	CF PADILLA, LLC	1,719,783.75	LOW FLOW CONVEYANCE CHANNEL	GRANTS FUND SOCORRO
153697	CHILD SUPPORT ENFORCEMENT	1,086.40	PAYROLL GARNISHMENT	GENERAL FUND
153698	HOME DEPOT CREDIT	25.48	MISC. PARTS/SUPPLIES	BELEN DIVISION
		12.97	SHOP/WELD SUPPLIES	EQUIPMENT REPAIR & TRANS
		77.86	WINDOW BLINDS, MOLDING	EQUIPMENT REPAIR & TRANS
153699	MRGCD PETTY CASH	26.95	RECORDING DOCUMENTS	LICENSING & LAND SALES
153700	OFFICE DEPOT CREDIT	86.99	COMPUTER/PRINTER SUPPLIES	EQUIPMENT REPAIR & TRANS
		5.59	OFFICE SUPPLIES	EQUIPMENT REPAIR & TRANS
		149.99	PRINTER	EQUIPMENT REPAIR & TRANS
153701	SANDOVAL COUNTY CLERK	25.00	RELEASE OF LIEN	ACCOUNTING
153702	SOCORRO COUNTY CLERK	25.00	RELEASE OF LIEN	ACCOUNTING
153703	STATE OF NEW MEXICO	258.21	PAYROLL GARNISHMENT	GENERAL FUND
153704	VALENCIA COUNTY CLERK	25.00	RELEASE OF LIEN	ACCOUNTING
153705	WILSON & COMPANY	96,196.93	LOW FLOW CONVEYANCE CHANNEL	GRANTS FUND SOCORRO
153706	3B BUILDERS INC.	2,300.00	DAMAGE DEPOSIT REFUND	GENERAL FUND
153707	4 RIVERS EQUIPMENT	539.81	PARTS/REPAIRS	BELEN DIVISION
153708	A & A PUMPING	1,500.00	BELEN YARD SEPTIC TANK	BELEN DIVISION
153709	A-1 QUALITY REDI-MIX	1,162.50	CONCRETE/SHOTCRETE	SOCORRO DIVISION
153710	ACOSTA EQUIPMENT INC	143.98	SHOP/WELD SUPPLIES	SOCORRO DIVISION
153711	ACTION HOSE INC.	187.06	PARTS/REPAIRS	ALBUQUERQUE DIVISION
153712	ALBUQUERQUE ASPHALT	2,300.00	DAMAGE DEPOSIT REFUND	GENERAL FUND
153713	ALBUQUERQUE GRAVEL P	807.50	CONCRETE/SHOTCRETE	ALBUQUERQUE DIVISION
		416.00	CONCRETE/SHOTCRETE	BELEN DIVISION
		1,386.00	CONCRETE/SHOTCRETE	COCHITI DIVISION
153714	ALBUQUERQUE PUB	71.11	LEGAL NOTICE	PURCHASING
153715	ALBUQUERQUE SEWING	125.00	PARTS/REPAIRS	ALBUQUERQUE DIVISION
153716	AMAZON CAPITAL	176.40	COMPUTER/PRINTER SUPPLIES	INFORMATION SYS
		1,394.95	IT/ SUPPLIES	INFORMATION SYS
		304.50	PARTS/REPAIRS	SOCORRO DIVISION
		312.36	SAFETY SUPPLIES	SAFETY DEPARTMENT
		39.90	SAFETY SUPPLIES	SOCORRO DIVISION
153717	AMERIGAS PROPANE	92.45	PROPANE	COCHITI DIVISION
153718	AT&T	12,595.43	FEB25 WIRELESS SERVICE	ALL DEPTS./DIVISIONS
153719	ATMAX EQUIPMENT CO	2,190.77	MOWER MAX FILTERS	INVENTORY
153720	AUTOZONE, INC	22.76	SHOP/WELD SUPPLIES	EQUIPMENT REPAIR & TRANS
153721	BARNHILL BOLT CO	159.44	CONSTRUCTION SUPPLIES	ALBUQUERQUE DIVISION
153722	BOHANNAN HUSTON	975.08	DEC24-JAN25 SAN ACACIA LEVEE CERT	ENGINEERING & MAPPING
153723	BOR UC REGION: UPPER	164,497.75	FY25 QTR 2 - EL VADO PROJECT	CONTRACT PAYMENTS
153724	CENTURY LINK	178.85	TELEPHONE/VOIP	SOCORRO DIVISION
153725	CONTINENTAL BATTERY	148.92	BATTERIES	BELEN DIVISION
153726	CRITTERS OIL CHANGE	75.00	FLUIDS/FILTERS	BELEN DIVISION
		150.00	FLUIDS/FILTERS	WATER DISTRIBUTION DIV
153727	DESERT FOX, LLC	4,600.00	DAMAGE DEPOSIT REFUND	GENERAL FUND
153728	DMC LOGISTICS	294.72	FEB25 - BOARD DELIVERY PACKETS	BOARD OF DIRECTORS
153729	FLEETPRIDE	135.00	FREIGHT	BELEN DIVISION
		1,476.44	PARTS/REPAIRS	BELEN DIVISION

Warrant	Vendor Name	Amount	Description	Location
153730	GENUINE NAPA	75.54	FLUIDS/FILTERS	BELEN DIVISION
		521.33	PARTS/REPAIRS	BELEN DIVISION
153731	GILBERT GARCIA & SON	56.25	BLDG/GROUNDS MAINTENANCE	BELEN DIVISION
153732	GONZALEZ, JOSE A	96.00	RODENT MANAGEMENT - BELEN HIGHLINE	BELEN DIVISION
153733	GPS, LLC	126.92	FLUIDS/FILTERS	SOCORRO DIVISION
		355.19	TIRE/TIRE REPAIR	SOCORRO DIVISION
153734	JIFFY LUBE	67.56	FLUIDS/FILTERS	COCHITI DIVISION
153735	KETTWICH, DONALD L.	232.00	RODENT MANAGEMENT - WILLIAMS LATERAL	ALBUQUERQUE DIVISION
153736	LEVEL 3 FINANCING IN	263.94	TELEPHONE/VOIP	BELEN DIVISION
		1,414.77	TELEPHONE/VOIP	COCHITI DIVISION
		1,547.59	TELEPHONE/VOIP	INFORMATION SYS
		263.94	TELEPHONE/VOIP	SOCORRO DIVISION
153737	MONTANO, THERESA	528.00	RODENT MANAGEMENT- JARAL DITCH	BELEN DIVISION
153738	MOXIECRAN MEDIA, LLC	2,777.00	ON FARM VIDEO	CONSERVATION/PLANNING
153739	NAPA AUTO PARTS	78.58	SHOP/WELD SUPPLIES	EQUIPMENT REPAIR & TRANS
153740	NED'S PIPE & STEEL	26.00	SHOP/WELD SUPPLIES	BELEN DIVISION
153741	NEW MEXICO GAS CO	253.20	FEB25	ALBUQUERQUE DIVISION
		711.45	FEB25	EQUIPMENT REPAIR & TRANS
		490.84	FEB25	GENERAL OFFICE
153742	NM UNDERGROUND	4,600.00	DAMAGE DEPOSIT REFUND	GENERAL FUND
153743	O'REILLY AUTO PARTS	121.47	BATTERIES	SOCORRO DIVISION
		(110.00)	PARTS/REPAIRS	ALBUQUERQUE DIVISION
		125.41	PARTS/REPAIRS	BELEN DIVISION
		2.75	PARTS/REPAIRS	COCHITI DIVISION
		87.97	SHOP/WELD TOOLS	EQUIPMENT REPAIR & TRANS
153744	PARTS AUTHORITY	679.95	BALDWIN FILTERS	INVENTORY
153745	PETRO WEST INC.	2,300.00	DAMAGE DEPOSIT REFUND	GENERAL FUND
153746	PNM	32.48	FEB25	ALBUQUERQUE DIVISION
		87.65	FEB25	BELEN DIVISION
		590.93	FEB25	COCHITI DIVISION
153747	POWER EQUIPMENT	174.76	FLUIDS/FILTERS	ALBUQUERQUE DIVISION
		54.80	FLUIDS/FILTERS	BELEN DIVISION
153748	POWER FORD	615.68	PARTS/REPAIRS	ALBUQUERQUE DIVISION
		283.64	PARTS/REPAIRS	COCHITI DIVISION
153749	PRUDENTIAL OVERALL S	100.00	UNIFORM RENTAL	BELEN DIVISION
		52.13	UNIFORM RENTAL	EQUIPMENT REPAIR & TRANS
153750	RAKS BUILDING SUPPLY	4.86	CONSTRUCTION SUPPLIES	SOCORRO DIVISION
153751	RED SHOVEL LLC	843.63	JAN25- LANDSCAPE MAINTENANCE	GENERAL OFFICE
153752	RELEVANT INDUSTRIAL	219.85	PARTS/REPAIRS	ALBUQUERQUE DIVISION
153753	ROBERTS TRUCK CENTER	60.89	FLUIDS/FILTERS	COCHITI DIVISION
		3,051.12	PARTS/REPAIRS	ALBUQUERQUE DIVISION
		331.21	PARTS/REPAIRS	COCHITI DIVISION
153754	SOUTHERN TIRE MART	684.20	PARTS/REPAIRS	BELEN DIVISION
		684.20	PARTS/REPAIRS	WATER DISTRIBUTION DIV
		821.83	TIRE/TIRE REPAIR	COCHITI DIVISION
153755	SOUTHWEST CONSTRUCTION	5,937.07	PARTS/REPAIRS	BELEN DIVISION
153756	TECHNOLOGY INTEGRATION	690.44	FEB25 - DATTO EMAIL SAAS PROTECTION	INFORMATION SYS
		2,245.83	JAN25- DATTO INFINITE CLOUD SERVICE	GENERAL FUND
153757	TIRES TO YOU, LLC.	410.00	TIRE/TIRE REPAIR	EQUIPMENT REPAIR & TRANS
153555	LLC DICTRIDUTEDIC	880.00	TIRE/TIRE REPAIR	SOCORRO DIVISION
153758	U.S. DISTRIBUTING	83.80	PARTS/REPAIRS	ALBUQUERQUE DIVISION
153759	UNIFIRST CORP	140.53	UNIFORM RENTAL	SOCORRO DIVISION
153760	UNITED TRANSMISSIONS	129.15	PARTS/REPAIRS TRACH REMOVAL	ALBUQUERQUE DIVISION
153761	VALLEY SANITATION	26.50	TRASH REMOVAL	BELEN DIVISION
153762	WATER STRATEGIES WILSON CONSTRUCTION	9,000.00	FEB25 - CONSULTING	GENERAL FUND
153763	WILSON CONSTRUCTION 7.4 ENTERDRISES INC.	2,300.00	DAMAGE DEPOSIT REFUND	GENERAL FUND
153764	Z-4 ENTERPRISES INC.	38,613.00	MOWER BATWING	CAPITAL INV FUND BELEN
153765	RAKS BUILDING SUPPLY	43.50	PARTS/REPAIRS	SOCORRO DIVISION

Warrant	Vendor Name	Amount	Description	Location
153766	4 RIVERS EQUIPMENT	336.88	PARTS/REPAIRS	SOCORRO DIVISION
153767	ACOSTA EQUIPMENT INC	223.99	CONSTRUCTION SUPPLIES	SOCORRO DIVISION
153768	ACTION HOSE INC.	383.07	PARTS/REPAIRS	ALBUQUERQUE DIVISION
		247.42	PARTS/REPAIRS	BELEN DIVISION
		10.05	SHOP/WELD SUPPLIES	COCHITI DIVISION
153769	ADVANCE AUTO PARTS	128.38	PARTS/REPAIRS	ALBUQUERQUE DIVISION
		365.98	PARTS/REPAIRS	EQUIPMENT REPAIR & TRANS
153770	ADVANCE AUTO PARTS	130.98	MOTOR CRAFT FILTERS	INVENTORY
153771	AGA NM CHAPTER	230.00	AGA 2025 WINTER SERIES REGISTRATION	ACCOUNTING
		35.00	AGA 2025 WINTER SERIES REGISTRATION	EXEC TEAM
153772	ALBUQUERQUE BOLT	15.00	SHOP/WELD SUPPLIES	EQUIPMENT REPAIR & TRANS
153773	ALBUQUERQUE FREIGHT	52.98	PARTS/REPAIRS	ALBUQUERQUE DIVISION
		201.81	PARTS/REPAIRS	BELEN DIVISION
153774	ALBUQUERQUE GRAVEL P	1,330.00	CONCRETE/SHOTCRETE	ALBUQUERQUE DIVISION
153775	ALBUQUERQUE PUB	78.43	FEB25 - LEGAL AD	PURCHASING
153776	ALL AMERICAN PUMPING	115.00	FEB25- PORTABLE RESTROOM RENTAL	SOCORRO DIVISION
153777	ALL AROUND AUTO	76.25	FLUIDS/FILTERS	SOCORRO DIVISION
		170.00	PARTS/REPAIRS	SOCORRO DIVISION
153778	ALLSTATE HYDRAULICS	895.53	PARTS/REPAIRS	BELEN DIVISION
153779	AMERIGAS PROPANE	111.32	PROPANE	COCHITI DIVISION
153780	AUI INC	2,300.00	DAMAGE DEPOSIT REFUND	GENERAL FUND
153781	BACA'S TREE, INC.	2,300.00	DAMAGE DEPOSIT REFUND	GENERAL FUND
153782	BCBS	10,871.85	DENTAL	GENERAL FUND
153783	BJW VENTURES, LLC	305.00	PARTS/REPAIRS	WATER DISTRIBUTION DIV
153784	BOOT BARN	150.00	FY25- BOOT VOUCHER	WATER DISTRIBUTION DIV
153785	BUSTED STEM	182.97	TIRE/TIRE REPAIR	ALBUQUERQUE DIVISION
153786	CABLECOM LLC	2,300.00	DAMAGE DEPOSIT REFUND	GENERAL FUND
153787	CHACON, MARK	19.94	FEB25 - RETIREE	HUMAN RESOURCES
153788	CINTAS FIRST AID	16.37	FIRST AID SUPPLIES	COCHITI DIVISION
153789	CONSERVANCY OIL CO	4,959.35	OILS	INVENTORY
153790	CONTINENTAL BATTERY	139.74	BATTERIES	WATER DISTRIBUTION DIV
153791	CRAIG INDEPENDENT	236.48	TIRE/TIRE REPAIR	BELEN DIVISION
153792	DESERT GREENS EQUIPMENT	28.00	FREIGHT	ALBUQUERQUE DIVISION
		2,460.85	JD FILTERS	INVENTORY
		1,348.16	PARTS/REPAIRS	ALBUQUERQUE DIVISION
		(124.91)	PARTS/REPAIRS	COCHITI DIVISION
153793	EXPRESS AUTO GLASS	1,100.00	PARTS/REPAIRS	ALBUQUERQUE DIVISION
		350.00	PARTS/REPAIRS	WATER DISTRIBUTION DIV
153794	FHM MATERIAL	25.30	FREIGHT	BELEN DIVISION
		143.23	PARTS/REPAIRS	BELEN DIVISION
153795	FLEETPRIDE	6.89	PARTS/REPAIRS	ALBUQUERQUE DIVISION
153796	GENUINE NAPA	321.01	PARTS/REPAIRS	BELEN DIVISION
		8.49	SHOP/WELD SUPPLIES	BELEN DIVISION
152707	CM PIDE LLC	157.66	SHOP/WELD TOOLS	BELEN DIVISION
153797	GM PIPE, LLC	25,290.41	PIPE - TRIBAL RD 7 CULVERT REPAIR	CAPITAL INV FUND BELEN
153798	GOMEZ, RAY	1,973.90	FEB25 - RETIREE	HUMAN RESOURCES
153799	GPS, LLC	126.92	FLUIDS/FILTERS	SOCORRO DIVISION
152900	CDADICED	96.92	TIRE/TIRE REPAIR	SOCORRO DIVISION
153800	GRAINGER	54.58	SHOP/WELD SUPPLIES DARTS/DEDAIDS	EQUIPMENT REPAIR & TRANS
153801	HACIENDA HOME CENTER	9.28	PARTS/REPAIRS DARTS/REPAIRS	ALBUQUERQUE DIVISION
153802	INLAND KENWORTH INC.	846.75	PARTS/REPAIRS DARTS/DEDAIRS	ALBUQUERQUE DIVISION
152002	IDON HODGE WEI DING	772.80	PARTS/REPAIRS DARTS/DEDAIRS	EQUIPMENT REPAIR & TRANS
153803	IRON HORSE WELDING	3,325.00	PARTS/REPAIRS DARTS/DEDAIRS	COCHITI DIVISION
153804	IRSC	895.00	PARTS/REPAIRS	ALBUQUERQUE DIVISION
153805	JIFFY LUBE	259.72	FLUIDS/FILTERS	COCHITI DIVISION WATER DISTRIBUTION DIV
152007	LEGALSHIELD	70.72 666.35	FLUIDS/FILTERS FEB25	WATER DISTRIBUTION DIV GENERAL FUND
153806 153807	LINDE GAS	529.83	SHOP/WELD SUPPLIES	GENERAL FUND ALBUQUERQUE DIVISION
13360/	LINDE GAS	349.63	SHOL/WEED SUFFEIES	ALBUQUERQUE DIVISION

arrant	Vendor Name	Amount	Description	Location
153808	MONTOYA CREATIVE	2,909.25	CENTENNIAL LOGO DESIGN	ADMINISTRATION
153809	MORA, RUBEN	669.73	FEB25 - RETIREE	HUMAN RESOURCES
153810	NAPA AUTO PARTS	12.90	FLUIDS/FILTERS	COCHITI DIVISION
		442.47	GREASE PUMP	BELEN DIVISION
		205.72	PARTS/REPAIRS	ALBUQUERQUE DIVISION
		16.23	PARTS/REPAIRS	COCHITI DIVISION
		7.09	SHOP/WELD SUPPLIES	EQUIPMENT REPAIR & TRANS
		45.65	SHOP/WELD TOOLS	EQUIPMENT REPAIR & TRANS
		53.26	SHOP/WELD TOOLS	WATER DISTRIBUTION DIV
153811	NEW MEXICO MUTUAL	13,255.00	FEB25 - WORKERS COMP	GENERAL FUND
153812	NEW MEXICO TRACTOR S	170.27	PARTS/REPAIRS	BELEN DIVISION
100012	new memer materials	3.80	SHOP/WELD SUPPLIES	BELEN DIVISION
153813	NM UNDERGROUND	4,600.00	DAMAGE DEPOSIT REFUND	GENERAL FUND
153814	O'REILLY AUTO PARTS	108.29	FLUIDS/FILTERS	SOCORRO DIVISION
10001.	o neder no ro mano	170.99	PARTS/REPAIRS	ALBUQUERQUE DIVISION
		231.12	PARTS/REPAIRS	WATER DISTRIBUTION DIV
		44.98	SHOP/WELD SUPPLIES	SOCORRO DIVISION
153815	ORTEGA'S PROPANE SER	23.93	PARTS/REPAIRS	ALBUQUERQUE DIVISION
133013	OKTEGATS TROTALLE SER	99.38	PROPANE REFILL	ALBUQUERQUE DIVISION
		3,186.00	PROPANE TANKS / HOSES	BELEN DIVISION
		135.41	SHOP/WELD SUPPLIES	BELEN DIVISION
153816	POWER EQUIPMENT	154.23	PARTS/REPAIRS	ALBUQUERQUE DIVISION
153817	PURCELL TIRE COMPANY	608.68	TIRE/TIRE REPAIR	ALBUQUERQUE DIVISION ALBUQUERQUE DIVISION
153817	RAKS BUILDING SUPPLY	8.99	SHOP/WELD SUPPLIES	SOCORRO DIVISION
153819	RANDY'S ACE HARDWARE	17.20	PARTS/REPAIRS	SOCORRO DIVISION
153819				
153820	RELEVANT INDUSTRIAL ROBERTS TRUCK CENTER	297.71 37.10	PARTS/REPAIRS FLUIDS/FILTERS	BELEN DIVISION
133621	ROBERTS TRUCK CENTER	125.00		ALBUQUERQUE DIVISION
			FREIGHT	ALBUQUERQUE DIVISION
		3,535.22	PARTS/REPAIRS	ALBUQUERQUE DIVISION
152022	SOCORRO ELECTRIC	252.63	PARTS/REPAIRS	COCHITI DIVISION SOCORRO DIVISION
153822		139.40	FEB25	
153823	SOPYN, GREG	1,060.00	RODENT MANAGEMENT-GABALDON	BELEN DIVISION
153824	STAPLES ADVANTAGE	7.70	OFFICE SUPPLIES	ACCOUNTING DELEN DIVISION
		116.46	OFFICE SUPPLIES	BELEN DIVISION
		147.82	OFFICE SUPPLIES	GENERAL OFFICE
152025	CLINICHINE DLUMBRIC	562.14	PRINTER INK	INVENTORY
153825	SUNSHINE PLUMBING	2,300.00	DAMAGE DEPOSIT REFUND	GENERAL FUND
153826	TABET LUMBER	40.06	WATER LEAK REPAIRS	BELEN DIVISION
153827	TAS SECURITY SYSTEMS	37.61	FEB25 MONITORING AND ALARM	GENERAL OFFICE
153828	THE PRINTERS PRESS	2,235.00	BOSQUE PERMITS FY25-26	INVENTORY CENERAL FUND
152020	THOMBONICAPPTVIA	430.00	LETTERHEAD EIDET AIDE MITS	GENERAL FUND
153829	THOMPSON SAFETY LLC	1,160.00	FIRST AIDE KITS	INVENTORY DELEN DIVISION
153830	TIRES TO YOU, LLC.	350.00	TIRE/TIRE REPAIR	BELEN DIVISION
153831	ULINE, INC.	54.00	FREIGHT	GENERAL OFFICE
152022	INTIM LIFE DIGUD ANCE	105.00	OFFICE SUPPLIES	GENERAL FUND
153832	UNUM LIFE INSURANCE	1,950.62	MAR25 - LIFE/DISABILITY INS	GENERAL FUND
153833	WAGNER EQUIPMENT CO.	770.20	CAT FILTERS	INVENTORY
		8.91	FREIGHT	BELEN DIVISION
4.50		233.77	PARTS/REPAIRS	BELEN DIVISION
153834	WILSON & COMPANY	9,154.64	CORRALES SIPHON DESIGN	GRANTS FUND ABQ
153835	WIPER SUPPLY INC	2,034.21	TOWELS	INVENTORY

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445.82 HOTEL IRRIGATION WORKSHOP	ACCOUNTING
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115.02 Hotel haddition workshot	SOCORRO DIVISION
2.16 JAN25- ZENDESK CHARGE	INFORMATION SYS
39.96 JAN25-INTERMEDIA ANNUAL	INFORMATION SYS
2,026.04 LAND & WATER SUMMIT 2025 REGISTRA	ATION BOARD OF DIRECTORS
506.51 LAND & WATER SUMMIT 2025 REGISTRA	ATION CONSERVATION/PLANNING
199.11 MESSAGING SYSTEM CONSTANT CONTA	ACT ADMINISTRATION
189.81 OFFICE SUPPLIES	GENERAL OFFICE
408.50 PARTS/REPAIRS	BELEN DIVISION
780.00 REGISTRATION - THINK TREES CONFERE	ENCE ALBUQUERQUE DIVISION
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1,052,608.29 TOTAL PAYROLL	
720,884.03 TOTAL CHECKS/EFT - GENERAL FUND	,
54,631,94 TOTAL CHECKS - DEBT SERVICE FUND	
1,966,937.66 TOTAL CHECKS - GRANTS FUND	,
93,222.16 TOTAL CHECKS - CAPITAL INVESTMEN	NT FUND
\$ 3,888,284.08 GRAND TOTAL	
Pamela S. Fanelli, CMA, CGFM John P. Kelly, Chairman Secretary-Treasurer/CFO MRGCD Board of Directors	

1 MINUTES OF THE 2 SPECIAL MEETING OF THE 3 **BOARD OF DIRECTORS OF THE** 4 MIDDLE RIO GRANDE CONSERVANCY DISTRICT 5 6 FEBRUARY 10, 2025 - 2:00 P.M. 7 89 Directors having been duly notified; Chairman Kelly called the special meeting to order at 2:01 pm. The following Directors and Staff were present: 10 **DIRECTORS STAFF** John P. Kelly, Chairman Chief Engineer/CEO Present Jason Casuga Colin T. Baugh, Vice Chairman Present Lorna Wiggins General Counsel Jeff Wechsler Brian Jiron, Director Present Chief Water Counsel Stephanie Russo Baca, Director Pamela Fanelli Secretary-Treasurer/CFO Present Glen Duggins, Director Absent Eric Zamora Chief Operating Officer Michael T. Sandoval, Director Present Anne Marken Water Distribution Division Mgr. Karen Dunning, Director Present Matt Martinez Water Operations Division Mgr. 11 12 The following names of individuals were interested viewers, callers and/or participants Valerie Moore Barbara Gastian Laura Paskas Patrick Taber, BIA Tarah Jaramillo, MRGCD Estella Gamboa, MRGCD Rebecca Thompson, MRGCD Raquel Dawson, MRGCD Julian Avalos, MRGCD Christine Nardi, MRGCD Doug Strech, MRGCD Casey Ish, MRGCD Josh Gamboa, MRGCD Josh Hind, MRGCD DeAnna Philips, MRGCD 13 14 AGENDA ITEM NO. 1 – PLEDGE OF ALLEGIANCE 15 16 DeAnna Philips led the Pledge of Allegiance at today's meeting. 17 18 Chairman Kelly declared a quorum, and the meeting was publicly noticed. He also noted 19 Director Duggins was not present at this meeting, which was a hybrid meeting. 20 21 AGENDA ITEM NO. 2 – APPROVAL OF THE AGENDA 22 23 No changes were made to the agenda. 24 25 Director Dunning made the MOTION TO APPROVE THE MEETING AGENDA. 26 Seconded by Director Russo Baca. The MOTION CARRIED UNANIMOUSLY. 27 28 AGENDA ITEM NO. 3 - WATER AVAILABILITY REPORT - Anne Marken, Water Operations 29 **Division Manager** 30 31 Anne Marken expressed that the warm temperatures and minimal snowfall this winter have 32 caused water supply levels to be significantly below where they need to be this time of year. 33 She stated that snow accumulation in the mountains over the winter dictates the magnitude and 34 duration of spring runoff and summer low base flows, and when snowpack is low like it is now, 35 they can expect a short and weak runoff season, which may prompt MRGCD to have to release 36 San Juan Chama water early. That is the only storage water they will have available this year. 37 She noted that Rio Grande Compact debt is estimated to be 123,000 acre feet at the end of 38 2024, which will trigger Article 6 restrictions to make it impossible for New Mexico store any 39 water upstream for Middle Valley use, and low storage levels in Elephant Butte and Caballo

Reservoirs have triggered Article 7 restriction, which further prohibit New Mexico from storing

41 water in upstream reservoirs. Ms. Marken shared that snowpack in the basin that supplies that

- 42 San Juan Chama water is currently 56% of median, so MRGCD is unlikely to receive a full
- 43 allocation this year. She added that soil moisture conditions in the basin are poor, which also
- 44 affects runoff efficiency. She explained that once the San Juan Chama water is used and gone,
- 45 MRGCD will not have any additional water to supplement the river without significant rainfall or
- 46 monsoon inflows, which will not be enough water to meet the needs of Middle Valley farmers.
- 47 MRGCD will do its best to distribute available water, but farmers need to prepare for extended
- 48 periods between irrigation deliveries. She shared that the National Weather Service's Seasonal
- 49 Outlook suggest higher than average temperatures and below average precipitation over the
- 50 next several months. MRGCD will start charging the system in two weeks, but they are
- 51 uncertain of how much water will be available for charging the system. She voiced that
- 52 irrigators should prepare for a limited water supply this summer, as without significant rainfall,

53 water shortages are all but guaranteed.

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Director Dunning asked if there would be a problem charging the system in Corrales because the pumps do not work when the river is low.

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Ms. Marken responded that they anticipate having enough water to initially charge Corrales but is it contingent on how much water is in the river.

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Vice Chairman Baugh asked if there were similar years in the past, they could reference for farmers to let them know how to prepare for this season.

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Ms. Marken stated that water supply conditions are very similar to 2018, but they had a lot of storage in 2018 to manage as opposed to now.

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Mr. Casuga added that comparing 2018 to the last few years is a good example of seeing how important and beneficial storing is, which is why they are talking about how important the Rio Grande Compact is. He suggested putting up a map of that at the next board meeting to show the comparison to this year.

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Vice Chairman Baugh suggested giving also a tentative end date to give planning awareness.

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Mr. Casuga responded that they could talk to their PIO and maybe propose something, but he is fearful because they have tried to do that in the past, and the valley took that as MRGCD turning the system off.

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Director Sandoval inquired if the pumping equipment in Corrales is in working condition.

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Ms. Marken said they serviced pumps last week and she believes they will be ready on the 24th.

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Chairman Kelly asked for the status of the P&P storage.

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Ms. Marken responded that BOR is storing P&P water in El Vado right now, but they are still waiting for the Corps to sign off on the agreement between the Utility Authority, the District, and BOR to store water in Abiquiu. She expressed that once that is signed, she believes they will be able to start storing water in Abiguiu.

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Chairman Kelly asked how much has been stored.

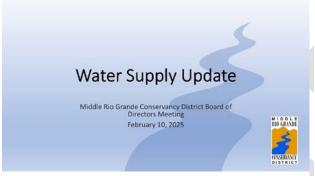
Ms. Marken responded that she thinks several thousand acre feet, but she will update them with the specific value before the next meeting.

Chairman Kelly stated he has heard they are expected to have a good monsoon season.

Ms. Marken said she had not heard that, but monsoon seasons are not understood as well as other weather patterns and she takes those forecasts with a grain of salt, but she is optimistic about monsoon season.

Mr. Casuga asked Ms. Marken when the first calculation of P&P water volume will come out.

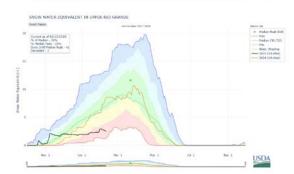
Ms. Marken responded that they estimate what needs to be stored based on the forecast, but the final volume is based on the May 1 forecast, so they will not know the total volume to be stored until then.



Since Water Equivalent

Price NMCS 1919-2020 Median

Price NMCS 1919-2020









AGENDA ITEM NO. 4 - MRGCD RECOMMENDATIONS ON WATER SERVICE CHARGE AND WATER BANK LEASE RATES AND FEES - Jason M. Casuga, CE/CEO and Pam Fanelli, CFO

Mr. Casuga explained that staff recommend the water service charge be increased to \$59.25 per acre/per year. Staff are not recommending that the administrative fee change or a change in the lease rate.

Chairman Kelly expressed that they have increasing costs, including the completion of two union contracts that increased labor costs and inflation on things like fuel, heavy equipment, and concrete. He said they do not have the ability to increase the mill levy, and the water service charge is their only available option. He noted that the water service charge does not cover the entire cost of the ISOs within their budget. As a member of the Finance Committee, he concurred with the staff's recommendation.

Director Dunning added that the federal spigot eventually is going to be turned off, so their ability to get other sources is going to be much less in the future.

Director Russo Baca explained that she was initially concerned with the increase, but the budget would have to be cut from somewhere else and it is important that they do not cut the equipment budget, so their workers have proper and good work equipment. She stated that as someone who pays ad valorem and the water service charge, she believes this is a fair increase for what they are getting for the ISOs and to continue equipment purchases.

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

Valerie Moore

Ms. Moore, a former MRGCD director, expressed that she understood why they are raising the fees, but hoped that they would consider that if they keep raising it and raising it, it will push people to sell their farms, and if they start taking out all that acreage, it will affect the Compact. She said they must try to keep farmers farming their land in every way they can. She appreciated that they are going back to a five-day workday. She voiced that MRGCD needs to be transparent in letting irrigators and farmers know what is going on and the reasons for the things they are doing. She suggested doing that by sending out it out on a sheet in the water service bill or sending out a mass e-mail. Ms. Moore added that it would also keep them from getting a lot of blowback if people know what is going on.

Ms. Fanelli responded that the new service charge rate would not be due until December 10, 2025, so they have time to get the word out.

Chairman Kelly added that they did outreach with that sort of thing last year with the irrigator meetings and they plan on doing that again this season.

Ms. Moore expressed herself that she was not even aware that those meetings were happening, so she needs to add her email so she can know about those things.

AGENDA ITEM NO. 6 - CONSIDERATION/APPROVAL OF RESOLUTION M-02-10-25-217 FOR THE ADOPTION OF WATER BANK AND ALTERNATE CURTAILMENT LOCATION FOR THE 2025 IRRIGATION SEASON

Chairman Kelly asked Mr. Casuga to discuss the alternative curtailment lands.

Mr. Casuga explained that alternate curtailment allows a person who owns multiple pieces of property to choose to dry on property and move water to another property, but it is not a

standalone policy. He said staff are drawing up a draft policy for alternate curtailment in the future to separate that from the water bank and make it clearer. He added that he can meet with the Irrigation Committee towards the end of the irrigation season so it can be reviewed by the Board and properly advertised, but it will not be finished before the start of the irrigation season.

Director Dunning asked what year the water bank was shut.

Mr. Casuga responded 2020. He expressed that the water bank is closed for leasing water, but the alternate curtail portion of the water bank contract is still available, so that is why they want to separate it.

AGENDA ITEM NO. 7 - CONSIDERATION/APPROVAL OF RESOLUTION M-02-10-25-216 FOR THE ADOPTION OF WATER SERVICE CONTRACT RATES FOR THE 2025 IRRIGATION SEASON

Director Jiron discussed the water service charge and said he wants to advocate and be a voice for farmers. He said he understood that going up on the charge is hard for farmers, but it is needed, as they must weigh the good and the bad. He added that it is a tough decision, but they must get water down to all the farmers, keep production, and keep moving.

Director Baugh commented that all the meetings they have been having with their constituents have been pleasantly surprising. He said they stand there and take all the hard questions and Mr. Casuga, and his staff do a fabulous job. He shared that following the Socorro Irrigators Meeting, one of the farmers voiced that they understood the charge and that water is the cheapest thing on their farm compared to everything else. He stated that he thinks they are getting a better understanding of where money is brought into the District and where it goes, and he is happy to be a part of something that seems to be correcting itself and heading in the right direction.

Director Dunning made the MOTION TO APPROVE THE ADOPTION OF THE WATER SERVICE CHARGE RATE PER ACRE FOR THE 2025 IRRIGATION SEASON TO \$59.25 PER ACRE PER YEAR AND THE ADOPTION OF THE WATER BANK AND ALTERNATIVE CURTAILMENT LOCATION FOR THE 2025 IRRIGATION SEASON. Seconded by Vice Chairman Baugh. The MOTION CARRIED UNANIMOUSLY.

The chair requested a motion to go into the closed session at 2:40 pm.

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

Chairman Kelly	Yes	Vice Chairman Baugh	Yes
Director Sandoval	Yes	Director Dunning	Yes
Director Russo Baca	Yes	Director Jiron	Yes

AGENDA ITEM NO. 8 - EXECUTIVE SESSION

a. NMSA 1978 Open Meetings Act, Section 10-15-1(H)21. ISO Collaborative Bargaining Agreement

The chair requested a motion to go back into the regular session at 2:57 pm.

215 216 217 218	Director Russo Baca made the MOTION TO GO INTO EXECUTIVE SESSION. Seconded by Director Dunning. Rollcall vote was administered with all members voting yes. The MOTION CARRIED .						
	Chairman Kelly	Yes	Vice Chairman Baugh	Yes			
	Director Sandoval	Yes	Director Dunning	Yes			
	Director Russo Baca	Yes	Director Jiron	Yes			
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220	With no further comments, ques	stions, or cond	erns, Chairman Kelly adjourned the m	neeting at 2:58			
221	pm.						
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223	Approved to be the correct Minu	utes of the Bo	ard of Directors of February 10, 2025				
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225							
226	ATTESTED:						
227							
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229		-					
230	Pamela Fanelli, CMA, CGFM		ohn P. Kelly, Chairman				
231	Secretary-Treasurer/CFO	M	RGCD Board of Directors				

1 MINUTES OF THE 2 2,220th REGULAR MEETING OF THE 3 **BOARD OF DIRECTORS OF THE** 4 MIDDLE RIO GRANDE CONSERVANCY DISTRICT 5 6 FEBRUARY 10, 2025 - 3:00 PM 7 89 Directors having been duly notified; Chairman Kelly called the regular meeting to order at 3:08 pm. The following Directors and Staff were present: 10 **DIRECTORS** STAFF John P. Kelly, Chairman Jason Casuga Chief Engineer/CEO Present Colin T. Baugh, Vice Chairman Present Lorna Wiggins General Counsel Jeff Wechsler Brian Jiron, Director Present Chief Water Counsel Stephanie Russo Baca, Director Present Pamela Fanelli Secretary-Treasurer/CFO **Chief Operating Officer** Glen Duggins, Director Eric Zamora Present Micheal T. Sandoval, Director Anne Marken Water Distribution Division Mgr. Present Karen Dunning, Director Water Operations Division Mgr. Present Matt Martinez 11 12 The following names of individuals were interested viewers, callers and/or participants 13 Vincent Sanchez Jeri Miller Rudy Perea David Montoya Julian Avalos, MRGCD Derek Jarner, MRGCD Tarah Jaramillo, MRGCD Angel Madera, MRGCD Amanda Molina, MRGCD Angelina Jimenez, MRGCD Elaine Hebard Santiago Maestas Bethany Abrahamson John Thompson, MRGCD Raquel Dawson, MRGCD Rochelle Times. MRGCD Mike Padilla, MRGCD Estella Gamboa, MRGCD Christine Nardi, MRGCD Mark Sanchez Amelia Barrow, MRGCD Josh Hind, MRGCD Scott Edeal 14 15 AGENDA ITEM NO. 1 – PLEDGE OF ALLEGIANCE 16 17 Vice Chairman Baugh led the Pledge of Allegiance at today's meeting. 18 19 Chairman Kelly declared a quorum, and the meeting was publicly noticed. This meeting was a 20 hybrid meeting. Rollcall votes will no longer be necessary for regular motions. 21 22 **AGENDA ITEM NO.2 - APPROVAL OF THE AGENDA** 23 24 Mr. Casuga added 11(f) to discuss reconstituting the Election Committee. Chairman Kelly made 25 a change to Item 13(h), stating that he was not at the Legislative committee Meeting, and added 26 Vice Chairman Baugh. 27 28 Director Dunning made the MOTION TO APPROVE THE MEETING AGENDA WITH 29 THE ABOVE CHANGES. Seconded by Director Russo Baca The MOTION CARRIED 30 UNANIMOUSLY. 31 32 AGENDA ITEM NO. 3 - CONSENT AGENDA 33 34 a. Consideration/Approval of Payment Ratification – February 10, 2025 35 b. Consideration/Approval of January 2025 Invoice for Wiggins, Williams & Wiggins 36 c. Consideration/Approval of January 2025 Invoices for Spencer Fane LLP

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- d. Consideration/Approval of the Minutes for the Regular Board Meeting January 13, 2025
- e. Memo on MRGCD Approved Licenses for January 2025 (For Informational Purposes Only)

Vice Chairman Baugh made the MOTION TO APPROVE THE CONSENT AGENDA. Seconded by Director Dunning. The MOTION CARRIED UNANIMOUSLY.

AGENDA ITEM NO. 4 - CONSIDERATION/APPROVAL OF THE COLLECTIVE BARGAINING AGREEMENT WITH AFSCME - Lorna M. Wiggins, General Counsel, Jason M. Casuga. CE/CEO, Christine Nardi, HR Director, Eric Zamora, COO and Pam Fanelli, CFO

Chairman Kelly voiced that they had a successful negotiation with AFSCME (American

Federation of State. County and Municipal Employees) for ISOs. He discussed major elements of the negotiation, including ISOs still working 24/7 throughout the irrigation season but will be off during the offseason. They will continue to be paid on a 12 month basis, but will no longer accrue annual leave. The agreement states that an ISO must return an emergency phone call within 15 minutes, and there are two windows in the day when people can call for scheduling. He said they also have a tiered system where ISOs can take an exam and move up to an ISO II level.

Director Dunning added that they can now bid for four two-day weekends to give them an opportunity to bid on a couple days off.

Director Duggins shared that he thought this was a good idea and thinks it will help them attract the right type of person to the job. He pointed out that they have policies that collide with each other, as they say they are 24/7, but have set hours and no contact on Sundays. He said that is not reality, but is policy, so it seems they are talk in both directions. He also felt that when ISOs are moved around, there is a big cost to the farmers, as well.

Ms. Wiggins discussed the provision in Article 33, which states they contractually agree that the ISO shall be available 24 hours a day, seven days a week. She said there are efficiencies and carved out time for communications built into the work schedule between ISO and irrigators, but that did not mean work duties are limited to those windows of communication. She added that they have addressed some of those contractual issues and it will provide more clarity for ISOs, their supervisors, and constituents.

Director Duggins commented that out in the real world it doesn't work like that. He said when they need the ditch rider, they call them no matter the day or time and they answer.

Chairman Kelly shared that this is a two-year contract so they will have time to work out any kinks as they go along.

Director Russo Baca made the MOTION TO APPROVE THE COLLECTIVE BARGAINING AGREEMENT WITH AFSCME. Seconded by Vice Chairman Baugh. The MOTION CARRIED UNANIMOUSLY.

AGENDA ITEM NO. 5- REPORT ON THE NEW MEXICO LEGISLATURE - John Thompson, MRGCD Lobbyist

Mr. Thompson gave a report on the New Mexico Legislature. He stated the last day to introduce legislation is February 20th. This year, they have seen a lot of education, public safety, and public health bills advance, and there are four bills on the House floor calendar right now. He noted MRGCD's Centennial certificate will be read on the House floor tomorrow and anyone who wants to attend is welcome. He expressed that House Bill 308, which removes MRGCD from the Local Elections Act, was introduced last week, and he expects to see it in House government this week. He then discussed capital projects. Mr. Thompson stated they have gone well, and as of right now, the amounts that respective members, senators, and representatives will get have not been determined, but they have gotten good feedback on the projects. He thanked everyone who advocated for the projects. He talked about the water policy bills, stating Senate Bill 21 and Senate Bill 22 will be heard in Senate Judiciary today. He noted that there was an amendment on Senate Bill 22 to exclude irrigation, return flows, and farming activity from the water quality and pollutions legislation. He said that Senate Bill 7, regarding storm water service as a municipal utility, passed and has moved to the second Senate Hearing in Senate Tax and Business. Mr. Thompson expressed that the budget is still being sorted out, but he hopes to see funds relative to the newly created federal matching fund from last year. Executive recommended \$100 million and LFC Budget requested \$75 million. He added that he believes they will see a large injection into the Water Trust Fund, and shared that Senator Sanchez will be introducing bill soon to dedicate \$5 million to the MRGCD without county restriction for fire mitigation projects.

AGENDA ITEM NO. 6 - DISCUSSION/APPROVAL OF THE ELECTION BILL RESOLUTION M-02-10-25-219 - Jason M. Casuga, CE/CEO

Mr. Casuga discussed and explained House Bill 308, which is to remove MRGCD from the Local Elections Act and allow MRGCD to continue administering their own elections. He stated that they have proposed a draft resolution to make MRGCD's intentions clear about the rule making process that MRGCD will go through if the bill is passed. He then read the resolution to the board. He pointed out that since this is a draft, edits can be made if needed.

Director Dunning voiced that one of the problems in the past was that if your property was put in an LLC or in a trust they were not allowed to vote, and this bill still does not cure that, but believes it would allow the Board to come up with a process that will cure that problem.

Ms. Wiggins explained that trusts can vote, but LLCs, DBAs, and Corps cannot, but they believe that the ability for MRGCD to enter a rule making process would allow them to correct that.

Director Russo Baca made the **MOTION TO APPROVE RESOLUTION M-02-10-25-219**. Seconded by Director Duggins. The **MOTION CARRIED UNANIMOUSLY**.

AGENDA ITEM NO. 7- REPORT(S) FROM THE WATER OPERATIONS AND DISTRIBUTION DIVISIONS

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

Anne Marken gave a report on water supply conditions. She expressed that the warm temperatures and minimal snowfall this winter have caused water supply levels to be significantly below where they need to be this time of year. She stated that snow accumulation in the mountains over the winter dictates the magnitude and duration of spring runoff and summer low base flows, and when snowpack is low like it is now, they can expect a short and weak runoff season, which may prompt MRGCD to have to release San Juan Chama water early. That is the only storage water they will have available this year. She noted that Rio Grande Compact debt is estimated to be 123,000 acre feet at the end of 2024, which will trigger Article 6 restrictions to make it impossible for New Mexico store any

water upstream for Middle Valley use, and low storage levels in Elephant Butte and Caballo Reservoirs have triggered Article 7 restriction, which further prohibit New Mexico from storing water in upstream reservoirs. Ms. Marken shared that snowpack in the basin that supplies that San Juan Chama water is currently 56% of median, so MRGCD is unlikely to receive a full allocation this year. She added that soil moisture conditions in the basin are poor, which also affects runoff efficiency. She explained that once the San Juan Chama water is used and gone, MRGCD will not have any additional water to supplement the river without significant rainfall or monsoon inflows, which will not be enough water to meet the needs of Middle Valley farmers. MRGCD will do its best to distribute available water, but farmers need to prepare for extended periods between irrigation deliveries. She shared that the National Weather Service's Seasonal Outlook suggest higher than average temperatures and below average precipitation over the next several months. MRGCD will start charging the system in two weeks, but they are uncertain of how much water will be available for charging the system. She voiced that irrigators should prepare for a limited water supply this summer, as without significant rainfall, water shortages are all but guaranteed.

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She highlighted some of the offseason work that field staff has been doing this winter, including a Langemann gate on the Cochiti Main Canal. She also gave a repones to a question asked earlier in the Special Meeting regarding the volume of water stored for prior and paramount in El Vado, which was 2,120 are feet, as of the 5th.

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Director Duggins commented that they still have three months that it can snow more and he is choosing to stay positive and keep planting. He noted that it is a gamble every year and they have no idea what monsoons or showers are coming. He added that they have always made it and will continue to do so. He then asked what percentage of snowpack they are at.

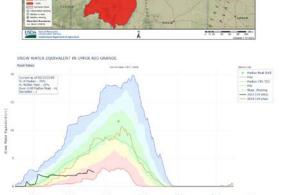
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Ms. Marken answered less than 50%.

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February 9, 2025, end of day

| SHOW WATER EQUIVALENT IN RIO GRANDE HEADWATERS | Service Service (SM) | Service

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

Mr. Martinez gave a report on water distribution. He stated that they are two weeks away from the start of the 2025 irrigation season, and they will begin charging the irrigation system on February 24th. He explained that the pace in which they bring up the system will depend on many factors, including river flow, weather, canal conditions, availability of equipment, and personnel limitations. He noted that they have been coordinating with the Pueblos to understand their prior and paramount needs, and said an early start will help meet any early season Pueblo demands and address infrastructure setbacks. He voiced that the goal is to begin irrigation deliveries by mid-March, with some areas receiving water sooner. He stated that farmers with winter crops and pastures in the south are likely to have the earliest needs for water and the northern part of the District are expected to be intaking water likely in late March to early April. He expressed that water users should begin contacting their ISOs in early March to assess water availability, discuss farming plans, and place water orders as needed. Mr. Martinez expressed that advanced notice is important for planning efficient schedules and rotational scheduling ensures limited water supplies are shared equitably, and water users should not expect to receive water immediately upon request with a recommended minimum of 5 days' notice. He added that it is essential that water users be available to irrigate day or night, seven days a week, and ISOs will be available from 7 a.m. to 11 a.m. and 4 p.m. to 6 p.m., Monday through Saturday, for scheduling water and 24 hours a day for emergencies. He noted that if there are any communication issues with ISOs, users can contact their supervisor or him. He shared that they have one ISO vacancy in Belen in zone BO8 and are working on a solution to cover that area. Mr. Martinez talked about two improvements underway at the Corrales pumping station, including redesigning intake strainers and a third pump to be rented and available soon as a standby unit. He assured that if rotational scheduling becomes necessary, they will provide as much advanced notice as possible through ISOs. updates on the websites, and social media. He remains hopeful that storms will improve water availability through either snow or monsoons, but regardless, the water distribution team will remain dedicated to providing the best service possible. Mr. Martinez informed that the process of scheduling and the delivery process always begins with a water order to know when someone needs water, as that should help open up lines of communication.

AGENDA ITEM NO. 8 - ITEMS FROM THE FLOOR (Comments are limited to three (3) minutes)

Bethany Abrahamson

Ms. Abrahamson, agriculture agent for Sandoval County Cooperative Extension, introduced herself to the Board and explained that the Cooperative Extension is part of the New Mexico State University, which provides research based education in agricultural topics.

Santiago Maestas

Mr. Maestas thanked the Board for the improvements they made on the Pajarito Acequia, which included removing curves and several cottonwoods that had been dropping branches and blocking the right-of-way. He expressed that he hoped the District was able to use the \$60,000 capital outlay funds that were appropriated for that purpose. He also thanked Enrique Lamadrid, a member and commissioner of the Conservation Committee on the Pueblo Acequia, for lobbying funds for Valle Vista last year and Senator O'Neill for the \$75,000 that was appropriated. He assured the Board that both the South Valley Regional Association and Pueblo Acequia will support the District's request for funding for the Valle Vista Acequia education program. He asked if the elections in November will still be done, along with the elections for other offices. He noted that would assure more participation by eligible voters.

Mr. Casuga responded that the Secretary of State's Office did not want their election to take place in the same month as the general election, so MRGCD's elections will be in October instead.

Elaine Hebard

Ms. Hebard agreed that it would be better if voters were able to vote for board members at the same time, as it should not be very hard to print out two ballots. She also discussed that MRGCD is showing that it is taking the depletion reductions seriously. She encouraged the Board and staff to participate in region wide efforts to reduce over-consumption outside of agency silos, including MRCOG's Water Resource Board and the Rio Grande Basin Study, as those efforts give a chance of keeping the river flowing and satisfying Compact requirements.

Dave Montoya

Mr. Montoya attended on behalf of the Village to thank the Board for help on the extension of the Old Chamisal. He said their first meeting with the new mayor is next week and they hope to get a resolution out by the end of the month. He asked if MRGCD was doing anything to encourage more of a protection or special status like landowners currently have. He also asked if someone could speak on that subject with the legislature to encourage some special status so they can get some of the same support as landowners.

Vincent Sanchez

Mr. Sanchez, resident of the Village of Los Ranchos, recognized people that have helped him in communication and his journey this past year, including Mr. Zamora, Mr. Martinez, Mr. Ish, and Mr. Jarner. He explained that he has a private ditch that is platted and a prescriptive easement, but he has two neighbors that have fenced across the ditch and put in a drainage pipe. He said part of the problem is that his prescriptive easement has been blocked, but he has had little support from the Village. He expressed that MRGCD's prescriptive easement has also been blocked, because one of the fences was put up without a permit. He also asked if dumping concrete washout in the ditch would be considered polluting into the ditches.

Mr. Casuga stated that if it is an MRGCD facility, dumping there would be illegal, but if it were a private ditch, they would not have an opinion.

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Chairman Kelly expressed that he would speak to Mr. Zamora about this issue, and they will contact him on what they can or cannot do.

AGENDA ITEM NO.9 - REPORT(S) FROM THE SECRETARY-TREASURER/CFO - Pamela Fanelli, CMA, CGFM

a. Update on Investment Portfolio - Pam Fanelli, CFO

Ms. Fanelli gave an update on the Investment Portfolio. She stated that the Finance Committee met with the financial advisors on January 28th, and they presented the results of the second quarter investments. She said year to date, the District has \$8.6 million of endowment funds invested in their emergency funds, \$6.2 million in the LGIP General Fund, the Districted received their first portion of the ad valorem, 3.2 million invested in U.S. Bank, which is a portion of General Fund Reserves and interest used for General Fund expenditures, and year to date they have earned \$378,000 in interest received and accrued.

b. Consideration/Approval of Disposal of Obsolete Items Resolution M-02-10-25-218

Ms. Fanelli presented on the resolution for the disposal of obsolete inventory items, as these items belong to a crane that MRGCD no longer owns. The total is \$2,673.38, and the District will to sell the items before having to dispose of them.

Vice Chairman Baugh made the MOTION TO APPROVE RESOLUTION M-02-10-25-218. Seconded by Director Dunning. The MOTION CARRIED UNANIMOUSLY.

Chairman Kelly noted that Directors Russo Baca and Duggins were temporarily out of the room for the vote.

c. Report on the Finance Committee Meeting, January 28, 2025 - Director Russo Baca

Director Russo Baca prepared a written report for this item.

Director Dunning made the MOTION TO THE REPORT ON THE FINANCE COMMITTEE MEETING. Seconded by Vice Chairman Baugh. The MOTION CARRIED UNANIMOUSLY.

AGENDA ITEM NO. 10 - REPORT(S) FROM THE CHIEF OPERATIONS OFFICER - Eric Zamora, PE

a. Off Season Maintenance and Capital Infrastructure Updates

Angelia Jimenez, Engineer I, provided updates on projects, including the Bosque Lateral No. 1 Wasteway and the Las Cercas Pilot Project with Rubicon Gates. The Bosque Lateral No. 1 Wasteway is located in Bernalillo and Santa Ana Pueblo, with the first part of the project was completed by their on-call contractor for \$312, 776, and the second part expected to be completed by Cochiti Division. She displayed the new weir structure and work completed at the outlet section of the new wasteway inside the Atrisco Feeder. She stated that they will be creating the new wastewater section that will tie into the inlet and outlet concrete sections, with some bank grading along the Bosque Lateral No. 1. The Las Cercas Pilot Project with Rubicon Gates project is located in Los Lunas, and

includes improvements on the check structure in the channel and modification of the Las Cercas Heading, including gate installations, for a total of \$108, 920. She displayed some of the work that has been done on the project. Angel Madera, Engineer I, discussed they will be doing another project that include Rubicon Gates for the Parallel Wastewater Project in Belen. The project consists of pouring a new concrete wall and installation of two Rubicon slip meter gates. He stated that the project is complete and the gates cost \$74, 280. He then discussed the Socorro Main Canal Lining Phase 2, which involves lining with Concrete Canvas. They have currently spent \$2,715,852 on the project and are 80% complete. He displayed some of

Mr. Casuga noted that the Low Flow Conveyance Channel Project extends until July, so O&M work is not confined by the start of irrigation season.

the work they have done on the project. Mr. Madera gave an update on the Low Flow

Channel Maintenance Project, which is focused on clearing and dredging the Low Flow

Conveyance Channel, totaling \$4,957,030. He stated that \$992,000 has been spent to

Director Duggins asked if they could use the minnow gate to sluice the sand out and help sediment.

Mr. Casuga responded that under normal operations, before monsoon season, they do use those gates to sluice, but it is hard to keep up with it if it rains. '

Director Duggins expressed that it gets so thick that they cannot use the water.

Mr. Casuga agreed and stated that they are looking into being able to mechanize and create atomization across the rest of the gate so the mill would not be needed anymore with some of their infrastructure, but they cannot do that until after Bureau of Reclamation finished their Fish Passage Project.

Director Duggins asked if the new lining keeps silt from building up at the bottom of it.

Mr. Casuga answered that sediment will continue to build, as it is just the nature of the ditch. He added that every concrete ditch will likely have sediment, but they expect that we will see a reduction.

Chairman Kelly commented that all the sediment is going to end up in the farm field instead of the ditch.

Mr. Casuga responded that it will allow them to move water more rapidly from north to south in changing conditions.

Mr. Madera then discussed the Belen Highline Canal Overflow Structure, totaling \$1,561,875, with \$293,514 being spent so far with 40% of the project complete. He stated that they are currently pouring the channel line section of the overflow and are on track to finish that section prior to the start of irrigation season.

Director Dunning voiced that she thought there was another pilot project to install the Rubicon Gates, so why are the Rubicon Gates they are installing here called a pilot project.

date and it is 20% complete.

Mr. Casuga explained that the pilot project at Las Cercas is flume gates, which sit and tip, so they are a little different from the undershot gates. He adding that three of the gates will be communicating together using Rubicon software.

Chairman Kelly asked if they were going to dig out the section of ditch to complete the project on the Bernalillo Wasteway and if they have a disposal site for all that material.

Mr. Zamora answered yes, and they do have a disposal site less than a mile away, but if they Pueblos want the material, they can choose their own stockpile location and they will haul it there.

Chairman Kelly asked what the contractor was doing with all the woody debris.

Mr. Zamora responded that they have several stockpile locations identified that the Socorro Division generally uses, so it is being hauled there and burned.

Mr. Zamora then gave a presentation on Division O&M updates. He stated that in Cochiti Division, the Monica Heading Project was requested by San Felipe Pueblo to provide better control of the gate at the Monica Lateral. He explained that the V-Notch Weir was completed last week and hydrology will be out there to take measurements, so they will be able to coordinate it and develop it. He expressed that they may not get to this one this year, but they will continue to pursue it in the future. He said the Sile Main Canal new check was requested for a new pipeline system, and noted it is a temporary check that was installed last year, and they are currently doing modifications rather than taking it down and building a new one, as it will still provide years of service.

In the Albuquerque Division, there is a new heading at the Bosque Lateral No. 2. He explained that the wooden backboards rotted out last year and they did a quick fix to get through the season, so now they installed a new heading with a new pipe outlet, and will be installing the new gate in the next week or so. He noted it will be ready for irrigation season at the end of the month. The Riverside Drain project has been put off until later in March due to it being an area they can do work on during the irrigation season, which is on a drain right behind the Bosque School. Mr. Zamora expressed that they have been coordinating with Chief Martinez on the Corrales Pedestrian Bridge Project, and they have agreed that it is a seasonal project that can be done in March. They will start pouring the footings and working with the crane contractor to set the bridge after they run water. He discussed that San Mateo Drain, which needs a lot of work and crews have been working on vegetation removal. He noted that they are making improvements in reducing fire risk and are starting to see the drain. He then spoke about the downed cottonwood along the Corrales Drain near the Corrales Heading by the pumps.

In the Belen Division, the big project this year was re-dredging and reshaping the Highline Canal from Dump Road down to Feeder 3, that they finished last week, except for a little clean up and removal. He briefly covered the overflow structure, stating that they are about halfway done shooting that with concrete.

Chairman Kelly asked if they opened any blow sand pockets or if they still had a tight clay bottom there.

Mr. Zamora responded that they are going to slowly run this section of the ditch to identify that. He stated that the material turned out to be good overall, so he thinks they

will be okay, but they may do a preliminary run by wetting the ditch, letting it set for a little bit, and then come back to rerun it.

Mr. Casuga added that they had Proctor tests of the material they dredged out per their agreement in the settlement, and it passed. He said that they found in their profiles that they were not actually cutting very deep if at all. He added that most of the dredging was to widen it and there were very few sections where they took out a significant amount of buildup of silt.

Chairman Kelly inquired what their restrictions were and if they had to have a certain number.

Mr. Casuga responded that he was told that they followed up, BHI completed the testing of the material and it was found to be adequate to serve.

Mr. Zamora expressed that they do have bank build up left on the project and will be finishing up with some of the east bank building up. He said they have a lot of bank work to do that can be done during the season. He briefly spoke about the Wasteway Project and the installation of the Rubicon Gates. They partnered with the Town of Peralta for the Algodones Road Crossing Project. He explained that it was a crossing that was not licensed and a one way in, one way out facility that provides access for about 40 to 50 homes and is a school bus route. He said they bought the materials and MRGCD performed the work. MRGCD completed their portion, so the culvert installation is complete and the Town of Peralta is now placing a concrete cap and head walls on the inlet and outlet of the pipe. In Socorro Division, they had the check rehab project that had erosion at the outlet, so they installed a new turnout and concrete lined the outlet and inlet of the structure. They did extensive rehab on the Socorro Main Canal, where they did a great job reshaping and building up. He noted that they still have a few low areas they need to address on the Main Canal. He also thanked ER&T for their help on the project. Mr. Zamora voiced that their rubber-tired excavators and back hoes will be ready to run water.

Director Jiron commented that they ditch over by Mechenbier (ph) looks really good. He asked what the dredging and reshaping does to the CFS going down there.

Mr. Casuga responded that the cap that they have of 90 CFS will not change. He said they are confined by the structure at the end of Feeder 3 when it is all the way down, so the intention of the emergency overflows is for emergencies only. He explained this is the reason the pump station long term is needed in the hopes that Valencia County one day has their own flood control up and running.

Director Jiron inquired if the Pueblo asked them to dredge in front of the turnouts at Peralta Main again.

Mr. Zamora answered that they have not had any specific conversations but they will follow up to make sure. He shared that they have encountered an issue with the Tribal Road 7 Crossing at Peralta Wasteway. They expected the special order pipe to be delivered two weeks ago, but they plant that was manufacturing it had broken down, so it will now be manufactured by Sacramento. He said the late delivery may cause them to have to re-plan water deliveries. He noted that they inspected the pipe with pueblo staff, road department staff, the lieutenant governor, and Clint, and they believe they are safe to keep the pipe there for one more season.

Amount Spent to Date: \$992,008.44 20% Complete

468 Construction Update
2024-2025 Offseason Projects
February 10, 2025 Overview Presented by: Engineering Department 469 Bosque Lateral No. 1 Wasteway Project Amount: \$312,776.37 Spent to Date: \$312,776.37 80% Completed 470 Las Cercas Pilot Project (Rubicon Gates)
Project Amount: \$ 108,920.50
100% Completed 471 Socorro Main Canal Channel Lining Project Phase 2 Project Amount: \$6,044,913.13 Amount Spent to Date: \$2,715,852.07 80% Complete 472 Low Flow Conveyance Channel Maintenance Project Amount: \$4,957,030.00

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Minutes of Middle Rio Grande Conservancy Regular Board Meeting February 10, 2025





Belen Highline Canal Overflow Structure Project Amount: \$1,561,875.40 Amount Spent to Date: \$293,514.42 40% Complete

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

- a. Report on the Farmers/Irrigators' Information Meetings:
 - 1. Socorro County, January 16, 2025 Jason M. Casuga, CE/CEO, Eric Zamora, COO, Amanda Molina, PIO, Chairman Kelly, Directors Duggins and Russo Baca

Mr. Casuga reported on the Farmers/Irrigators Information Meeting for Socorro County. He said he came back resolved that they are doing the right thing and said it is okay for the public to see that the Board does not always agree on items. He believes that these meetings are the right forum outside of the board meeting to be very transparent on things and what they are working on.

 Sandoval County, January 30, 2025 - Jason M. Casuga, CE/CEO, Eric Zamora, COO, Amanda Molina, PIO, Casey Ish, Conservation Program Manager, Chairman Kelly and Director Baugh

Mr. Casuga reported on the Farmers/Irrigators Information Meeting for Sandoval County. He said they had some good questions. He explained that sometimes they got and have a little bit of information to give and other times it is just Q&A only. He voiced that Ms. Molina is adding a lot to the Q&A sessions and reminded everyone that every time they have one of these meetings, they update the frequently asked questions on the website.

b. Report on the Annual Irrigation Leaders Workshop, January 21-23, 2025 - Derek Jarner, Albuquerque Division Manager, Julian Avalos, Socorro Division Manager and Tarah Jaramillo, Executive Assistant/Records & IPRA Specialist

Tarah Jaramillo was honored to be invited to attend the 12th Annual Irrigation Leaders Workshop, the topic was efficiency. She participated on the panel with other executive assistants from Columbia Basin, South Columbia Basin, and Elephant Butte Irrigation Districts. She explained that they were asked about their backgrounds, roles, responsibilities, daily routines, and other questions form the audience. She learned that MRGCD has the highest number of employees out of all the panelists and executive team, and both panelists and attendees were intrigued that MRGCD has a board liaison and executive assistant who both have two job titles (GIS Tech II/Board Liaison and Executive Assistant/Records & IPRA Specialist).

Director Russo Baca thanked Ms. Jaramillo for representing them well.





Derek Jarner discussed some key takeaways, good ideas, and thoughts about the meeting. He said there was a diverse group of irrigation districts and ideas that were shared, but one main idea that came to him are the individual challenges that they face. He stated that he shared challenges about access, walking ditches, vegetation, the different constituents that sue the canals that aren't irrigators, and how to integrate their needs, wants, and desires in with the necessities that they have to follow with the ditches. He added that moving away from the larger pastures and irrigated areas to more of an urbanized area is a unique challenge that MRGCD faces that most others irrigation districts do not, with encampments and challenges with bikers and walkers. He voiced that his main takeaway was the uniformity that exists in a lot of other irrigation districts that does not exist here. Mr. Jarner noted that we could improve the way we manage and maintain the irrigation canals, and he is starting to work on taking back some easements in areas that they have challenges and is focusing on the areas that he can.

c. Report on the Six Middle Rio Grande Pueblos Coalition Meeting, February 6, 2025 - Jason M. Casuga, CE/CEO, Eric Zamora, COO, Amanda Molina, PIO, and Directors Jiron and Russo Baca

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Mr. Casuga gave a report on the Six Middle Rio Grande Pueblos Coalition Meeting, stating that MRGCD, BOR, and the Office of the State Engineer attended. He highlighted that they had a good conversation about the election, and the Pueblos seemed to be united in supporting and recognizing the need for House Bill 308 to pass.

Director Jiron stated that the pueblos discussed start updates, and every pueblos was a little different. He reiterated that they were definitely in support of House Bill 308. He shared that they also took nominations.

d. Report on the Oasis Presentation, February 6, 2025 - Jason M. Casuga, CE/CEO and Amanda Molina, PIO

Mr. Casuga expressed that he really liked speaking to the group and they asked a lot of good questions. He noted that this organization caters to doing presentations to retirees and he was invited by Ms. Wiggins, who sits on the board.

Ms. Wiggins stated that Mr. Casuga and Mr. Ish did a great job explaining the Compact to them and they were able to understand it and gave rave reviews on the presentations.



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e. Information on Upcoming Events

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1. Cultural Resources Law: Collaborating with Tribes on Energy & Infrastructure Projects, February 27-28 - Scottsdale, AZ

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2. 2nd Annual Socorro Community Conversation on Water Mantanza, March 1, 2025 - Socorro County Fairgrounds Kelly Hall (11-2pm)

564 565 566 3. Land and Water Summit, March 5-7, 2025, Indian Pueblo Cultural Center -Albuquerque, NM

567 568 4. Law of the Rio Grande 2025, April 3-4, 2025 - La Fonda on the Plaza, Santa

569 570 5. NM Water Leaders Workshop, April 14-16, 2025 - Silver City, NM 6. NWRA Policy Conference, April 28-30, 2025 - Washington DC

571	f.	Discussion on Reconstituting the Election Committee
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573		Chairman Kelly reinstituted the Election Committee as Chairman Kelly, Director Russo
574		Baca, and Director Jiron, to look at the internal procedures they are developing in line
575		with the resolution they passed earlier today. He said they will also be looking at
576		procedures for voting by LLC's, trusts, and maybe a decision on allowing mail-in
577		balloting. He noted that the drafting of the rules will be taken care of Ms. Wiggins.
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579		Mr. Casuga proposed that he, Mr. Strech, Ms. Philips, and legal counsel meet to have a
580		discussion about the rule making process, and would then submit a draft to the Election
581		Committee to make any edits to it. He said the goal is to submit this to the Secretary of
582		State before the end of April, so their rules can be approved prior to the proclamation
583		going on in May for the October election.
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585	<u>AGEN</u>	IDA ITEM NO. 12 - REPORT(S) FROM THE MRGCD ATTORNEY(s) - Chief Water
586	Coun	sel or General Counsel

No discussion was had by either counsel during the regular session.

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

a. Report on the Centennial Committee Meeting, January 14, 2025 - Vice Chairman Baugh and Directors Dunning and Russo Baca

Director Russo Baca prepared a written report for this item.

b. Report on the New Mexico Interstate Stream Commission Meeting, January 18, 2025 - Director Russo Baca

Director Russo Baca prepared a written report for this item.

c. Report on the World's Largest Matanza, January 25, 2025 - Director Russo Baca

Director Russo Baca prepared a written report for this item.

d. Report on the Sandoval/Bernalillo County Constituent Meeting, January 27, 2025 - Chairman Kelly and Vice Chairman Baugh

Vice Chairman Baugh voiced that it was very helpful to pull people from Sandoval and Bernalillo to discuss financial doings of the District and to better understand why they are raising the water service delivery fee. He said they had some great questions and he believes Bernalillo County and Sandoval County are willing to go above and beyond to help others with this.

Chairman Kelly made the MOTION TO APPROVE THE REPORT ON THE SANDOVAL/BERNALILLO COUNTY CONSTITUENT MEETING. Seconded by Director Dunning. The MOTION CARRIED UNANIMOUSLY.

e. Report on the NM Food and Farms Day at the NM Legislature, January 29, 2025 - Director Russo Baca

Director Russo Baca prepared a written report for this item.

623 624 f. Report on the Water Desk Journalist Training & Workshop: Exploring & Understanding the Modern Rio Grande, January 30, 2025 - Director Russo Baca 625 626 627 Director Russo Baca prepared a written report for this item. 628 629 g. Report on the Sandoval County Water 101 Meeting, February 5, 2025 - Director 630 Russo Baca 631 632 Director Russo Baca prepared a written report for this item. 633 634 h. Report on the Legislative Committee Meeting, February 7, 2025 - Vice Chairman 635 **Baugh and Directors Dunning and Russo Baca** 636 637 Director Russo Baca prepared a written report for this item. 638 639 Director Dunning made the MOTION TO APPROVE THE REPORTS FROM THE 640 BOARD WITH THE EXCEPTION OF 13(d). Seconded by Vice Chairman Baugh. The 641 MOTION CARRIED UNANIMOUSLY. 642 643 The chair requested a motion to go into closed session at 5:21 pm. 644 645 Director Jiron made the MOTION TO GO INTO EXECUTIVE SESSION. Seconded by 646 Director Dunning. Rollcall vote was administered with all members voting yes. The MOTION 647 CARRIED. 648 Director Sandoval Chairman Kelly Yes Yes Director Jiron Yes Vice Chairman Baugh Yes Yes Director Dunning 649 650 **AGENDA ITEM NO. 14 EXECUTIVE SESSION** 651 a. NMSA 1978 Open Meetings Act, Section 10-15-1(H)2 1. Limited Personnel Matters 652 653 b. NMSA 1978 Open Meetings Act, Section 10-15-1(H)7 654 655 1. Threatened or Pending Litigation 656 657 The chair requested a motion to go back into regular session at 18:40 pm. 658 659 With no further comments, questions, or concerns, Chairman Kelly adjourned the meeting at 660 18:40 pm. 661 662 Approved to be the correct Minutes of the Board of Directors of February 10, 2025. 663 ATTESTED: 664 665 666 667 Pamela Fanelli, CMA, CGFM 668 John P. Kelly, Chairman 669 Secretary-Treasurer/CFO MRGCD Board of Directors

APPENDIX I BK83-00054

Good afternoon,

My name is Elaine Hebard, and I am a long time advocate of bringing sanity to water administration.

Last year, the former State Engineer Hamman wrote to the MRGCD, as one member of the MRG, regarding the need to reduce depletions. With the water distribution policy, the MRGCD is showing that it is taking this matter seriously.

While it does not appear that the other MRG water providers have received a similar letter, obviously, that is needed. Reducing our consumptive use cannot be just by surface water users -- be they fish or farmer, it must be a basin-side effort.

As such, I would like to encourage the Board and staff to participate in region-wide efforts to reduce the over-consumption outside of any particular agency silo. One is the MRCOG's Water Resources Board meeting on March 5, where the District could urge a discussion to reduce depletions. The Rio Grande Basin Study, on which the District has played a significant role, will be next meeting on February 19, and is another good place to urge for solutions to be modeled for implementation.

Only with such proactive efforts will we basin residents, and particularly your customers, have a chance of keeping the river flowing and satisfying the Compact requirements.

Finally, I would like to make a suggestion with respect to HB 308. While I am glad to see the acknowledgement that MRGCD voters are a unique bloc, why hold a separate election? Is it not really possible to have separate ballots for District voters on the same day as everyone else votes, but would be printed at vote centers throughout the four counties? As it stands now, it is likely that the Albuquerque mayoral race will drown out the Bernalillo candidates for the MRGCD running a month earlier.

Thank you.

Stephanie Russo Baca Board Reports 2/10/2025

Report on the Centennial Committee Meeting, January 14, 2025

There was a discussion about the MRGCD Centennial Certificate that will be read on the NM House Floor. Additionally, there was a discussion regarding the centennial celebration movie screening planned for August. There was also a debriefing session for staff about the winter centennial celebration. It was a successful event and should continue to be held outside the centennial, but the discussion will continue.

Report on the Socorro County Farmers / Irrigators Informational Meeting

This was a very well-attended meeting, with over 50 individuals in attendance. MRGCD staff and board members gave presentations, and then there was an open Q&A for the audience. There were many thoughtful questions about the RG Compact, water deliveries, and the water service charge.

Report on the New Mexico Interstate Stream Commission Meeting, January 18, 2025

The ISC gave a legislative update on requests for funding, including \$500,000 for the Middle Rio Grande administration and enforcement. Additional requests were \$1 million for Elephant Butte Delta Channel work and \$5 million for Acequia and community ditch improvements statewide. There was also a key update of Draft/Preliminary Rio Grande Compact Status—initial calculations indicate that NM added approximately 1,300 af to its debit status, increasing it to approximately 123,500 af. Final accounting will be conducted by the Engineer Advisors later this year.

Report on the World's Largest Matanza, January 25, 2025

MRGCD sponsored this event this year to celebrate the centennial. The World's Largest Matanza celebrated its 25th anniversary of bringing the Valencia community together to raise scholarships for local graduates. I had the opportunity to speak and congratulate the Valencia Hispano Chamber of Commerce on another successful event.

Report on the Finance Committee Meeting, January 28, 2025

Overview of the MRGCD budget and discussions about the potential increase in the water service charge.

Report on the NM Food and Farms Day at the NM Legislature, January 29, 2025

I met with various elected officials, including those representing the Middle Rio Grande Valley. Local farmers and students also gave demonstrations and talks.

Report on the Water Desk Journalist Training & Workshop: Exploring & Understanding the Modern Rio Grande, January 30, 2025

I gave a 30-minute overview of water use along the middle Rio Grande, how the MRGCD manages water, and Rio Grande Compact compliance.

Report on the Sandoval County Water 101 Meeting, February 5, 2025

This was a presentation by Tessa Davidson and Mike Hamman regarding water issues in Corrales and a water law 101 presentation. This presentation should be available on the Corrales Village Council website: <a href="https://www.corrales-nm.org/meetings/recent?boards-commissions=98&combine=&department=All&field_smart_date_end_value=&field_smart_date_value_1="https://www.corrales-nm.org/meetings/recent?boards-commissions=98&combine=&department=All&field_smart_date_end_value=&field_smart_date_value_1="https://www.corrales-nm.org/meetings/recent?boards-commissions=98&combine=&department=All&field_smart_date_end_value=&field_smart_date_value_1="https://www.corrales-nm.org/meetings/recent?boards-commissions=98&combine=&department=All&field_smart_date_end_value=&field_smart_date_value=1="https://www.corrales-nm.org/meetings/recent?boards-commissions=98&combine=&department=All&field_smart_date_end_value=&field_smart_date_value=1="https://www.corrales-nm.org/meetings/recent?boards-commissions=98&combine=&department=All&field_smart_date_end_value=&field_smart_date_value=1="https://www.corrales-nm.org/meetings/recent?boards-commissions=98&combine=&department=All&field_smart_date_end_value=&field_smart_date_value=1="https://www.corrales-nm.org/meetings/recent?boards-commissions=98&combine=86&combine=98&combine=9

Report on the Coalition of Six Middle Rio Grande Basin Pueblos, February 6, 2025

Jason Casuga updated the MRGCD irrigation startup, the LEA, and O&M. This was one of the more well-attended meetings, with thorough presentations by federal and state agencies, including the OSE/ISC.

Report on the Legislative Committee Meeting, February 7, 2025

Discussion on the LEA and the MRGCD Centennial Certificate that will be read on the NM House Floor on 2/11. John Thompson also gave a legislative update on the bills that the MRGCD monitors during the session.



MEMORANDUM LICENSING AND LANDS DEPARTMENT

F.Y.I.

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

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

FROM: Michael Padilla, Right-of-Way Supervisor

DATE: March 4, 2025

RE: M.R.G.C.D. Executed Licenses for February 2025

- 1. 195-2024 License with the Village of Los Lunas to install and maintain 38" X 60" Ø RCP culvert crossing at Sun Valley Road Los Lunas within the San Fernandez Lateral 2 right-of-way.
- 2. 307-2024 License with Vero Fiber Networks, LLC. to install and maintain a buried utility crossing within the Indian Lateral right-of-way. .
- 3. 312-2024 License with Vero Fiber Networks, LLC. to install and maintain a buried utility crossing within the Pajarito Lateral right-of-way
- 4. 330-2024 License with Public Service Company of New Mexico to install and maintain a parallel aerial utility within the outer easterly 5' of the Alameda Lateral right-of-way.
- 5. 337-2024 License with Vero Fiber Networks, LLC to install and maintain a buried utility crossing within the Barr Main Canal right-of-way.
- 6. 339-2024 License with New Mexico Gas Company to install and maintain a buried utility crossing within the Gabaldon Interior Drain right-of-way.
- 7. 349-2024 Special Use License with RMCI to discharge groundwater from the Atrisco Feeder Pump station into the Rio Grande Floodway.
- 8. 366-2024 Special Use License with Flock Group to install Gunshot detection sensors for Bernalillo County Sheriff's Department within the Atrisco Riverside Drain.
- 9. 383-2024 License with Village of Corrales to install and maintain a 60" Ø X 46' culvert crossing within the Corrales Acequia right-of-way.
- 10. 387-2024 License with Public Service Company of New Mexico to install and maintain an aerial utility crossing within the Peralta Main Canal right-of-way.
- 11. 388-2024 License with Public Service Company of New Mexico to install and maintain an aerial utility crossing within the San Fernandez No. 3 Acequia right-of-way.
- 12. 396-2024 License with Public Service Company of New Mexico to install and maintain an aerial utility crossing within the New Belen Acequia right-of-way.

- 13. 398-2024 License with Valencia County to install and maintain a 72" Ø X 107' culvert crossing within the Chical Lateral right-of-way.
- 14. 402-2024 License with Public Service Company of New Mexico to install and maintain an aerial utility crossing within the Los Lunas Acequia right-of-way.
- 15. 404-2024 License with Public Service Company of New Mexico to install and maintain an aerial utility crossing within the New Belen Acequia right-of-way.
- 16. 407-2024 License with Public Service Company of New Mexico to install and maintain an aerial utility crossing within the Garcia Acequia right-of-way.
- 17. 408-2024 License with Public Service Company of New Mexico to install and maintain an aerial utility crossing within the Garcia Acequia right-of-way.
- 18. 006-2025 Special Use License with Insituform Technologies to install a temporary bypass to rehab an existing sewer main within the Pajarito Acequia and Armijo Interior Drain.
- 19. 009-2025 Special Use License with Titan Electric to access the east bank of the Duranes Lateral rights-of-way.
- 20. 025-2025 Special Use License with Baca's Trees Inc. to access the Griegos Interior Drain right-of-way.
- 21. 030-2025 Special Use License with Gallup Pipeline and Compliance Services LLC. to access, and construct a concrete cover over the Gas Main within the Belen Highline Canal.



The House of Representatives of the State of New Mexico

FIFTY-SEVENTH LEGISLATURE FIRST SESSION, 2025

Recognizes

The Centennial of the

Middle Rio Grande Conservancy District

WHEREAS, in the early twentieth century, the Middle Rio Grande Valley was plagued by massive floods that caused widespread damage to cities, towns, pueblos, ranches and farms from the Pueblo of Cochiti to San Marcial; and WHEREAS, an aggraded riverbed created high water tables and swamp conditions in seventy percent of the Middle Rio Grande Valley, preventing land cultivation and development and threatening livestock and public health; and WHEREAS, in 1925, the Middle Rio Grande Conservancy District was formed with the mission of addressing river flood control, drainage and irrigation water management; and

WHEREAS, the Middle Rio Grande Conservancy District was a major public works project of its time and consolidated and constructed one thousand two hundred miles of irrigation and drainage facilities, four irrigation diversions, two hundred miles of flood control levees and El Vado Dam for water storage; and

WHEREAS, the Middle Rio Grande Conservancy District continues to manage and maintain its works, providing flood protection to one hundred thousand residences and delivering irrigation water to approximately eleven thousand irrigators across fifty-five thousand acres in Sandoval, Bernalillo, Valencia and Socorro counties, including the six Middle Rio Grande Valley pueblos of Cochiti, Santo Domingo, San Felipe, Santa Ana, Sandia and Isleta; and

WHEREAS, the Middle Rio Grande Valley is the most populated region of New Mexico, with a large and evergrowing public interest in the management of the Rio Grande bosque ecosystem and recreation opportunities available on Middle Rio Grande Valley Conservancy District lands and facilities, including Rio Grande Valley State Park; and

WHEREAS, the Middle Rio Grande Conservancy District has kept the valley green and supported agriculture in the middle valley region, which has contributed to the economy of the state; and

WHEREAS, the Middle Rio Grande Conservancy District collaborates with federal, state, tribal and local governments, as well as organizations and individuals, to manage and restore the district's thirty thousand acres of bosque, support endangered species populations, provide essential ecosystem services, enhance recreational opportunities and sustain agriculture for the benefit of residents, visitors and cultural traditions; and

WHEREAS, the Middle Rio Grande Conservancy District continues its critical role to adaptively manage and conserve land and water resources and support local agriculture through a changing climate;

NOW, THEREFORE, BE IT RESOLVED BY THE HOUSE OF REPRESENTATIVES OF THE STATE OF NEW MEXICO that the Middle Rio Grande Conservancy District be recognized and congratulated for one hundred years of service to the Middle Rio Grande Valley and the State of New Mexico.



Signed and Sealed at the Capitol in the City of Santa Te

JAVIER MARTÍNEZ, SPEAKER OF THE HOUSE

LISAM. Ortiz Me Cutcher LISAM. ORTIZ MOUTCHEON, CHIEF CLERK

REPRESENTATIVE G. ANDRÉS ROMERO

MRGCD BOARD MEETING (3-5-2025)

1. Heron Summary

Content: 57,510 ac-ft (3/5/25)

Azotea tunnel: 4 cfs (diversions began Feb 24)

Total SJC inflow in 2025: 286 ac-ft

Currently releasing: 37 cfs

Current MRGCD storage: 14.7 ac-ft

2. El Vado Summary

Total storage (all contractors and natural): 16,217 ac-ft (3/5/25)

Native in El Vado: 4,747 ac-ft

MRGCD's SJ-C storage in El Vado: 2,292 ac-ft

P & P: 4,747 ac-ft

Other SJ-C contractors: 9,178 ac-ft

Current release is 105 cfs RG inflow is 50-80 cfs

3. Storage in Abiquiu

Content: 95,428 ac-ft (3/5/25) MRGCD's SJ-C storage: 90 ac-ft

P&P: 0 ac-ft

Total supplemental water released in 2025: 0 ac-ft

Snow Water Equivalent at SnoTel Sites as of 3/5/2025 (% of median)

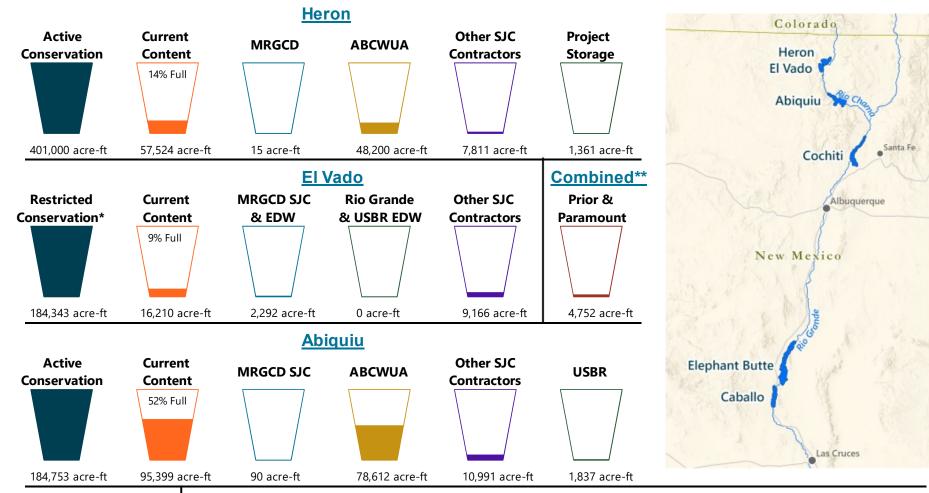
Rio Chama Basin	46%
Upper Rio Grande Basin	63%
Sangre de Cristo Basin	
Jemez Basin	
San Juan River Basin	64%

- Reclamation carried over about 4,400 ac-ft of supplemental water from 2024 and may have leases for about 10,000 ac-ft of 2025 water, although that volume could be much lower, depending on the San Juan Chama Project allocation.
- The NRCS' preliminary March streamflow forecast for March to July inflow to El Vado Reservoir predicts 71 kaf, 38% of median. Naturalized flow on the Rio Grande at Otowi for the same period is expected to be 205 kaf, 36% of median.
- The current capacity of the Rio Chama channel below Abiquiu Dam is uncertain but it is hoped that it may convey up to about 1,000 cfs.
- The El Vado "first fill" evaluation is holding at 6,810 ft (16,297 ac-ft or 9.4% of full). Results look good, but further increases are limited by ice cover and instrumentation installed on the face of the dam.

Reservoir Storage Status

— BUREAU OF — RECLAMATION

Mar 4, 2025 data



Cochiti Current



Active



Elephant Butte and Caballo Combined



SJC Content****



- * 172,656 AF 06/01 09/30 unless waiver requested. Otherwise, reported number.
- ** Includes storage in both El Vado and Abiquiu
- *** Varies by time of year. Reported number is for 04/01 09/30.
- **** Max San Juan-Chama storage in Elephant Butte is 50,000 AF.

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



MEMO

TO: Board of Directors

THRU: Jason M. Casuga PE, CEO/Chief Engineer and Eric Zamora PE, COO

FROM: Michael Padilla, Right-of-Way Supervisor

DATE: March 4, 2024

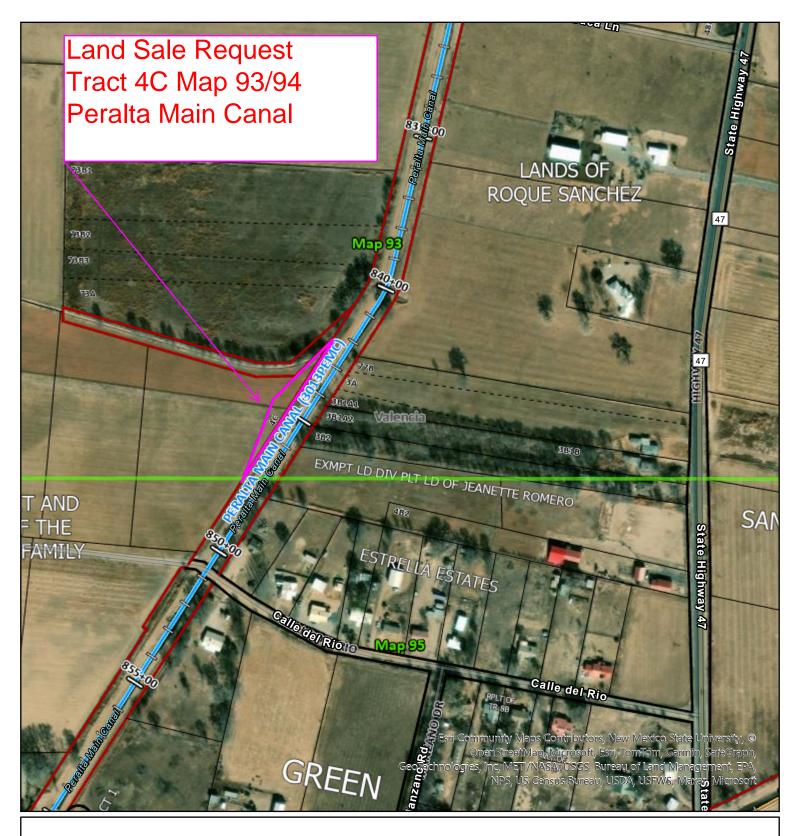
RE: Approval to start the Land Sale Process for Tract 4C =0.6300

MRGCD Staff recommends that **MRGCD Map 95 Tract 4C – 0.6300 AC Valencia County**, be approved for disposal, with water rights appurtenant to the Property reserved.

MRGCD staff have determined that the Property is an excess right-of-way.

- Tract 4C was acquired from Andres Montano for the Peralta Main Canal.
- Deemed Surplus Land after the design of the Canal
- Property at this time would not affect any public use of the area, based on its location and limited accessibility to the public.
- Requestor submitted a Land Sale Application and associated \$250 non-refundable fee to MRGCD in Dec 2024.
- Should the disposal of the Property be approved at this time, the Property will
 continue to follow the Land Sale Procedures outlined in MRGCD Rule 21, Land Sales
 Policy (Policy).

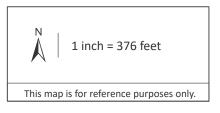
Enclosed: Land Sale Application Packet





Date: 3/5/2025

Exhibit Map







Application Processing

Fees Paid?

Yes O No

Date Logged
12/12/2024

Request No.

412-2024

Land Sales Application

License Information Supporting Documentation Decision Packet

application Admin Notes

Applicant Info	rmation			
Applicant First Nam	e	• ,	Applicant Last Name	
Robert L		S	sanchez	
* Address				
12401 Carmel Ave NE				
* City	•	State		* Zip
Albuquerque		New Mexico	•	87122
Facili		• 1	Phone	
* Email rsanchez222@hotma	ail com		505) 453 - 1504	
isanci icazza (en en e				
Description of	property to be p	urchased		
MRGCD Map No.				
95				
Tract No.				
4-C				
Subdivision				
Acres				
.63				
County				
Valencia				
 Have you ever been with a District employ 	an employee of the Middlee?	e Rio Grande Conservano	y District or do you ho	ld title to any property in conjunction
O Yes No				
* Do you own or lease you more than 160 acr	e or a combination thereof res of land subject to irrigat	in excess of 160 acres of I tion?	and subject to irrigatio	on or will this purchase, if approved, give
O Yes 🌘 No				
Does the land to be access?	purchased have legal acco	ess or have you received a	an easement or right-o	f-way which provides legal permanent
If yes, explain				
I own two parcels of	land that border the prope	erty		
Do you agree to ha understanding that yo	ve a survey of the property ou bear this cost whether o	made by a registered Sui r not the land is ultimate	veyor, if necessary, and ly sold to you or anyon	d to pay for the same with the e else?
If yes, explain				
	hat border this small piece			
not the land is ultimal	y for an appraisal of the pro ely sold to you or anyone e	operty by an Appraiser of lse?	the Middle Rio Grande	Conservancy District's choice whether or
⊚ Yes ○ No				
If yes, explain				

same answer



Memorandum

To: MRGCD Chairman John Kelly and Board of Directors

Through: Jason M. Casuga, Chief Engineer/CEO

From: Human Resources

Date: March 10, 2025

Re: Introduction of New Hires

Albuquerque Division

LAWRENCE	LUJAN	MEDIUM EQUIPMENT OPERATOR	02/17/2025
JUAN	QUINTERO	FIELD MAINTENANCE TECHNICIAN	03/03/2025
CHRISTOPHER	JIMENEZ	MEDIUM EQUIPMENT OPERATOR	03/03/2025



Memorandum

To: MRGCD Chairman Kelly and Board of Directors

Jason Casuga, CEO/CE

Pam Fanelli, CFO

From: Richard DeLoia, Chief Procurement Officer RD

Date: March 3, 2025

Re: REQUESTING BOARD APPROVAL FOR TUB GRINDER PURCHASE

MRGCD staff is requesting approval for the purchase of a Tub Grinder; This was formally bid out in compliance with the NM State Procurement Code. The Tub Grinder would be purchased using funds provided by the NMISC via Fund 23H2373 Capital Appropriations Contract. This purchase is consistent with the purpose of MRGCD Cooperative Agreement with NMISC, signed 3/12/2024. Request for Bid was advertised on 2/15/25 and 2/18/25. Five (5) Bid packets were sent out to equipment dealers and Two (2) bids were received as follows;

VENDOR	TUB GRINDER	TOTAL	2 YR EXTENDED WARRANTY	GRAND TOTAL
Vermeer Mountain West	Vermeer TG7000	\$1,194,406.64	\$76,494.00	\$1,270,900.64
DDI Equipment Morbark	Morbark 1300B	\$1,422,342.00	\$37,971.25	\$1,460,313.25

After thorough review staff is recommending award to the lowest Responsible Bidder, Vermeer Mountain West for the Tub Grinder in the amount of \$1,270,900.64.

From: Haggerty, Grace M., OSE

To: <u>Casey Ish</u>

Cc: Richard Deloia; Baca, Jennifer, OSE

Subject: RE: [EXTERNAL] Winning Bid for Tub Grinder under Funding Agreement for A23H2373 capital appropriation

Date: Wednesday, March 5, 2025 10:42:06 AM

Attachments: image001.png

Fund A23H2373 CAPITAL APPROPRIATION PROJECT MRGCD Contract (\$5million) FINAL.pdf

Hello Casey,

I have reviewed the proposal from MRGCD to purchase heavy equipment used to conduct mastication of trees during Bosque Restoration and Maintenance work. I agree with the purchase of this equipment as it is important for addressing multiple projects that address fire protection, habitat improvements, and water conservation. This purchase does not include operational costs but will include an extended warranty for 2 years after the initial warranty is expired. Please ensure that when requesting reimbursement for this purchase you include the relevant forms and reference this as Project 002 Tub Grinder.

Best regards,

Grace Haggerty

From: Casey Ish <james@mrgcd.us>

Sent: Wednesday, February 26, 2025 12:12 PM

To: Haggerty, Grace M., OSE <grace.haggerty@ose.nm.gov>

Cc: Richard Deloia < richard@mrgcd.us>

Subject: [EXTERNAL] Winning Bid for Tub Grinder

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

Good morning Grace,

Attached is the winning bid for a Tub Grinder. MRGCD staff has reviewed the bid and would like to present it to our Board of Directors for consideration and approval on their March 10th agenda. MRGCD would like to include the extended full machine warranty line item in the purchase price. The vendor has indicated to us that as long as they have a NTTC on file from us that they will not charge tax which is why it is not shown in this bid price.

Please review the bid and let me know if you have any questions. MRGCD is requesting a Notice to Proceed on presenting this bid to the MRGCD Board of Directors for approval to purchase. Thanks.



Casey Ish Conservation Program / Special Projects Manager Middle Rio Grande Conservancy District (505) 259-8799

STATE OF NEW MEXICO OFFICE OF THE STATE ENGINEER/INTERSTATE STREAM COMMISSION FUND A23H2373 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the New Mexico Interstate Stream Commission, hereinafter called the "Department" or abbreviation such as "NMISC", and Middle Rio Grande Conservancy District, hereinafter called the "Grantee" or "MRGCD." This Agreement shall be effective as of the date it is executed by the NMISC.

RECITALS

WHEREAS, in the Laws of 2023, HB505, Section 18, Subsection 11, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, the NMISC is authorized to protect, conserve, develop, and investigate the waters of the State, including interstate streams. Section 72-14-3 New Mexico Statutes Annotated 1978. With respect to the Rio Grande, this statutory authority includes conducting projects and monitoring operations at reservoirs and water conveyance facilities to assure compliance with the Rio Grande Compact of 1938. Id. See also Section 72-15-23 NMSA.

The NMISC has a duty to evaluate the potential impact of river channel capacity and maintenance projects on the Rio Grande as it pertains to the State authority to deliver water to Elephant Butte Reservoir, pursuant to the Rio Grande Compact.

WHEREAS, the MRGCD is a governmental entity organized under the laws of the State of New Mexico, See Ch. 50, NML. 1931; Ch. 80, 1933 and Chs. 37 and 150, NML. 1935, and is authorized to accept the contribution of funds.

The MRGCD has authority and obligation to operate, maintain, and manage for various conservation purposes on lands within and along portions of the Middle Rio Grande floodway. The Cooperative Agreement (Attachment A) describes project objectives for coordinated and cooperative work between the NMISC and MRGCD in the Middle Rio Grande floodway.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

The Grantee's allocation of funds and reimbursements shall not exceed **five million dollars**, (\$5,000,000) minus the allocation for Art in Public Places¹, if applicable, to purchase and or rent equipment, contract, plan, survey, study, design, engineer, and or monitor, the construction of river channel maintenance, habitat restoration, river management plan(s) and or flood control projects in the middle Rio Grande basin.

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] The Grantee shall reference the Project's number in all correspondence with and submissions to the NMISC concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON NMISC'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the NMISC has issued, and the Grantee has received a Notice of NMISC's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the NMISC has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

¹ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

² "Reimburse" as used throughout this Agreement includes NMISC payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- (iii)The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve the transaction, the NMISC must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the NMISC may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

- (vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the NMISC and the NMISC's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
 - a. The Grantee shall submit to the NMISC one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
 - c. The NMISC may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the NMISC to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
 - d. The date the NMISC signs the Notice of Obligation is the date that the NMISC's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.
- B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
 - C. Project funds shall not be used for purposes other than those specified in the Project Description.
- D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND NMISC DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: Middle Rio Grande Conservancy District

Name:

James Casey Ish

Title:

Conservation Program Supervisor

Address:

1931 2nd Street, SW, Albuquerque, NM 87102

Email:

casey@mrgcd.us

(505) 259-8799 Telephone:

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: Middle Rio Grande Conservancy District

Name:

Pamela Fanelli, CMA, CGFM

Title:

Chief Financial Officer 1931 2nd Street, SW, Albuquerque, NM 87102

Address: Email:

pfanelli@mrgcd.us

Telephone:

(505) 247-0234

The NMISC designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Name:

Jennifer Baca

Title:

NMISC Program Manager/Fiscal Agent

Address:

P.O. Box 25102, Santa Fe, NM 87504-5102

Email:

jennifer.baca@ose.nm.gov

Telephone:

(505) 469-6216

Name:

Grace Haggerty

Title:

Project Manager/Technical Lead

Address: Email:

5550 San Antonio Drive NE grace.haggerty@ose.nm.gov

Telephone:

(505) 469-6963

The Grantee and the NMISC agree that either party shall send all notices, including written decisions, related to this Agreement to the above-named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar

days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the NMISC. It shall terminate on June 2027 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended, and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. <u>Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement</u>

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the NMISC or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the NMISC or the State of New Mexico in the event of Early Termination of this Agreement by the NMISC pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the NMISC shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The NMISC's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of

contract claim against the NMISC or the State of New Mexico in the event of Early Termination of this Agreement by the NMISC pursuant to Article V(B).

C. <u>Limitation on NMISC's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination</u>

In the event of Early Termination of this Agreement by either party, the NMISC's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. The NMISC may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:
 - (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
 - (ii) The NMISC will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
 - (iii) The NMISC may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.
- B. In the event of Suspension of this Agreement, the NMISC's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.
- C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the NMISC informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the NMISC will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the NMISC chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the NMISC may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the NMISC and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the NMISC and the

NMISC of Finance and Administration may require, such information entered directly into a database maintained by the NMISC of Finance and Administration (Budget & Formulation Management System). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The NMISC shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the NMISC and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the NMISC may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the NMISC.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

- A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:
 - (i) The Grantee must submit a Request for Payment; and
 - (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the NMISC, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the NMISC.
 - (iii) In cases where the Grantee is submitting a Request for Payment to the NMISC based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the NMISC or such shorter period of time as the NMISC may prescribe in writing. The Grantee is required to certify to the NMISC proof of payment to the third-party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the NMISC.
 - B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the NMISC on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) Twenty (20) days from date of Early Termination; or
- (iii) Twenty (20) days from the Reversion Date.
- D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The NMISC has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The NMISC's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the NMISC due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- The Project must be implemented in accordance with the New Mexico Public Works Minimum (ii) Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico NMISC of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
- (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the NMISC's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the

- State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
- (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.
- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate

bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

- B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the NMISC shall prescribe.
- C. The Grantee shall make all Project records available to the NMISC, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the NMISC determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the NMISC for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and NMISC concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the Middle Rio Grande Conservancy District may immediately terminate this Agreement by giving Contractor written notice of such termination. The Middle Rio Grande

Conservancy District's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the Middle Rio Grande Conservancy District or the New Mexico Interstate Stream Commission or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the either Party.

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

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

Grantee hereby waives any rights to assert an impairment of contract claim against the NMISC or the State of New Mexico in the event of Early Termination of this Agreement by the NMISC.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

- A. Throughout the term of this Agreement, Grantee shall:
- submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
- have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 - 3. timely submit all required financial reports to its budgetary oversight agency (if any); and
- 4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.
- B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the NMISC may take one or more of the following actions:
 - 1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
- 2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
- 3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
 - 4. terminate this Agreement pursuant to Article V(A) of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the New Mexico Interstate Stream Commission.

MIDDLE RIO GRANDE CONSERVANCY DISTRICT/GRANTEE

By:

In Coa
M Commo RE
Jason M. Casuga, P.E. CEO/Chief Engineer, Middle Rio Grande Conservancy District
CEO/Cliff Engineer, who of and Compervation District
05-29-2024.
Date
NEW MEXICO INTERSTATE STREAM COMMISSION
By: Intopher Dilus
NMISC Attorney
6/4/2024
Date
Ву:
NMISC Program Support
6/5/24
Date
By:
- Han
Hannah Riseley-White Director, New Mexico Interstate Stream Commission
6-13-24
Date

				STATE OF N CAPITAL GRA Request for P Exhi	NT PR	OJECT		
A. B.	Grantee Inform e sure information is co Grantee: Address: omplete Mailing, including Suite City Phone No: Grant No: Project Title: Grant Expiration D	mplete & a		Zip	II. A. B. C. D. E. F.	Payment Computation Payment Request No. Grant Amount: AIPP Amount (If Applicable) Funds Requested to Date: Amount Requested this Payr Reversion Amount (If Application Grant Balance: GF GOB Final Request for Payment	ment:	each wire if first draw) ble)
III.	Fiscal Year :	al Year is	July 1, 20XX (hrough June 30, 20X	∝ of the	following year)		
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Grantee Fis or Fiscal Ag	cal Officer ent (if applicable)					Grantee Representative		
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Division Fisc	al Officer		Date	-		Division Project Manager		Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE EXHIBIT 2

Notice of Obligation to Reimburse Grantee [# 1]
DATE: []
TO: NMISC Representative: [
Grantee Official Representative: [
SUBJECT: Notice of Obligation to Reimburse Grantee Grant Number: [
As the designated representative of the NMISC for Grant Agreement number [] entered into between Grantee and the NMISC, I certify that the Grantee has submitted to the NMISC the following third party obligation executed, in writing, by the third party's authorized representative:
Vendor or Contractor: [
Vendor or Contractor: Third Party Obligation Amount:
Vendor or Contractor: [
I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.
Grant Amount (Minus AIPP if applicable): The Amount of this Notice of Obligation: The Total Amount of all Previously Issued Notices of Obligation: The Total Amount of all Notices of Obligation to Date: Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.
NMISC Rep. Approver: Title: Signature: Date:

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

COOPERATIVE AGREEMENT BETWEEN THE NEW MEXICO INTERSTATE STREAM COMMISSION AND THE MIDDLE RIO GRANDE CONSERVANCY DISTRICT

1. Parties

This Agreement is made and entered into by and between the New Mexico Interstate Stream Commission, a statutory agency of the State of New Mexico hereinafter referred to as the "NMISC", and the Middle Rio Grande Conservancy District, a political subdivision of the State, hereinafter referred to as "MRGCD", collectively the NMISC and the MRGCD are referred to as the "Parties." This Agreement shall be effective as of the date it is executed by the last signatory (the "Effective Date").

2. <u>Purpose</u>.

- A. The Parties desire to collaborate through coordinated water management actions, river channel maintenance and infrastructure projects to aid recovery of listed endangered species and to increase water conveyance to Elephant Butte Reservoir by planning designing and constructing river channel maintenance projects.
- B. This Agreement is entered into for the purpose of establishing a cooperative effort between MRGCD and NMISC to address a substantial interest and a pressing need for emergency, short-term and long-term water management and operations within the Rio Grande Basin to improve water management and water operations; provide river channel capacity for flood control purposes and to improve water conveyance for Rio Grande Compact administration and to improve species habitat conditions for Endangered Species Act of 1973, (16 U.S.C. Ch. 35 § 1531 et seq, ("ESA") purposes.
- C. The MRGCD and NMISC are participants in the Middle Rio Grande Biological Opinion for Water Management and River Maintenance Activities (U.S. Fish and Wildlife Service 2016) as well as signatories of the Middle Rio Grande Endangered Species Collaborative Program. This Agreement allows for planning, design, construction, equipment purchase and lease, on the following mutually beneficial water management projects: (i) to address emergency, short-term, and long-term goals of protection of critical infrastructure, improvements in river channel capacity and water conveyance; and (ii) to implement habitat restoration for the protection and recovery efforts for certain federally listed endangered species under the ESA.
- D. This Agreement will assist in providing for the public health and safety, provide flood protection, maintain Rio Grande channel capacity, protect critical habitat, reduce future maintenance and operation costs, and contribute to Rio Grande Compact compliance.

- E. This Agreement will enable the Parties to exchange information, enhance coordination of operations, establish standardized procedures, clarify respective responsibilities, and maintain a mutually beneficial partnership.
- F. This Agreement supports the Parties to work in partnership with other stakeholders, tribes, and agencies to allow for open dialogue and community engagement.

3. Authorities

The authorities of the Parties to enter into this Agreement are listed below:

A. New Mexico Interstate Stream Commission

The NMISC is authorized to protect, conserve, develop, and investigate the waters of the State, including interstate streams. Section 72-14-3 New Mexico Statutes Annotated 1978. With respect to the Rio Grande, this statutory authority includes conducting projects and monitoring operations at reservoirs and water conveyance facilities to support compliance with the Rio Grande Compact of 1938. Id. See also Section 72-15-23 NMSA.

The NMISC has a duty to evaluate the potential impact of river channel capacity and maintenance projects on the Rio Grande as it pertains to the State authority to deliver water to Elephant Butte Reservoir, pursuant to the Rio Grande Compact.

B. Middle Rio Grande Conservancy District

The MRGCD is a governmental entity organized under the laws of the State of New Mexico, See Ch. 50, NML. 1931; Ch. 80, 1933 and Chs. 37 and 150, NML. 1935, and is authorized to accept the contribution of funds.

The MRGCD has authority and obligation to operate, maintain, and manage for various conservation purposes lands within and along portions of the Middle Rio Grande floodway.

Responsibilities

The NMISC agrees to:

Work in cooperation with the MRGCD to advance efforts to implement emergency, short-term, and long-term protection of critical infrastructure, improvements in river channel capacity and water conveyance, and implementation of habitat restoration for the protection and recovery of endangered species in the middle Rio Grande.

The MRGCD agrees to:

Work in cooperation with the Commission to advance projects and activities in the middle Rio Grande to implement emergency, short-term, and long-term protection of critical infrastructure, improvements in river channel capacity and water conveyance, and implementation of habitat restoration for the protection and recovery of endangered species in the middle Rio Grande.

Mutually Agreed Projects

- A. The NMISC and the MRGCD wish to formalize their cooperation on mutually identified projects that will be beneficial to the Parties in furtherance of addressing the need for coordinated water management actions in Middle Rio Grande.
- B. This Agreement summarizes the general categories of projects that are anticipated to be initiated between the Parties through this Agreement. Funding sources will be assigned as projects are initiated. To that end, this Agreement provides the foundation for the Parties to develop, implement, monitor, and report on specific projects in the MRG including, but not limited to:
 - i) Purchase and rent equipment for river maintenance and floodplain restoration work performed by MRGCD so that improvements in conveyance in the Isleta Reach and other Middle Rio Grande reaches can occur in an expedited manner. This work will be followed by routine maintenance and monitoring. Equipment purchases and/or rentals for the term of this agreement may consist of, but may not be limited to, excavators, backhoes, dirt movers, water trucks, masticators, woodchippers, and/or dozers. This equipment will support the maintenance of the river system in the Middle Rio Grande.
 - ii) Contractual services for river and floodplain restoration work in the Isleta Reach and other Middle Rio Grande reaches. Construction contracts will be funded through this Agreement to conduct bosque rehabilitation, channel maintenance, infrastructure improvements within the floodplain, and other related work.
 - iii) Contractual services for professional services, such as environmental monitoring, scientific studies, and engineering. Yet to be determined activities and purchases with mutual benefit to both Parties are included in this agreement. NMISC and MRGCD may use this Agreement to obtain services and equipment as long as those services and/or equipment are agreed upon by both Parties. These services, for example, may include environmental monitoring, topographic surveying, hydrologic studies, monitoring, and measurement equipment.
 - iv) Development of Isleta Reach River Management Plan for the active river channel and adjacent floodplain between the southern boundary of Isleta Pueblo to San Acacia Diversion Dam, excluding private lands. NMISC and MRGCD will jointly

manage and fund the development of an Isleta Reach River Management Plan, in cooperation with other governmental agencies and stakeholders. The plan will utilize professional services contracts available to the Parties for preparation of the plan.

v) NMISC and MRGCD will evaluate anticipated critical threats in the Isleta Reach for immediate action, such as corrective action in areas of prolonged and excessive ponding during spring runoff likely to impact levee structural integrity and increased depletions.

6. Organization and Implementation

- A. The organization for conducting work under this Agreement will consist of the Parties' respective Points of Contact, and individual projects teams reporting to the Points of Contact. The Points of Contact will be responsible for the oversight of Project Teams and coordination of Agreement activities including work planning, work plan development, budgets, any regulatory approvals for projects, and schedules.
- B. The Project Teams developing and implementing individual projects or coordinating overall work will meet individually and with the Point of Contacts at least twice a year; and at least annually with the Signatories to review the implementation of agreed upon projects, assess the priority of proposed projects, and agree upon next steps. If conflicts arise that cannot be resolved within the Project Teams, they will be referred to the Points of Contact for resolution.

7. Costs

This Agreement does not impose any direct financial commitments on either Party. Specific activities or initiatives that involve the transfer of funds, services, or property among the Parties will require execution of separate agreements and will be contingent upon the availability of appropriated funds. Negotiation, execution, and administration of each such agreement must comply with all relevant statutes, regulations, and procedures. The obligations of the NMISC and the MRGCD under this Agreement are expressly contingent upon appropriations by and availability of funds from the New Mexico Legislature and the MRGCD, respectively.

No Individual Right of Action

This Agreement is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any employee or third party against the Parties to this Agreement, the parent agencies, the State, or the officers, employees, agents, or other personnel thereof.

Other Agreements or Arrangements

This Agreement does not impact or supersede any existing or future agreements or arrangements among the Parties and does not affect the ability of the Parties to enter into other agreements or arrangements related to activities on the middle Rio Grande. This Agreement in no way restricts the parties from participating with other public and private agencies, sovereign tribes, organizations, and individuals.

10. Points of Contact for the Parties

NMISC Project Grace Haggerty

Manager: Interstate Stream Commission

5550 San Antonio Drive, NE Albuquerque, New Mexico 87102

Office: (505) 553-2436

Email: grace.haggerty@state.nm.us

MRGCD Project Casey Ish

Manager Middle Rio Grande Conservancy District

1931 2nd Street, SW

Albuquerque, New Mexico, 87102

Office: (505) 247-0234 Cell: (505) 259-8799 Email: casey@mrgcd.us

Liability and Indemnification

On behalf of itself, its officers, directors, members, employees, agents, and representatives, each Party agrees that it will be responsible for its own acts and omissions subject to relevant state and federal laws and the results thereof and that is shall not be responsible for the acts or omissions of any other party, nor the results thereof. Each Party therefore agrees that it will assume the risk and liability to itself, its agents, employees, and volunteers for any injury to or death of persons or loss or destruction of property resulting in any manner from the conduct of the party's own operations and/or the operations of its agents, employees, and/or volunteers under this Agreement. Each Party further releases and waives all claims against every other party for compensation for any loss, cost, damage, expense, personal injury, death, claim, or other liability arising out of the performance of this Agreement, including without limitation any loss, cost, damage, expense, personal injury, death, claim, or other liability arising out of the other party's negligence, provided, however, that any party may agree to voluntarily compensate another.

Term of the Agreement and Right of Termination

This Agreement shall take effect on the date of the last signature below and will continue in effect for a period of five (5) years. It may be modified or extended at any time by mutual written agreement of the MRGCD and the NMISC. The Agreement may be terminated in writing at any time by either party by providing a 30-day written notice to the other.

13. Statutes and Regulations

The provisions of any statutes and/or regulations cited in this Agreement contain legally binding requirements. The Agreement itself does not alter, expand, or substitute for those provisions or regulations, nor is it a statute itself. Thus, it does not impose legally binding requirements on the Parties. This Agreement contains procedural guidance to assist the Parties in carrying out existing legal requirements. This Agreement is not a contract, statute, rule or regulation.

14. Authority.

If MRGCD is other than a natural person, the individual(s) signing this Agreement on behalf of MRGCD represents and certifies that they have the power and authority to bind MRGCD, and that no further action, resolution, or approval from MRGCD is necessary to enter into a binding Agreement.

Names and Signatures of participating Parties

MIDDLE RIO GRANDE CONSERVANCY DISTRICT

By:

Jaon M. Casuga, P.E.
CEO/Chief Engineer
Middle Rio Grande Conservancy District

NEW MEXICO INTERSTATE STREAM COMMISSION

New Mexico Interstate Stream Commission

By: Hannah Riselev-White, Director

COOPERATIVE AGREEMENT BETWEEN THE NEW MEXICO INTERSTATE STREAM COMMISSION AND THE MIDDLE RIO GRANDE CONSERVANCY DISTRICT

1. Parties

This Agreement is made and entered into by and between the New Mexico Interstate Stream Commission, a statutory agency of the State of New Mexico hereinafter referred to as the "NMISC", and the Middle Rio Grande Conservancy District, a political subdivision of the State, hereinafter referred to as "MRGCD", collectively the NMISC and the MRGCD are referred to as the "Parties." This Agreement shall be effective as of the date it is executed by the last signatory (the "Effective Date").

2. Purpose.

- A. The Parties desire to collaborate through coordinated water management actions, river channel maintenance and infrastructure projects to aid recovery of listed endangered species and to increase water conveyance to Elephant Butte Reservoir by planning designing and constructing river channel maintenance projects.
- B. This Agreement is entered into for the purpose of establishing a cooperative effort between MRGCD and NMISC to address a substantial interest and a pressing need for emergency, short-term and long-term water management and operations within the Rio Grande Basin to improve water management and water operations; provide river channel capacity for flood control purposes and to improve water conveyance for Rio Grande Compact administration and to improve species habitat conditions for Endangered Species Act of 1973, (16 U.S.C. Ch. 35 § 1531 et seq, ("ESA") purposes.
- C. The MRGCD and NMISC are participants in the Middle Rio Grande Biological Opinion for Water Management and River Maintenance Activities (U.S. Fish and Wildlife Service 2016) as well as signatories of the Middle Rio Grande Endangered Species Collaborative Program. This Agreement allows for planning, design, construction, equipment purchase and lease, on the following mutually beneficial water management projects: (i) to address emergency, short-term, and long-term goals of protection of critical infrastructure, improvements in river channel capacity and water conveyance; and (ii) to implement habitat restoration for the protection and recovery efforts for certain federally listed endangered species under the ESA.
- D. This Agreement will assist in providing for the public health and safety, provide flood protection, maintain Rio Grande channel capacity, protect critical habitat, reduce future maintenance and operation costs, and contribute to Rio Grande Compact compliance.

- E. This Agreement will enable the Parties to exchange information, enhance coordination of operations, establish standardized procedures, clarify respective responsibilities, and maintain a mutually beneficial partnership.
- F. This Agreement supports the Parties to work in partnership with other stakeholders, tribes, and agencies to allow for open dialogue and community engagement.

3. Authorities

The authorities of the Parties to enter into this Agreement are listed below:

A. New Mexico Interstate Stream Commission

The NMISC is authorized to protect, conserve, develop, and investigate the waters of the State, including interstate streams. Section 72-14-3 New Mexico Statutes Annotated 1978. With respect to the Rio Grande, this statutory authority includes conducting projects and monitoring operations at reservoirs and water conveyance facilities to support compliance with the Rio Grande Compact of 1938. Id. See also Section 72-15-23 NMSA.

The NMISC has a duty to evaluate the potential impact of river channel capacity and maintenance projects on the Rio Grande as it pertains to the State authority to deliver water to Elephant Butte Reservoir, pursuant to the Rio Grande Compact.

B. Middle Rio Grande Conservancy District

The MRGCD is a governmental entity organized under the laws of the State of New Mexico, See Ch. 50, NML. 1931; Ch. 80, 1933 and Chs. 37 and 150, NML. 1935, and is authorized to accept the contribution of funds.

The MRGCD has authority and obligation to operate, maintain, and manage for various conservation purposes lands within and along portions of the Middle Rio Grande floodway.

4. Responsibilities

The NMISC agrees to:

Work in cooperation with the MRGCD to advance efforts to implement emergency, short-term, and long-term protection of critical infrastructure, improvements in river channel capacity and water conveyance, and implementation of habitat restoration for the protection and recovery of endangered species in the middle Rio Grande.

The MRGCD agrees to:

Work in cooperation with the Commission to advance projects and activities in the middle Rio Grande to implement emergency, short-term, and long-term protection of critical infrastructure, improvements in river channel capacity and water conveyance, and implementation of habitat restoration for the protection and recovery of endangered species in the middle Rio Grande.

5. Mutually Agreed Projects

- A. The NMISC and the MRGCD wish to formalize their cooperation on mutually identified projects that will be beneficial to the Parties in furtherance of addressing the need for coordinated water management actions in Middle Rio Grande.
- B. This Agreement summarizes the general categories of projects that are anticipated to be initiated between the Parties through this Agreement. Funding sources will be assigned as projects are initiated. To that end, this Agreement provides the foundation for the Parties to develop, implement, monitor, and report on specific projects in the MRG including, but not limited to:
 - i) Purchase and rent equipment for river maintenance and floodplain restoration work performed by MRGCD so that improvements in conveyance in the Isleta Reach and other Middle Rio Grande reaches can occur in an expedited manner. This work will be followed by routine maintenance and monitoring. Equipment purchases and/or rentals for the term of this agreement may consist of, but may not be limited to, excavators, backhoes, dirt movers, water trucks, masticators, woodchippers, and/or dozers. This equipment will support the maintenance of the river system in the Middle Rio Grande.
 - ii) Contractual services for river and floodplain restoration work in the Isleta Reach and other Middle Rio Grande reaches. Construction contracts will be funded through this Agreement to conduct bosque rehabilitation, channel maintenance, infrastructure improvements within the floodplain, and other related work.
 - iii) Contractual services for professional services, such as environmental monitoring, scientific studies, and engineering. Yet to be determined activities and purchases with mutual benefit to both Parties are included in this agreement. NMISC and MRGCD may use this Agreement to obtain services and equipment as long as those services and/or equipment are agreed upon by both Parties. These services, for example, may include environmental monitoring, topographic surveying, hydrologic studies, monitoring, and measurement equipment.
 - iv) Development of Isleta Reach River Management Plan for the active river channel and adjacent floodplain between the southern boundary of Isleta Pueblo to San Acacia Diversion Dam, excluding private lands. NMISC and MRGCD will jointly

manage and fund the development of an Isleta Reach River Management Plan, in cooperation with other governmental agencies and stakeholders. The plan will utilize professional services contracts available to the Parties for preparation of the plan.

v) NMISC and MRGCD will evaluate anticipated critical threats in the Isleta Reach for immediate action, such as corrective action in areas of prolonged and excessive ponding during spring runoff likely to impact levee structural integrity and increased depletions.

6. Organization and Implementation

- A. The organization for conducting work under this Agreement will consist of the Parties' respective Points of Contact, and individual projects teams reporting to the Points of Contact. The Points of Contact will be responsible for the oversight of Project Teams and coordination of Agreement activities including work planning, work plan development, budgets, any regulatory approvals for projects, and schedules.
- B. The Project Teams developing and implementing individual projects or coordinating overall work will meet individually and with the Point of Contacts at least twice a year; and at least annually with the Signatories to review the implementation of agreed upon projects, assess the priority of proposed projects, and agree upon next steps. If conflicts arise that cannot be resolved within the Project Teams, they will be referred to the Points of Contact for resolution.

7. Costs

This Agreement does not impose any direct financial commitments on either Party. Specific activities or initiatives that involve the transfer of funds, services, or property among the Parties will require execution of separate agreements and will be contingent upon the availability of appropriated funds. Negotiation, execution, and administration of each such agreement must comply with all relevant statutes, regulations, and procedures. The obligations of the NMISC and the MRGCD under this Agreement are expressly contingent upon appropriations by and availability of funds from the New Mexico Legislature and the MRGCD, respectively.

No Individual Right of Action

This Agreement is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any employee or third party against the Parties to this Agreement, the parent agencies, the State, or the officers, employees, agents, or other personnel thereof.

9. Other Agreements or Arrangements

This Agreement does not impact or supersede any existing or future agreements or arrangements among the Parties and does not affect the ability of the Parties to enter into other agreements or arrangements related to activities on the middle Rio Grande. This Agreement in no way restricts the parties from participating with other public and private agencies, sovereign tribes, organizations, and individuals.

Points of Contact for the Parties

NMISC Project

Grace Haggerty

Manager:

Interstate Stream Commission 5550 San Antonio Drive, NE Albuquerque, New Mexico 87102

Office: (505) 553-2436

Email: grace.haggerty@state.nm.us

MRGCD Project

Project Casey Ish

Manager

Middle Rio Grande Conservancy District

1931 2nd Street, SW

Albuquerque, New Mexico, 87102

Office: (505) 247-0234 Cell: (505) 259-8799 Email: casey@mrgcd.us

11. Liability and Indemnification

On behalf of itself, its officers, directors, members, employees, agents, and representatives, each Party agrees that it will be responsible for its own acts and omissions subject to relevant state and federal laws and the results thereof and that is shall not be responsible for the acts or omissions of any other party, nor the results thereof. Each Party therefore agrees that it will assume the risk and liability to itself, its agents, employees, and volunteers for any injury to or death of persons or loss or destruction of property resulting in any manner from the conduct of the party's own operations and/or the operations of its agents, employees, and/or volunteers under this Agreement. Each Party further releases and waives all claims against every other party for compensation for any loss, cost, damage, expense, personal injury, death, claim, or other liability arising out of the performance of this Agreement, including without limitation any loss, cost, damage, expense, personal injury, death, claim, or other liability arising out of the other party's negligence, provided, however, that any party may agree to voluntarily compensate another.

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Names and Signatures of participating Parties

MIDDLE RIO GRANDE CONSERVANCY DISTRICT

By:

Jason M. Casuga, P.E.

CEO/Chief Engineer

Middle Rio Grande Conservancy District

Date: 3/12/2024

NEW MEXICO INTERSTATE STREAM COMMISSION

By:

Hannah Riseley-White, Director

New Mexico Interstate Stream Commission

Date: 3-14-24

	DISPOSAL OF OBSOLETE ITEMS
	M-03-10-25-22
Rio Grand	HEREAS, certain vehicles, equipment, and miscellaneous items belonging to the Middle Conservancy District (MRGCD) are beyond economical repair, worn-out, obsoleted to longer safe for continued use by the MRGCD; and
	HEREAS, the MRGCD may dispose of any items of tangible value and delete the sain its inventory if such item is:
	of a current resale value of five thousand dollars (\$5,000) or less; or having a current resale value of more than five thousand dollars (\$5,000); that had DFA approval; and
WI equipmen	HEREAS, the MRGCD will notify the State thirty days prior to disposing of thet;
Board of Depair as	DW, THEREFORE IT IS RESOLVED THAT the Middle Rio Grande Conservancy Districtors hereby approves the items that are obsolete, worn out, and beyond economisted in Exhibit "A" attached hereto, and shall be disposed of in accordance with 13-6-1 and 13-6-2 NMSA 1978.
DATED A	ND RESOLVED THIS 10 th Day of March 2025.
	MIDDLE RIO GRANDE CONSERVANCY DISTRIC
	John P. Kelly, Chairman of the Boar
ATTEST:	
	anelli, CMA, CGFM -Treasurer/CFO

Middle Rio Grande Conservancy District Disposal of Obsolete Assets Exhibit A

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HEEL OILES									
Unit#	Description	VIN/SN	Original Cost	Miles/Hours Keys	Keys	Location Issue	enss	Net book value	Estimated Current Value
43365	2003 CHEVROLET C1500 SILVERADO	1GCEC14V53Z241562	16,651.00 133,617	133,617	No	ABQ	AGED, HIGH MILES, WORN OUT	0.00	Between \$1000-\$3000
53441	2007 DODGE RAM 1500 4X4	1D7HU16P77J630920	22,832.00 192,869	192,869	YES	ABQ	BODY DAMAGE HIGH MILES DOOR WONT OPEN	0.00	Between \$500-\$1000K
45101	1994 GMC C7H042 DUMP TRUCK	1GDM7H1J2RJ523526	39,861.00	39,861.00 251,723 M	No	ABQ	Everything works, high miles, out of date	0.00	Between \$6K - \$17K
53359	2002 FORD F150 2WD	1FTRF17W72KC03190	16,305.00 156,724	156,724	YES	BEL	DOESN'T SHIFT, DID RUN,SITTING 2YRS	0.00	Between \$500-\$1000K
53425	2006 FORD F150 4X4	1FTRF14576NA58636	19,906.25 196,365	196,365	YES	BEL	TRANSMISSION BAD WONT DRIVE	0.00	Between \$1000-\$3000
54202	1997 INTERNATIONAL 4700 SERVICE TRUCK	1HTSCABN1VH477448	58,930.00	58,930.00 262,093 M	Yes	Soc	High miles, works but out of date	0.00	Between \$10K-\$20K
53419	2005 FORD F150 4X4	1FTRF14585NB40406	20,145.00 267,053	267,053	YES	BEL	ENGINE IS BAD	0.00	Between \$500-\$1000K
44201	1997 INTERNATIONAL 4700 SERVICE TRUCK	1HTSCABNXVH477447	58,930.00 194,944	194,944	Yes	ABQ	Everything works, out of date	0.00	Between \$10K-\$20K
63362	2002 FORD F150 2WD	1FTRF17W72KC03187	16,580.00	16,580.00 139,087 M	YES	Soc	old does run and drive bad paint	0.00	Between \$500-\$1000K
54202	1997 INTERNATIONAL 4700 SERVICE TRUCK	1HTSCABN1VH477448	58,930.00	58,930.00 262,093 M	Yes	Soc	High miles, works but out of date	0.00	Between \$10K-\$20K
13432	2003 GMC YUKON SUV	1GKEK13Z13R103089	39,648.00 178,216	178,216	Yes	ABQ	Everything works, high miles, out of date	0.00	Between \$1000-\$3000
23416	2001 DODGE RAM 1500 4X4	1B7HF16Z91S228419	18,045.00 200,938	200,938	Yes	ABQ	High miles, Transmission needs replaced	0.00	Between \$500-\$1000K
13315	1996 FORD F150 2WD	2FTEF15N6TCA37789	14,199.00	14,199.00 213,064 M	Yes	Soc	Runs, high miles, steering colum worn	0.00	Between \$500-\$1000K

Heavy Equipment

								Net Book	Estimated Current
#JIIIO	Description	VIIV/SIN	Original Cost	IVIIIes/Hours Keys	keys	Location Issue	- Issue	Value	Value
57109	2006 JOHN DEERE 710G LOADER/BACKHOE	T0710GX953498	136,250.00 8105	8105	No	Soc	Transmission does not work,	0.00	3.00 Between \$20K-\$30K
47803	1995 LITTLE GIANT 32H MOBILE CRANE	329506	186,401.00 23,859 M	23,859 M	No	Soc	Engines run, out of date and no longer safe	0.00 B	0.00 Between \$20K-\$40K
47801	1996 LITTLE GIANT 32H MOBILE CRANE	329612	194,467.54 19,244 M	19,244 M	No	Soc	Engines run, out of date and no longer safe	0.00 B	0.00 Between \$20K-\$40K
45901	1993 SCHAEFF SUPER HS40 EXCAVATOR	038/0409	132,557.00 8803	8803	No	ABQ	Runs, no longer supported for parts	0.00	0.00 Between \$5K-\$10K
13420	2007 GMC YUKON SUV 4WD	1GKFK13017R261864	45,999.00 192,532	192,532	Yes	ABQ	HIGH MILES WORN SMOKES	0.00 B	0.00 Between \$2K - \$4K
47204	2000 JOHN DEERE 444H FRONT LOADER	DW444HX575712	84,498.00	84,498.00 13,555HRS YES		ALQ	TRANSMISSION IS BAD	0.00 B	0.00 Between \$10K-\$15K

Miscellaneous

	0	0
Net Book Estimated Current Value Value		
Net Book Value	0	0
Issue	Added a new truck bed, accident	Replaced the tailgate, accident
Location Issue		
Keys		
Miles/Hours Keys		
Original Cost		
VIN/SN		
Asset# Description	F250 Truck Bed only (removed from asset 43618)	F250 Tail Gate only (removed from asset 53609)
Asset#		

Field Equipment

	ा
Estimated Current Value	
Net Bool Value	0.00
Issue	MOTOR IN PIECES NOT WORKING
Location Issue	Shed 701
Keys	
Miles/Hours Keys	
Original Cost	\$17,958.00
Serial#	211026/00635518
Asset# Description	Mayco Shotcrete Pump
Asset#	3575.04

Middle Rio Grande Conservancy District
Disposal of Obsolete Assets
Exhibit A
Tools/ Assets under \$5000-Not capitalized

							Piot Dock	the contract of the contract o
Asset#	Description	Serial#	Original Cost	Miles/Hours Keys	Location	lssue	Value V	Value Value
2505.07	CRAFTSMAN DRILL PRESS	92266R0208	\$379.99		Shed 701	1 OLD UNKOWN IF FUNCTIONING	00:00	0
8785.13	Wilton Vise	NA	\$218.93		Shed 701	1 BROKEN DOESNT FUNCTION	0.00	0
NO ASSET#	Bottle Jack	NA	Unknown		Shed 701	\neg	00.00	0
140.21	MCR 5000XL ELEC BATTERY TESTER	104957	\$710.00		Shed 701		00.00	0
140.22	PRINTER FOR 140.21	23029040	Incu		Shed 701		0.00	0
8990.49	1/2" Ingersol Impact	NA	\$169.00		Shed 701		0.00	0
NO ASSET#	Qty 2 - 24v Dewalt Batteries & Charger	NA	Unknown		Shed 701		0.00	0
NO ASSET#	Qty 3 Dewalt Grinders	NA	Unknown		Shed 701		0.00	0
6626.94	Milwaukee Drill		Unknown		Shed 701		0.00	0
62578	Napa 3/8" Impact	B11072677	Unknown		Shed 701		00.0	0
NO ASSET#	Napa 1/4" impact	1102019	Unknown		Shed 701	1 BROKEN HAS BEEN REPLACED	0.00	0
66.9299	SKILL SAW 7 1/4" CIRCULAR SAW	831	\$59.97		Shed 701		00:00	0
NO ASSET#	Soldering Kit (SOLDER IT INC.)	NA	Unknown		Shed 701	-	00.00	0
NO ASSET#	KaleEquip Volt Meter	NA	Unknown		Shed 701	1 BROKEN HAS BEEN REPLACED	0.00	0
2525.39	Milwaukee Hammer Drill	NA	Unknown		Shed 701	1 BROKEN HAS BEEN REPLACED	00.00	0
8994.20	3/8" Impact CARLYLE	619080079	\$235.00		Shed 701	1 BROKEN HAS BEEN REPLACED	0.00	0
8990.97	NAPA IMPACT	NA	Unknown		Shed 701	1 BROKEN HAS BEEN REPLACED	0.00	0
NO ASSET#	HP 3820A Surveyor	NA	Unknown		Shed 701	1 NO ASSET # UNKNOWN CONDITION	0.00	0
NO ASSET#	Pentex PTS IIO5 Surveyor	NA	Unknown		Shed 701	1 NO ASSET # UNKNOWN CONDITION	0.00	0
NO ASSET#	Napa 5" Needle Scaler	NA	Unknown		Shed 701	1 COMPLETLEY BROKEN	0.00	0
NO ASSET#	Volt Light Tester	NA	Unknown		Shed 701	1 BROKEN HAS BEEN REPLACED	0.00	0
4225.62	NORCO 2 1/2TON LOW PROFILE LIFT JACK	NA	\$729.00		Shed 701	1 BROKEN HAS BEEN REPLACED	0.00	0
NO ASSET#	Craftsman Lawn Mower	NA	Unknown		Unknown	-	0.00	0
5915.24	17 GALLON LOW PROFILE ELECT OIL DRAIN	NA	\$459.99		Shed 701	1 BAD PUMP / HOLES IN THE TANK COMPLETELY BROKE 0.00	3ROKE 0.00	0
5915.30	17 GALLON LOW PROFILE ELECT OIL DRAIN	NA	\$376.93		Shed 701	1 BAD PUMP / HOLES IN THE TANK COMPLETELY BROKE	3ROKE 0.00	0
NO ASSET#	17 GALLON LOW PROFILE ELECT OIL DRAIN	NA	Unknown		Shed 701	1 BAD PUMP / HOLES IN THE TANK COMPLETELY BROKE 0.00	3ROKE 0.00	0
NO ASSET#	Stihl BackPak Sprayer	NA	Unknown		Shed 701	1 HOLES IN THE TANK COMPLETELY BROKEN	00.00	0
3375.55	FIRMAN W2000I GENERATOR	SF0902210113461	\$377.55		Shed 701	1 BROKEN HAS BEEN REPLACED	00.00	0
NO ASSET#	Various Repair Manuals		Unknown		Shed 701	1 OUT OF DATE OLD MANUALS FOR PRIOR EQUIPMENT	MENT 0.00	0
6627.81	DEWALT D28715 14" CHOP SAW	839007	\$185.14		Shed 701		00.00	0
6627.72	STIHL FS360 WEED CUTTER	184029032	\$760.00		Shed 701		3 PART 0.00	0
6627.12	STIHL FS360 WEED CUTTER	173446142	\$753.45		Shed 701	1 BROKEN IN MANY PIECES BEEN SCAVENGED FOR PART 0.00	3 PART 0.00	0
6627.22	STIHL HT131 POLE SAW/PRUNER	517162269	\$515.50		Shed 701	1 BROKEN IN MANY PIECES BEEN SCAVENGED FOR PART 0.00	3 PART 0.00	0
NO ASSET#	Carlyle Torque Wrench	NA	Unknown		Shed 701		0.00	0
NO ASSET#	Qty 4 Pony Motors	NA	\$179.00		Shed 701	1 BROKEN IN MANY PIECES BEEN SCAVENGED FOR PART 0.00	3 PART 0.00	0
NO ASSET#	Qty 30 Misc Fire Extinguishers		Unknown		Shed 701		00:00	0
NO ASSET#	Qty 2 -Truck Tool Boxes		Unknown		Shed 701	1 LARGE OLD BOXES STILL USUABLE	00:00	0
4445.09	Batchold Mower H82000	11944	\$1,940.62		Shed 701	1	00.00	0
4445.10	Batchold Mower H82000	11943	\$1,940.63		Shed 701	1	0.00	0
1760.16	NAPA 15HP AIR COMPRESSOR 120GAL	162	\$2,726.00		Shed 701	1 BROKEN HAS BEEN REPLACED	0.00	0
1023.11	Varitech Industries Tank	NA	Unknown		Shed 701		EN IN P 0.00	0
NO ASSET#	Qty3 Motors/Drives		Unknown		Shed 701	1 BROKEN IN MANY PIECES BEEN SCAVENGED FOR PART	3 PART 0.00	0
1760.23	WISCO 120 GALLON HRV10-12 COMPRESSOR	D100759	\$3,100.00		Socorro Ya	Ya BROKEN HAS BEEN REPLACED	0.00	0
2526.20	MILWAUKEE DRILL		\$590.74		Shed 701	1 BROKEN HAS BEEN REPLACED	00.00	0
8993.05	MILWAUKEE 1/2" IMPACT		\$169.00		Shed 701	1 BROKEN HAS BEEN REPLACED	00.00	0
NO ASSET#	MILWAUKEE M18 DRILL		Unknown		Shed 701	1 BROKEN HAS BEEN REPLACED	0.00	0
52578 ?	NAPA 1/2" IMPACT	ASSET # WRONG?	Unknown		Shed 701	1 BROKEN HAS BEEN REPLACED	0.00	0
8994.20	3/8 CARLYLE IMPACT	619080079	Unknown		Shed 701	1 BROKEN BEEN REPLACED	0.00	0
8921.35	MILLER MILLAMATIC 211 WELDER		\$1,290.00		Shed 701		VIT PRI 0.00	0
NO ASSET#	BRIGGS & STRATTON LAWN MOWER		Unknown		Shed 701		0.00	0
3505.38	MILWAUKEE GRINDER		\$115.56		Shed 701	1 BROKEN HAS BEEN REPLACED	0.00	0

Middle Rio Grande Conservancy District
Disposal of Obsolete Assets
Exhibit A

NO ASSET# | 2 RECHARGARI F FI ASHI IGH

Exhibit A						
NO ASSET#	NO ASSET# 2 RECHARGABLE FLASHLIGHTS		Unknown	Shed 701 1 WORKS 1 DOESN'T 0.00	0	
3375.32	MULTIQUIP 6000 GENERATOR		\$1,675.00	Shed 701 BROKEN IN MANY PIECES BEEN SCAVENGED FOR PART 0.00	0	
NO ASSET#	2 TRUCK HEADACHE RACKS (WHITE)		Unknown	AUCTION GOOD CONDITION (UNKNOWN WHAT IT FITS) 0.00	0	
NO ASSET#	INGERSOLL RAND 120 GALLON AIR COMPRESSOR 30T -462788	R 30T -462788	Unknown	Socorro Ya BEEN REPLACED BROKEN 0.00	0	
NO ASSET#	NAPA AIR COMPRESSOR		Unknown	Socorro Ya BEEN REPLACED BROKEN 0.00	0	
NO ASSET#	NO ASSET# AMMCO 2 POST LIFT	S21SSR1	Unknown	Socorro Ya BEEN REPLACED IN SHOP DAMAGED 0.00	0	
NO ASSET#	PALLET OF LITTLE GIANT CRANE EQUIPMENT	NA	Unknown	RECORDS TAKEN FROM SUPPLY INVENTORY 0.00	0	
NO ASSET#	5 BROTHER INK PRINTER CARTRIGES			Shed 701 UNUSED 0.00	0	
6626.77	MS180C CHAIN SAW 14"	274180589	\$217.23	Shed 701 BROKEN AND HAS BEEN REPLACED 0.00	0	
6628.16	STIHL MS180 CHAINSAW	536528675	\$269.99	STOLEN CLAIM ID#406 POLICE REPORT #T25002755 2/25/2025 0.00	0	
6628.08	STIHL MS180 16" CHAINSAW	536529965	\$271.99	STOLEN CLAIM ID#406 POLICE REPORT #T25002755 2/25/2025 0.00	0	
2526.30	MILWAUKEE M18 6 TOOL COMBO KIT	NA	\$698.00	STOLEN CLAIM ID#406 POLICE REPORT #T25002755 2/25/2025 0.00	0	
8993.15	MILWAUKEE M18 DRILL/IMPACT KIT	04698 & 04373	\$164.79	STOLEN CLAIM ID#406 POLICE REPORT #T25002755 2/25/2025 0.00	0	
8994.26	DEWALT 7 1/4" CIRCULAR SAW	33938	\$196.90	STOLEN CLAIM ID#406 POLICE REPORT #T25002755 2/25/2025 0.00	0	
2990 87	SNAPON VIDEO INSPECTION SCOPE	835046750	\$35 <u>4</u> 84	Shed 701 RROKEN DOFSN'T WORK		

IT Electronic Assets

ent	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Net Book Estimated Current Value Value																																		
Net Book Value	0.00	00:00	00:00	00:00	00:00	00:00	00:00	00:00	00:00	00:00	00:00	00:00	00:00	00:00	00:00	0.00	00:00	00:00	00:00	00:00	00:00	00:00	0.00	00:00	00:00	0.00	00:00	00:00	0.00	00:00	0.00	0.00	0.00	0.00
ssue	Obsolete	Obsolete	Obsolete	Obsolete	Obsolete	Obsolete	Obsolete	Obsolete	Obsolete	Obsolete	Obsolete	Obsolete	Obsolete	Obsolete	Obsolete	Obsolete	Obsolete	Obsolete	Obsolete	Obsolete	Obsolete	Obsolete	Obsolete	Obsolete	Obsolete	Obsolete	Obsolete	Obsolete	Obsolete	Obsolete	Obsolete	Obsolete	Obsolete	Obsolete
Location Issue	Shed	Shed	Shed	Shed	Records		Records	Records	Records	Records	Records	Records	Records	Records	Records	Records	Records	Records	Records	Records	Records	Records	Records	Records	Records	Records	Records	Records	Records	Records	Records	Records	Records	Records
Miles/Hours Keys																																		
Original Cost	Unknown	Unknown	\$129.99		\$1,148.00	\$0.00	\$0.00	\$425.99	\$0.00	\$1,117.58	\$1,117.58	\$1,117.58	\$1,019.14	\$0.00	\$1,117.58	\$844.55	\$808.18	\$673.94	\$830.39	\$0.00	\$673.94	\$844.55	\$1,385.29	\$2,168.05	\$1,105.95	\$997.50	\$610.00	\$0.00	\$284.00	\$126.03	\$119.85	\$264.00	\$0.00	\$0.00
Serial#		305AD1B3D	UC6Z008419		CNDCJDC1X7	U62240A1J518228	CNBF330917	VNBKLB33D1	06U6B10765	NA	NA	NA	84188	15172	NA	85431	NA	83901	85043	NA	83900	85438	R6-H3700V2	85198	NA	85276	100-127/200-240	AQ20H9NQ400616K	ME20H9LPB02708M	D4LMQS027645	E2LMQS011460	ME20H9LP808371N	ME20H9LP808399F	CRLMQS011580
Description	Cisco Catalyst 2950	Sun 611 External Drive	EPSON DS40 WIRELESS SCANNER	Qty 5 Brother TN210 Ink Cartiridges	HP LASERJET M604DN	BROTHER PRINTER/FAX	HP LASERJET 1525 PRINTER	HP LASER JET PRO MFP M477FDW	XEROX DOCUMATE 515 SCANNER	COMPUTER TOWER	INTEL 17-8700 TOWER- SHUTTLE	COMPUTER TOWER	IBM AS400 SERVER	ASUS MONITOR	SAMSUNG MONITOR	ASUS MONITOR	ASUS MONITOR	SAMSUNG MONITOR	SAMSUNG MONITOR	ASUS MONITOR														
Asset#			2268		2169	1926	1999	2322	1600	2408	2483	2409	1701	1572	2411	2171	1775	1933	1981	2926	1930	1817	2401	1773	1869	1777	1323	1896	1485	1940	2199	1461	1472	1627

Middle Rio Grande Conservancy District Disposal of Obsolete Assets

Exhibit A								1
1582	ASUS MONITOR	ACLMTF037447	\$0.00	Records		Obsolete	0.00	0
1664	ASUS MONITOR	C7LMQS011573	\$0.00	Records	Name of the last	Obsolete	0.00	0
1586	ASUS MONITOR	ACLMTF037455	\$0.00	Records		Obsolete	0.00	0
1467	SAMSUNG MONITOR	ME20H9LP808393A	\$264.00	Records		Obsolete	0.00	0
1647	ASUS MONITOR	C7LMQS011583	\$0.00	Reco	Records Ob	Obsolete	0.00	0
1462	SAMSUNG MONITOR	ME20H9LP808376J	\$0.00	Reco	Records Ob	Obsolete	0.00	0
1614	ASUS MONITOR	ACLMTF083081	\$0.00	Reco	Records Ob	Obsolete	0.00	0
2195	ASUS MONITOR	E2LMQS011475	\$119.85	Records		Obsolete	0.00	0
1628	ASUS MONITOR	C7LMQS011591	\$0.00	Records		Obsolete	0.00	0
2884	ASUS MONITOR	D7LMTF006385	\$114.79	Records		Obsolete	0.00	0
1648	ASUS MONITOR	C7LMQS011575	\$0.00	Records		Obsolete	0.00	0
1581	ASUS MONITOR	ACLMTF037437	\$0.00	Records		Obsolete	0.00	0
1466	SAMSUNG MONITOR	ME20H9LP808392Y	\$264.00	Reco	Records Ob	Obsolete	0.00	0
1553	SAMSUNG MONITOR	MY20HVKS700071D	\$0.00	Reco	Records Ob	Obsolete	0.00	0
1487	SAMSUNG MONITOR	ME20H9LPB02840F	\$0.00	Reco	Records Ob	Obsolete	0.00	0
1672	ASUS MONITOR	C7LMQS011576	\$0.00	Reco		Obsolete	0.00	0
1939	ASUS MONITOR	D4LMQS027641	\$126.03	Records		Obsolete	00:00	0
2925	ASUS MONITOR	D7LMTF006331	\$114.79	Reco	Records Ob	Obsolete	0.00	0
1638	ASUS MONITOR	B7LMTF0560305	\$0.00	Reco	Records Ob	Obsolete	0.00	0
1610	ASUS MONITOR	B7LMTF0555586	\$0.00	Reco	Records Ob	Obsolete	00:00	0
2905	ASUS MONITOR	D7LMTF006498	\$114.79	Reco	Records Ob	Obsolete	0.00	0
1943	ASUS MONITOR	D4LMQS027629	\$126.03	Reco	Records Ob	Obsolete	0.00	0
1431	SAMSUNG MONITOR	9136CCA001014	\$215.00	Records		Obsolete	0.00	0
1378	DELL LAPTOP	BV784B1	\$1,379.00	Reco	Records Ob	Obsolete	0.00	0
1379	DELL LAPTOP	CV784B1	\$1,379.00	Reco	Records Ob	Obsolete	0.00	0
1620	TOSHIBA LAPTOP	7B156402H	\$0.00	Reco	Records Ob	Obsolete	0.00	0
1616	DELL LAPTOP	35R85Q1	\$0.00	Reco	Records Ob	Obsolete	0.00	0
1272	CISCO ROUTER	JMX0618H0H5	\$1,046.50	Reco	Records Ob	Obsolete	0.00	0
1273	CISCO ROUTER	JMX0615E0R6	\$0.00	Reco	Records Ob	Obsolete	0.00	0
1276	CATALYST SWITCH	000097CB9750	\$0.00	Reco	Records Ob	Obsolete	0.00	0
1275	CATALYST SWITCH	FHK0617Y0AU	\$836.50	Reco	Records Ob	Obsolete	0.00	0
2344	FIRST DATA FD130 CC MACHINE	FD1000359868	\$487.97	Reco	Records Ob	Obsolete	0.00	0
3703	BROTHER MFC-L2750DW PRINTER	U64988E9N692644	\$249.99	OPS	UPSTAIRS Obsolete		0.00	0
1974	CANON IMAGECLASS D1350	HQS18795	\$589.95	ER&	ER&T Shop Obsolete		0.00	0
1644	HP LASERJET PRO 400 451NW	CNOG206556	\$348.99	OPS	UPSTAIRS Obsolete		0.00	0
1937	ASUS VE208 20" MONITOR	D4LMQS027643	\$126.03	OPS	UPSTAIRS Obsolete		0.00	0
2157	ASUS MONITOR	C7LMQS011566	\$126.03	UPS	UPSTAIRS Obsolete		0.00	0
	Qty 28 Various Cell Phones		Unknown	ER&T		Obsolete	0.00	0
1661	HP LASER JET P3015	VNBCCC20H3	Unknown	Reco	Records Ob	Obsolete	0.00	0



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MIDDLE RIO GRANDE CONSERVANCY DISTRICT

CERTIFICATE OF DESTRUCTION

This is to certify that I, Josh Hind Information System Manager, have officially **REMOVED** and **DESTROYED** all hard drives from all computers that have been retired including those that appear on the Disposal List (Exhibit A) that will be presented for MRGCD Board approval at their Regular Board of Directors Meeting on March 10, 2023.

Josh Hind, Information System Manager

Notary Public

My Commission Expires:

September 17, 202

STATE OF NEW MEXICO NOTARY PUBLIC Tarah Jaramillo Commission No. 1135527 September 17, 2025

Middle Rio Grande Conservancy District Board Presentation March 10, 2025



Agenda

Scope of Work

Audit Timeline

Responsibilities

Auditor's Report

Scope of Work

Scope of Work

- Audit of financial statements for June 30, 2024
- Single audit compliance testing for each major federal program
 - ALN 21.027, COVID-19 Coronavirus State and Local Fiscal **Recovery Funds**
- Compliance with NM State audit rule

Audit Timeline

Timeline of the Audit

Signed Engagement Letter August 27, 2024 **Amended Engagement Letter**

December 10, 2024

Planning

September 2024

Fieldwork

October 2024 to November 2024

Exit Conference Presentation

December 11, 2024

Independent Auditor's Report

December 12, 2024

Released from State Auditor's

February 24, 2025

Responsibilities

Auditor's Responsibilities

- Our responsibility under U.S. & Government Auditing **Standards:**
 - Form and express opinion if financial statements prepared by management are fairly presented in conformity with U.S. GAAP.
 - o Obtain reasonable, rather than absolute, assurance if financial statements are free from material misstatement.
 - o Consideration of internal controls for purpose of determining and designing audit procedures.
 - Communicate significant matters related to financial statement audit.

Management's Responsibilities

- Management, with oversight from those charged governance, is responsible for:
 - Establishing and maintaining internal controls, including monitoring ongoing activities.
 - The selection and application of accounting principles.
 - The fair presentation in the financial statements of financial position and results of operations in conformity with the applicable framework.
- Management is responsible for the design and implementation of programs and controls to prevent and detect fraud.
- The governing board participated in the entrance and exit conferences and were sent the communications required by audit standards.

Auditor's Reports

Auditor's Reports

Independent Auditor's Report

- Opinion on the Financial Statements
- Unmodified Best opinion available
- Financial statements are presented fairly in accordance with U.S. GAAP
- No audit areas where an opinion could not be rendered

Other Auditor's Report

GAGAS Report on Internal Control
Over Financial Reporting and on
Compliance and Other Matters

- Negative Assurance
- One Significant Deficiency noted

Uniform Guidance Report on *Major Program and on Internal Control over Compliance*

- Unmodified Opinion
 - ALN 21.027, COVID-19
 Coronavirus State and Local
 Fiscal Recovery Funds

Questions?

Thank you

Alan D. "A.J." Bowers, Jr., CPA, CITP
Partner

Lubbock, Texas 806-745-6789 abowers@CRIadv.com Sara Specht, CPA, CFE, CGFM Senior Manager

Albuquerque, New Mexico 505-348-9015 sspecht@CRIadv.com

