

Agenda

For Presentation at the 2,229th Regular Meeting of the Board of Directors of the Middle Rio Grande Conservancy District



November 10, 2025 – 3:00 p.m.

Zoom Meeting Link:

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

Meeting ID: 276 506 9278 and Passcode: 504470

MRGCD General Office * 1931 Second Street SW * Albuquerque, New Mexico

Meetings are held on second Mondays/month. Any questions please call the Board Liaison at (505) 247-0234.

For more information, visit our website at www.mrgcd.com

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

- 3:00 1. Pledge of Allegiance
- 3:01 2. Approval of the Agenda
- 3:03 3. Consent Agenda
 - a. Consideration/Approval of Payment Ratification October 2025
 - b. Consideration/Approval of October 2025 Invoice for Wiggins, Williams & Wesenberg, PC
 - c. Consideration/Approval of October 2025 Invoices for Spencer Fane LLP
 - d. Consideration/Approval of the Minutes for the Special Board Meeting October 10, 2025
 - e. Consideration/Approval of the Minutes for the Special Board Meeting October 14, 2025
 - f. Consideration/Approval of the Minutes for the Regular Board Meeting October 14, 2025
 - g. Memo on MRGCD Approved Licenses for October 2025 (For Informational Purposes Only)
- 3:05 4. Report(s) from the Water Operations
 - a. Report on Water Supply Conditions Anne Marken, River Operations & Telemetry Manager
 - b. Status Report on Water Distribution Matt Martinez, Irrigation Distribution Manager
- 3:25 5. Items from the Floor (Comments are limited to three (3) minutes)
- 3:40 6. Report(s) from the Department of the Interior
 - a. Bureau of Reclamation John Irizarry-Nazario, Acting Area Manager
 - b. Bureau of Indian Affairs Patrick Taber, Acting Designated Engineer
- 4:00 7. **Report(s) from the Director of Lands & Conservation –** Casey Ish
 - a. Presentation/Discussion of Cabezon Channel Easement Casey Ish, Director of Lands & Conservation
 - b. Update on Negotiated Right of Way with Western New Mexico Communications ReConnect Project for Socorro County Casey Ish, Director of Lands & Conservation and Jason M. Casuga, CE/CEO
 - c. Consideration/Approval of NM Water Resources Research Institute Grant Award for (MRGCD Fiscal Agent) Casey Ish, Director of Lands & Conservation
 - 1. Red Doc Farms -N-Drip Project
 - 2. 4 Daughters -N-Drip Project
 - d. 2025/2026 Bosque Maintenance Winter Work Plan Joanna Strange, Bosque Management Coordinator
 - e. Update on 2026 Water Conservation Leasing Program Amelia Barrow, Water Conservation Specialist
 - f. Update on 2026 Alternate Curtailment Location Amelia Barrow, Water Conservation Specialist
- 4:40 8. Report(s) from the Director of Human Resources Christine L. Nardi, MBA
 - a. Introduction of MRGCD New Hires
 - b. Consideration/Approval of the 2026 Holiday Schedule
- 4:50 9. **Report(s) from the Chief Procurement Officer** Richard DeLoia
 - a. Consideration/Approval Feeder 3 Transmission Line Phase 1 Project AUI & Bohannan Huston

- b. Consideration/Approval Corrales Siphon Construction Administration Wilson & Company
- c. Consideration/Approval Belen Highline Overflow Structure 2 Project & Construction Administration Lopez Precision & Bohannan Huston
- d. Consideration/Approval New Belen Outfall Thinning & Treatment Project Joanna Strange, Bosque Management Coordinator
- e. Consideration/Approval Rocky Mountain Youth Corps Bosque Habitat Restoration and Jetty Jack Mitigation Joanna Strange, Bosque Management Coordinator
- f. Consideration/Approval San Francisco Outfall Project Joanna Strange, Bosque Management Coordinator

5:10 10. Report(s) from the Director of Technical Services – Eric Zamora, PE

- a. Report on Belen Watershed Wilson & Company
- b. Report on 2025-2026 Off Season Construction Projects Angelina Jimenez, Angel Madera, Antoinette Ramos

5:40 11. Report(s) from the Secretary-Treasurer/CFO – Pamela Fanelli, CMA, CGFM

- Consideration/Approval of Resolution M-11-10-25-229 (budgeted) Participation in Capital Outlay Program Administered by New Mexico Department of Transportation Intersection of Alameda Boulevard and Loretta Road
- b. Consideration/Approval of Resolution M-11-10-25-230 (budgeted) Participation in Capital Outlay Program Administered by New Mexico Department of Transportation Traffic Control Devices
- c. Consideration/Approval of Resolution BA-11-10-25-107 Adoption of Amended Budget for Fiscal Year 2026 (07-01-25 to 06-30-26) Grant Fund
- d. Consideration/Approval of Resolution BA-11-10-25-108 Adoption of Amended Budget for Fiscal Year 2026 (07-01-25 to 06-30-26) General Fund

6:00 12. Report(s) from the Chief Engineer/CEO – Jason M. Casuga, PE

- a. Discussion/Approval of the Urban Advisory Committee Charter, Jason M. Casuga, CE/CEO and Casey Ish, Director of Lands & Conservation
- b. Report on the Family Farm Alliance Annual Conference, October 30-31, 2025, Reno, NV Jason M. Casuga, CE/CEO and Director Russo Baca
- c. Information on Upcoming Events:
 - 1. 2025 Annual Congreso de las Acequias, December 5-6, 2025: Las Vegas, NM
 - Colorado River Water Users Association (CRWUA) 2025 Conference, December 16-18, 2025: Las Vegas, NV
 - 3. National Water Resources Association Policy Conference, April 27-29, 2026: Washington, D.C.

6:20 13. Report(s) from the MRGCD Attorney(s) – Chief Water Counsel or General Counsel

6:30 14. Report(s) from the Board

- a. Report on the NM Water Data Initiative Workshop, Oct 14-15, 2025 Director Russo Baca
- b. Report on Corrales Farmers' Cooperative Reception, Corrales, NM, October 15, 2025 Directors Dunning and Lopez
- c. Report on the 13th Annual Tribal Water Law Super Conference, Isleta Casino Albuquerque, NM, October 16-17, 2025 Directors Jiron, Sandoval and Russo Baca
- d. Report on the CESSOS' Arenal & Atrisco Acequia Walk and Talk, October 18, 2025 Director Russo Baca
- e. Report on the New Mexico Water Resources Research Institute 70th Annual NM Water Conference, October 21-23, 2025 Director Russo Baca
- f. Report on the Middle Valley Farmers Discussion Group, October 22, 2025 Director Russo Baca
- g. Report on the Community Conversation on Water Working Group, October 25, 2025 Director Russo
- h. Report on the Whitman College Semester in the West tour of Los Chavez Outfall, October 28, 2025 Director Russo Baca

- i. Report on the Future Scenarios Planning Workshop for Drought and River Drying in the Middle Rio Grande, October 28-29, 2025 Director Russo Baca
- j. Report on the South Valley Regional Association of Acequias Meeting, November 3, 2025 Director Russo Baca
- k. Report on 6-Middle Rio Grande Pueblos Coalition, November 6, 2025 Director Russo Baca
- I. Report on MRGCD's Centennial Employee Appreciation Event & Equipment Rodeo, Socorro, NM, November 7, 2025 Vice Chair Baugh, Directors Russo Baca, Dunning

6:35 15. Executive Session

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

MEMORANDUM



To: Chairman Kelly, Board of Directors

Through: Jason M. Casuga, CEO/Chief Engineer

From: Tarah Jaramillo, Executive Assistant

Date: November 10, 2025

Re: Consideration/Approval of the Consent Agenda.

The Consent Agenda includes the MRGCD check book for the month, both legal counsel's invoices, the minutes from the Board of Directors regular meeting, and for your information, a list of the approved MRGCD licenses for October 2025.

- a. Consideration/Approval of Payment Ratification October 2025
- b. Consideration/Approval of October 2025 Invoice for Wiggins, Williams & Wesenberg, PC
- c. Consideration/Approval of October 2025 Invoices for Spencer Fane LLP
- d. Consideration/Approval of the Minutes for the Special Board Meeting October 10, 2025
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Staff Recommendation is to approve the above items within the Consent Agenda.

BT	Warrant	Vendor Name	Amount	Description	Location
### REVISED EPRATEMENT 10.0000					
### CAPTION OF ASSENDA DEPARTMENT OF ASSENDA DEPARTMENT ### SELE	EFT		24,655.03	SEPTEMBER 2025 WITHHOLDING TAX	
Part		REVERSE BEI TIKTNERVI		WORKERS' COMPENSATION FEE - QTR. 3	
Description	EFT		96.16	2025 WITHHOLDING TAX - QTR. 3	
FFT	EFT		1,022.40	2025 UNEMPLOYMENT FEE - QTR. 3	
FFT	EFT	PAYROLL	354,549.42	PAY PERIOD 20	
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154580 MARTINEZ, PHILLIP	154541	CHAVEZ, FELIX	(7,218.00)	VOIDED CHECK DATED 05.19.25	
155444	154571	GUTIERREZ, EMILY	(2,714.40)	VOIDED CHECK DATED 05.19.25	
155440	154589	MARTINEZ, PHILLIP	(565.20)	VOIDED CHECK DATED 05.19.25	
15574	155414	CESOSS	(12,500.00)	VOIDED CHECK DATED 08.08.25	
15564	155440	NED'S PIPE & STEEL	(962.00)	VOIDED CHECK DATED 08.08.25	
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Warrant	Vendor Name	Amount	Description	Location
155994	BOOT BARN	146.36	BOOT VOUCHERS	BELEN DIVISION
133774	BOOT BARRY	150.00	BOOT VOUCHERS	EQUIPMENT REPAIR & TRANS
		140.24	BOOT VOUCHERS	WATER DISTRIBUTION DIV
155995	CASTLE BRANCH, INC.	547.85	PRE EMPLOYMENT BACKGROUND CHECKS	HUMAN RESOURCES
155996	CENTURY EQUIPMENT	1,633.00	PARTS & REPAIRS UNIT 8425.22	SOCORRO DIVISION
155997	CENTURY LINK	98.04	VOIP/INTERNET	BELEN DIVISION
155998	CHOICE STEEL COMPANY	3,406.37	METAL ORDER	INVENTORY
155999	CINTAS FIRST AID	55.00	AUG26 ANNUAL WATER COOLER RENTAL	BELEN DIVISION
133777	CHATTEST THEST THE	45.00	AUG26 ANNUAL WATER COOLER RENTAL	COCHITI DIVISION
		45.00	SEPT26 ANNUAL WATER COOLER RENTAL	EQUIPMENT REPAIR & TRANS
		45.00	WATER COOLER WATER COOLER	SOCORRO DIVISION
156000	CITY OF BELEN	1,107.90	WATER COOLER WATER/SEWER/REFUSE	BELEN DIVISION
	CITY OF SOCORRO	1,107.90		
156001	CITT OF SOCORRO	245.39	NATURAL GAS	SOCORRO DIVISION
156002	CONTINENTAL DATTEDY	129.00	WATER/SEWER/REFUSE	SOCORRO DIVISION
156002	CONTINENTAL BATTERY		BATTERIES	BELEN DIVISION
		409.10	BATTERIES	SOCORRO DIVISION
15,000	CD A IC IN DEDENING INT	100.10	BATTERIES	WATER DISTRIBUTION DIV
156003	CRAIG INDEPENDENT	166.32	MOUNTED NEW TIRES	WATER DISTRIBUTION DIV
156004	CRITTERS OIL CHANGE	75.00	OIL CHANGE	WATER DISTRIBUTION DIV
156005	CUMMINS SALES & SVCS	1,746.76	MOWERMAX	INVENTORY
156006	DESERT GREENS EQUIPMENT	4,124.75	JD FILTERS	INVENTORY
		13.49	PARTS & REPAIRS	ALBUQUERQUE DIVISION
156007	DOUBLE H AUTO INC.	190.99	PARTS & REPAIRS	SOCORRO DIVISION
156008	FLEETPRIDE	95.00	PARTS & REPAIRS	ALBUQUERQUE DIVISION
		669.55	PARTS & REPAIRS	BELEN DIVISION
		8,688.91	TRANSMISSION - UNIT 44602	ALBUQUERQUE DIVISION
156009	GENUINE NAPA	485.57	PARTS & REPAIRS	BELEN DIVISION
		40.91	SHOP/WELD SUPPLIES	BELEN DIVISION
156010	GEOTEL CORPORATION	1,095.89	PRESS CLIPPING SERVICE	ADMINISTRATION
156011	GM PIPE, LLC	36,314.21	CMP PIPE	INVENTORY
156012	GRAINGER	72.71	SHOP/WELD TOOLS	WATER OPERATIONS
156013	HEIGHTS SECURITY	78.03	PARTS & REPAIRS	ALBUQUERQUE DIVISION
156014	HUNTER BOWER LUMBER	2,144.70	CONCRETE /SHOVELS	INVENTORY
		643.96	OAK PLANKS	ALBUQUERQUE DIVISION
156015	INLAND KENWORTH INC.	16.48	PARTS & REPAIRS	ALBUQUERQUE DIVISION
		267.00	PARTS & REPAIRS	BELEN DIVISION
		653.23	PARTS & REPAIRS	EQUIPMENT REPAIR & TRANS
156016	INSIGHT CONSTRUCTION	2,300.00	DAMAGE DEPOSIT REFUND	GENERAL FUND
156017	INTRAWORKS, INC.	148.79	SECURITY SERVICES	SOCORRO DIVISION
156018	J & B AUTOMOTIVE	584.40	PARTS & REPAIRS	ALBUQUERQUE DIVISION
156019	JIFFY LUBE	112.59	EMISSIONS TEST	ALBUQUERQUE DIVISION
		37.53	EMISSIONS TEST	EQUIPMENT REPAIR & TRANS
		37.53	EMISSIONS TEST	SAFETY DEPARTMENT
		70.72	EMISSIONS TEST & OIL CHANGE	SAFETY DEPARTMENT
156020	JIVE COMMUNICATIONS,	2,559.78	VOIP/INTERNET	NON DIVISION
156021	JOSE M. AGUILAR J.A	161.81	DISMOUNT TIRE	BELEN DIVISION
		122.78	FLAT REPAIR	BELEN DIVISION
		75.51	MOUNTED NEW TIRES	BELEN DIVISION
156022	MAINTENANCE SERVICE	414.10	JANITORIAL SERVICE	ALBUQUERQUE DIVISION
		2,036.03	JANITORIAL SERVICE	GENERAL OFFICE
156023	MARQUEZ, DENNIS M	1,511.10	RETIREE HEALTH INS PREMIUMS	HUMAN RESOURCES
156024	MCT INDUSTRIES, INC.	571.67	IMPELLER	SOCORRO DIVISION
156025	NAPA AUTO PARTS	16.66	FILTER	ALBUQUERQUE DIVISION
		8,620.00	OILS	INVENTORY
156026	NED'S PIPE & STEEL	42.00	SHOP/WELD SUPPLIES	BELEN DIVISION
156027	NEW MEXICO GAS CO	39.97	NATURAL GAS	BELEN DIVISION
156028	NEW MEXICO GAS CO	98.79	NATURAL GAS	COCHITI DIVISION
156029	O'REILLY AUTO PARTS	47.74	BATTERIES	COCHITI DIVISION
		18.99	OIL FILTER	WATER DISTRIBUTION DIV
		14.98	PARTS & REPAIRS	COCHITI DIVISION
		8.99	SHOP/WELD TOOLS	EQUIPMENT REPAIR & TRANS
156030	OCCUPATIONAL HEALTH			

Warrant	Vendor Name	Amount	Description	Location
156031	PACIFIC OFFICE AUTO	121.80	COPIER LEASE	ALBUQUERQUE DIVISION
130031	TACIFIC OFFICE AUTO	75.40	COPIER LEASE	EQUIPMENT REPAIR & TRANS
		382.80	COPIER LEASE	GENERAL OFFICE
		110.56	COPIER LEASE FY26	ALBUQUERQUE DIVISION
		68.44	COPIER LEASE FY26	EQUIPMENT REPAIR & TRANS
		347.45	COPIER LEASE FY26	NON DIVISION
156032	PARTS AUTHORITY	2,510.53	BALDWIN FILTERS	INVENTORY
156033	PENA BLANCA SANIT	98.19	WATER/SEWER/REFUSE	COCHITI DIVISION
156034	PNM	513.88	ELECTRICITY	ALBUQUERQUE DIVISION
		801.76	ELECTRICITY	BELEN DIVISION
		261.99	ELECTRICITY	EQUIPMENT REPAIR & TRANS
156035	POWER EQUIPMENT	1,640.03	VOLVO FILTERS	INVENTORY
156036	POWER FORD	189.66	PARTS & REPAIRS	ALBUQUERQUE DIVISION
		11.48	PARTS & REPAIRS	WATER DISTRIBUTION DIV
		39.46	PARTS & REPAIRS	WATER OPERATIONS
156037	PURCELL TIRE COMPANY	1,444.50	FOAM FILL TIRES	BELEN DIVISION
156038	QSI, INC.	2,300.00	DAMAGE DEPOSIT REFUND	GENERAL FUND
156039	RAKS BUILDING SUPPLY	10.99	SHOP/WELD SUPPLIES	SOCORRO DIVISION
156040	RED SHOVEL LLC	843.63	LANDSCAPE MAINTENANCE	GENERAL OFFICE
156041	RELIABLE CHEVROLET	218.44	DIAGNOSE & ADVISE	ALBUQUERQUE DIVISION
156042	RMCI GENERAL CONTRACTORS	2,300.00	DAMAGE DEPOSIT REFUND	GENERAL FUND
156043	ROBERTS TRUCK CENTER	515.14	PARTS & REPAIRS	ALBUQUERQUE DIVISION
		448.93	PARTS & REPAIRS	BELEN DIVISION
		582.45	PARTS & REPAIRS	SOCORRO DIVISION
156044	SAN ACACIA MDWCA	21.52	WATER/SEWER/REFUSE	SOCORRO DIVISION
156045	SNELLING	997.98	TEMP STAFFING	RIGHT OF WAY DEPARTMENT
156046	SNELLING	816.53	TEMP STAFFING	RIGHT OF WAY DEPARTMENT
156047	SOCORRO ELECTRIC	786.51	ELECTRICITY	SOCORRO DIVISION
		7,844.08	PUMP ELECTRICITY	SOCORRO DIVISION
156048	SONTEK/YSI	15,889.38	FLOWTRACKER2	WATER DISTRIBUTION DIV
156049	SOUTHERN TIRE MART	513.15	TIRES	WATER DISTRIBUTION DIV
		1,523.07	TIRES & ALIGNMENT	BELEN DIVISION
		342.10	TIRES & TIRE REPAIR	BELEN DIVISION
156050	SOUTHWEST LANDFILL	3,332.92	LANDFILL CHARGES	ALBUQUERQUE DIVISION
		5,843.64	LANDFILL CHARGES	BELEN DIVISION
156051	STAPLES ADVANTAGE	84.68	CALENDARS	ALBUQUERQUE DIVISION
		74.95	CALENDARS	GENERAL OFFICE
		248.73	PRINTER CARTRIDGES	COCHITI DIVISION
156052	TECHNOLOGY INTEGRATION	54.95	DATTO INFINITE CLOUD SERVICE	GENERAL FUND
		2,190.88	DATTO INFINITE CLOUD SERVICE	NON DIVISION
156053	TERRALOGIC DOCUMENT	8,857.54	LASERFICHE CLOUD HOSTING IMPLEMENTATION	INFORMATION SYSTEMS
156054	THOMPSON SECURITY	96.70	SECURITY SERVICES	EQUIPMENT REPAIR & TRANS
156055	TNT STARTERS AND ALT	289.00	STARTER	ALBUQUERQUE DIVISION
156056	TRANSCRIPTION	506.88	BOARD MINUTES & TRANSCRIPTIONS	BOARD OF DIRECTORS
156057	UNICOR	270.48	SHRED BINS PICKUP	ACCOUNTING
156058	UNIFIRST CORP	50.72	MECHANIC UNIFORMS	EQUIPMENT REPAIR & TRANS
156059	VALLEY FENCE	2,428.02	GATE TIMERS CRE MONTHLY SERVICE	GENERAL OFFICE
156060	VERIZON CONNECT	5,354.88	GPS MONTHLY SERVICE	EQUIPMENT REPAIR & TRANS
156061	WAGNER EQUIPMENT CO.	44.19	FUEL TUBE	ALBUQUERQUE DIVISION
156062	WILSON & COMPANY WIDER SLIDBLY INC	20,568.49	BELEN WATERSHED DOCUMENTS	GRANTS FUND
156063 156064	WIPER SUPPLY INC BERNALILLO COUNTY CL	1,007.25 75.00	SHOP TOWELS RELEASE OF LIEN	INVENTORY ACCOUNTING
	CESOSS		MOA	NON DIVISION
156065 156066	HOME DEPOT CREDIT	12,500.00 30.98	BLINDS	GENERAL OFFICE
130000	HOME DEFOT CREDIT	39.25	CENTENNIAL EVENT SUPPLIES	ADMINISTRATION
		166.57	LOCKS/ RATCHET TIE DOWNS	CONSERVATION/PLANNING
		208.00	MICROWAVE	EQUIPMENT REPAIR & TRANS
		69.20	SHOP/WELD SUPPLIES	ALBUQUERQUE DIVISION
		432.39	SHOP/WELD TOOLS	WATER OPERATIONS
156067	NED'S PIPE & STEEL	594.00	CONSTRUCTION SUPPLIES	BELEN DIVISION
130007	of h L & of LLL	508.00	SHOP/WELD SUPPLIES	BELEN DIVISION BELEN DIVISION
156068	RMYC	35,817.00	SUMMER CREW PROJECT - CONSERVATION	GRANTS FUND
156069	ROBERTS TRUCK CENTER	243,962.30	SOCORRO WATER TRUCK	CAPITAL INVESTMENT FUND SOC
156070	SAN ACACIA MDWCA	21.53	WATER/SEWER/REFUSE	SOCORRO DIVISION
156071	VALENCIA COUNTY CLERK	25.00	RELEASE OF LIEN	ACCOUNTING
156072	VALENCIA GOOTTI CLERK VALENCIA FAIR	900.00	CENTENNIAL EVENT SUPPLIES	ADMINISTRATION
156073	WILSON & COMPANY	15,570.03	CORRALES SIPHON DESIGN	GRANTS FUND
156074	BILL WILLIAMS TIRE	2,695.00	TIRES	SOCORRO DIVISION
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Warrant	Vendor Name	Amount	Description	Location
156075	4 RIVERS EQUIPMENT	49.60	FLUIDS/FILTERS	BELEN DIVISION
		6,164.30	MISC. 6105M JOHN DEERE TRACTOR/MOWER PARTS	BELEN DIVISION
156076	ACTION HOSE INC.	319.12	PARTS & REPAIRS	ALBUQUERQUE DIVISION
		256.86	PARTS & REPAIRS	COCHITI DIVISION
		60.13	SHOP/WELD TOOLS	EQUIPMENT REPAIR & TRANS
156077	ALBUQUERQUE FREIGHT	519.98	PARTS & REPAIRS	BELEN DIVISION
156078	ALBUQUERQUE GRAVEL P	570.00	CONCRETE/ SHOTCRETE	ALBUQUERQUE DIVISION
156079	ALBUQUERQUE POWER	28.81	PARTS & REPAIRS	ALBUQUERQUE DIVISION
156080	ALBUQUERQUE PUB	90.92	FY26 BOARD MEETING AD PUBLICATIONS	BOARD OF DIRECTORS
156081	AMAZON CAPITAL	159.18	CENTENNIAL EVENT SUPPLIES	ADMINISTRATION
156082	ANCHORBUILT INC.	2,204.00	REMOVE EXISTING CABINET, SINK	GENERAL OFFICE
156083	BENAVIDEZ, CAROL	544.72	RETIREE HEALTH INS PREMIUMS	HUMAN RESOURCES
156084	CENTURY EQUIPMENT	1,402.41	FILTERS	INVENTORY
		4,999.43	HYDRAULIC PUMP/RETROFIT KIT - UNIT 47026	ALBUQUERQUE DIVISION
156085	CINTAS FIRST AID	55.00	FY26 ANNUAL WATER COOLER RENTAL	BELEN DIVISION
		45.00	FY26 ANNUAL WATER COOLER RENTAL	COCHITI DIVISION
156086	COMCAST CABLE COMM.	1,036.94	VOIP/INTERNET	INFORMATION SYSTEMS
156087	CONSTRUCTION RENTAL	134.18	PARTS & REPAIRS	ALBUQUERQUE DIVISION
156088	CONTINENTAL BATTERY	129.00	BATTERIES	BELEN DIVISION
15,000	CD ALC INDEDENDENT	406.16	BATTERIES	SOCORRO DIVISION
156089	CRAIG INDEPENDENT	48.20	TIRE INSTALL	WATER DISTRIBUTION DIV
156090	CRITTERS OIL CHANGE	150.00	OIL CHANGE	WATER DISTRIBUTION DIV
156091	DESERT GREENS EQUIPMENT	55.30	PARTS & REPAIRS	BELEN DIVISION
		107.94	PARTS & REPAIRS	WATER DISTRIBUTION DIV
		683.99	POLE PRUNER/SAW	ALBUQUERQUE DIVISION
		799.99	POLE SAWS	BELEN DIVISION
156002	DOUBLE II ALTO INC	2,763.18	STIHL CHAINSAWS	ALBUQUERQUE DIVISION
156092	DOUBLE H AUTO INC.	217.67 52.24	PARTS & REPAIRS SHOP/WELD SUPPLIES	SOCORRO DIVISION SOCORRO DIVISION
156002	EVDDESS ALTO CLASS	2,775.00		
156093 156094	EXPRESS AUTO GLASS FINANCE AUTHORITY	28,852.30	TINT REMOVAL & RETINT OCT25 EQP PURCHASE	COCHITI DIVISION DEBT SERVICE
130094	FINANCE AUTHORITI	18,253.96	OCT25 EQP. PURCHASE	DEBT SERVICE DEBT SERVICE
		13,204.30	OCT25 EQUIPMENT	DEBT SERVICE DEBT SERVICE
156095	FLEETPRIDE	1,185.91	INTERNATIONAL FILTERS	INVENTORY
130093	PEETI RIDE	40.70	PARTS & REPAIRS	ALBUQUERQUE DIVISION
		75.00	PARTS & REPAIRS	EQUIPMENT REPAIR & TRANS
		136.40	PARTS & REPAIRS	SOCORRO DIVISION
		52.29	SHOP/WELD TOOLS	EQUIPMENT REPAIR & TRANS
156096	GENUINE NAPA	212.65	PARTS & REPAIRS	BELEN DIVISION
		37.98	PARTS & REPAIRS	WATER DISTRIBUTION DIV
		9.98	SHOP/WELD SUPPLIES	BELEN DIVISION
156097	GPS, LLC	257.30	OIL CHANGE	SOCORRO DIVISION
	,	273.84	TIRE REPAIR	SOCORRO DIVISION
156098	HON COMPANY	2,195.59	DIVISION DESK	BELEN DIVISION
156099	IDEAL PLUMBING	4,890.59	A/C REPAIR	GENERAL OFFICE
156100	INLAND KENWORTH INC.	283.45	PARTS & REPAIRS	ALBUQUERQUE DIVISION
156101	JOHN THOMPSON CONSULTING	12,318.75	LOBBYIST	NON DIVISION
156102	JOSE M. AGUILAR J.A	145.41	FLAT REPAIR	BELEN DIVISION
		161.81	TIRE INSTALL	BELEN DIVISION
		176.69	TIRE REPAIR	BELEN DIVISION
156103	KRONOS SAASHR, INC.	1,379.00	PAYROLL & TIME KEEPING	HUMAN RESOURCES
156104	LARRY H. MILLER	779.48	PARTS & REPAIRS	COCHITI DIVISION
156105	MAC HYDRAULIC & LUBRICATION	217.14	PARTS & REPAIRS	EQUIPMENT REPAIR & TRANS
156106	MCT INDUSTRIES, INC.	171.63	PARTS & REPAIRS	ALBUQUERQUE DIVISION
156107	NAPA AUTO PARTS	54.02	FLUIDS/FILTERS	ALBUQUERQUE DIVISION
		18.12	FLUIDS/FILTERS	EQUIPMENT REPAIR & TRANS
		49.78	PARTS & REPAIRS	ALBUQUERQUE DIVISION
		34.84	SHOP/WELD SUPPLIES	EQUIPMENT REPAIR & TRANS
		184.78	SHOP/WELD TOOLS	EQUIPMENT REPAIR & TRANS
156108	NEW MEXICO MUTUAL	36,768.88	WORKER'S COMPENSATION INS	NON DIVISION
156109	NUTRIEN AG SOLUTIONS	32,688.00	HERBICIDE	INVENTORY
156110	O'REILLY AUTO PARTS	40.72	FLUIDS/FILTERS	ALBUQUERQUE DIVISION
		12.99	PARTS & REPAIRS	ALBUQUERQUE DIVISION
		734.09	PARTS & REPAIRS	BELEN DIVISION
156111	OCCUPATIONAL HEALTH	111.93	DOT RECERTIFICATIONS	ALBUQUERQUE DIVISION
		111.93	DOT RECERTIFICATIONS	BELEN DIVISION
	2017/01/11/2	111.93	DOT RECERTIFICATIONS	COCHITI DIVISION
156112	POLING, JAMES	401.89	RETIREE HEALTH INS PREMIUMS	HUMAN RESOURCES

Warrant	Vendor Name	Amount	Description	Location
156113	POWER EQUIPMENT	131.60	PARTS & REPAIRS	BELEN DIVISION
156114	POWER FORD	133.46	PARTS & REPAIRS	BELEN DIVISION
156115	PURCELL TIRE COMPANY	665.42	TIRE	ALBUQUERQUE DIVISION
		26.75	TIRE REPAIR	WATER DISTRIBUTION DIV
156116	RAKS BUILDING SUPPLY	10.00	CONSTRUCTION SUPPLIES	SOCORRO DIVISION
		36.98	SHOP/WELD SUPPLIES	SOCORRO DIVISION
156117	RELEVANT INDUSTRIAL	124.76	PARTS & REPAIRS	ALBUQUERQUE DIVISION
47440	DODEDNIA MOVICE CONTROL	21.48	SHOP/WELD SUPPLIES	EQUIPMENT REPAIR & TRANS
156118	ROBERTS TRUCK CENTER	233.19	FLUIDS/FILTERS	BELEN DIVISION
156119	RUSH TRUCK CENTERS	86.60 203.60	PARTS & REPAIRS PARTS & REPAIRS	BELEN DIVISION BELEN DIVISION
156120	SNELLING	1,088.70	TEMP STAFFING	RIGHT OF WAY DEPARTMENT
156121	THE PRINTERS PRESS	135.00	RETURN ENVELOPES	GENERAL FUND
156122	THOMPSON SAFETY LLC	1,734.81	CONCRETE GLOVES	INVENTORY
156123	TYLER TECHNOLOGIES	701.72	TYLER ACFR STATEMENT BUILDER MODULE	ACCOUNTING
156124	UNIFIRST CORP	21.66	MECHANIC UNIFORMS	BELEN DIVISION
		99.78	MECHANIC UNIFORMS	EQUIPMENT REPAIR & TRANS
		310.81	MECHANIC UNIFORMS	SOCORRO DIVISION
156125	WAGNER EQUIPMENT CO.	1,644.05	MISC. PARTS/SUPPLIES - UNIT 57309	BELEN DIVISION
		299.10	PARTS & REPAIRS	ALBUQUERQUE DIVISION
		285.79	PARTS & REPAIRS	BELEN DIVISION
156126	WASTE MANAGEMENT	315.87	WATER/SEWER/REFUSE	COCHITI DIVISION
156127	WEX BANK	88,072.86	UNL \$26,763 DIESEL \$61,240 FEES \$70	MULTIPLE DEPTS/DIVISIONS
156128	WIPER SUPPLY INC	47.04	ALL PURPOSE CLEANER	INVENTORY
		1,555.30	TOWELS	INVENTORY
156129	VERMEER MTN WEST	1,270,900.64	TUB GRINDER	GRANTS FUND
156130	AFSCME COUNCIL 18	2,212.80	PAYROLL - UNION DUES	GENERAL FUND
156131	BOHANNAN HUSTON	5,091.47	TASK ORDER 16 SAN ACACIA	ENGINEERING
156132	BOHANNAN HUSTON	6,727.69	FEEDER 3 TASK ORDER 5	ENGINEERING CENERAL ELINE
156133	CHAVEZ FELLY	2,300.00	DAMAGE DEPOSIT REFUND	GENERAL FUND
156134 156135	CHAVEZ, FELIX CHILD SUPPORT ENFORCEMENT	7,218.00 1,175.26	2025 FULL YEAR EWLP PROGRAM PAYROLL GARNISHMENT	GRANTS FUND GENERAL FUND
156136	GUTIERREZ EMILY	2,714.40	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND GO
156137	MARTINEZ, PHILLIP	565.20	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND GO
156138	PHILIPS, DEANNA	94.40	ELECTION BOARD RECEPTION	GENERAL FUND
156139	POSTMASTER	11,700.00	WATER SERVICE CHARGE ANNUAL MAILING	ACCOUNTING
156140	RAUSCH STURM LLP	179.81	PAYROLL GARNISHMENT	GENERAL FUND
156141	RED WAGON COFFEE CO	1,506.75	CENTENNIAL EVENT - COFFEE TRUCK	ADMINISTRATION
156142	SOCORRO ELECTRIC	141.09	ELECTRICITY	SOCORRO DIVISION
156143	THOMPSON CONSTRUCTION	2,300.00	DAMAGE DEPOSIT REFUND	GENERAL FUND
156144	SPENCER FANE LLP	12,095.36	LEGAL SERVICES	NON DIVISION
156145	WATER STRATEGIES	10,000.00	FEDERAL CONSULTING	NON DIVISION
156146	WIGGINS, WILLIAMS	24,929.06	LEGAL SERVICES	NON DIVISION
156147	BILL WILLIAMS TIRE	1,069.60	TIRE/SERVICE CALL	ALBUQUERQUE DIVISION
156148	4 RIVERS EQUIPMENT	2,202.69	PARTS & REPAIRS	BELEN DIVISION
17410	Din maya	229.12	PARTS & REPAIRS	SOCORRO DIVISION
156149	A & A PUMPING	1,471.52	PUMPED OUT WASH BAY AREA	BELEN DIVISION
156150	ACTION HOSE INC.	128.43 101.21	PARTS & REPAIRS	ALBUQUERQUE DIVISION COCHITI DIVISION
156151	ALBUQUERQUE GRAVEL P	2,288.00	PARTS & REPAIRS CONCRETE/ SHOTCRETE	BELEN DIVISION
156152	ALBUQUERQUE PUB	599.16	FY26 BOARD MEETING AD PUBLICATIONS	BOARD OF DIRECTORS
156153	AMAZON CAPITAL	11.95	CENTENNIAL EVENT SUPPLIES	ADMINISTRATION
150155	111111111111111111111111111111111111111	8.54	CLEAR COVERS	GENERAL OFFICE
		320.50	COMPUTER SUPPLIES	INFORMATION SYSTEMS
		26.39	SHOP/WELD SUPPLIES	ALBUQUERQUE DIVISION
		6.99	SIGN	GENERAL OFFICE
156154	BAUGH, COLIN T.	85.76	TRANSPORTATION REIMBURSE	BOARD OF DIRECTORS
156155	BOOT BARN	144.49	BOOT VOUCHERS	WATER DISTRIBUTION DIV
156156	CENTURY EQUIPMENT	16,453.38	MISC. PARTS/SUPPLIES - UNIT 57024	BELEN DIVISION
		4,999.43	MISC. PARTS/SUPPLIES - UNIT 67018	SOCORRO DIVISION
		6,299.89	PARTS & REPAIRS	SOCORRO DIVISION
156157	CHOICE STEEL COMPANY	2,712.00	METAL ORDER	INVENTORY
		286.30	PRO PANEL/ LUMBER YARD	GENERAL OFFICE
156158	CONTINENTAL BATTERY	85.63	BATTERIES	ALBUQUERQUE DIVISION
		162.90	BATTERIES	COCHITI DIVISION
150150	CD A IC INDEDENDENCE	85.63	BATTERIES	EQUIPMENT REPAIR & TRANS
156159	CRAIG INDEPENDENT CRITTERS OIL CHANGE	27.77 75.00	TIRE REPAIR OUT CHANGE	WATER DISTRIBUTION DIV BELEN DIVISION
156160	CM1 1ERS OIL CHANGE	/5.00	OIL CHANGE	DELEN DI VISIUN

MIDDLE RIO GRANDE CONSERVANCY DISTRICT

November 10, 2025 Payments for the Period October 01, 2025 through October 31, 2025

Warrant	Vendor Name	Amount	Description	Location
		150.00	OIL CHANGE	WATER DISTRIBUTION DIV
156161	DMC LOGISTICS	296.04	BOARD MEETING PACKET DELIVERY	BOARD OF DIRECTORS
156162	DUNNING, KAREN	77.99	TRANSPORTATION REIMBURSE	BOARD OF DIRECTORS
156163	EXPRESS AUTO GLASS	500.00	WINDOW TINT	SOCORRO DIVISION
156164	FIRST CHOICE COFFEE	278.68	COFFEE SUPPLIES	GENERAL OFFICE
156165	FLOCK SAFETY	2,300.00	DAMAGE DEPOSIT REFUND	GENERAL FUND
156166	FORESTRY SUPPLIES	677.04	ROPE	SAFETY DEPARTMENT
156167	GENUINE NAPA	553.44	PARTS & REPAIRS	BELEN DIVISION
		193.98	SHOP/WELD SUPPLIES	BELEN DIVISION
156168	GOMEZ, RAY	1,973.90	RETIREE HEALTH INS PREMIUMS	HUMAN RESOURCES
156169	GPS, LLC	135.65	OIL CHANGE	SOCORRO DIVISION
	,	46.73	TIRE REPAIR	SOCORRO DIVISION
156170	HEIGHTS SECURITY	321.53	REPAIR DOOR	SOCORRO DIVISION
156171		7.08	SHOP/WELD SUPPLIES	BELEN DIVISION
	HIGH DESERT INDUSTRIAL			
156172	INTERSTATE BATTERIES	202.95	BATTERIES	SOCORRO DIVISION
156173	JARAMILLO, DANNY A.	1,642.46	RETIREE HEALTH INS PREMIUMS	HUMAN RESOURCES
156174	JIFFY LUBE	70.72	OIL CHANGE	WATER DISTRIBUTION DIV
		36.25	PARTS & REPAIRS	WATER DISTRIBUTION DIV
156175	JOSE M. AGUILAR J.A	59.33	NEW TIRE INSTALLED	BELEN DIVISION
		225.24	NEW TIRES INSTALLED	BELEN DIVISION
		256.30	TIRE REPAIR	BELEN DIVISION
156176	LINDE GAS	1,010.16	ACETYLENE & OXYGEN BOTTLE, TORCH KIT	COCHITI DIVISION
		107.74	SHOP/WELD SUPPLIES	COCHITI DIVISION
156177	MADE TO ORDER STAMP	33.27	NOTARY STAMP	HUMAN RESOURCES
156178	MORA, RUBEN	669.73	RETIREE HEALTH INS PREMIUMS	HUMAN RESOURCES
156179	NAPA AUTO PARTS	8.65	FLUIDS/FILTERS	ALBUQUERQUE DIVISION
150177	TWI TITLE TO THE IS	95.49	FLUIDS/FILTERS	BELEN DIVISION
		16.51	JANITORIAL SUPPLIES	EQUIPMENT REPAIR & TRANS
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4.54.00		241.99	PARTS & REPAIRS	ALBUQUERQUE DIVISION
156180	NEW MEXICO GAS CO	43.65	NATURAL GAS	ALBUQUERQUE DIVISION
		40.94	NATURAL GAS	EQUIPMENT REPAIR & TRANS
		37.31	NATURAL GAS	GENERAL OFFICE
156181	NEW MEXICO TRACTOR S	167.96	MISC. CHAINSAW PARTS	BELEN DIVISION
156182	O'REILLY AUTO PARTS	209.41	PARTS & REPAIRS	BELEN DIVISION
		6.20	PARTS & REPAIRS	COCHITI DIVISION
		9.22	SHOP/WELD SUPPLIES	COCHITI DIVISION
156183	OCCUPATIONAL HEALTH	154.98	DOT RECERTIFICATION/PRE SCREENING	HUMAN RESOURCES
		111.93	DOT RECERTIFICATIONS	BELEN DIVISION
156184	PARTS AUTHORITY	1,771.78	BALDWIN FILTERS	INVENTORY
156185	PNM	37.39	ELECTRICITY	ALBUQUERQUE DIVISION
150105		77.08	ELECTRICITY	BELEN DIVISION
		228.89	ELECTRICITY	COCHITI DIVISION
156196	DAVE DUILDING CUDDLY	29.99	CONSTRUCTION SUPPLIES	
156186	RAKS BUILDING SUPPLY			BELEN DIVISION
153305	DANGHEDO BUILDEDS	66.40	CONSTRUCTION SUPPLIES	SOCORRO DIVISION
156187	RANCHERO BUILDERS	6.99	MISC. PARTS/SUPPLIES	BELEN DIVISION
156188	RANDY'S ACE HARDWARE	11.80	NUTS AND BOLTS	SOCORRO DIVISION
156189	RELEVANT INDUSTRIAL	120.63	PARTS & REPAIRS	BELEN DIVISION
156190	ROBERTS TRUCK CENTER	393.00	FLEEGER FILTERS	INVENTORY
		560.81	PARTS & REPAIRS	ALBUQUERQUE DIVISION
		153.86	PARTS & REPAIRS	BELEN DIVISION
156191	RUSSELL, JIM	415.72	RETIREE HEALTH INS PREMIUMS	HUMAN RESOURCES
156192	SNELLING	1,088.70	TEMP STAFFING	RIGHT OF WAY DEPARTMENT
156193	SOUTHERN TIRE MART	250.00	PARTS & REPAIRS	BELEN DIVISION
		365.65	TIRES	BELEN DIVISION
		528.23	TIRES	EQUIPMENT REPAIR & TRANS
		946.18	TIRES & ALIGNMENT	BELEN DIVISION
		171.05	TIRES & ALIGNMENT	WATER DISTRIBUTION DIV
156194	STAPLES ADVANTAGE	81.04	OFFICE SUPPLIES	GENERAL OFFICE
150194	STIM DES AD TANTAGE	10.67	OFFICE SUPPLIES	
				HUMAN RESOURCES
156105	TECHNOLOGY INTEGRATION	6.08	OFFICE SUPPLIES	SAFETY DEPARTMENT
156195	TECHNOLOGY INTEGRATION	815.45	DATTO SAAS	INFORMATION SYSTEMS
156196	TITAN ELECTRIC INC	2,300.00	DAMAGE DEPOSIT REFUND	GENERAL FUND
156197	UNIFIRST CORP	21.66	MECHANIC UNIFORMS	BELEN DIVISION
		22.19	MECHANIC UNIFORMS	SOCORRO DIVISION
156198	V-VARGAS, ERMELINDA	445.44	RETIREE HEALTH INS PREMIUMS	HUMAN RESOURCES
156199	VALLEY SANITATION	26.50	LANDFILL CHARGES	BELEN DIVISION
156200	WAGNER EQUIPMENT CO.	402.65	CAT FILTERS	INVENTORY
		176.14	PARTS & REPAIRS	BELEN DIVISION
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Warrant	Vendor Name	Amount	Description	Location
156201	4 SISTERS LLC	1,950.00	2025 PARTIAL YEAR EWLP PROGRAM	GRANTS FUND
156202	AL LANI AHMED	633.60	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156203	ANDERSON, JOHN	1,980.00	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156204	ARAGON JOSE ANDRES	816.00	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156205	ARAGON, ALBINO J.	1,296.00	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156206	ARAGON, JOE JR.	950.40	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156207	ARMIJO, BENITO	1,231.20	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156208	ARMIJO, LAVERNE	1,358.40	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
	BACA, GERALD	564.00	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
	BACA, PATRICK G.	39,420.00	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
	BALDONADO, BONIFACIO	1,202.40	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
	BAR WD LLC	8,316.00	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
	BARBOA, ORLANDO	289.20	2025 PARTIAL SEASON EWLP PROGRAM	GRANTS FUND
	BATES, MICHAEL BENAVIDEZ ANNABELLE	244.80 3,916.80	2025 FULL YEAR EWLP PROGRAM 2025 FULL YEAR EWLP PROGRAM	GRANTS FUND GRANTS FUND
	BENAVIDEZ, ANNABELLE BENAVIDEZ, COONEY	2,307.60	2025 PARTIAL SEASON EWLP PROGRAM	GRANTS FUND
	BIELLA JAN V	705.60	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
	BISHOP, PATRICIA	2,517.60	2025 FULL YEAR EWLF PROGRAM	GRANTS FUND
	BLACKBURN, RANDALL M	2,306.40	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
	BLACKSHEAR, PHILLIP	1,248.00	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
	BOHLING SARAH	495.60	2025 PARTIAL SEASON EWLP PROGRAM	GRANTS FUND
	BOSQUE DEL SOL, LLC.	193,584.00	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
	BRADLEY WAYNE	242.40	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
	C DE BACA, ROBERT	164.40	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156225	CALLES LIVING TRUST	2,558.40	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156226	CASTILLO, JOSEPH G.	1,603.20	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156227	CAUSEY, JOEL	126.00	2025 PARTIAL SEASON EWLP PROGRAM	GRANTS FUND
156228	CAZARES, BRENDA	847.20	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156229	CHAVEZ FELIX	4,812.00	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156230	CHAVEZ REVOCABLE	3,091.20	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156231	CHAVEZ, PAUL E.	439.20	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
	COORS TRAIL COMPOUND	99.60	2025 PARTIAL SEASON EWLP PROGRAM	GRANTS FUND
	CORDOVA ARTHUR	2,812.80	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
	CORDOVA RICHARD	6,501.60	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
	CORDOVA, DARYL	6,300.00	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
	CORDOVA, TOBY	516.00	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
	CROWLEY, HARVEY GENE	308.40	2025 PARTIAL SEASON EWLP PROGRAM	GRANTS FUND
	DAVIELS, MARIA ELENA	988.80	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
	DAVENPORT, DON J. DELEHANTY, TOM	4,476.00 4,449.60	2025 FULL YEAR EWLP PROGRAM 2025 FULL YEAR EWLP PROGRAM	GRANTS FUND GRANTS FUND
	DUNCAN, ELIZABETH	292.80	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
	DUNN, JERAULD J.	276.00	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
	DURAN, LORRAINE	2,064.00	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
	DURKIN, DAWN	3,988.80	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
	EICHERT, DIANA	408.00	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
	ENGLISH, JOHN	2,344.80	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
	ESQUIBEL, JOSEPH	254.40	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156248	EXCEL BUILDERS	2,311.20	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156249	FIGGS, CATHY	1,780.80	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156250	FLAUGH, LOUISE	1,495.20	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156251	GABALDON GEORGE M	772.80	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
	GABALDON, LEO T.	4,058.40	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
	GARCIA, CASEY MARK	14,212.80	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156254	GARCIA, RAY A.	1,934.40	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
1		6,872.40	2025 PARTIAL SEASON EWLP PROGRAM	GRANTS FUND
	GARCIA, SALOMON	1,039.20	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
	GIBSON, TYE	3,444.00	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156257	GRIEGO, DAVID	573.60	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
	GRIFFIN JOE BOB	708.00	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
	GUTIERREZ EMILY HANSEN DEVOCABLE	1,809.60	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156260	HANSEN REVOCABLE	1,972.80 710.40	2025 FULL YEAR EWLP PROGRAM 2025 PARTIAL SEASON EWLP PROGRAM	GRANTS FUND GRANTS FUND
156261	HAYNES MARTIN	770.40	2025 PARTIAL SEASON EWLP PROGRAM 2025 PARTIAL SEASON EWLP PROGRAM	GRANTS FUND GRANTS FUND
	HAYNES, SIMON T.	110.40	2025 PARTIAL SEASON EWLP PROGRAM 2025 PARTIAL SEASON EWLP PROGRAM	GRANTS FUND
	HERNANDEZ GARCIA	854.40	2025 FARTIAL SEASON EWLF FROGRAM 2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
	HISE, NEIL	2,037.60	2025 FULL YEAR EWLF PROGRAM	GRANTS FUND
	JARAMILLO JOSEPH	1,312.80	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
	JARAMILLO, TARA	1,641.60	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND

Warrant	Vendor Name	Amount	Description	Location
156267	KELLEHER REVOCABLE	244.80	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156268	LARDNER, DAVID	960.00	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156269	LARSON KAREN	1,279.20	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156270	LATHAM KRISTEN	1,507.20	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156271	LEAVY, DAVID	909.60	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156272	LUNA DIEGO	700.80	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156273	LUZ DEL CIELO	2,337.60	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156274	LYON, TOBIN	547.20	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156275	MADRID, RAY	700.80	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156276	MARTINEZ, PHILLIP	376.80	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156277	MARTINEZ, WALTER	2,714.40	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156278	MCGRATTAN ALANA	540.00	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156279	MCNIEL, SAMANTHA	345.60	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156280	MESA VERDE FARMS	171.60	2025 PARTIAL SEASON EWLP PROGRAM	GRANTS FUND
156281	MIRELES, KEVIN L.	1,224.00	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156282	MITCHELL DESIREE	2,529.60	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156283	MONTANO, ISIDRO	1,743.60	2025 PARTIAL SEASON EWLP PROGRAM	GRANTS FUND
156284	MOREHEAD, OTIS	4,756.80	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156285	MORRIS, RONALD	432.00	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156286	ORR LONNIE WADE	11,388.00	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156287	ORR, DALE W.	446.40	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156288	PAISANO, ERLAND S	6,160.80	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156289	PAISANO, STUART	8,803.20	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156290	PERALTA, HERIBERTO	360.00	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156291	PEYERL, FRED	1,329.60	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156292	PREWITT, ROBERT	307.20	2025 PARTIAL YEAR EWLP PROGRAM	GRANTS FUND
156293	PRICE-SEDILLO ROBERT	5,068.80	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156294	REAL SOLUTIONS PROP	657.60	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156295	REYES REVOCABLE TRUS	1,221.60	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156296	ROMERO, GREGORIO	2,260.80	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156297	ROMERO, LEO & CARMEN	2,400.00	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156200	DOMEDO LODENZO C	566.40 3,936.00	2025 PARTIAL SEASON EWLP PROGRAM	GRANTS FUND
156298 156299	ROMERO, LORENZO C. ROMERO, LUCINDA S.	9,069.60	2025 FULL YEAR EWLP PROGRAM 2025 FULL YEAR EWLP PROGRAM	GRANTS FUND GRANTS FUND
156300	ROMERO, LUCINDA S. ROMERO, MICHAEL P	4,747.20	2025 FULL YEAR EWLP PROGRAM 2025 FULL YEAR EWLP PROGRAM	GRANTS FUND GRANTS FUND
156301	ROMERO, PABLO	8.044.80	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156302	ROSACKER, CECILIA	532.80	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156303	ROY D. MERCER LLC	20,847.60	2025 PARTIAL SEASON EWLP PROGRAM	GRANTS FUND
156304	ROYBAL, JOE	1,094.40	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156305	RUBEN R MARQUEZ	12,235.20	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156306	S & S FARM LLC	15,247.20	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156307	SALAZAR, EMILIANO	976.80	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156308	SANCHEZ DORIS	448.80	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156309	SANCHEZ JR., CHARLIE	2,056.80	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156310	SANCHEZ ROBERT	343.20	2025 PARTIAL SEASON EWLP PROGRAM	GRANTS FUND
156311	SANCHEZ, BENITO	4,725.60	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156312	SANCHEZ, JOSE M.	448.80	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156313	SANCHEZ, MARIE	1,317.60	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156314	SANCHEZ, MATTHEW L.	3,038.40	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156315	SCHWEBACH, MICHAEL	7,425.60	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156316	SENA, RUBY	1,749.60	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156317	SILVA, PAUL	624.00	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156318	SNAKE RANCH LLC	2,846.40	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
		1,776.00	2025 PARTIAL SEASON EWLP PROGRAM	GRANTS FUND
156319	TAPIA, LAWRENCE S	696.00	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156320	TAPIA, LOUIE H.	720.00	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156321	THOMAS, STEPHEN W	360.00	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156322	THUNBORG, PHYLLIS	1,761.60	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156323	TORRES, RAMON E.	1,768.80	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156324	TRAFTON TARA MAYA	168.00	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156325	TRUJILLO, DAVID F.	1,503.60	2025 PARTIAL SEASON EWLP PROGRAM	GRANTS FUND
156326	ULIBARRI, ROBERT	1,315.20	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156327	VENTANA GRANDE LLC	1,884.00	2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156328 156329	WEST, RICHARD E. WHITE CHARLES	1,708.80 703.20	2025 FULL YEAR EWLP PROGRAM 2025 FULL YEAR EWLP PROGRAM	GRANTS FUND
156329	WHITE, CHARLES ZTG FAMILY TRUST	734.40	2025 FULL YEAR EWLP PROGRAM 2025 FULL YEAR EWLP PROGRAM	GRANTS FUND GRANTS FUND
156331	ZURIS, PATRICIA R	286.80	2025 PARTIAL YEAR EWLP PROGRAM	GRANTS FUND GRANTS FUND
156332	CF PADILLA, LLC	1,233,679.38	LFCC PHASE II	GRANTS FUND
150552		1,233,017.30		OLU I LI DI CILD

Warrant	Vendor Name	Amount	Description	Location
4.5.00	DILL WILLIAMS TYPE	·- · -	TIPE DEPAIR OF DAIR COLLEGE	AL DUQUED QUE D'ANGUAN
156333	BILL WILLIAMS TIRE	474.67	TIRE REPAIR/SERVICE CALL	ALBUQUERQUE DIVISION
156334	4 RIVERS EQUIPMENT	37.76 93.48	FLUIDS/FILTERS PARTS & REPAIRS	ALBUQUERQUE DIVISION ALBUQUERQUE DIVISION
		140.30	PARTS & REPAIRS	BELEN DIVISION
		4,626.35	PARTS & REPAIRS - UNITS 57108 & 57117	BELEN DIVISION
156335	ACTION HOSE INC.	363.64	PARTS & REPAIRS	ALBUQUERQUE DIVISION
		86.12	PARTS & REPAIRS	BELEN DIVISION
		180.98	PARTS & REPAIRS	COCHITI DIVISION
156336	ADVANCE AUTO PARTS	1,016.88	BRAKE CLEANER/FLUIDS	INVENTORY
156337	ALBUQUERQUE GRAVEL P	665.00	CONCRETE/ SHOTCRETE	ALBUQUERQUE DIVISION
		1,456.00	CONCRETE/ SHOTCRETE	BELEN DIVISION
156338	ALBUQUERQUE PUB	72.93	LEGAL AD	PURCHASING
156339	ALL AMERICAN PUMPING	115.00	FY26 OCT25 ANNUAL PO PORTABLE TOILET RENTAL	SOCORRO DIVISION
156340	ALLSTATE HYDRAULICS	2,658.31	PARTS & REPAIRS	BELEN DIVISION
156241	AMAZON CADITAL	675.00	PARTS & REPAIRS	SOCORRO DIVISION
156341	AMAZON CAPITAL	52.94 15.80	CASH BOX CLEANING SHEET / LENS WIPES	GENERAL OFFICE ALBUQUERQUE DIVISION
		15.80	CLEANING SHEET / LENS WIPES CLEANING SHEET / LENS WIPES	BELEN DIVISION
		15.80	CLEANING SHEET / LENS WIPES CLEANING SHEET / LENS WIPES	COCHITI DIVISION
		55.90	CLEANING SHEET / LENS WIPES	INFORMATION SYSTEMS
		15.80	CLEANING SHEET / LENS WIPES	SOCORRO DIVISION
		240.72	COMPUTER SUPPLIES	INFORMATION SYSTEMS
		23.70	SAFETY SUPPLIES	GENERAL OFFICE
		61.74	SHOP/WELD TOOLS	EQUIPMENT REPAIR & TRANS
156342	AMERESCO INC	423.00	SOLAR PANEL	INVENTORY
156343	ANM, INC.	1,394.82	ANM - MS PROJECT LICENSES	INFORMATION SYSTEMS
156344	AWARDS ETC. LLC	7.50	NAME PLATE	GENERAL OFFICE
156345	BOBCAT OF ALBUQUERQUE	399.21	PARTS & REPAIRS	ALBUQUERQUE DIVISION
156346	BOOT BARN	179.95	BOOT VOUCHERS	SOCORRO DIVISION
		144.50	BOOT VOUCHERS	WATER DISTRIBUTION DIV
4.5.0.45	GEN THE TOTAL TO STATE OF THE TOTAL TO THE TOTAL THE TOTAL TO THE TOTAL THE TOTAL TO THE TOTAL THE TOTAL TO T	101.99	BOOT VOUCHERS	WATER OPERATIONS
156347	CENTURY EQUIPMENT	4,980.61	MOWER BLADES	INVENTORY
156249	CENTELIDY LINIZ	6,785.30	MOWER BOLTS	INVENTORY
156348 156349	CENTURY LINK CONSERVANCY OIL CO	196.00 6,858.50	VOIP/INTERNET OILS	SOCORRO DIVISION INVENTORY
156350	CONSTRUCTION RENTAL	279.82	STHIL	INVENTORY
156351	DESERT GREENS EQUIPMENT	218.56	PARTS & REPAIRS	SOCORRO DIVISION
156352	FLEETPRIDE	1,017.21	PARTS & REPAIRS	ALBUQUERQUE DIVISION
156353	FRESNO VALVES	151,320.00	TURNOUTS	INVENTORY
156354	GENUINE NAPA	24.17	PARTS & REPAIRS	BELEN DIVISION
156355	INTERWEST SAFETY	641.50	NO PARKING SIGNS - CABAZON CHANNEL	RIGHT OF WAY DEPARTMENT
156356	IRON HORSE WELDING	8,400.00	TRAVEL MOTOR - UNIT 67303	SOCORRO DIVISION
156357		75.67	OIL CHANGE	WATER DISTRIBUTION DIV
156358	LEGALSHIELD	605.50	LEGAL SHIELD	GENERAL FUND
156359	LEVEL 3 FINANCING IN	263.87	VOIP/INTERNET	BELEN DIVISION
		1,414.39	VOIP/INTERNET	COCHITI DIVISION
		1,552.45	VOIP/INTERNET	INFORMATION SYSTEMS
156260	MCSWEENEY HIDITH	263.87 125.81	VOIP/INTERNET DETIDEE HEALTH INS DDEMILIMS	SOCORRO DIVISION
156360 156361	MCSWEENEY, JUDITH NAJMI, YASMEEN	125.81 548.44	RETIREE HEALTH INS PREMIUMS RETIREE HEALTH INS PREMIUMS	HUMAN RESOURCES HUMAN RESOURCES
156362	NAPA AUTO PARTS	18.12	FLUIDS/FILTERS	ALBUQUERQUE DIVISION
150502	TALLA AUTOTAKIS	36.26	PARTS & REPAIRS	ALBUQUERQUE DIVISION ALBUQUERQUE DIVISION
		330.51	SHOP/WELD SUPPLIES	EQUIPMENT REPAIR & TRANS
		67.36	SHOP/WELD TOOLS	EQUIPMENT REPAIR & TRANS
156363	NED'S PIPE & STEEL	95.96	SHOP/WELD SUPPLIES	COCHITI DIVISION
156364	O'REILLY AUTO PARTS	65.08	PARTS & REPAIRS	BELEN DIVISION
156365	PNM	1,025.43	ELECTRICITY	ALBUQUERQUE DIVISION
		24.26	ELECTRICITY	BELEN DIVISION
		1,462.56	ELECTRICITY	GENERAL OFFICE
156366	POWER EQUIPMENT	390.52	FLUIDS/FILTERS	BELEN DIVISION
		1,186.29	PARTS & REPAIRS	ALBUQUERQUE DIVISION
		443.91	PARTS & REPAIRS	BELEN DIVISION
156367	RAKS BUILDING SUPPLY	13.26	MATERIALS	SOCORRO DIVISION
156368	ROBERTS TRUCK CENTER	699.03	PARTS & REPAIRS	ALBUQUERQUE DIVISION
	any concerns	408.62	PARTS & REPAIRS	BELEN DIVISION
156369	SDV CONSTRUCTION,	32,815.00	EXTERIOR DOOR - OPERABLE WINDOWS	GENERAL OFFICE
156370	SOUTHERN TIRE MART	327.70	TIRE TIDE DEDAID	ALBUQUERQUE DIVISION WATER OPERATIONS
		31.41	TIRE REPAIR	WATER OPERATIONS

Warrant	Vendor Name	Amount	Description	Location
156371	STAPLES ADVANTAGE	462.86	OFFICE CHAIRS/SUPPLIES	BELEN DIVISION
156372	SUMMIT ELECTRIC SUPP	231.94	CONSTRUCTION SUPPLIES	BELEN DIVISION
156373	TAS SECURITY SYSTEMS	40.24	SECURITY SERVICES	BELEN DIVISION
156374	THE PRINTERS PRESS	1,800.00	WHITE WINDOW ENVELOPES	GENERAL OFFICE
156375	THOMPSON SAFETY LLC	15.00	CONCRETE GLOVES	INVENTORY
		458.50	FIRST AID SUPPLY	GENERAL OFFICE
		2,142.00	WINTER GLOVES	INVENTORY
156376	UNIFIRST CORP	43.32	MECHANIC UNIFORMS	BELEN DIVISION
		99.78	MECHANIC UNIFORMS	EQUIPMENT REPAIR & TRANS
		22.19	MECHANIC UNIFORMS	SOCORRO DIVISION
156377	4 RIVERS EQUIPMENT	651.91	DIAGNOSE & REPAIR	ALBUQUERQUE DIVISION
130377	4 KIVEKS EQUIFMENT		FLUIDS/FILTERS	, ,
		495.59		SOCORRO DIVISION
		371.54	PARTS & REPAIRS	ALBUQUERQUE DIVISION
		108.17	PARTS & REPAIRS	SOCORRO DIVISION
		1,173.34	WHEEL CENTERS, HARDWARE - UNIT 57023 & 57024	BELEN DIVISION
156378	ACOSTA EQUIPMENT INC	57.74	SHOP/WELD SUPPLIES	SOCORRO DIVISION
156379	ACTION HOSE INC.	742.72	PARTS & REPAIRS	ALBUQUERQUE DIVISION
156380	ALBUQUERQUE GRAVEL P	693.00	CONCRETE/ SHOTCRETE	ALBUQUERQUE DIVISION
		208.00	CONCRETE/ SHOTCRETE	BELEN DIVISION
156381	ALFRED APPRAISAL	5,381.25	APPRAISAL 2ND ST	RIGHT OF WAY DEPARTMENT
156382	ALLSTATE HYDRAULICS	644.23	PARTS & REPAIRS	BELEN DIVISION
156383	AMAZON CAPITAL	59.09	WHITE DRY ERASE BOARD	BELEN DIVISION
156384	AMAZON CAPITAL	319.18	CENTENNIAL EVENT SUPPLIES	ADMINISTRATION
150501		33.34	COMPUTER SUPPLIES	INFORMATION SYSTEMS
		512.97	SOLAR LIGHTS /SECURITY LIGHTING	ALBUQUERQUE DIVISION
156295	ALITOMATED ELECTION			, ,
156385	AUTOMATED ELECTION	186,526.55	ELECTION DIRECTOR AND MANAGEMENT	BOARD OF DIRECTORS
156386	BOOT BARN	178.45	BOOT VOUCHERS	ALBUQUERQUE DIVISION
		144.50	BOOT VOUCHERS	EQUIPMENT REPAIR & TRANS
		318.73	BOOT VOUCHERS	WATER DISTRIBUTION DIV
		127.49	BOOT VOUCHERS	WATER OPERATIONS
156387	BRUCKNER TRUCK SALES	2,443.68	DIAGNOSE AND REPAIR - UNIT 44415	ALBUQUERQUE DIVISION
156388	BUSTED STEM	555.21	TIRE REPAIR	ALBUQUERQUE DIVISION
156389	CASTLE BRANCH, INC.	420.20	EMPLOYMENT SCREENING	HUMAN RESOURCES
156390	CENTURY EQUIPMENT	1,305.80	MOWER HEX BOLTS & NUTS	INVENTORY
		22.52	PARTS & REPAIRS	ALBUQUERQUE DIVISION
		656.20	PARTS & REPAIRS	BELEN DIVISION
		394.34	PARTS & REPAIRS	COCHITI DIVISION
		768.18	PARTS & REPAIRS	SOCORRO DIVISION
156391	CHOICE STEEL COMPANY	40.26	SHOP/WELD SUPPLIES	ALBUQUERQUE DIVISION
150571	CHOICE STEEL COM THAT	249.00	SHOP/WELD SUPPLIES	COCHITI DIVISION
156392	CINTAC EIDST AID	25.66		
130392	CINTAS FIRST AID		FIRST AID SUPPLIES	ALBUQUERQUE DIVISION
		21.57	FIRST AID SUPPLIES	COCHITI DIVISION
		48.84	FIRST AID SUPPLIES	EQUIPMENT REPAIR & TRANS
		88.27	RESTOCK FIRST AID CABINETS	GENERAL OFFICE
156393	CITY OF BELEN	740.48	WATER/SEWER/REFUSE	BELEN DIVISION
156394	CONTINENTAL BATTERY	85.63	BATTERIES	BELEN DIVISION
		129.00	BATTERIES	SOCORRO DIVISION
		270.54	BATTERY	INVENTORY
156395	CRITTERS OIL CHANGE	75.00	OIL CHANGE	BELEN DIVISION
		75.00	OIL CHANGE	WATER DISTRIBUTION DIV
156396	DESERT GREENS EQUIPMENT	208.84	FLUIDS/FILTERS	SOCORRO DIVISION
		311.65	PARTS & REPAIRS	BELEN DIVISION
		188.84	PARTS & REPAIRS	SOCORRO DIVISION
		260.81	RESTOCKING FEE	BELEN DIVISION
156397	ESI, INC.	16,517.75	FIRE RISK MODELING	CONSERVATION/PLANNING
156398	ESRI	349.78	IMAGE ANALYST FOR GIS	GIS/MAPPING
156398	FIRST CHOICE COFFEE	74.60	COFFEE CREAMER	GENERAL OFFICE
156400	GENELER, DAVID	765.26	RETIREE HEALTH INS PREMIUMS	HUMAN RESOURCES
156401	GENUINE NAPA	1,113.09	PARTS & REPAIRS	BELEN DIVISION
		20.38	PARTS & REPAIRS	WATER DISTRIBUTION DIV
		115.62	SHOP/WELD SUPPLIES	BELEN DIVISION
		42.99	SHOP/WELD TOOLS	BELEN DIVISION
156402	GPS, LLC	126.92	FLUIDS/FILTERS	SOCORRO DIVISION
		310.14	TIRE REPAIR	SOCORRO DIVISION
156403	GRAINGER	123.10	WEB SLING	SAFETY DEPARTMENT
156404	HEIGHTS SECURITY	249.56	SERVICE CALL	SOCORRO DIVISION
156405	HI-LINE ELECTRIC CO.	233.10	SHOP/WELD SUPPLIES	EQUIPMENT REPAIR & TRANS
156406	HIGH DESERT INDUSTRIAL	75.00	SHOP/WELD SUPPLIES	BELEN DIVISION

MIDDLE RIO GRANDE CONSERVANCY DISTRICT November 10, 2025

Payments for the Period October 01, 2025 through October 31, 2025

Warrant	Vendor Name	Amount	Description	Location
156407	INLAND KENWORTH INC.	83.30	PARTS & REPAIRS	ALBUQUERQUE DIVISION
156408	IRON HORSE WELDING	4.378.26	DIAGNOSE & REPAIR - UNIT 44418	ALBUQUERQUE DIVISION ALBUQUERQUE DIVISION
156409	JOSE M. AGUILAR J.A	219.84	FLAT REPAIR	BELEN DIVISION
		59.33	TIRE REPAIR	ALBUQUERQUE DIVISION
		852.85	TIRE REPAIR	BELEN DIVISION
156410	LEGALSHIELD	605.50	LEGAL SHIELD	GENERAL FUND
156411	LINDE GAS	32.46	SHOP/WELD SUPPLIES	ALBUQUERQUE DIVISION
		324.90	TORCH KIT	EQUIPMENT REPAIR & TRANS
156412	MCSWEENEY, JUDITH	125.81	RETIREE HEALTH INS PREMIUMS	HUMAN RESOURCES
156413	MOORE, DINA E.	200.00	RODENT MANAGEMENT	BELEN DIVISION
156414	NEW MEXICO GAS CO	55.27	NATURAL GAS	BELEN DIVISION
156415	O'REILLY AUTO PARTS	31.23	FLUIDS/FILTERS	COCHITI DIVISION
		648.40	PARTS & REPAIRS	BELEN DIVISION
	0.000 1000 1000 1000 1000 1000 1000 100	31.99	PARTS & REPAIRS	SOCORRO DIVISION
156416	OCCUPATIONAL HEALTH	331.49	PHYSICALS	ALBUQUERQUE DIVISION
		331.49	PHYSICALS	BELEN DIVISION
		111.93	PHYSICALS PHYSICALS	SOCORRO DIVISION
156417	PACIFIC OFFICE AUTO	154.98 369.15	COPIER LEASE	WATER DISTRIBUTION DIV GENERAL OFFICE
156418	PARTS AUTHORITY	759.15	BALDWIN FILTERS	INVENTORY
156419	PENA BLANCA SANIT	92.19	WATER/SEWER/REFUSE	COCHITI DIVISION
156420	PNM	61.12	ELECTRICITY	ALBUQUERQUE DIVISION
130420	1144	268.41	ELECTRICITY	EQUIPMENT REPAIR & TRANS
156421	RAIN FOR RENT	4,388.16	CORRALES PUMP RENTAL	ALBUQUERQUE DIVISION
		62,551.71	CORRALES PUMP RENTAL	CAPITAL INVESTMENT FUND ABQ
156422	RANDY'S ACE HARDWARE	11.76	PARTS & REPAIRS	SOCORRO DIVISION
156423	ROBERTS TRUCK CENTER	158.67	PARTS & REPAIRS	ALBUQUERQUE DIVISION
		289.04	PARTS & REPAIRS	SOCORRO DIVISION
156424	ROBERTS TRUCK CENTER	36.32	PARTS & REPAIRS	BELEN DIVISION
156425	SNELLING	1,088.70	TEMP STAFFING	RIGHT OF WAY DEPARTMENT
156426	SOUTHERN TIRE MART	283.36	TIRES	BELEN DIVISION
		1,573.96	TIRES	SOCORRO DIVISION
156427	SOUTHWEST CONSTRUCTION	179.99	PARTS & REPAIRS	BELEN DIVISION
156428	SPECIALTY COMMUNICATIONS	161.44	RADIO REPEATER	WATER OPERATIONS
156429	STAPLES ADVANTAGE	210.88	OFFICE SUPPLIES	ALBUQUERQUE DIVISION
		177.12	OFFICE SUPPLIES	GENERAL OFFICE
156430	THE PRINTERS PRESS	161.00	WATER SERVICE CHARGE ENVELOPES	GENERAL FUND
156431	UNICOR	270.48	SHRED BINS PICKUP	ACCOUNTING
156432	UNIFIRST CORP	21.66 22.19	MECHANIC UNIFORMS	BELEN DIVISION
156433	UNIFORMS & MORE LLC	216.00	MECHANIC UNIFORMS EMPLOYEE SHIRTS	SOCORRO DIVISION BELEN DIVISION
130433	UNIFORMS & MORE LLC	522.00	ISO JACKETS	WATER DISTRIBUTION DIV
156434	UNUM LIFE INSURANCE	12,142.49	LIFE/DISABILITY INSURANCE	GENERAL FUND
156435	WAGNER EQUIPMENT CO.	36.87	PARTS & REPAIRS	BELEN DIVISION
130433	WHONER EQUILIBERY CO.	30.07	THE CREATING	BELEK BIVISION
Credit Card Pay	ment			
900076	WELLS FARGO BANK	279.96	AIRFARE CRWUA CONFERENCE E. ZAMORA	EXEC TEAM
		484.00	CENTENNIAL EVENT SUPPLIES	ADMINISTRATION
		3,874.50	CHAT GPT SUBSCRIPTION	INFORMATION SYSTEMS
		50.75	STARLINK INTERNET	EL VADO
		399.99	WI-FI EQUIPMENT	EL VADO
		350.00 612.29	FIRST AID/CPR/AED TRAINING HORIZONTAL ENGINE/MOTOR & FLOOR JACKS	SAFETY DEPARTMENT BELEN DIVISION
		192.56	HORIZONTAL ENGINE/MOTOR & FLOOR JACKS	SOCORRO DIVISION
		168.94	HOTEL CRWUA CONF. J. CASUGA	EXEC TEAM
		167.43	HOTEL EL VADO DAM JOSH H.	INFORMATION SYSTEMS
		40.51	INTERMEDIA SEPT25	INFORMATION SYSTEMS
		895.00	NM WATER LAW CONFERENCE E. ZAMORA	EXEC TEAM
		250.00	NMPPA CONFERENCE TRAINING R. DELOIA	PURCHASING
		250.00	NMPPA CONFERENCE TRAINING R. VARELA	PURCHASING
		633.98	PRINTER CARTRIDGES	EQUIPMENT REPAIR & TRANS
		825.54	RECOVERY STRAPS	SAFETY DEPARTMENT
		1.08	SEPT25 ZENDESK TALK USAGE SUBSCRIPTION	INFORMATION SYSTEMS
		1,128.98	STARLINK PERFORMANCE KIT	BELEN DIVISION
		1,154.39	STARLINK PERFORMANCE KIT	COCHITI DIVISION
		2,154.41	STARLINK PERFORMANCE KIT	EL VADO
		1,154.39	STARLINK PERFORMANCE KIT	SOCORRO DIVISION
I		841.63	SUBSCRIPTION BENTLEY SYSTEMS	ENGINEERING

Varrant	Vendor Name	Amount	Description	Location
900076	WELLS FARGO BANK	43.71	VOIP/INTERNET	BELEN DIVISION
		65.00	VOIP/INTERNET	COCHITI DIVISION
		150.00	WILDLAND URBAN FIRE SUMMIT FEE A. BARROW	CONSERVATION/PLANNING
		150.00	WILDLAND URBAN FIRE SUMMIT FEE K. WARD	RIGHT OF WAY DEPARTMENT
		383.19	ZOOM SUBSRIPTION 9/29/2025 - 09/28/2026	INFORMATION SYSTEMS
		1,697,425.72 1,287,488.53 60,310.56 3,154,597.34	TOTAL PAYROLL TOTAL CHECKS/EFT - GENERAL FUND TOTAL CHECKS - DEBT SERVICE FUND TOTAL CHECKS - GRANT FUND	
		306,514.01	TOTAL CHECKS - CAPITAL INVESTMENT FUND	
		\$ 6,506,336.16	GRAND TOTAL	
				<u> </u>
	Pamela S. Fanelli, CMA, CGFM		John P. Kelly, Chairman	
	Secretary-Treasurer/CFO		MRGCD Board of Directors	

MINUTES OF THE SPECIAL MEETING CANVASSING ELECTION RESULTS OF THE BOARD OF DIRECTORS OF THE MIDDLE RIO GRANDE CONSERVANCY DISTRICT

OCTOBER 10, 2025 - 10:00 A.M.

Directors having been duly notified; Chairman John P. Kelly called the special meeting to order at 10:10 am. The following Directors and Staff were present:

DIRECTORS		STAFF		
John P. Kelly, Chairman	Present	Jason Casuga	Chief Engineer/CEO	
Colin T. Baugh, Vice Chairman	Present	Lorna Wiggins	General Counsel	
Brian Jiron, Director	Present	Pamela Fanelli	Secretary-Treasurer/CFO	
Stephanie Russo Baca, Director	Present	Christine Nardi	Director of Human Resources	
Glen Duggins, Director	Absent	Eric Zamora	Director of Technical Services	
Michael T. Sandoval, Director	Present	Amanda Molina	Director of Communications	
Karen Dunning, Director	Present	Casey Ish	Director of Lands/Conservation	

The following names of individuals were interested viewers, callers and/or participants
Tim Smith, AES
DeAnna Philips, MRGCD
Picasso Montez, AES
Josh Hind, MRGCD
Chris Lopez
Tarah Jaramillo, MRGCD

AGENDA ITEM NO. 1 – PLEDGE OF ALLEGIANCE

Director Dunning led the Pledge of Allegiance at today's meeting.

Chairman Kelly declared a quorum, and the meeting was publicly noticed. This meeting was a hybrid meeting with Director Duggins absent. Rollcall votes will not be necessary for regular motions.

AGENDA ITEM NO. 2 – APPROVAL OF THE AGENDA

Director Russo Baca made the **MOTION TO APPROVE THE MEETING AGENDA**. Seconded by Vice Chairman Baugh. The **MOTION CARRIED UNANIMOUSLY**.

<u>AGENDA ITEM NO. 3 - CANVASSING OF RESULTS</u> - Tim Smith, Automated Election Services

Mr. Smith read the summary of the results of the canvass, which were Karen Dunning for Bernalillo County Director, Position 3, Colin T. Baugh for Bernalillo County Director, Position 4, Joe Christopher Lopez for Socorro County Director, Position 6, and Michael T. Sandoval for Sandoval County, Position 7. He stated that the total votes cast in the 2025 MRGCD Election was 259.

Director Dunning asked if they encountered any problems at any of the voting locations or if there was anything they learned from the election.

Mr. Smith responded that they need to put more effort in poll worker training and maybe provide a book at each site on how to operate the equipment and the process.

Director Russo Baca stated she received a call that someone tried to vote, and it was closed down, and she also noted that there were no votes at the Northern Socorro Senior Center.

Mr. Smith answered that the poll worker that was assigned that day was a no show, and at the Northern Socorro Senior Center, no one showed up to vote. He said there was a provisional there, but it was rejected.

Vice Chairman Baugh asked Mr. Smith if this was the lowest voting turnout he has seen in the District.

Mr. Smith answered yes, by a significant margin.

Vice Chairman Baugh asked what is the best way for the District going forward to engage a deeper voter base and advertise it. He also asked if they had put out signs for the locations.

Mr. Smith responded that he feels the biggest way to get maximum turnout is to move to a hybrid type election and incorporate a mass mailout to help reach a significant number of voters while still maintaining a few poll sites for people to show up and vote if they wish. He stated that they will improve on signage. He added that Mr. Casuga recommended having giant signs that say no one will be turned away for the next election.

Vice Chairman Baugh asked if they had a number on how many people were turned away or not found in the data system.

Mr. Smith explained that since it is an ID required election, they request ID from the voter and the poll workers use that for voter lookup, but sometimes the legal name on the ID does not match the name on a deed. He did not have a number for how many people were turned away, but he personally had five or six call-ins for provisionals that could not be found in the record.

Mr. Casuga added that we do not have a voter registration process, so we have to rely on the data that is processed from the counties on owners of land. He agreed that we need to do a better job in the future and should not be turning away people to vote because we cannot find them in our system. He commented that people who show their IDs but are not found in the system need to be given a provisional ballot and not turned away. He voiced that they knew the votes in this election were going to be low, as there was no competition. He expects the 2027 Election to have higher volumes of votes cast, as they have time to plan for that.

Ms. Wiggins asked how this turnout compared to other uncontested elections they have handled in the past.

Mr. Smith answered that it depends on the agency, as state ran elections that are uncontested are usually just called and they win outright, but those that do still have an election always have a lower turnout with uncontested races.

Director Dunning believes going to a hybrid system might solve the provisional issues.

Mr. Casuga expressed that as they plan for the 2027 election, the hybrid election process will pose unique challenges on how they coordinate with the Pueblos. He said because of the nature of the qualified electors list coming from the Governor's office and the fact that they are not generally given mailing addresses when they come from the Pueblos, it could take two years of planning to make sure everything is organized with the Pueblos.

Chairman Kelly asked if the people that get hand-tallied are notified that their vote counted.

Mr. Smith responded that his understanding is that they do not.

Chairman Kelly said that seems like a good thing to do and common courtesy.

Mr. Casuga responded that they would add that to lessons learned for next time.

Director Russo Baca made the MOTION TO APPROVE DECLARATION OF RESULTS/CERTIFICATION OF OFFICIAL CANVASS. Seconded by Chairman Kelly. Rollcall vote was administered with all members voting yes. The MOTION CARRIED.

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

With no further comments, questions, or concerns, Chairman Kelly adjourned the meeting at 10:31 am.

Approved to be the correct Minutes of the Board of Directors of October 10, 2025.

ATTESTED:	
Pamela Fanelli, CMA, CGFM Secretary-Treasurer/CFO	John P. Kelly, Chairman MRGCD Board of Directors

MIDDLE RIO GRANDE CONSERVANCY DISTRICT

2025 BOARD ELECTION October 7, 2025

OFFICIAL ELECTION RESULTS



BERNALILLO COUNTY DIRECTOR POSITION 3	EARLY VOTING	ELECTION DAY	HAND TALLY	TOTAL
KAREN DUNNING	29	43	2	74
BERNALILLO COUNTY DIRECTOR POSITION 4	EARLY VOTING	ELECTION DAY	HAND TALLY	TOTAL
COLIN T. BAUGH	28	45	2	75
SOCORRO COUNTY DIRECTOR POSITION 6	EARLY VOTING	ELECTION DAY	HAND TALLY	TOTAL
JOE CHRISTOPHER LOPEZ	24	42	1	67
SANDOVAL COUNTY DIRECTOR POSITION 7	EARLY VOTING	ELECTION DAY	HAND TALLY	TOTAL
MICHAEL T. SANDOVAL	11	31	1	43

Total votes cast for the 2025 Middle Rio Grande Conservancy District Election: 259

CERTIFICATION

We, the undersigned elected officials of the Middle Rio Grande Conservancy District, do hereby certify the above to be a true and accurate abstract of the votes cast for the candidates shown herein for the election held on Tuesday, October 7, 2025. We further certify that said election was conducted pursuant to Article 14 NMSA, 1978 and Rule 20 as amended.

Chair Vice Chair Stockholm Buch At-Large Director	Signed	Director Director
		Director

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

OCTOBER 14, 2025 - 1:30 P.M.

Directors having been duly notified; Chairman Kelly called the special meeting to order at 1:44 pm. The following Directors and Staff were present:

DIRECTORS		STAFF		
John P. Kelly, Chair	Present	Jason Casuga	Chief Engineer/CEO	
Colin T. Baugh, Vice Chair	Present	Lorna Wiggins	General Counsel	
Brian Jiron, Director	Absent	Joe Holvey	General Counsel	
Stephanie Russo Baca, Director	Present	Pamela Fanelli	Secretary-Treasurer/CFO	
Glen Duggins, Director	Present	Eric Zamora	Director of Technical Services	
Michael T. Sandoval, Director	Present	Casey Ish	Director of Lands & Conserv.	
Karen Dunning, Director	Present	Amanda Molina	Director of Communications	
		Christine Nardi	Director of Human Resources	

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

Chris Lopez	Judge Kristopher N. Houghton	John Thompson, MRGCD
Matthew Lopez	Adam Turner, Courts of Appeals	DeAnna Philips, MRGCD
Carlos M. Lopez	David Montoya	Josh Hind, MRGCD
Monette Hardern-Lopez	Howard Higgins	Raquel Dawson, MRGCD
Doug Strech, MRGCD		•

AGENDA ITEM NO. 1 – PLEDGE OF ALLEGIANCE

Chris Lopez and his grandchildren led the Pledge of Allegiance at today's meeting.

Chairman Kelly declared a quorum, and the meeting was publicly noticed. This meeting was a hybrid meeting. Director Jiron was not present at today's meeting. Rollcall votes will not be necessary for regular motions.

AGENDA ITEM NO. 2 - CALL TO ORDER

a. Oath of Office of Newly Elected MRGCD Directors - Honorable Judge Kristopher
 N. Houghton

Judge Houghton expressed to the newly elected MRGCD Directors that they have agreed to do the best for their community. He expressed the importance of their role on the MRGCD board and the hard decisions they will sometimes have to make. He reminded them that humility is the most important thing a person can have in a position of public trust, as well as kindness, and the importance of their work is instilling public trust in these institutions. He stated that they need to listen to people and their concerns and really try to understand, and to be consistent across people and groups as much as they can. He added to keep an open mind to their colleagues as well. Judge Houghton stated the last thing is clarity, to try to be as clear as possible when making decisions and helping the public understand how you came to make that decision. He then invited the below Directors, one by one, to the podium to take their oath of office.

- 1. Bernalillo County Position No. 3 Karen Dunning
- 2. Bernalillo County Position No. 4 Colin T. Baugh

- 3. Socorro County Position No. 6 J. Chris Lopez
- 4. Sandoval County Position No. 7 Michael T. Sandoval

Judge Houghton swore in the newly elected directors.









b. Presentation of Election Certificate

Each Director signed their Oath of Office Certificate after being sworn in.

c. Recognition of Outgoing Board Member - Glen Duggins

The MRGCD recognized long-term and outgoing, once an At-Large Director Glen Duggins, from Socorro County.

Chairman Kelly thanked Director Duggins for his service, all he did for the Middle Rio Grande Valley, and for championing farming. Directors and staff thanked Director Duggins as well.

Mr. Casuga presented Director Duggins with an appreciation plaque and jacket.

Director Duggins shared that he has learned a lot, and it has been a very big privilege, and he enjoyed it. He thanked the Board for what they do and for the relationship they had. He added that MRGCD staff is second to none and as good as they get.



With no further comments, questions, or concerns, Chairman Kelly adjourned the meeting at 2:13 pm.

Approved to be the correct Minutes of the Board of Directors of October 14, 2025.

ATTESTED:

Pamela Fanelli, CMA, CGFM Secretary-Treasurer/CFO John P. Kelly, Chairman MRGCD Board of Directors

MINUTES OF THE 2,228th REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE MIDDLE RIO GRANDE CONSERVANCY DISTRICT

OCTOBER 14, 2025

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

DIRECTORS			STAFF
John P. Kelly, Chair	Present	Jason M. Casuga	Chief Engineer/CEO
Colin T. Baugh, Vice Chair	Present	Lorna Wiggins	General Counsel
Brian Jiron, Director	Present	Jeff Wechsler	Chief Water Counsel
Stephanie Russo Baca, Director	Present	Pamela Fanelli	Secretary-Treasurer/CFO
J. Chris Lopez, Director	Present	Eric Zamora	Director of Technical Services
Micheal T. Sandoval, Director	Present	Anne Marken	River Ops. & Telemetry Mgr.
Karen Dunning, Director	Present	Matt Martinez	Irrigation Distribution Manager

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

Christine Nardi, MRGCD Casey Ish, MRGCD Myriam Rice, Corrales Santiago Candelaria Tony Tafoya, Corrales Ken Richard, USBR Yasmeen Najmi	Nicole Friedt, AMAFCA Janell Mayes, Corrales Chris Perea, Wilson & Co. Jeremy Tobet, PNM Mitchell McClellan, PNM Jennifer Faler, USBR Nathan Molina, ABQ City Council	Kristy LaMariana, Corrales Debra Mayes, Corrales Adam McClellan, PNM Alec Parhm, PNM Jen Bachus, USBR John Irizarry, USBR Katrina Gallegos, SVRA
Elaine Hebard	Joaquin Baca, ABQ City Council	Amanda Molina, MRGCD
Dave Montoya Kelsey Martinez, PNM	Cecilia Rosacker, RGALT Jesus Florez, PNM	Amy Erickson, RGALT George Benavidez, PNM
DeAnna Philips, MRGCD	Josh Hind, MRGCD	Tarah Jaramillo, MRGCD

AGENDA ITEM NO. 1 – PLEDGE OF ALLEGIANCE

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

Chairman Kelly declared a quorum, and the meeting was publicly noticed. This meeting was a hybrid meeting. Rollcall votes will not be necessary for regular motions.

AGENDA ITEM NO.2 - APPROVAL OF THE AGENDA.

Chairman Kelly moved item 8(a), Ms. Faler's report, up to Item 5, after the Report on Title Transfer.

Mr. Casuga stated that they would not be getting a Final Report on the Belen Watershed, item 11a., due to the government shutdown, so Mr. Zamora will present an update on the rain events and associated damage in Valencia and Socorro Counties instead.

Director Russo Baca made the MOTION TO APPROVE THE MEETING AGENDA WTH THE ABOVE CHANGES. Seconded by Director Sandoval. The MOTION CARRIED UNANIMOUSLY.

AGENDA ITEM NO. 3 - CONSENT AGENDA

- a. Consideration/Approval of Payment Ratification October 14, 2025
- b. Consideration/Approval of September 2025 Invoice for Wiggins, Williams & Wiggins
- c. Consideration/Approval of September 2025 Invoices for Spencer Fane LLP
- d. Consideration/Approval of the Minutes for the Special Board Meeting September 8, 2025
- e. Consideration/Approval of the Minutes for the Regular Board Meeting September 8, 2025
- f. Memo on MRGCD Approved Licenses for September 2025 (For Informational Purposes Only)

Director Dunning noted that they spent more on tree removal this month than they put in the budget for the whole year. She wanted to make sure they budget for that next year.

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

AGENDA ITEM NO. 4 - CONSIDERATION/APPROVAL OF COOPERATIVE AGREEMENT WITH ALBUQUERQUE METROPOLITAN ARROYO FLOOD CONTROL AUTHORITY (AMAFCA) FOR THE CORRALES MAIN CANAL - Jason M. Casuga, CE/CEO and Nicole M. Friedt, PE, CFM, Director of Planning & Engineering, AMAFCA

Mr. Casuga expressed that the agreement does not include any expenditure of funds, as it is an agreement that MRGCD and AMAFCA are agreeing to partner on and the funds for the study will come from AMAFCA first. The end goal is to identify a project that could be collaborative between both of them. For any future expenditures after the study is done, identification of a project requires both bodies to bring it for approval.

Nicole Friedt voiced that the AMAFCA Board and staff appreciate the partnership with MRGCD and look forward to continued partnership. She explained that the Corrales Main Canal is something they have joint oversight on. She said they have a jurisdictional dam that discharges to that facility and provides irrigation, and they have an existing joint maintenance agreement for the facility. She explained that the facility is falling into disrepair, with a very thin shotcrete layer, so they are trying to find a solution on how to address the maintenance issues and potentially remove the gated structure on the jurisdictional dam to allow more free release.

Chairman Kelly voiced that it's his understanding that their studies for the Piedras Mercatus Dam show the spillway could overtop during a future conditions 100-year event, partly due to the dam being a gate principal spillway outlet. Therefore, after a storm event, the Flood Control Authority calls MRGCD to shut down the Corrales Main Canal or divert at the Calabacillas Arroyo, and then AMAFCA opens the gate up. He said that if they are able to start discharging the flood control dam during the peak of a storm, they gain that volume of water as storage in the dam, so by being able to use our canal or installing a parallel pipe in the right-of-way and being able to outlet the dam during the storm, it may save them a lot of money from making the dam higher and redoing the spillway. He expressed that this is an agreement they should move on and it should come to the Board.

Director Russo Baca made the MOTION TO APPROVE THE COOPERATIVE AGREEMENT WITH AMAFCA FOR THE CORRALES MAIN CANAL. Seconded by Vice Chair Baugh. The MOTION CARRIED UNANIMOUSLY.

AGENDA ITEM NO. 5 - NOTICE OF PHASE 2 TITLE TRANSFER WITH THE U.S. DEPARTMENT OF INTERIOR BUREAU OF RECLAMATION - Jason M. Casuga, CE/CEO, Kenneth Richard and Jennifer Bachus, Bureau of Reclamation

Ken Richard discussed the authority, scope, history of Reclamation's involvement, the 1951 contract, the Title Transfer 2019 legislation, what is in the Phase 2 Title agreement, the process, and status. He explained that they used the 2019 Dingell Act for Phase 1 and they are using it now. The scope of the first phase was the southern half of MRGCD and Phase 2 will cover Bernalillo County, and they are using the same methods used in Phase 1 for mapping, technical, and legal. He noted that this title transfer does not include Pueblo lands or infrastructure.

Jennifer Bachus discussed more history and Reclamation's role in the Middle Rio Grande's Project. She clarified that although she and Mr. Richard represent Reclamation, they are not speaking on behalf of the Corps today. She stated that in the 1970s. O&M was transferred for the majority works to MRGCD and the remainder was transferred as part of the Phase 1 Title Transfer process that occurred in August 2021. She said repayment was made in 1999, with a key remaining step of getting congressional approval to do the title transfer. The Dingell Act gave Reclamation broad authority throughout the west to do title transfer without having to go to Congress for approval on each individual title transfer, which enabled this to move forward. She voiced that there are certain eligibility requirements, including that it has to be transferred work where O&M is done by the District, the District has to operate the facility and be capable of doing that moving forward, the transfer has to be in the financial interest of the U.S., no significant unmitigated effect on to the environment, public and tribal interest will be protected. water delivery obligations are fulfilled, and compliance with Federal and State laws. Ms. Bachus added that Reclamation has to comply with NEPA, which is the National Environmental Policy Act, and they established a categorical exclusion (CE) just for Title Transfer, which streamlined the NEPA process. She said that as long as it meets the qualification factors in that CE and does not trigger extraordinary circumstances, we can use the CE and not have to do a more thorough NEPA process.

Mr. Richard talked about Phase 2 and covered some of the elements of the Phase 2 agreement. He expressed that Reclamation will transfer ownership of Project Works to the District through a quick claim deed and the District will draft, file and record the deed, and accept the facilities as is after signing. He said the District must post an online map showing the boundaries of the title transfer and continue its current uses, and Reclamation needs to maintain access, as their river maintenance program will continue in that area, as well as Phase 1. He shared that prior agreements remain in effect and non-transferred works and pueblo-related obligations will be unchanged. He explained that once transferred, Project Works will no longer be federally owned or eligible for federal project benefits, the District will take over licensing and responsibilities, and the U.S. will no longer be liable unless something is occurring pre-transfer. Mr. Richard added that the agreement does not authorize funding or future financial obligations beyond legal appropriations, no enforceable rights to outside, and prohibits special benefits to officials.

Ms. Bachus discussed where they are at in the process from an environmental and cultural compliance standpoint. She said they found this eligible for the categorical exclusion and they have to comply with the Endangered Species Act (ESA). They do not believe the Title Transfer itself will cause effects to ESA listed species and they provided a memorandum to the U.S. Fish and Wildlife Service to reflect that. She added that they also have to comply with the National Historic Preservation Act, and they are in the process of consultation with the New Mexico State Historic Preservation Office, SHPO, which they believe will end with a memorandum of agreement. She added that the District is working on a memorandum of understanding with

SHPO for cultural historic features moving forward post-transfer. She shared they are hoping to finalize compliance and transfer agreement this month, and then it will go through a notice to Congress. Their goal is to have a signing ceremony and sign the transfer agreement for Phase 2 in the first part of 2026.

Chairman Kelly thanked them for the presentation and the staff who helped with Phase 1 and Phase 2. He stated this is very important to MRGCD as they work on levees with the Corps.

Director Dunning clarified that MRGCD never declared bankruptcy.

Chairman Kelly asked if they will still have non-Pueblo lands in Sandoval County when this is complete.

Mr. Casuga responded that everything targeted in Phase 1 and Phase 2 for the Dingell Act was strategically targeted as non-complex. He said that when it comes to tribal land, there needs to be a conversation between the federal government and MRGCD.

Director Dunning understood that for parts that are Pueblo land, the Bureau thinks it wouldn't fall under the exception that was part of the 2019 Act, saying it can be done without getting authorization from Congress.

Mr. Casuga voiced that is correct. He added that under the Dingell Act, they are looking for noncomplex and nothing that would trigger a congressional action other than presenting it before Congress once the Secretary of Interior signs off on it.

See Appendix I for MRG Phase 2 Title Transfer summary.

AGENDA ITEM NO. 6 - REPORT(S) FROM THE DEPARTMENT OF INTERIOR

a. Bureau of Reclamation - Jennifer Faler

Ms. Faler first shared that the Blanco River is flooding, which is good news for San Juan Chama. She said they are fighting debris to divert as much water as possible and are making arraignments to mobilize resources from other offices when the water recedes to get it cleaned back out and be ready for next year. However, it was not great rain for Pagosa Springs. She gave an update on the Corrales Siphon Project, stating that they are finally attacking it from their perspective section of the river and MRGCD's perspective critical infrastructure. She shared that their plan is to start at the bottom and work their way up and make sure they stay out of each other's way. She shared that they finally got on board with the National Academy of Sciences Study when they realized they can advocate for policy and legislative changes, because what they need at this point is changes in policy and legislation to do more with the water that we have. store it higher in the system, get rid of evaporations, and look at other things. She noted that they are ready to move forward on that, with the support of MRGCD and the State; however, the Corps is not ready to move forward yet. Ms. Faler expressed that the new biological opinion they are working on out of the settlement with Wild Earth Guardians will come to a full update in November.

Ms. Faler shared that they did not shut down, as they looked at the books and figured out they could keep everybody working for two weeks and only furloughed 400 out of 4000 people. She noted that runs out this Friday, so they will have to look at funding and what and who will continue past then. They are hoping to keep all of their contracts

moving and there are no indications that their reduction in force will be any larger than what they originally thought in April. All other work in the Albuquerque Area Office is moving forward and the team is united and working well together. Ms. Faler shared that she will be leaving the Bureau of Reclamation and taking a job in Hawaii as the Capital Projects Division Manager, for the Board of Honolulu, Board of Water Supply, which is the water district that serves the island of Oahu. She assured the Board that she has built an amazing, resilient team that will take it from here and do a great job.

Chairman Kelly and the directors thanked Ms. Faler for all she has done and wished her luck.

Mr. Casuga recognized Ms. Faler for her passion and commitment to the people, culture and environment diversity of the Middle Rio Grande Valley, and presented her with a plaque and challenge coin.



a. Bureau of Indian Affairs - Patrick Taber, Acting Designated Engineer
Patrick Taber with Bureau of Indian Affairs was not present at today's meeting.

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

a. Report on Water Supply Conditions - Anne Marken, River Operations & Telemetry Manager

Anne Marken gave a report on water supply conditions. She stated that the Rio Grande Basin has continued to receive rainfall from the remnants of tropical storms in the Pacific and they are expected to continue for the next couple of days. After which, a cold front will move in and bring freeze warnings to much of New Mexico. She voiced that over the weekend, there were significant rain inflows to the rivers in southern Colorado and the Del Norte Gage hydrograph showed about 7,000 CFS. She said the Alamosa Gage peaked at 612 on the first pulse and the Lobatos Gage was at 216 CFS this morning. She believes they will see additional rain inflow into the Middle Valley by the end of the week. She shared that the La Puente Gage was 500 CFS and the Otowi Gage was 250 CFS, and inflow into the Middle Valley is about 240 CFS below the dam. Ms. Marken added that she expects river discharge to climb later in the week as the northern inflows work their way into the system. After irrigation season ends, they will coordinate with the BOR and Corps of Engineers to remove the remaining prior and paramount water stored

at El Vado and Abiquiu, which is currently around 26,000-acre feet, and move it through the Middle Valley into the Elephant Butte Dam. Therefore, people should expect elevated river flows in November and December. She shared that New Mexico ended 2024 with a Compact debt of about 124,000 acre feet, and so far New Mexico has under delivered onto the Compact, but the state usually makes up ground on its deliveries at the end of the year. She expressed that La Nina conditions are present and expected to go through December 2025 to February 2026, with a 55% chance of transitioning into ENSO neutral conditions between January and March. The NWS seasonal outlook is showing above average temperatures and below average precipitation from December to February.

Director Dunning was disappointed to hear they will not get further out of debt, as it sounds like they will have as much debt at the end of this year than they did at the beginning.

Ms. Marken responded that the rainstorms have probably helped with Compact deliveries and the Elephant Butte Dam is down, so it is hard to know how much was delivered there, but she believes they will see benefits from that. However, there is a possibility that New Mexico will grow its debt this year.

Mr. Casuga added that rain is a fickle thing, and the final accounting will not happen until the end of the year when the state does it. He shared that storm patterns have been developing west to east, and will hopefully hit the basin, and they believe that Rio Salado and Rio Puerco Basin have received quite a bit of water and is ready to run if they can get some of the intense rain events there. He said they need to ensure during times like this that they are hopefully breaking even by their own efforts and allowing monsoon events to help pay back debt.

Director Baugh asked Ms. Marken to talk about the San Juan Chama.

Ms. Marken expressed that she was told there is likely going to be another late season San Juan Chama allocation, but she did not know how much.

See Appendix II for Anne Marken's Water Supply Update.

Status Report on Water Distribution - Matt Martinez, Irrigation Distribution Manager

Mr. Martinez reported on water distribution. He stated they have just over two weeks remaining for non-Pueblo deliveries and about a month left for Pueblo operations. He said this fall has brought long-awaited rainfall and continued operational challenges, and while rain provided much needed relief, it also led to damage to facilities and ongoing operational constraints. He noted they have been out of prior and paramount only operations since late August, which has allowed them to maintain rotations to non-Pueblo users above Isleta and deliver more water to southern users. By mid-September, they were able to reach areas that had gone a long time without water and divert more water to the Socorro Division. He shared that as the month progressed, rainfall and runoff favored the Middle Valley rather than flowing through Cochiti Dam, which helped ease irrigation demand and improve supply, but storm activity complicated operations and caused repeated damages to the irrigation system. He noted that a hailstorm last week caused a series of arroyos to run into several vulnerable canals and causes erosion, sediment plugs, and breaches. Mr. Martinez thanked the field staff for their

quick cleanup and repair work, but urged people to recognize some of the canals may not be operable for the remainder of the season. He added that heavy deposition from recent rains caused the failure of the diversion gate at San Acacia, which is now down for repairs. He said they are doing what they can to flush and sluice the sediment that has accumulated across the canal system until they can do extensive dredging during the offseason. He shared they will shift towards late season delivery requests while preparing systems for offseason maintenance and winter shutdown. He acknowledged the ISOs, ISSs, and Division crews for their hard work and thanked irrigators for their patience and resilience. The last scheduled day of irrigation season for 2025 is October 31st, and they will continue delivering to the Pueblos until November 15th.

Director Russo Baca thanked the staff, as she has been getting calls about damage and staff has been handling them in the most appropriate manner.

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

Elaine Hebard

Ms. Hebard commented on the draft Urban Advisory Committee Charter and said she was glad to see the idea of open membership to all users and stakeholders within Bernalillo, Valencia, Sandoval, and Socorro Counties. However, she did not agree with opening it to everybody outside of the benefited area, as she felt that would dilute the value of the advice given to the Board. She voiced that those who live inside the benefitted area that do not irrigate have a lot of issues and pay a lot of taxes. She mentioned that it is really important for all of us to reduce the depletions, as that impacts everyone urban and rural. She suggested having community conversations with the county boards and creating water conservation committees. She stated that she is glad the board members attend various meetings, but she wanted to hear specifically what they learn at the meetings that would be a benefit to all of us.

See also Appendix III.

Tony Tafoya

Mr. Tafoya thanked Mr. Casuga and staff for the work they did on getting the siphon off the ground and providing Corrales with as much water as possible and presented a chile rista. He also welcomed Director Lopez to the Board.



Dave Montoya

Mr. Montoya suggested encouraging more people to use the acequias, because when they walk along them, it compacts and keeps them from having to be maintained as much. He said they could do that by keeping access to the acequias and keeping them usable, as well as adding signage. He voiced that in the past, they benefited from the Sandia Pueblo bleed water in Alameda and the North Valley, and he was hoping they could do that again and utilize some of that tieback water that is now going to the Atrisco Drain and bypassing the North Valley. He shared that he went to go vote and had to go back and get his ID for the first time, and asked them to reconsider that rule.

Katrina Gallegos

Ms. Gallegos appreciated the prior comments about the acequias. She explained that she lives behind the Rogers Lateral and Adriana Villar is still messing up the acequia. She said she has built a raised bed garden into the acequia and is continuing, which is unacceptable and preventing people from going back there and walking, to which she threatens them. She stated that she would like to see the Board do more about that situation because it needs to stop. She also added there's an elder that has a tree going over the acequia into her yard that she is afraid is going to fall, so she asked Ms. Gallegos to see who she needs to contact about that.

Ms. Wiggins responded that they learned of what Ms. Villar was doing to the acequia and they immediately sent people out to observe it. They then filed a motion with the court and she was sanctioned and is currently paying off that sanction. She said when they heard this week that there was additional activity, they sent staff out again and they are responding and asking the court to ensure she understands that she does not have the legal right to keep people from accessing that area. She assured that if Ms. Villar continues this and ignores court orders, they will ask the court for more sanctions.

Chairman Kelly added that they can meet with Mr. Zamora about the tree issue.

Santiago Maestas

Mr. Maestas informed the Board of the election results of the acequia commissioners and mayordomos that was held October 6th. He explained that officer of the community ditches or acequias elected consists of three commissioners and one mayordomo, and their duties entail maintaining easements, assisting members in cleaning out community ditches, and obtaining capital outlay funding from local legislators for repairs and removal of trees obstructing the acequias or properties. He voiced that they charged Adriana Villar with a criminal misdemeanor for interfering with the acequia, and the DA continues to pursue that in District Court.

See also Appendix IV.

Kristy Lamariana

Ms. Lamariana, along with her neighbor, Debra Mayes, who she shares an easement with, came to discuss the recent letter from the District ordering them to remove their fencing that was previously approved by Michael Padilla. She noted that the fencing never blocked or interfered with MRGCD operations, but they are demanding removal, while allowing and encouraging public use of this maintenance easement for walking, biking, and horseback riding. She stated that use is outside the lawful scope of the easement and the recorded grant allows MRGCD to maintain and operate channels and flood control improvements, not authorize recreation or public access of any kind. She mentioned that in the Albuquerque Journal, on October 7th, a board member acknowledged that MRGCD was not insured for recreation and relies on State Risk Management Division, meaning that the landowners bear the liability for injuries that may occur on their property. She expressed that public use has brought out harm, vandalism, graffiti, drug activity, homeless encampments, and gunfire, including a bullet through

her bedroom window. Ms. Lamariana commented that the CEO told her that he told Corrales Police to stop responding to their trespass calls, which is unacceptable. She added that equestrians were given permission to enter through her property and were caught tearing down her fending to access the Bosque. They asked the Board to take simple law actions, which include acknowledging in writing that the easement does not provide public access, withdrawing the fencing removal direction, installing and supporting fencing, gates and signage to prevent unauthorized public use at both ends of both easement accesses at MRGCD's cost, collaborating with landowners to clearly define easement boundaries and protect our property rights and their operations, and immediately installing gates and fencing to prevent them from dealing with the parking lot.

See also Appendix V.

Myriam Fernandez Rice

Ms. Rice, a neighbor of Ms. Lamariana, stated that in the last few years, there has been a dramatic increase in usage of that area and crime in the neighborhood, and she has personally had to call the police because a man was exposing himself to her from his car in the parking lot. She asked why her neighbors should have to allow a parking lot on part of their property that has led to all this criminal activity. She was in support of installing a fence across the easement to give MRGCD the access they need while also protecting the rights of private landowners, and discouraging criminal activity. She commented that they are on the edge of Albuquerque, on the corner of Corrales Road and Alameda, so a parking lot there encourages it to be a meeting point for things like dropping off drugs.

Chairman Kelly asked Mr. Casuga to provide a briefing on the location, issues, and the terms and conditions of the easement at the November Board Meeting in regard to these comments. He also asked Ms. Wiggins to look at the easement.

Yasmeen Najmi

Ms. Najmi congratulated Director Lopez and all the other reseated board members. She also congratulated and thanked DeAnna Philips for all her work at the MRGCD and being a wonderful coworker and friend.

<u>AGENDA ITEM NO. 9 - REPORT(S) FROM THE HUMAN RESOURCES DEPARTMENT</u> - Christine L. Nardi, MBA

a. Introduction of MRGCD New Hires

Ms. Nardi first congratulated everyone that was reelected, welcomed Mr. Lopez, and wished Ms. Faler the best. She introduced the new hires and promotions, which include a promotion to medium equipment operator in the Albuquerque Division and a new Assessment and Collection Clerk I and new Human Resources Coordinator in the General Office.

b. Recognition of Retiring Employee - DeAnna Philips, GIS Tech II/Board Liaison

Mr. Casuga recognized DeAnna Philips' retirement from the MRGCD and awarded her a plaque to show appreciation for her years of loyal and dedicated service to the MRGCD. DeAnna was hired in February of 2000 with a bachelor's degree in business administration. She has worked in MRGCD's Mapping and GIS department for a significant portion of her career but also took on the duties of Board Liaison in 2019.

Ms. Philips shared that she was very appreciative of the opportunity to have been here and learned so much. She thanked her fellow staff members and said she was leaving MRGCD in good hands with Tarah Jaramillo.

The Board presented Ms. Philips with a retirement gift and thanked her for her hard work and congratulated her on retirement.





<u>AGENDA ITEM NO. 10 - REPORT(S) FROM THE CHIEF PROCUREMENT OFFICER</u> - Richard DeLoia

a. Consideration/Approval of Socorro Channel Lining Phase 2B

Mr. DeLoia presented for the Socorro Main Channel Lining Phase 2B Project. He said MRGCD is requesting approval to Sanchez Demolition, for a total of \$6,878,359.05, with tax, as funded through the Water Trust Board grant process. He stated this award was recommended by Wilson & Company.

Chairman Kelly asked if they have bonds, insurance, and the license to do this type of project. Mr. Perea answered yes.

Vice Chair Baugh made the MOTION TO APPROVE THE AWARD OF THE SOCORRO MAIN CHANNEL LINING PHASE 2B PROJECT TO SANCHEZ DEMOLITION FOR A TOTAL OF \$6,878,359.05, WITH TAX. Seconded by Director Russo Baca. The MOTION CARRIED UNANIMOUSLY.

b. Consideration/Approval of Socorro Channel Lining Phase 2B Construction Administration

Mr. DeLoia presented for the approval for the Socorro Channel Lining Phase 2B construction administration task order, which is part of the Water Trust Board grant process. Staff is recommending award to Wilson & Company for \$287,495.50, with tax, through MRGCD's on-call engineering contracts.

Chairman Kelly looked at the proposal and fully supported recommending it for approval, as they have to have the inspection work out there and MRGCD does not have the staff to do the day-to-day inspections and manage a materials testing program.

Director Russo Baca made the MOTION TO APPROVE THE AWARD OF THE SOCORRO CHANNEL LINING PHASE 2B CONSTRUCTION ADMINSTRATION TO WILSON & COMPANY FOR \$287,495.50. Seconded by Vice Chair Baugh. The MOTION CARRIED UNANIMOUSLY.

AGENDA ITEM NO. 11 - REPORT(S) FROM THE DIRECTOR OF TECHNICAL SERVICES - Eric Zamora. PE

a. Update on Valencia and Socorro Counties Rainfall Events

Mr. Zamora updated the Board on last week and this weekend's storm events and showed a video and images of the water and damage from across the District, including in the Veguita area, San Juan Main Canal, Las Nutrias, Garcia Ditch, San Francisco Ditch, the Lemitar Lateral area, and the New Mexico Boys Ranch. He shared that as of last Friday, he and Mr. Otero started talking about scheduling and seeing how they could come up with a plan to address all the problematic areas in the Belen Division, and they came up with about two to three weeks' of work. He mentioned that Mr. Jarner also went and saw the damage and sent crews down to offer assistance. He said with this weekend's rain events, they still have not tallied the effects, but there are areas of southern Valencia County that are done for the year, as they will not be able to get all areas repaired. He added that with the way things are saturated, it is going to be weeks, and then cold temperatures will be coming. He said they will come up with a plan, work with Mr. Martinez and the ISOs down there, and see what they can do between now and the end of the month.

Mr. Casuga added that there is no way to get the system running again before October 31st, and they will be honest with people regionally where it is possible and where it is not. He told the members that he expects them to get calls about frustrations, but MRGCD does have crews working during this time period and they had crews working to ensure the safety of the canals through Saturday. However, crews need time off, so they are trying not to work them on Sunday. He noted that 60 to 70% of Valencia County has pieces that need to be put back together and that is the reality they are facing. He stated that they can also provide more updates and photos, but they can defer any calls they may get to him if needed. He suggested thanking Mr. Otero and his team if you see them because they are spending a lot of hours out there. He also reminded the public that it is still raining and it is still in the forecast, and work like this requires heavy equipment, so they need to make sure if they are putting crews out that it is safe for them. Mr. Casuga expressed that they are thankful for the rain and will never bemoan it, and they look forward to fixing the system and getting it ready to go, but Valencia County will face limited delivery options for the remainder of the season.

Mr. Zamora noted that Cochiti experienced minor damage but is fully operational, Albuquerque is operational for the most part, and Socorro Division is still cleaning out a few spots that had a lot of sediment, but mostly operational. He also gave a shoutout to DeAnna Philips for years of help and technical assistance.



AGENDA ITEM NO. 12 - REPORT(S) FROM THE DIRECTOR OF LANDS & CONSERVATION - Casey Ish

a. Request for Farmer Participation in UNM Economics Department - Middle Rio Grande Farmer Survey

Mr. Ish presented on the request for farmers to assist the UNM's economics department in a farmer survey of the Middle Rio Grande. He said that MRGCD, along with ISC, is partnering with the university on this and the survey has been created and reviewed at the technical level by people with expertise on water administration and management. He said they want to create several focus groups of farmers to react to the survey, and there is a \$50 Amazon gift card compensation for those participating. He went over the flyer for the survey that lists all the dates and times for the surveys, one on October 22nd, 10 a.m. to 11:30 a.m., at Raymond G. Sanchez Community Center, and the other on October 29th, 2 p.m. to 3:30 p.m., at New Mexico Tech.

Mr. Casuga expressed that they will be pushing this out on social media and any other different ways they can. He stated that the purpose of the survey is to gather information and try to learn how farmers are making decision and reacting to some things in the survey. He encouraged the Board to push this out as well.

Director Dunning inquired if this is an in-person kind of discussion or a survey to figure out if the survey instrument is a good instrument.

Mr. Ish answered that this is a callout to ask farmers if the survey makes sense.

Director Dunning asked what kind of follow up the economics department is going to do and what they are hoping to get as their response rate.

Mr. Ish responded that he could not speak to the response rate specifically, but they have a target in mind for the number of people they are hoping to reach and who they hope will respond. He added they are a combination of interviews and mailout surveys, but predominantly mailout surveys, that will go out through the mailing service of UNM.

Chairman Kelly voiced that we should have a good database of every farmer in the valley. He asked if that is made available to UNM.

Mr. Ish answered yes, that they are in the final stages of signing an NDA to share that.

Vice Chair Baugh asked if this was the first of its kind.

Mr. Ish answered it is not the first survey that MRGCD has participate in, as they have administered their own surveys to famers through the leasing program to better understand how to administer that, but this is a much broader kind of macro survey with some very complex questions.



b. Comments/Discussion of Urban Advisory Committee and Charter

Mr. Ish explained that at the September Meeting, Chairman Kelly directed staff to start materializing some edits on a draft Urban Issues Charter. The draft was created and staff created edits and feedback. He said they are looking at an Urban Issues Committee that would be 8 to 10 people, with two staff members, himself as the Director of Lands and Conservation, and the Director of Communication to help facilitate the meeting. He noted that the 8 to 10 members would consist of representatives of the urban constituency base. He recommended that the Board review and provide final comment on the charter before it is formally voted on.

PROFESSOR WANG (UNM PROJECT LEAD) (505)456-0638

Chairman Kelly asked Mr. Ish to give a short history of the Conservation Committee, another public advisory committee.

Mr. Ish explained that the Conservation Advisory Committee was created as part of the cooperative agreement between the National Fish and Wildlife Foundation and the BOR, with the purpose of helping staff sift through and analyze potential projects that ran through the conservation program as part of that cooperative agreement. They met monthly with staff and it was comprised of former board members, current board members, technical staff, and some NGO partners. He stated that they would bring a proposed new strategic outfall for habitat work to the committee, they would have robust discussion, and provided a sounding board for staff to make sure they were staying consistent with the cooperative agreement.

Chairman Kelly asked if the public members of the committee were compensated.

Mr. Ish answered yes, for travel and attending monthly meetings.

Chairman Kelly expressed that the Urban Committee met on this with Mr. Ish and Ms. Molina and they all gave input and talked about limiting it to residents within the benefited area or not. He said that they see so much use of the Bosque by people who do not live here, so the committee felt it was reasonable to not restrict membership there.

Vice Chair Baugh felt the idea out of this next advisory board is to help bring in a very robust engagement with the community to tackle issues that we see. He wants this to be a sounding board, but have pragmatic elements that go out and engage in these bigger projects that are heavy to lift. He stated that in regard to it being diluted by people outside of the District, they could maybe be a way to manage that.

Director Dunning voiced a few big questions were if they are going to be compensated, how often they should meet, and how many committee members, and she felt this was a nice sort of compromise that was worked out to deal with those questions. She said this is something that is really needed and felt it would be a great committee.

Director Russo Baca pointed out that in regard to people living within or outside of the benefited area, they are not saying specifically that those living here have to be landowners or that they have to be paying taxes.

Mr. Casuga explained why he felt it was right to include voices not in MRGCD in this. He stated that this group is meant to tackle issues on an urban scale and for information that we as an organization do not really think about. He added the kind of coverage that MRGCD gets and the protections is because our valley is heavily recreated on within our lands, and a large portion of that recreation is from people who travel into it from out of the benefited area. He agreed on depletion reduction, and noted it is a valley wide and statement conversation and a group like this could take that on. He added there are unique issues outside of just water they are dealing with that keep popping up and they find themselves uninformed and on the back foot.

Chairman Kelly inquired about adding an item on reduction of landscape depletions.

Mr. Casuga responded that it is covered in other interests and is beginning to unfold valley wide, as well as the legal realm, which will help broaden the conversation to the valley. He said it is hard to have conversations about depletion reductions with the valley not knowing if the water is even going to arrive, so they have been having conversations as a District of how to ensure that it gets there. He shared that he would be interested to find a way to better inform the public how we're having those conversations. He reiterated that he did not want to see this limited to the benefited area, because the urban issues the Board and MRGCD are facing, a lot of it is coming from outside of the benefited area, and we need to be knowledgeable and continue to pursue depletion reduction conversations.

Chairman Kelly voiced that this is going to come down to a committee of MRGCD Board Members and staff to look at statements of interest and select who they think should be on there, and it is important to get a broad range of interest without diluting the ratepayer's interest. He recommended paying the committee per diem, which would be \$100 a meeting, plus travel, coming in a \$120 per person every other month.

Vice Chair Baugh expressed that he would want them to get paid because he wants to get youth involved, and it would be a great way for them to make a little money and get experience.

Ms. Hebard commented that urban ratepayers do not feel a huge representation on the issues being discussed, but they are impacted in many different ways, so this Urban Issue Committee would be a way for the benefited area ratepayers, who are not irrigators, to participate in the MRGCD. She believes that people financially impacted by the District should have a say.

Mr. Ish added why they included the language for going beyond the boundary, which is that the Bosque is enjoyed by many people coming from outside of the benefited area, and the amount of resources needed to maintain the Bosque is a financial amount that far exceeds what the benefitted areas likely are capable of supporting long term. Therefore, he is interested in getting input from people coming into the benefited area to help potentially support long term funding at the state level for that type of resource.

Ms. Molina felt it was a great idea to bring more people in to share their concerns, thoughts, and ideas.

<u>AGENDA ITEM NO. 13 - REPORT(S) FROM THE SECRETARY-TREASURER/CFO</u> - Pamela Fanelli, CMA, CGFM

Item 14c was moved up before 13a.

14c Report on Village of Corrales Public Meeting Corrales Siphon Agreement Signing between MRGCD and Pueblo of Sandia, September 25, 2025 - Jason M. Casuga, CE/CEO, Vice-Chair Baugh, Directors Russo Baca, Sandoval, and Dunning

Mr. Casuga shared that the challenge before them now is the drop dead date to finish on December 15, 2026.

Jeff Wechsler, MRGCD Water Counsel, stated that at the last meeting, they talked about possibly not issuing notice for C2 until January, but he asked to move that up, as he felt it would be beneficial. He said contractors expressed wanting to start sooner than later.

Mr. Casuga responded they have made their submittal to BIA for the right-of-way, but the government is shutdown. He understood BIA's commitment not to stand in the way of construction of the project, but if the shutdown continues, they may need to have a discussion with the Pueblo. He believes the Pueblo is on board with the January 2026 start, which would give 12 months.

Director Sandoval voiced that if they need to schedule to meet with the Governor of Sandia, he is more than willing to be there.

a. Discussion/Approval of Reclassification Hearing: Customer #16398 Alameda Land Co. Inc. Map 80, Tract 1A3B1B 10.10 ac. and Tract 1A3B2 18.92 ac. Harvey Crawley - Estella Gamboa, Assessment & Collections Supervisor

Ms. Gamboa gave a brief overview of the water service charge and the water service charge rule. She stated that a follow-up of a field inspection was conducted by staff for the protests submitted at the September reclassification hearing for Map 80, Tract 1A3B1B and Tract 1A3B2, located in Valencia County. Staff indicated and identified irrigable and non-irrigable areas, and the individuals filing the protests were notified of the proposed recommendations, and she has also met with the owner in agreement on the decrease of the irrigable assessment annually, which will decrease each parcel from its total acreage annual assessment.

Vice Chair Baugh thanked Ms. Gamboa for showing the process very transparently, and it was great to see a landowner bring that to the Board, delegate tasks to the CEO, then to staff, and then coming back and highlighting the efforts. He said this is a good way to help broadcast to the District what they are trying to do.

See also Appendix VI.

Vice Chair Baugh made the MOTION TO APPROVE OF THE REASSESSMENT OF THE CLASSIFICATIONS OF THESE LANDS. Seconded by Director Russo Baca. The MOTION CARRIED UNANIMOUSLY.

 Consideration/Approval of the First Quarter Financial Statements, Report on Finance Committee Meeting, and Report on the Personnel Committee Meetings, October 10, 2025 - Pamela Fanelli, Secretary Treasurer/CFO, Chairman Kelly, Directors Dunning and Russo Baca

Ms. Fanelli presented on the First Quarter Financials. She stated that for the General Fund, actual revenues, they totaled \$1.2 million. She added that valorem revenues are the main source of revenue, but we have not received that first disbursement for the current tax year. Actual expenditures for the General Fund totaled \$7.1 million and expenditures are within budget. She said there are no budget concerns at this time. The Grant Fund budgeted grant expenditure total \$37 million in FY26, and year to date for the Grant Fund they have spent \$2.4 million. However, they expect significantly higher expenditures in the second and third quarters. In the Capital Investment Fund, actual revenues totaled \$69,000, actual expenditures totaled \$457,000, and transfers to the debt service and Grant Fund totaled \$162,000. She noted the primary expenditures in the Capital Investment Fund was for equipment and pump rental of the Corrales Siphon.

Chairman Kelly expressed that the Finance Committee reviewed this, but three months in is pretty early to get worried about the budget.

Director Lopez made the **MOTION TO ACCEPT THE FIRST QUARTER FINANCIAL FORECAST.** Seconded by Director Sandoval. Rollcall vote was administered with all members voting yes. The **MOTION CARRIED.**

Chairman Kelly	Yes	Director Lopez	Yes
Director Dunning	Yes	Director Russo Baca	Yes
Director Sandoval	Yes	Director Jiron	Yes

AGENDA ITEM NO. 14 - REPORT(S) FROM THE CHIEF ENGINEER/CEO – Jason M. Casuga,

a. Discuss Reorganization of the Board - Jason M. Casuga, CE/CEO

Chairman Kelly requested to move this to the January meeting, and the newly elected chair can fill the committees at the February meeting. There is a new biological opinion coming up for the minnow, and Mr. Casuga felt it would be good to have a consultation committee as they go through the negotiations with the Bureau, the Fish and Wildlife Service, and various NGOs involved. He commented that that Centennial Committee will be dissolved.

 Report on Meet and Greet with Bernalillo County Manager Cindy Chavez, September
 15, 2025 - Jason M. Casuga, CE/CEO and Eric Zamora, Director of Technical Services

Mr. Casuga shared that he met with Cindy Chavez, the new Bernalillo County Manager, which went well, and he appreciated how inquisitive she was. He stated that they are collaborating on two projects, Loretta Road and the Acequia Madre Project.

Director Dunning mentioned they have a water conservation plan that we really need to be a part of. She said they are going to do a lot of public outreach for that, because they are going to try to get a lot of people using water for big lawns in the valley to stop. She commented that if we can get a copy of that plan, we could start thinking about where to interface with the county on that issue.

Mr. Casuga added that he did get to talk to Ms. Chavez about depletions a little bit and he hopes that they can align more and agree that there are some practices in the Middle Valley that need to come to an end.

c. Report on Coalition of Rio Grande Water Users Conference, Santa Fe, NM, September 30 - October 2, 2025 - Jason M. Casuga, CE/CEO, Eric Zamora, Director of Technical Services, Amanda Molina, Director of Communications, Casey Ish, Director of Lands & Conservation, Vice-Chair Baugh, Directors Dunning, Sandoval and Russo Baca – originally item 14d

Mr. Casuga deferred to Director Russo Baca's report, as he was not in attendance due to a family emergency.

Director Russo Baca voiced that she did a written report on this, but highlighted that MRGCD had two presentations, one from Mr. Ish and one from Mr. Zamora.

Director Dunning commented on the networking opportunities that happens at these meetings. She said they had the opportunity to meet and talk to the Governor of Isleta Pueblo and that was helpful and there was someone there from an insurance company who is working with us and with Water Strategies to help try to resolve some of the insurance issues we are having.

Mr. Casuga shared that next year's Coalition of Rio Grande Waters will happen in Albuquerque, and they will be contacting tribal venues for that, which will likely increase participation. He stated that Water Strategies got a lot of feedback on cost, and he told them that we can get comparable facilities with things to do cheaper in Albuquerque at some of the resort venues offered by our travel partners. He hoped that Director Jiron and Director Sandoval continue to encourage the Six Middle Rio Grande Pueblos to exercise their voice. He said he hopes to continue advocating for the Six Middle Rio Grande Pueblos to use their voice, because a lot of the people who show up to this are the same ones showing up to the Compact Commission Meeting.

 d. Report on Six Middle Rio Grande Pueblo Coalition Meeting, October 9, 2025 - Eric Zamora, Director of Technical Services, Casey Ish, Director of Lands & Conservation, and Director Russo Baca – originally item 14e

Mr. Zamora gave a report on the Six Middle Rio Grande Pueblo Coalition Meeting that he attended along with the Interstate Stream Commission, and BOR, and Ms. Faler gave an update. ISC gave an update on the settlement with Texas. He said the most significant thing that happened was a change in leadership. He added that MRGCD gave an update on some of the changes at the District, as well as the storm events, and there were not a lot of questions for MRGCD.

- e. Report on Upcoming Events originally item 14f
 - 1. 13th Annual Tribal Water Law Super Conference, Oct 16-17, 2025: Isleta Resort & Casino, Albuquerque, NM
 - 2. CESOSS Arenal & Atrisco Acequia Walk & Talk, October 18, 2025: Albuquerque, NM
 - 3. MRGCD's Centennial Employee Appreciation Event & Equipment Rodeo, November 7, 2025: Socorro Sports and Rodeo Complex, Socorro, NM
 - 4. Colorado River Water Users Association (CRWUA) 2025 Conference, Dec 16-18, 2025: Las Vegas, NV

AGENDA ITEM NO. 15 - REPORT(S) FROM THE MRGCD ATTORNEY(s) - Chief Water Counsel or General Counsel

Mr. Brooks informed the board that the Army Corps of Engineers determination made in October of 2024 that part of the Corrales Acequia was a Waters of the United States was reversed, as they agreed with our position that the Corrales Acequia was not a Waters of the United States.

Director Dunning asked to send a copy of the decision to a couple of groups that are really interested in this as a courtesy.

Mr. Casuga agreed there are a number of entities that they need to send this out to. He stated that we need to keep our eyes open and educate the public on what to ask for and what not to ask for, because the Corps is going to continue to permit people.

Director Russo Baca asked counsel to also keep an eye on this and be prepared.

Chairman Kelly asked if the licenses still delegate the 404 permit.

Mr. Casuga answered that our licenses are always just going to say you have to comply with federal law, but our question would be if this facility requires a 404 permit.

AGENDA ITEM NO. 16 REPORT(S) FROM THE BOARD

a. Report on New Mexico Water Law Conference, Santa Fe, NM, September 11 & 12, 2025 - Vice-Chair Baugh, Directors Dunning, Sandoval and Russo Baca

See Appendix VII.

b. Report on Meeting with PNM-Strategic Bosque Fire Cameras, September 15, 2025 - Vice Chair Baugh

Vice Chair Baugh expressed that he had a meeting with the Director of PNM's Fire Resource Department, along with Mr. Ish, and they were adamant about us getting cameras in, and there are some collaborations in the works, but being we are being cognizant of how far the cameras can see and issues that arise with impacting Pueblos and cameras around the Bosque. He said he was looking forward to next steps.

c. Report on Meeting with Senator Antonio Maestas-ABQ Bosque Improvements/Restoration, September 19, 2025 - Vice Chair Baugh

Vice Chair Baugh reported on his meeting with Senator Maestas, who was just elected and wants to be proactive in Bosque efforts. He expressed that they brought him to the District to talk about our large Bosque efforts and introduced him to Joe Strange, MRGCD's Bosque Management Coordinator.

d. Report on MRGCD Presentation at Alvarado Elementary, September 29, 2025 - Vice Chair Baugh, Directors Russo Baca and Dunning

Director Russo Baca commented that these children are the next generation of elected officials. She said they asked about the Rio Grande Compact and asked for them to explain it. She noted they were amazed there is not a hierarchy of water uses in New Mexico and stated they are going to the legislature to change that. She added they were on the fence of how important irrigation is and acequia use, but were very concerned about what they need to do right now to change these policies. She was very impressed.

Vice Chair Baugh added they have an incredible program established, where they have a nature class and the teacher really puts in effort to show that it isn't about nature, but about stewardship. He was excited to help broaden the District's reach in education.

Director Dunning mentioned that Vice Chair Baugh has a goal in mind that Alvarado School get a program similar to what they are doing at Valle Vista. She noted that if they do it, the program will succeed.

e. Report on Middle Rio Grande Urban Waters Meeting, September 9, 2025 - Director Russo Baca

See Appendix VII.

- f. Report ISC Meeting, September 18, 2025 Director Russo Baca See Appendix VII.
- g. Report on the Meeting with CHAMP, September 20, 2025 Director Russo Baca See Appendix VII.
- h. Report on the Farmer Survey Advisory Committee Meeting, September 22, 2025 Director Russo Baca

See Appendix VII.

- i. Report on the Middle Rio Grande Endangered Species Collaborative Program Executive Committee Meeting, September 23, 2025 Director Russo Baca See Appendix VII.
- j. Report on the Corrales Harvest Festival, September 28, 2025 Director Russo Baca

See Appendix VII.

k. Report on the Centennial Committee Meeting, October 6, 2025 - Vice-Chair Baugh, Directors Russo Baca, and Dunning See Appendix VII.

Written reports were given for every item except for 16(b) and 16(c).

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

Director Russo Baca made the **MOTION TO GO INTO EXECUTIVE SESSION at 6:16 pm.** Seconded by Vice Chair Baugh. Rollcall vote was administered with all members voting yes. The **MOTION CARRIED.**

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

AGENDA ITEM NO. 17 EXECUTIVE SESSION

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

Vice Chair Baugh made the MOTION TO GO BACK INTO REGULAR SESSION at 7:16 pm. Seconded by Director Dunning. Rollcall vote was administered with all members voting yes. The MOTION CARRIED.

Chairman Kelly	Yes	Director Lopez	Yes
Director Dunning	Yes	Director Russo Baca	Yes

Director Sandoval Yes Director Jiron Yes Vice Chair Baugh Yes

Director Russo Baca stated no decisions were made in Executive Session and the Board does expect counsel to work with the CEO on land acquisition issues for the District.

With no further comments, questions, or concerns, Chairman Kelly adjourned the meeting at 7:16pm.

Approved to be the correct Minutes of the Board of Directors of October 14, 2025.

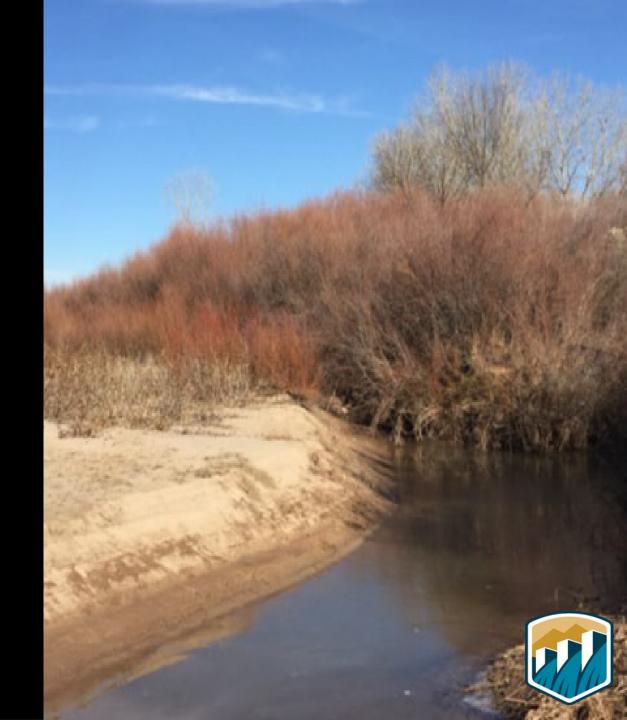
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Pamela Fanelli, CMA, CGFM Secretary-Treasurer/CFO John P. Kelly, Chairman MRGCD Board of Directors



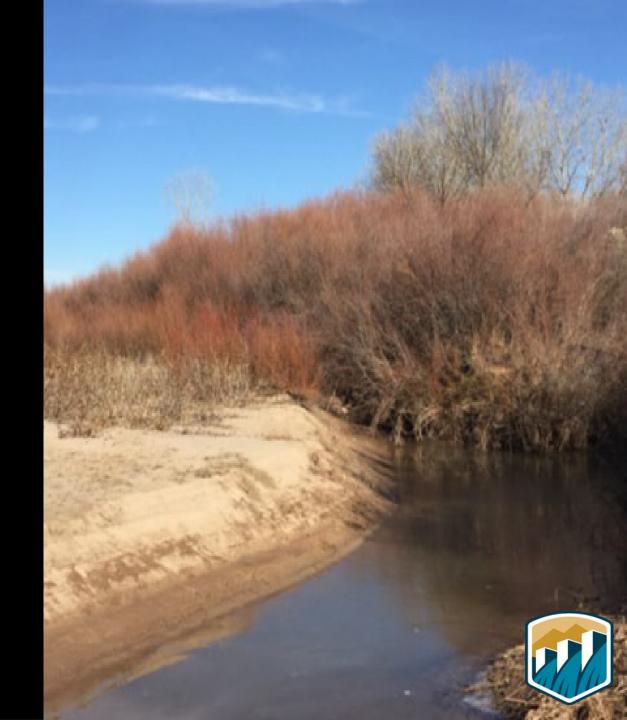
Outline

- Authority and Scope
- History of Reclamation's Involvement
- 1951 Contract w/ MRGCD
 - U.S. funds in exchange for repayment and title
- Title Transfer 2019 Legislation and Categorical Exclusion
- Middle Rio Grande (MRG) Title Transfer Phase 2
- Process and Status



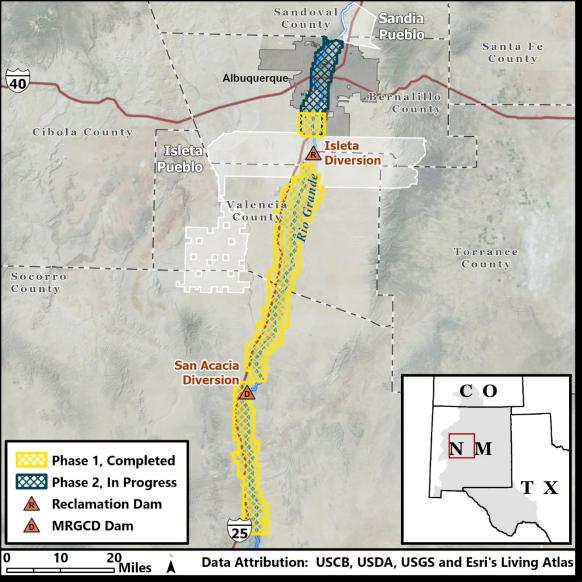
Title Transfer Authority and Scope

- 2019 Dingell Act used for MRG Phase 1 (completed) November 2021
- Phase 1 = southern half of MRGCD
- Phase 2 = Bernalillo County
- Phase 1 mapping, technical, and legal approach applies to Phase 2
- No title to Pueblo lands



Title Transfer Phase 1 & 2 Map

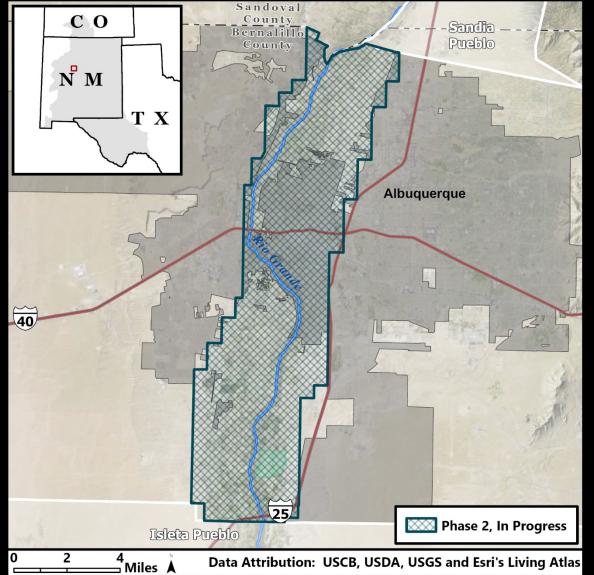
• Phase 2 = Bernalillo County





Title Transfer Phase 2 Map

• Phase 2 = Bernalillo County





Brief MRG Project History: MRGCD

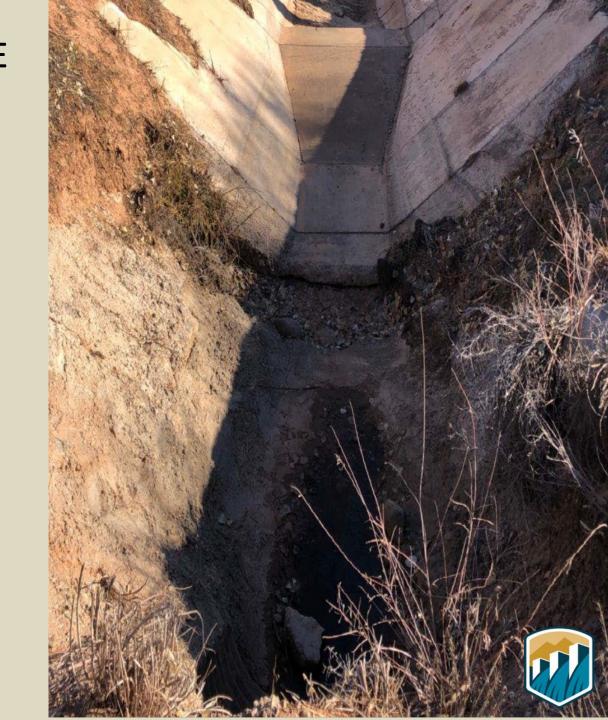
- Pre-colonial canals; expansion in 1700-1800s
- By late 1800s, lots of problems: poor drainage, river aggradation, inefficient water delivery, frequent flooding
- 1925 MRGCD formed to: drain swamp lands, rehabilitate irrigation systems, provide water for irrigation and some flood control
- Consolidation of ~80 independent acequias, 3
 diversions, El Vado, 100s miles of levees, canals and
 drains
- 1930-1940s: devastating floods in '41 and '42, MRGCD bankrupt in Great Depression and unable to raise funds





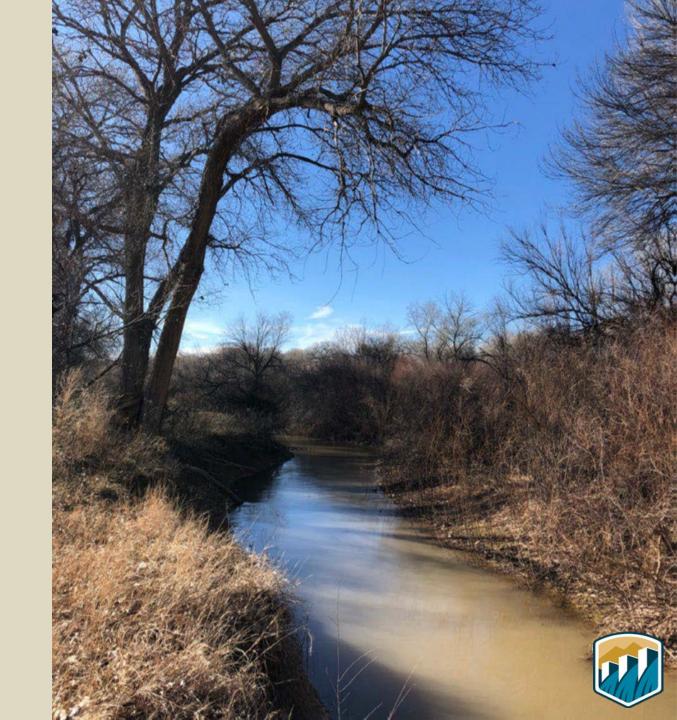
Brief Project History: Reclamation and USACE

- 1947 Comprehensive Plan (Reclamation and US Army Corps of Engineers USACE):
 - flood control and drainage
 - water and sediment conveyance
 - MRGCD rehabilitation and construction
 - fix and complete work before floods and bankruptcy
- 1948 and 1950 Flood Control Acts
- 1902 Reclamation Act
- USACE: flood control reservoirs (Jemez and Cochiti) and levees
- Reclamation:
 - <u>Repayment</u> required: repair and rehab of MRGCD's infrastructure [title]
 - No repayment: river channel maintenance, water and sediment conveyance [no title]
- Current system: 150 river miles, 200+ miles of levees, 1,200+ miles of canals and drains



Reclamation and MRGCD Contract

- 1951 Repayment Contract
 - U.S. assumed debts and invested in infrastructure
 - MRGCD provided title (mostly easements/Rights-of-Ways) to all "Project Works"
 - Project infrastructure and lands owned or in easement
 - 1,000s-10,000s individual records
 - MRGCD repayment of \$16M completed in full December 13, 1999
- 1970s Operations and Maintenance (O&M)
 Transfer to MRGCD
 - Did: transfer O&M to majority of Project Works (remainder transferred in Phase 1 August 1, 2021)
 - Did Not: alter repayment terms or title held by U.S.
- Congressional approval needed for title transfer



2019 Legislation P.L. 116-9

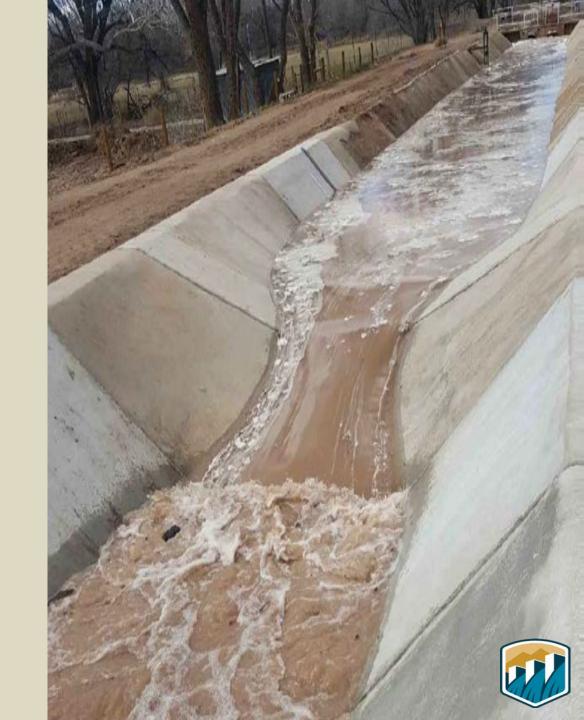
- Broadly allows for transfer of Reclamation projects without separate authorization from Congress
- Eligibility requirements:

Facility eligibility

✓ Transferred Works = O&M performed by MRGCD (Reserved Works are ineligible)

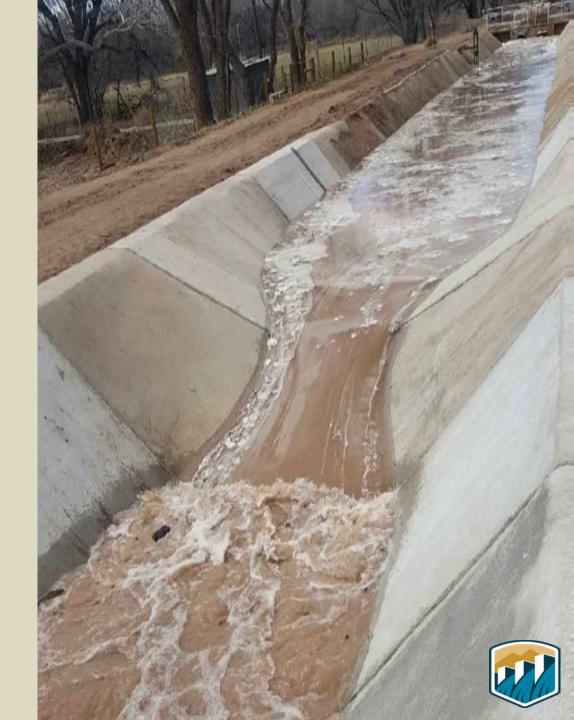
District eligibility

- ✓ Operates the requested facility
- ✓ Is capable of, and agrees to continue, operating and managing the facility for the same purposes after title transfer



2019 Legislation P.L. 116-9

- Eligibility also based on determination that:
 - ✓ The transfer is in the financial interest of the U.S.
 - significant liability and cost reduction to U.S.
 - ✓ There will not be a significant, unmitigated effect on the environment
 - no changes to operations due to title transfer
 - MRGCD is a 2016 Biological Opinion Partner
 - ✓ Public and Tribal interests will be protected
 - no changes to operations due to title transfer
 - no impact to Pueblos
 - ✓ Existing water delivery obligations will be fulfilled
 - ✓ Compliance with Federal and State laws, as relevant



Streamlining Title Transfer: A New Categorical Exclusion (CE)

- The National Environmental Policy Act of 1969 (NEPA) applies to all title transfers
- The new CE can be used if the scope of the requested transfer is consistent with qualification factors of the CE
- If a requested title transfer does not qualify under the factors of a CE or would involve extraordinary circumstances (43 CFR 46.215), additional analysis such as an Environmental Assessment or Environmental Impact Statement would be required



Streamlining Title Transfer: A New Categorical Exclusion

The proposed title transfer may qualify for the new categorical exclusion if:

- District affirms no change in O&M or land/water use
- District assumes responsibility for all commitments and agreements into the future
- No competing demands or unresolved issues
- Meets the Secretary's responsibilities for Indian trust, treaties and international agreements
- No extraordinary circumstances triggered



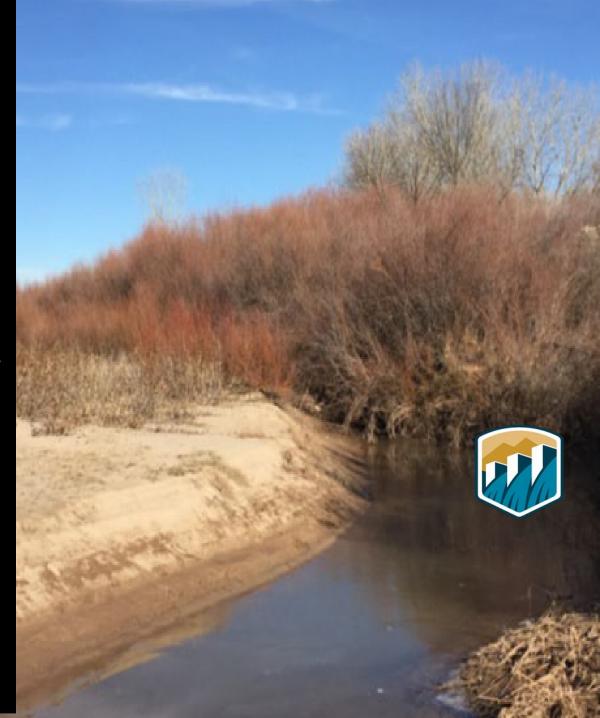
Phase 2 Agreement Overview

- Title Transfer: Reclamation will transfer ownership of Project Works (excluding Pueblo lands) to the District via quitclaim deed.
- District Obligations: The District must draft, file, and record the deed, accept the facilities "as-is," and assume liability from the date of signing.
- Public and Legal Notice: The District must post the transfer map online and acknowledge Reclamation's ongoing floodway responsibilities.
- Access and Use Commitments: Reclamation retains access for maintenance, and the District must continue current uses, including habitat restoration.
- Existing Agreements and Pueblo Rights: Prior agreements remain in effect for non-transferred works, and Pueblo-related obligations are unchanged.



Phase 2 Agreement Overview

- Modifications Allowed Before Notice to Congress: Changes to the Agreement must be mutually agreed upon in writing before submission to Congress.
- Federal Role Ends After Transfer: Once transferred, the Project Works are no longer federally owned or eligible for federal project benefits.
- District Assumes Rights and Liability: The District takes over licenses and responsibilities, and the U.S. is no longer liable except for pre-transfer negligence.
- No Automatic or Future Funding: The Agreement doesn't authorize funding or future financial obligations beyond legal appropriations.
- No Third-Party or Official Benefits: The Agreement grants no enforceable rights to outsiders and prohibits special benefits to officials.



Compliance Status

- NEPA eligible to use CE.
- Endangered Species Act "no effect" memorandum to US Fish and Wildlife Service.
- National Historic Preservation Act consultation underway with NM State Historic Preservation Office (SHPO) and will complete a Memorandum of Agreement.
- MRGCD is establishing its own Memorandum of Understanding with NM SHPO on cultural compliance post-transfer.



Timeline to Completion

- Public meeting October 14, 2025
- Finalize compliance October 2025
- Finalize Title Transfer Agreement October 2025
- Notice to Congress November 2025 December 2025
- Sign Transfer Agreement January March 2026





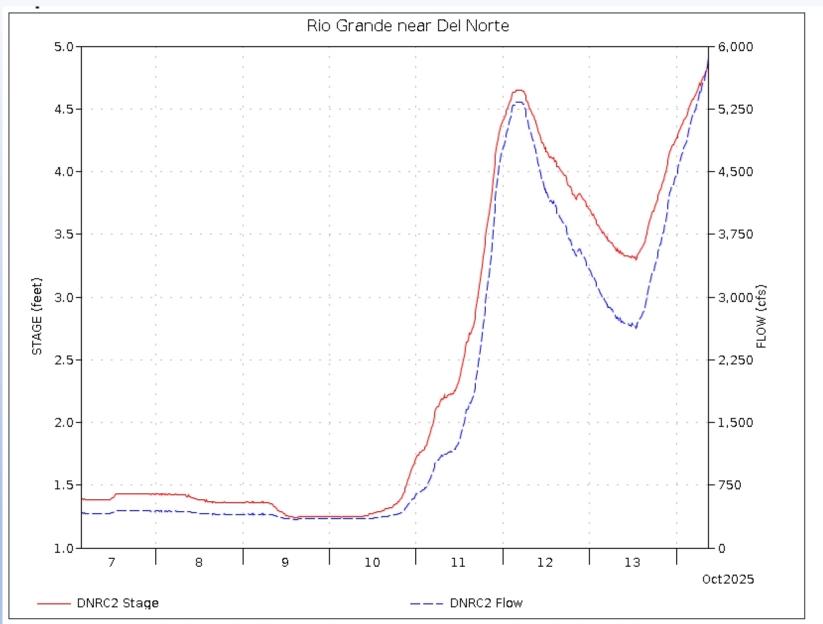
Water Supply Update

Middle Rio Grande Conservancy District Board of Directors Meeting

Prepared and Presented by: Anne Marken

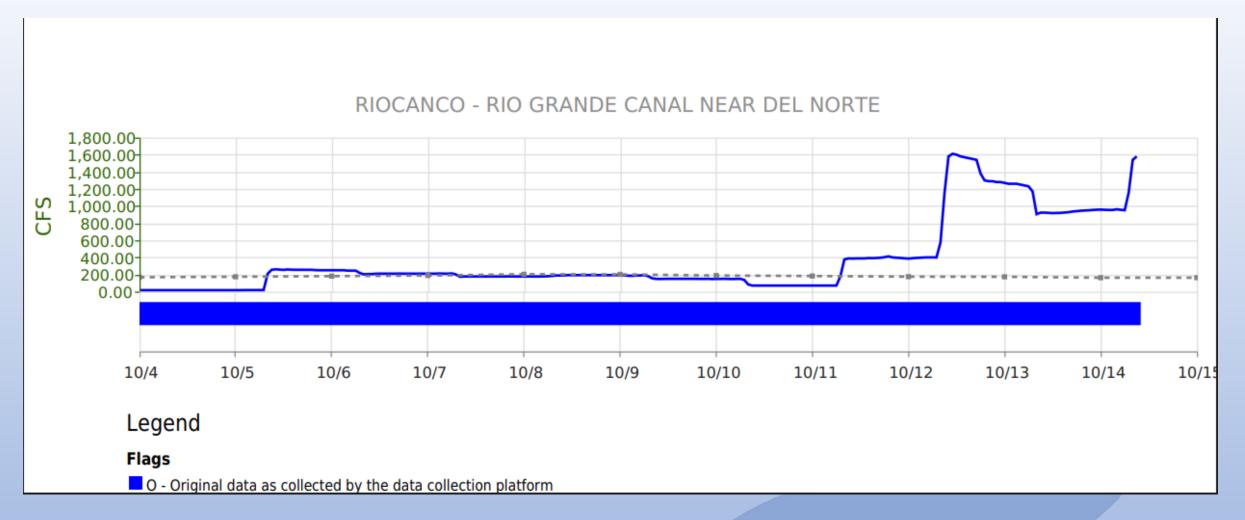
Date: 10/14/2025





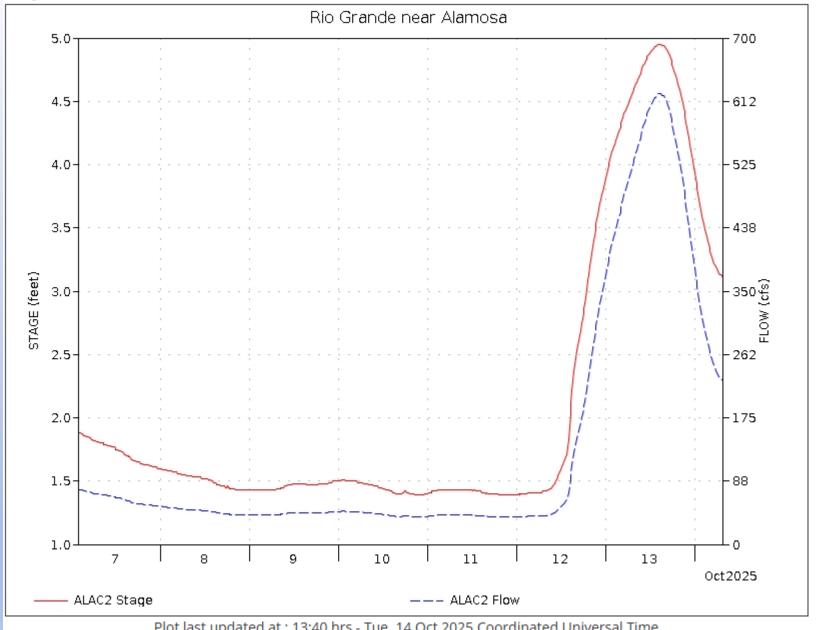
Plot last updated at : 15:26 hrs - Tue, 14 Oct 2025 Coordinated Universal Time







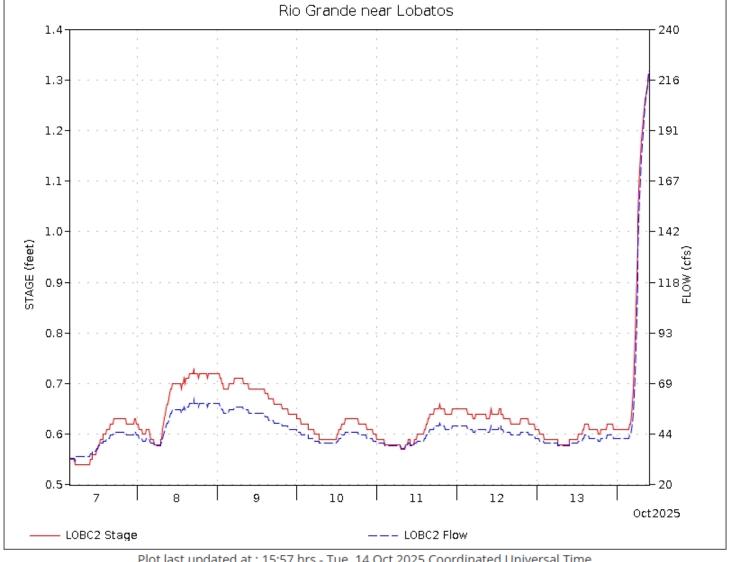




Plot last updated at: 13:40 hrs - Tue, 14 Oct 2025 Coordinated Universal Time





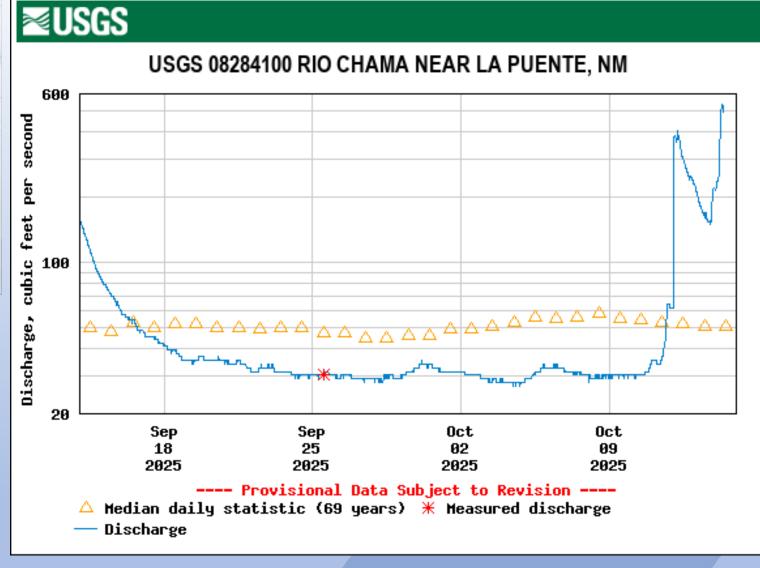


Plot last updated at: 15:57 hrs - Tue, 14 Oct 2025 Coordinated Universal Time

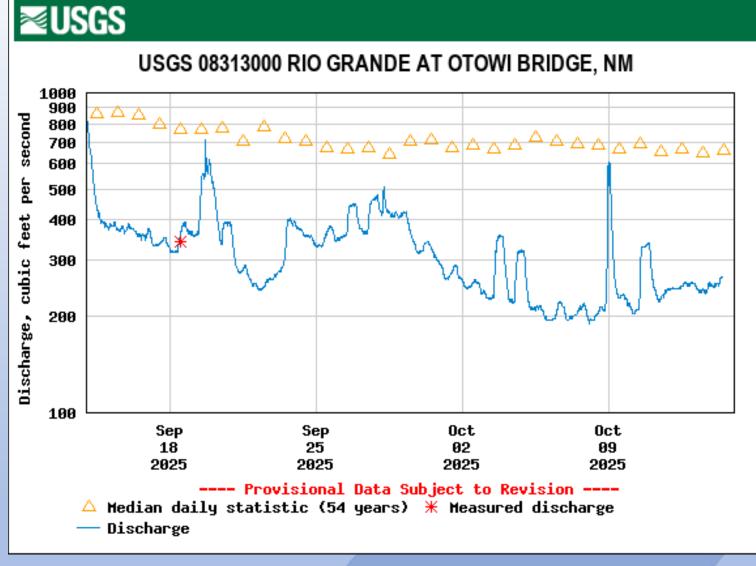
https://w3.spa.usace.army.mil/wcscripts/rt_plot1.pl?LOBC2









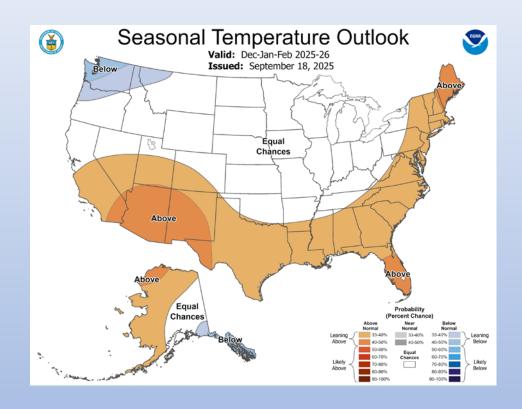


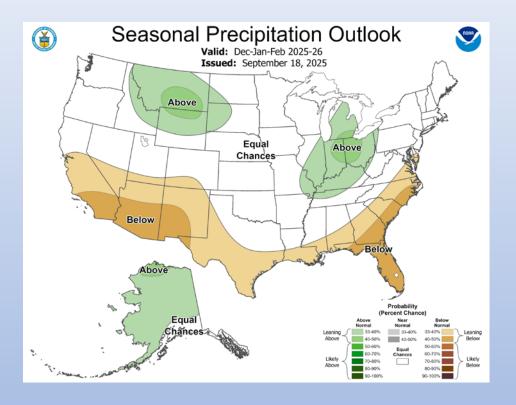
https://waterdata.usgs.gov/nwis/uv/?ts_id=101151&format=img_default&site_no=08313000&begin_date=20250701&end_date=20250811

NWS Forecast

Maximum Temperature						Probability of Precipitation								
	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon
Location	10/14	10/15	10/16	10/17	10/18	10/19	10/20	10/14	10/15	10/16	10/17	10/18	10/19	10/20
Albuquerque	74	76	70	68	70	73	75	50	30	10	0	0	0	0
Santa Fe	71	72	67	65	67	70	72	60	50	20	0	0	0	0
Farmington	71	71	60	60	64	69	71	20	20	0	0	0	0	20
Gallup	70	69	59	61	65	71	69	10	0	0	0	0	0	10
Grants	71	73	63	63	66	72	71	20	20	0	0	0	0	10
Clayton	69	75	73	70	71	74	79	60	20	10	0	0	0	0
Raton	66	68	70	67	68	72	74	50	30	10	0	0	0	0
Las Vegas	62	62	65	64	65	70	70	80	50	20	0	0	0	0
Moriarty	70	72	68	65	66	72	72	70	40	10	0	0	0	0
Tucumcari	77	77	78	76	75	79	83	60	20	10	0	0	0	0
Clovis	77	77	79	78	77	78	81	40	10	10	0	0	0	0
Roswell	80	79	82	79	80	79	84	30	10	10	0	0	0	0
Socorro	76	78	76	72	75	77	79	50	10	0	0	0	0	0
Chama	61	60	56	55	57	64	63	50	60	20	0	0	0	20
Taos	67	67	63	62	63	67	67	50	50	20	0	0	0	10
Angel Fire	63	63	59	58	59	64	62	50	50	20	0	0	0	10
Los Alamos	65	65	62	59	62	65	66	60	60	20	0	0	0	10
Ruidoso	67	70	66	61	64	68	68	70	20	10	0	0	0	0
Quemado	69	71	63	62	65	72	71	10	10	0	0	0	0	0

NWS Seasonal Outlook







Questions?



Appendix III

From: <u>Elaine Hebard</u>
To: <u>Tarah Jaramillo</u>

Subject: Re: MRGCD Board Meeting -- 10/14/25 -- Public Comment

Date: Tuesday, October 14, 2025 3:05:41 PM

MRGCD Board Meeting - October 13, 2025 Public Comment -- Elaine Hebard

Thank you for the opportunity to comment on the draft Urban Advisory Committee Charter. When I ran for the Board some 14 years ago, one of the proposals I ran on was to involve the urban rate payers more, hoping to foster a better understanding of the benefits the District brings to all.

I agree with the need statement that "The urban areas of the MRGCD generate more than two thirds of the MRGCD total revenues. Among those constituents, the majority do not irrigate." I thought that was the purpose of the Urban Advisory Committee -- to give a voice to those urban areas.

But the draft charter goes on to open Committee membership to all "users and stakeholders within Bernalillo, Valencia, Sandoval, and Socorro Counties." That will dilute the voices of the urban rate payers and it may reduce the value of the advice given to the Board. Like the irrigation advisory board, those who live within the District have a vested interest in the fulfillment of its mission statement.

Certainly there are more than enough issues for those of us who reside in the urban section of the benefited areas to address. Not one of the mentioned items, but clearly of great concern to the Board, is the reduction of depletions in the MRG. The committee could provide feedback and make recommendations as to what that might mean (such as via coordination with other entities, pushing for a greater understanding of the relationship of surface and groundwater, and/or an effort to educate us better). Another example would be coordinating with the Bernalillo County on its new Water Conservation Plan.

And now a comment about the various meetings reported on by Board members. Since Board members receive a stipend to attend, Chair Kelly began these reports years ago, with a lesson learned as a minimum. The current reports don't provide such information. For instance, rather than learning that many folks attended a gathering at the Rio Grande Users Conference, we would benefit from knowing what issues were discussed and what steps toward collaboration were explored. We know depletions must be reduced -- what if any, solutions were presented?

Thank you.

CANVAS OF ELECTION RESULTS

ACEQUIA OFFICERS; VOTES; CANVASS (NMSA 1978 73-3-3). The Commissioners of the Atrisco, Arenal, Armijo, Los Padillas and Pajarito Acequias held the biennial elections in accordance with Chapter 73. Water Laws and Special Districts of New Mexico. Monday October 6, 2025, at La Plazita Institute, 831 Isleta Blvd. SW, Albuquerque, NM 87105. The officers of community ditches or acequias elected consist of three commissioners and one mayordomo:

- 11 Atrisco Acequia: Mayordomo, Santiago Candelaria.
- 12 Commissioners: Diana Pino, Liz Montoya, Edward Eric Baca
- 13 (has Stephen R. Saenz's proxy).
- 14 Arenal Acequia: Mayordomo, Brad Lagorio, Commissioners:
- 15 Andrea Lopez, Rip Anderson
- 16 Armijo Acequia: Mayordomo, Eddie Baca. Commissioners:
- 17 Maya Garcia, Nate Smith, Xazziel Martinez
- 18 Los Padillas Acequia: Mayordomo, Luke Esquivel.
- 19 Commissioners: John Lopez, Patricia Dan, Daniel Berg.
- 20 Pajarito Acequia: Mayordomo, Herman Trujillo,
- 21 Commissioners: Santiago Maestas, Thomas Powell,

22 Louie Tampia.

SVRAA PRESIDENT

SVRAA SECRETARY

To: Chairman and Members of the Board Middle Rio Grande Conservancy District
Dear Chairman and Members of the Board, Attached please find my statement and
supporting documentation regarding the Cabezon Channel easement at 140 Camino Vega
Verde, Corrales, New Mexico. I am submitting this on behalf of myself and my neighbors,
Dennis and Debra Mayes who share the easement.

This packet includes:

- 1 A concise statement prepared for the public comment portion of the MRGCD board meeting, summarizing key points regarding easement use, public access, and liability concerns.
- 2 Three minute speech
- 3 An extended written submission detailing the legal basis, documented incidents, and proposed corrective actions to ensure that easement rights are respected and private property is protected.
- 4 Letter from Casey Ish
- 5 ABQ Journal Article
- 6 MRGCD permissible parking lot on Mayes and my private properties
- 7 Statement regarding easement language

We respectfully request that the Board review this submission, formally acknowledge that the easement does not grant public access, and take action to mitigate ongoing unauthorized use. Our goal is to resolve these matters cooperatively, while protecting the safety, rights, and responsibilities of the property owners and the District alike. Thank you for your attention and consideration.

Sincerely, Kristy LaMariana On behalf of myself and my neighbors, Dennis and Debra Mayes Property Owners – 140 Camino Vega Verde & Bazan Loop Corrales NM

Judy Jamanana 10/14/2025

Public Comment - MRGCD Board Meeting

Speaker: Kristy LaMariana, 140 Camino Vega Verde, Corrales

Good afternoon, Chairman and members of the Board.

My name is Kristy LaMariana, and I'm the owner of 140 Camino Vega Verde. I'm also speaking on behalf of my neighbors, Dennis and Debra Mayes, who share the same easement along the Cabezon Channel.

We're here because the District recently ordered us to remove fencing that was approved by your own field representative, Michael Padilla, and has never interfered with MRGCD maintenance or access. At the same time, the District has allowed—or even encouraged—public use of this maintenance easement for recreation. That use is outside the lawful scope of the recorded easement, which authorizes MRGCD to operate and maintain channels and flood control improvements—not to provide public access or recreation.

In the October 7 *Albuquerque Journal*, a board member acknowledged that MRGCD is **not insured for recreational use** and now relies on State Risk Management. This leaves landowners like us bearing liability for injuries that might occur on our deeded property. We pay the taxes, but we carry the risk.

Meanwhile, unauthorized public use has led to vandalism, graffiti, drug activity, homeless encampments, and even gunfire—including a bullet through my bedroom window. Police have responded many times, yet I was told by your CEO that he personally asked Corrales Police to stop responding to trespass calls on MRGCD easements. That is unacceptable.

We respectfully request that the Board take the following actions:

- 1. Acknowledge in writing that this easement does **not** grant public access.
- 2. Withdraw the fencing removal directive.
- 3. At MRGCD's expense, install or support fencing, gates, and signage at both ends of the easement to prevent unauthorized public entry.
- 4. Work collaboratively with landowners to define easement boundaries and ensure mutual protection.

We respect the District's mission and the need for maintenance access. Our request is simple: protect property rights, reduce liability, and restore safety.

Thank you for your time and consideration.

Full Written Statement for Submission for MRGCD BOARD

Submitted by: Kristy LaMariana

On behalf of: Dennis and Debra Mayes

Properties: 140 Camino Vega Verde & Bazan Loop, Corrales, NM

Introduction

Good evening, Chairman and members of the board.

My name is Kristy LaMariana, and I am the owner of the property located at 140 Camino Vega Verde, which lies adjacent to the MRGCD easement in question.

I am also speaking on behalf of my neighbors, Dennis and Debra Mayes, who share this same easement from their property on Bazan Loop.

We appreciate your time and ask to highlight serious legal and practical concerns arising from your recent letter demanding removal of our fence and from public statements regarding access, liability, and easement boundaries.

Michael Padilla, your field representative, explicitly approved our fence placement and has always had unobstructed access for MRGCD operations. As a result of being told to move the fencing, my property has once again become a parking lot. This is unauthorized use of the land/easement.

The fencing in no way interfered with ingress, egress, or maintenance.

Your letter directs us to remove fencing at our cost while you tolerate or even encourage the public's use of this easement for walking, biking, and horseback riding.

That use is outside the lawful scope of this easement.

The easement grants MRGCD the permanent right:

"to construct, reconstruct, operate, and maintain roads, channel improvements, embankments, and other irrigation, drainage, or flood control improvements."

It does not authorize recreational or public access of any kind.

Insurance and Liability Concerns

In the October 7, 2025 Albuquerque Journal, a MRGCD board member admitted MRGCD is not insured for recreation and that private insurers have dropped the District.

The District now relies on the State Risk Management Division.

If you lack recreation liability coverage, you cannot claim to cover or protect landowners from public access injury claims.

The result is that the liability rests on us, the private deeded property owners, who pay the property taxes.

For years, public use of this easement has caused damage, risk, and disturbance, including:

- Vandalism
- Graffiti
- Public indecency
- Drug activity
- Homeless encampments
- Littering
- Gunfire, including a bullet hole in my bedroom window

Police have responded multiple times.

Yet I was told by Jason, your CEO, on October 8 that he has personally advised the Corrales Police to stop responding to calls for trespass enforcement.

That is deeply concerning.

Someone within MRGCD even gave equestrians permission to use the easement for Bosque access — the riders were caught in the act of taking down my fencing — despite its private ownership and legal limits.

This misuse must stop.

Legal Position

The following points summarize our legal position:

- 1. **No public access rights exist.** This is a maintenance and operations easement only. Public recreation or access is not permitted.
- 2. "Successors and assigns" does not mean the public. It refers to future agencies or contractors maintaining MRGCD's facilities.

- 3. Liability is on the landowner, not the District. Since MRGCD admits it lacks recreational insurance, you cannot claim to bear liability for injuries occurring during unauthorized public use.
- 4. Trespass is occurring. Under New Mexico law, MRGCD cannot expand an easement's scope beyond its express grant. Public use cannot be created through custom or practice.
- 5. Fairness requires MRGCD to secure its own right-of-way. If the District insists on unobstructed maintenance access, it should, at its own expense, fence, gate, or sign the easement to prevent public intrusion and clarify boundaries.

Legal Foundation

- Martinez v. Martinez, 93 N.M. 673, 604 P.2d 366 (1979): A servient owner retains all rights not inconsistent with the easement's express purpose.
- Algermissen v. Sutin, 133 N.M. 50, 61 P.3d 176 (2003): Prescriptive easement rights cannot arise from permissive use or lack of adversity.
- Mimbres Hot Springs Ranch, Inc. v. Vargas, N.M. Ct. App.: A landowner may restrict or gate access when public or third-party use exceeds the easement's scope.

Demands

- 1. Immediately cease using, storing, or staging heavy MRGCD equipment on my property except for direct maintenance access as allowed by the easement.
- 2. Acknowledge in writing that the easement does not grant public access.
- 3. Withdraw the fencing removal directive and support fencing or gating at MRGCD's cost to prevent unauthorized public entry.
- 4. Work collaboratively with landowners to define proper easement limits and signage.
- 5. Immediately install gates and fencing to prevent parking lot.

Conclusion

We are not opposing MRGCD's mission.

We value your work and understand the importance of maintaining the channels.

But we also deserve protection and respect for our deeded property rights.

The District's lack of recreational insurance, combined with increasing public use and law enforcement disengagement, has left us exposed and unsafe.

We ask that you correct this imbalance and work with us toward a lawful and equitable solution.

Respectfully submitted,

Kristy LaMariana

Dennis and Debra Mayes, deeded property owners

Camino Vega Verde and Bazan Loop



1931 SECOND ST. SW . ALBUQUERQUE, NM 87102 . 505.247.0234

September 18, 2025

Kristy LaMariana Trustee of Kristy LaMariana Revocable Trust 140 Camino Vega Verde Corrales, NM 87048

RE: Unauthorized Fencing within MRGCD's Cabezon Channel Easement

Dear Kristy LaMariana,

The Middle Rio Grande Conservancy District ("MRGCD") has reviewed the fencing installed within the Cabezon Channel Easement ("Easement"). Please be aware that landowners may not place fences or other impediments within MRGCD easements if they interfere with ingress, egress, or the District's ability to operate and maintain its facilities.

Under New Mexico law, MRGCD's rights as a co-dominant easement holder with AMAFCA are superior to those of the servient landowner. The landowner's use is secondary and cannot unreasonably interfere with MRGCD's ability to operate, inspect, repair, and maintain its facilities. MRGCD policy further prohibits fences, walls, or structures within ditch bank easements without express written permission and requires removal of unauthorized obstructions.

Accordingly, MRGCD hereby directs you to remove the fencing within fifteen (15) calendar days of the date of this letter. If you do not comply, MRGCD will proceed with removal to restore full access to its easement and facilities, the cost of which may be assess to you.

Your prompt attention to this matter is required. Should you wish to discuss this further, you may contact me at 505-247-0234.

Sincerely,

Casey Ish

Director of Lands and Conservation Middle Rio Grande Conservancy District

Cc China Bills - AMAFCA

Journal Article Exhibit

Election: MRGCD board that oversees irrigation, flood control in Middle Rio Grande gets new member

by Cathy Cook/Journal Staff Writer Oct 7, 2025

A board that oversees irrigation releases and flood prevention for the Middle Rio Grande will have one new member after a Tuesday election.

Three incumbent board members were reelected, and one new member, J. Chris Lopez, will fill the Socorro seat being left vacant by Glen Duggins. All four were running unopposed, making the outcome predictable.

People who own property within the conservancy district's benefited area are eligible to vote in MRGCD elections. According to unofficial election results, the candidates each received fewer than 80 votes.

Board members serve four-year terms, so they will be in office until 2029.

The Middle Rio Grande Conservancy District offers irrigation, flood control and water conservation services to farmers and irrigators in the Middle Rio Grande Valley. An elected board of seven directors oversees the entity.

In the coming year, the board will take on issues like upgrading aging infrastructure and trying to reduce New Mexico's water debt to Texas so river water can be stored, which can help farmers during times of drought.

The election results are scheduled to be certified Friday, and board members will be sworn in for their new terms on Oct. 14.

On Tuesday afternoon, Lopez was working on his 700-acre family farm south of Socorro, gathering chile from the fields. Lopez's grandfather started farming in the area in the 1950s, and his father, brother, one daughter and young grandsons still farm.

Lopez already serves on the Socorro Soil and Water Conservation District but wanted to run for the MRGCD board to be a voice for farmers.

"I'm worried about our water. I'm worried about our farmers. Farming and ranching are slowly dying off," Lopez said.

Meanwhile, Karen Dunning won reelection to one of the Bernalillo County positions after serving on the board for 16 years. One of the big issues she expects the board to grapple with in the coming year is insurance.

Many people in the North Valley area particularly like to walk on irrigation ditches, but since MRGCD is not insured for recreation, that's not an activity it can encourage.

"That's a really big deal, because right now, our private insurers have all dropped us, and so we have to use the state," she said. MRGCD does not have the resources to be self-insured.

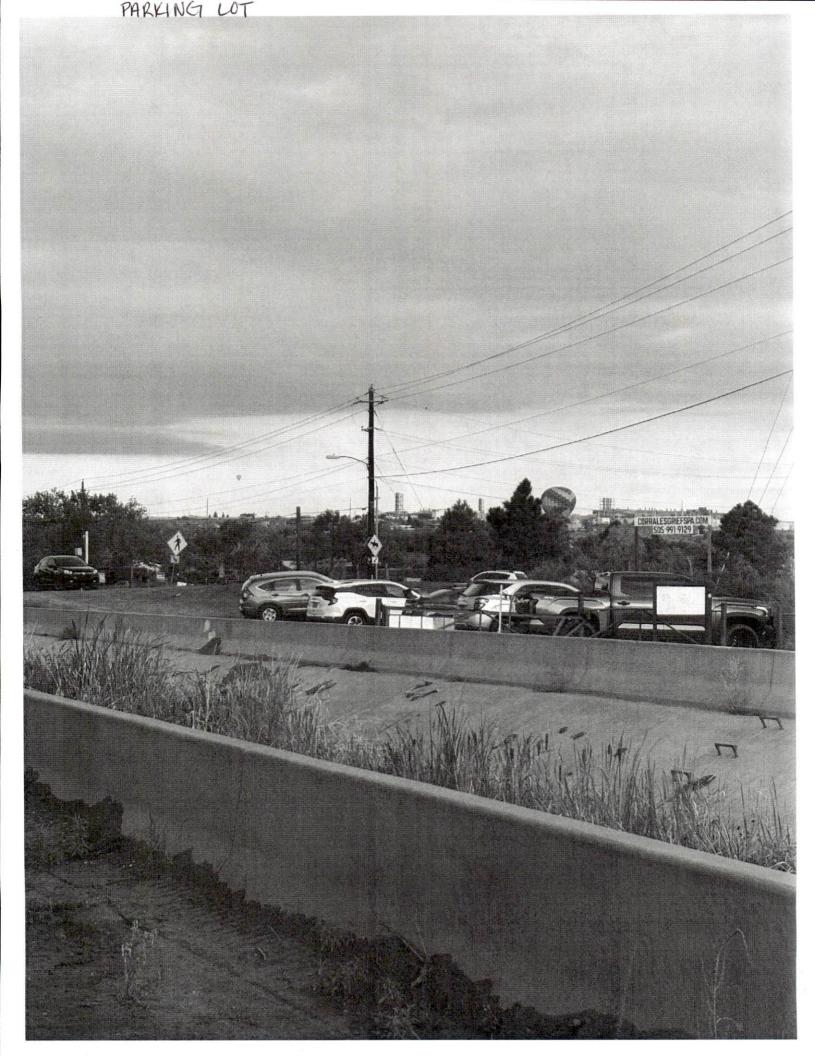
MRGCD is turning 100 this year, and much of the infrastructure it manages needs to be upgraded. The board is looking at rebuilding the Corrales siphon, part of irrigation infrastructure in the Corrales area, which at the high end could cost \$15 million, Dunning said.

"We've been really good about writing grants and getting grants, or low-interest loans. But a lot of those have come from the federal government, and I think that spigot is going to dry up," Dunning said.

Occupational therapist and the board's present vice chair, Colin Baugh was reelected to Position 4, also representing Bernalillo County. Baugh helped reestablish an acequia association in the North Valley in 2008 and was mayordomo for the Pierce Lateral Acequia Association in 2019.

The Sandoval County seat will continue to be filled by the former governor of the San Felipe Pueblo, Michael Sandoval. Sandoval has worked as a water resources specialist for the pueblo and as a civil engineering technician for the Bureau of Indian Affairs.

The other board members are John Kelly, who also represents Bernalillo County; at-large Director Stephanie Russo Baca; and Valencia County Director Brian Jiron. Their terms run through 2027.



Statement Regarding Easement Language: "Successors and Assigns"

The recorded MRGCD easement includes the phrase:

"Grantors, for good and valuable consideration, the receipt of which is hereby acknowledged, do grant, bargain, sell, and convey unto grantee and its successors and assigns the permanent right and easement to construct, reconstruct, operate, and maintain roads, channel improvements, embankments, and other irrigation, drainage, or flood control improvements and facilities on, under, over, and across the described real estate."

Explanation:

The term "successors and assigns" refers only to entities or individuals who lawfully assume or perform the Middle Rio Grande Conservancy District's official duties—such as maintenance, construction, or repair of flood control or irrigation structures.

This language ensures continuity of MRGCD's operational authority if its responsibilities are later carried out by a successor agency, contractor, or authorized designee.

It does not extend easement rights to the general public, recreational users, or any third party not acting directly under the authority of MRGCD.

In plain terms, "successors and assigns" preserves MRGCD's operational access but does **not** create or imply any public access, recreational rights, or general passage across private property.

That is a direct violation of private ownership.

We ask the Board to take four simple, lawful actions:

- 1. Acknowledge in writing that this easement does not grant public access.
- 2. Withdraw the fencing removal directive.
- 3. At MRGCD's expense, install or support fencing, gates, and signage to prevent unauthorized public use at both ends of both easement accesses.
- 4. Collaborate with landowners to clearly define easement boundaries and protect both your operations and our property rights.
- 5. Immediately install gates and fencing to prevent parking lot.

We value MRGCD's mission and respect the need for maintenance access.

But the District's current stance leaves us unprotected, uninsured, and unsafe.

We are asking simply for a lawful, fair, and cooperative resolution.

Thank you for your time.

*3 minute speech MRGCD

Good afternoon, Chairman and members of the board.

My name is Kristy LaMariana, and I'm the owner of 140 Camino Vega Verde, which borders the MRGCD easement in question.

I'm also speaking on behalf of my neighbors, Dennis and Debra Mayes on Bazan Loop, who share this same easement.

We are here today because of the District's recent letter ordering us to remove our fencing — fencing that was approved by your own field representative, Michael Padilla, and has never blocked or interfered with MRGCD operations.

Yet the District now demands removal while allowing or even encouraging public use of this maintenance easement for walking, biking, and horseback riding.

That use is outside the lawful scope of the easement.

The recorded grant allows MRGCD to maintain and operate channels and flood control improvements.

It does not authorize recreation or public access of any kind.

In the October 7 Albuquerque Journal, a board member acknowledged that MRGCD is not insured for recreation — and now relies on the State Risk Management Division.

That means landowners like us bear the liability for injuries that might occur on our deeded property.

We pay the property taxes, yet we carry the risk.

Meanwhile, public use has brought real harm: vandalism, graffiti, drug activity, homeless encampments, and even gunfire — including a bullet hole through my bedroom window.

Police have responded many times, yet your CEO recently told me he personally asked Corrales Police to stop responding to trespass calls on MRGCD easements.

That is unacceptable.

Someone within the District even gave equestrians permission to enter through my property, and they were caught tearing down my fencing to access the Bosque.

Appendix VI 2025 PROTEST INSPECTION FORM



0 190 380 760 Feet



CUSTOMER ID: 16398

PROPCD: 100903614223000000

MRGCD MAP: 80 ISOLOGID: N/A

LEGAL DESCRIPTION: MAP 80 TR 1A3B1B = 10.0980 AC

TOTAL ACRES (AC): 10.10 IRRIGABLE AC: 6.10

ASSESSED AC: 10.10 NOT IRRIGABLE AC: 3.70

PROTESTED AC: 10.10

WATER BANK AC: 0

FIELD INSPECTION: NO

TURNOUT: YES

EVALUATION: ACCESS TO IRRIGATION EXISTS PER PROTEST APPLICATION.

FIELD INSPECTION **REQUESTED**. NON IRRIGABLE AREAS HAVE BEEN IDENTIFIED FROM FIELD INSPECTION NOTES

AND AERIAL IMAGERY.

Legend

Non Irrigable

Irrigable

Surface Water Current

Status,WR_Type

Water Right

No Pre-1907 Water Right

Not Evaluated

". " Supplemental

Cancelled/Expired No Right

Other

DATE: 9/26/2025 2:09 PM

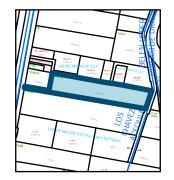


2025 FIELD INSPECTION REPORT

STAFF INITIALS: AM

INSPECTION DATE: 9/23/2025 2: 36: 00 PM

CUSTOMER ID: 16398



ACCESS

Adjacent to MRGCD Facility: Yes

Access Type: MRGCD Facility

Private Ditch Exists: Yes

TURNOUT (TO)

TO Exists: No

TO Condition:

Access with TO installation:

COMMENTS: Property is adjacent to the Los Chavez Acequia. Property dose not currently have a

turnout. An existing private ditch runs along the north boundary of property but it dose

not appear to be in active use. Access can be gained if turnout is installed .

PHOTOS

Photo 1 Comments:

Photo 2 Comments:

SEE ATTACHED PHOTOS EXHIBIT

Photo 3 Comments:

Photo 4 Comments:

Protest Property lot #1



Figure 1: Existing private ditch located on the north boundary of the property



Figure 2: East extent of property adjacent to the Los Chavez Acequia



Figure 3: Existing structure within the property

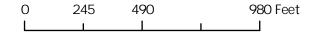


Figure 4: Portions of the property are paved



2025 PROTEST INSPECTION FORM







CUSTOMER ID: 16398

PROPCD: 100903620518300000

MRGCD MAP: 80 ISOLOG ID: N/A

LEGAL DESCRIPTION: MAP 80 TR 1A3B2 = 18.9200 AC

TOTAL ACRES (AC): 18.92 IRRIGABLE AC: 11.70

ASSESSED AC: 18.92 NOT IRRIGABLE AC: 7.10

PROTESTED AC: 18.92

WATER BANK AC: O

FIELD INSPECTION: NO

TURNOUT: YES

EVALUATION: ACCESS TO IRRIGATION EXISTS PER PROTEST APPLICATION.

FIELD INSPECTION REQUESTED. NON IRRIGABLE AREAS HAVE BEEN IDENTIFIED FROM FIELD INSPECTION NOTES

AND AERIAL IMAGERY.

Legend

Irrigable

Non Irrigable

Surface Water Current

Status,WR_Type

Water Right

No Pre-1907 Water Right

Not Evaluated
Supplemental

Cancelled/Expired

No Right
Other

DATE: 9/26/2025 2:42 PM



2025 FIELD INSPECTION REPORT

STAFF INITIALS: AM

INSPECTION DATE: 9/23/2025 3: 09: 00 PM

CUSTOMER ID: 16398



ACCESS

Adjacent to MRGCD Facility: Yes

Access Type: MRGCD Facility

Private Ditch Exists: No

TURNOUT (TO)

TO Exists: Yes

TO Condition: Disrepair

Access with TO installation:

COMMENTS: Exiting turnout located on the adjacent Los Chavez Acequia is not in current use and

dose not appear to be used in some time. There is exiting pond and property has several paved roads on property as well as concrete slabs along cattle fence.

PHOTOS

Photo 1 Comments:

Photo 2 Comments:

SEE ATTACHED PHOTOS EXHIBIT

Photo 3 Comments:

Photo 4 Comments:



Figure 1: Existing abandoned turnout adjacent to the property



Figure 2: Property adjacent to Los Chavez Acequia.

Photos Exhibit for Customer ID 16398, Map 80 Tract 1A3B2 Photos by A. Madera



Figure 3: Existing paved road within property.



Figure 4: Extent of paved road.



Figure 5: Existing concrete slab along cattle fence.

Appendix VII

Director Russo Baca Board Reports October 2025

Report on the Middle Rio Grande Urban Waters Meeting, September 9, 2025

This is a quarterly meeting. The presentations this month were by Dustin Chavez-Davis with Albuquerque Open Space on Bosque Project Updates, Megan Marsee from Bernalillo County on their water conservation program, and Ricky Reedy from Ciudad Soil and Water Conservation District on Forestry Projects.

Report on the New Mexico Water Law 32nd Annual Conference, September 11-12, 2025

This two-day conference included interesting legal presentations on water law topics specific to NM. Presentations included Views from the State Engineers Office, Enforcement of Existing Water Rights, Texas v. New Mexico, Management of the Middle Rio Grande Reservoirs, Conservation of Water in NM, and Offsets in the Middle Rio Grande —specifically about the Pueblo of Sandia and Downstream Water Rights.

Report on the ISC Meeting, September 18, 2025

UPPER AND MIDDLE RIO GRANDE BASIN KEY UPDATES

Rio Grande Compact Status – New Mexico's cumulative Compact debit status is 124,000 acre-feet and Article VII restrictions continue to be in effect. Usable Water in Project Storage was about 65,000 acre-feet as of September 7.

El Vado Reservoir Operations – Reclamation is currently storing about 25,000 acre-feet of San Juan Chama Project (SJCP) and Prior and Paramount (P&P) water. Reclamation's reassessment regarding construction to rehabilitate the dam is ongoing. Abiquiu Reservoir and Dam Operations – Releases from the dam are being monitored to evaluate downstream channel capacity. Under a temporary NMOSE permit, Reclamation currently has about 11,000 acre-feet of P&P water in Abiquiu. The Coalition of Six Middle Rio Grande Basin Pueblos requested a P&P release (the first in many years) on July 10 and since then, releases from Abiquiu and El Vado for P&P needs have occurred on 34 days. Depending on precipitation and P&P demand, P&P releases could begin again before November 15.

INTERSTATE COMPACTS Article VII restrictions remain in effect.

WATER OPERATIONS

El Vado – Currently, about 9,700 acre-feet of SJCP and 15,700 acre-feet of P&P water are being stored in the reservoir, for a total of approximately 25,400 acre-feet of storage in El Vado. This volume is near the maximum that Reclamation plans to store until the dam can be rehabilitated. The reassessment and development of new alternatives to address the safety concerns could take several years to complete.

Abiquiu – The final P&P storage requirement for the 2025 season is 32,668 acre-feet. In addition to the P&P water stored in El Vado, Reclamation is storing about 11,000 acre-feet of P&P water in Abiquiu under a temporary emergency permit that expires at the end of 2025. Due to sedimentation in the lower Rio Chama, the US Army Corps of Engineers (USACE) plans to make incremental releases from Abiquiu Dam during high rainfall events and will monitor channel conditions downstream. There has been no reporting of overbanking or saturation of lands adjacent to the river in the lower Rio Chama this season.

Rio Chama – The NMISC is collaborating with partners at the USACE, Reclamation, and the Albuquerque Bernalillo County Water Utility Authority to study the basin and increase channel capacity in the lower Rio Chama. The NMISC is also pursuing various programs to provide technical and planning assistance, as well as

educational opportunities for local communities in the basin. While those activities are on-going, the NMISC is prepared to respond to emergency flooding or sediment plugs in the Rio Chama to ensure water is conveyed downstream for water users and Compact purposes.

Middle Rio Grande Conservancy District – Models are predicting the allocation for all SJCP contractors will be between 35 and 40 percent of a full allocation. This is a historic low. As of September 7, a total of 30,000 acrefeet of SJCP water has been allocated, which is 31% of a normal allocation.

Report on the Meeting with CHAMP, September 20, 2025

Meeting with Corrales Horse and Mule People at their desensitization clinic with hot air balloons, and there was a discussion about how MRGCD could work with CHAMP to host a clinic about ditch bank safety and possibly bring heavy equipment so riders can work with their animals around heavy equipment that they might encounter on the ditches.

Report on the Farmer Survey Advisory Committee Meeting, September 22, 2025

If you're a producer in the Middle Rio Grande Conservancy District, here's a great opportunity to have your voice heard about water and farming in the district. These small-group conversations are a chance for you to share your experiences, ideas, and concerns directly with those shaping local programs and policies. Participants will receive a \$50 Amazon gift card as a thank-you, along with coffee and donuts during the discussion.

Two sessions are available:

• Wednesday, October 22 | 10–11:30 AM

Raymond G. Sanchez Community Center, 9800 4th St NW, Albuquerque, NM

• Wednesday, October 29 | 2–3:30 PM

New Mexico Tech campus, 801 Leroy Pl, Socorro, NM Space is limited, so please reserve your spot by emailing mrgsurvey@unm.edu or calling/texting Professor Wang at 505-456-0638.



HELP SHAPE THE FUTURE OF WATER & FARMING

We're bringing farmers together to talk honestly about water challenges and the future of agriculture in the Middle Rio Grande Basin. This project is brought to you by the UNM Research Team.

Questions? Contact Professor Wang (505)456-0638

WHAT'S IN IT FOR YOU

- \$50 Amazon gift card for participating
- Coffee & donuts
- Direct line to folks shaping programs & policy
- Connect with other local farmers & share what's working (and what's not)

WHAT TO EXPECT

- One 90-min, small group discussion with fellow farmers
- Share feedback on a draft survey for MRGCD farmers
- No prep required

Your water. Your fields. Your say.

Join our Middle Valley Farmers Discussion Group!

WHO:

Farmers/irrigators in the Middle Rio Grande Conservancy District (MRGCD), 18 yrs. +

WHEN:

Wed, Oct. 22 (10am-11:30am) at Raymond G. Sanchez Community Center: 9800 4th St NW, ABQ, NNM

Wed, Oct. 29 (2pm-3:30pm) at NM Tech Campus: 801 Leroy Pl, Socorro, NM

SPACE IS LIMITED!

FOR QUESTIONS OR TO RESERVE YOUR SPOT CONTACT (CALL OR TEXT): PROFESSOR WANG (UNM PROJECT LEAD) (505)456-0638

Report on the MRGESCP Executive Committee Meeting, September 23, 2025

The Middle Rio Grande Endangered Species Collaborative Program Committee Meeting provides a collaborative forum to support scientific analysis and implementation of adaptive management to the benefit and recovery of the listed species pursuant to the Endangered Species Act within the Program Area, and to protect existing and future water uses while complying with applicable state, federal, and tribal laws, rules, and regulations. The Middle Rio Grande Endangered Species Collaborative Program (MRGESCP or Collaborative Program) is a partnership of 17 signatory entities that support actions in the Middle Rio Grande aimed at protecting and recovering five federally listed species with a focus on science and adaptive management.

Report on the Village of Corrales Public Meeting, September 25, 2025

This meeting was held for the Middle Rio Grande Conservancy District and the Pueblo of Sandia to sign the agreement to move forward on the Corrales Siphon.

Report on the Corrales Harvest Festival, September 28, 2025

The Corrales Harvest Festival celebrates the heritage of farming in Corrales with various stops at historical sites and community booths, making it a fun community event for all to celebrate the rich history and heritage of Corrales.

Report on the MRGCD Presentation at Alvarado Elementary, September 29, 2025

Laura Richards, Nature Teacher at Alvarado Elementary School, invited MRGCD board members Colin Baugh, Karen Dunning, and Stephanie Russo Baca to present to her class about water issues in the Middle Valley. The students were inquisitive and asked many essential questions about water, including those related to the Rio Grande Compact.

Report on the Coalition of Rio Grande Water Users Conference, September 30 – October 2, 2025

This year's conference was titled "Cooperating on the Rio Grande." There were engaging presentations centered around the Rio Grande, including presentations from the Six Middle Rio Grande Pueblo Coalition, Case Study on Canal Lining, MRGCD Pilot Project by Concrete Canvas, and MRGCD's Eric Zamora, as well as Canal Hydropower with Emrgy and Casey Ish.

Report on the Centennial Committee Meeting, October 6, 2025

The Centennial Committee discussed the 100th anniversary movie screening and fundraiser event as well as the employee appreciation event and equipment rodeo.

Report on the Rio Grande 6 Pueblo Coalition Meeting, October 9, 2025

Eric Zamora presented the MRGCD water report as well as the work plan. I reminded the coalition that the MRGCD will be hosting the 100-year anniversary film screening and to keep an eye out for the invitations. Even though there is a government shutdown, the federal employees working on Pueblo water issues were still able to attend.

Report on the Personnel/Finance Committee, October 10, 2025, MRGCD Main Office.

The Personnel and Finance Committee discussed budget issues regarding ad valorem payments.



MEMORANDUM

To: Chairman Kelly, Board of Directors

Through: Jason M. Casuga, CEO/Chief Engineer

From: Casey Ish, Director of Lands and Conservation

Date: November 4, 2025

Re: Consideration/Approval of Executed Licenses for October 2025

Summary: MRGCD EXECUTED the following licenses for October 2025.

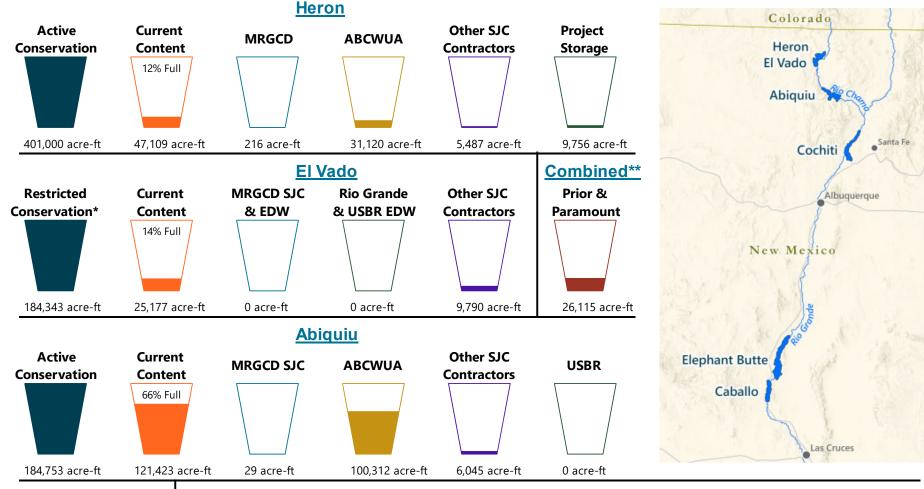
- 1. 307-2023 License to install and maintain a 72'Ø x 40' culvert crossing within the Corrales Main Canal right-of way to serve MRGCD Map 17 & 18 Tract 144 A, Tract 144B, Tract 145B, Tract 152 and 11A in the care of current owner(s) and their successors and/or assigns.
- 2. 348-2024 License with Vero Fiber Networks to install and maintain a buried utility crossing within the Atrisco Riverside Drain, Rio Grande Floodway, and Albuquerque Riverside Drain rights-of-way.
- 3. 018-2025 License with Public Service Company of New Mexico, to install and maintain an aerial utility crossing within the Los Anayas Wasteway right-of-way.
- 4. 073-2025 License with Vero Fiber Networks to install and maintain a buried utility crossing within the Pajarito Lateral right-of way
- 5. 142-2025 Special Use License with American Southwest Ichthyological Researchers for monitoring differences in population structure and abundance of native and nonnative fishes, especially the Rio Grande silvery minnow, across reaches and years.
- 6. 147-2025 License with Public Service Company of New Mexico, to install and maintain an aerial utility crossing within the Alameda Interior Drain right-of-way.
- 7. 172-2025 License with Albuquerque Bernalillo County Water Utility Authority to install and maintain a buried 6" Ø waterline parallel to the outer 5' of the Alameda Lateral right-of-way.
- 8. 185-2025 License with Unite Private Networks to install and maintain an aerial utility crossing within the Alameda Lateral right-of-way.
- 9. 221-2025 Special Use License with NM Underground Utilities Inc. to install a 58" x 39" Arch CMP 48" Ø equivalent culvert pipe crossing within the Pajarito Acequia right-of-way.
- 10. 222-2025 License with Windstream Communications to install and maintain an aerial fiber optic cable utility within the El Vado Dam right-of-way.
- 11. 241-2025 License with Public Service Company of New Mexico, to install and maintain an aerial utility crossing within the Middle Upper Acequia right-of-way.

- 12. 243-2025 License with Public Service Company of New Mexico, to install and maintain an aerial utility crossing within the Tome Interior Drain right-of-way.
- 13. 247-2025 Special Use License with Coyote the Movie, LLC. to film a scene for one night for the movie titled Coyote, within the Albuquerque Riverside Drain right-of-way.
- 14. 256-2025 Special Use License with Day of the Tread to host bicycle tour charity event within the Rio Grande Bosque right-of-way.
- 15. 268-2025 Special Use License with Cascade Drilling to perform drilling related to the southside water reclamation plant restoration project per MRGCD infrastructure license no. 265-2023.
- 16. 269-2025 Special Use License with SW Pipeline Solutions, LLC. to discharge groundwater from dewatering operations into the Isleta Interior Drain per Bernalillo County's Blake Rd. storm drain improvement project.
- 17. 284-2025 Special Use License with Texstar Enterprises, LLC. to install Windstream Fiber Optic Network infrastructure per MRGCD license no. 222-2025.

Reservoir Storage Status

— BUREAU OF — **RECLAMATION**

Nov 4, 2025 data



Cochiti

Current Content



Active



Elephant Butte and Caballo Combined



SJC Content****



- * Currently restricted to 25,678 acre-ft.
- ** 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 acre-ft.

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

MRGCD BOARD MEETING (11-5-2025)

1. Heron Summary

Content:	47,109	ac-ft	(11/5/2025)
Azotea Tunnel:	30	cfs	
Total SJ-C Inflow (2025):	45,246	ac-ft	
Currently Releasing:	100	cfs	
Current MRGCD Storage:	215	ac-ft	

2. El Vado Summary

Content:	25,177	ac-ft	(11/5/2025)
Rio Grande Storage:	15,387	ac-ft	
MRGCD SJ-C Storage:	0	ac-ft	
P&P:	15,387	ac-ft	
Other SJ-C Contractors:	9,790	ac-ft	

Current Release: 100 cfs RG Inflow: 30 - 380 cfs

3. Abiquiu Summary

Content:	121,423	ac-ft	(11/5/2025)

MRGCD SJ-C Storage: 30 ac-ft P&P: 10,727 ac-ft

Total Supplemental Water Released (2025): 7,202 ac-ft

Total Precipitation for Water Year 2026 to 11/5 (% Median; NRCS SNOTEL)

Rio Chama Basin	140%
Upper Rio Grande Basin	232%
Sangre de Cristo Basin	101%
Jemez Basin	113%
San Juan River Basin	255%

- The Middle Rio Grande is fully connected from Cochiti to Elephant Butte.
- Recent rainfall resulted in a San Juan-Chama Project allocation of 7,500 ac-ft for November.
- The 2025 irrigation season officially ended on October 31.
- End of year compact deliveries will begin from Abiquiu on November 17.
- Current storage in Elephant Butte is ~ 89.5 kac-ft.



October 22, 2025

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

RE: Request for Negotiated Right-of-Use License Rates for ReConnect-Funded Broadband Deployment – Socorro County

Western New Mexico Communications Company (WNMC), an RUS-approved ReConnect awardee, respectfully submits this letter requesting a negotiated right-of-use (ROU) licensing structure with the Middle Rio Grande Conservancy District (MRGCD).

On September 8, 2025, MRGCD adopted a revised License Fee Schedule (Resolution M-09-08-25-228) that significantly increased ROU and license fees compared to the 2016 schedule. While WNMC supports the district's responsibility to recover fair administrative and maintenance costs, the magnitude of the increase presents an economic barrier to federally supported broadband deployment serving residents of Socorro County, New Mexico.

WNMC's ReConnect project focuses exclusively on Socorro County, delivering fiber-to-the-premises (FTTP) broadband infrastructure to unserved and underserved communities.

Project routes intersect multiple MRGCD-managed canals, laterals, and drainage corridors where right-of-use licenses are required for fiber conduit crossings and parallels. These routes have been engineered to minimize environmental and operational impacts to the district's irrigation system and right-of-way footprint.

Because the ReConnect program operates under fixed federal funding, unanticipated fee increases cannot be absorbed without jeopardizing project completion and compliance.

WNMC respectfully requests that MRGCD authorize the following negotiated rate structure for all right-of-use licenses associated with WNMC's ReConnect project within Socorro County:



PO Box 3079, Silver City, NM 88062-3079 | (575) 388-2546 | Fax (575) 388-2540

	License Type Proposed Rate		Rationale		
_	Crossing License	\$200 per license + \$0.50 per linear foot	Proportionate to ROW footprint, consistent with historical NM irrigation district precedents.		
	Parallel / Lateral License	\$0.50 per linear foot + \$200 per bundled application (by MRGCD Geo-Code)	Encourages efficient permitting and predictable cost recovery while ensuring MRGCD's administrative costs are met.		

This approach maintains MRGCD's ability to recover inspection, coordination, and maintenance costs while supporting federal broadband deployment goals.

The ReConnect project extends critical broadband service to unserved residents, schools, and businesses throughout Socorro County—aligning directly with local economic development and digital equity objectives.

Socorro's rural environment and limited right-of-way complexity justify a lower fee structure relative to urbanized areas in the Albuquerque Division where services are more broadly provided by major providers.

WNMC respectfully requests that MRGCD:

- Approve the negotiated rates outlined above for all ReConnect-related right-of-use license applications within Socorro County issued to WNMC.
- 2. Authorize staff to process bundled applications by MRGCD Geo-Code to streamline administration.

1

∖Dan Morrisdn

President

Western New Mexico Communications (WNMC)

Email: dan.morrison@wnmt.com

Phone: (575) 388-2546

cc: Wayne Baxter (WNMC), Casey Ish (MRGCD), Michael Padilla (MRGCD)



1931 SECOND ST. SW • ALBUQUERQUE, NM 87102 • 505.247.0234

DATE: November 10, 2025

TO: MRGCD Board of Directors

FROM: Casey Ish, Director of Lands and Conservation

SUBJECT: Consideration and Approval of NM Water Resources Research Institute Grant

Awards to Red Doc Farms & 4 Daughters Farms (MRGCD Acting as Fiscal Agent)

Action Requested

Consideration & Approval

Summary

MRGCD applied for and received two separate grant awards on behalf of Red Doc Farms and 4 Daughters Farms from the Water Resources Research Institute (WRRI). The grant award pays for the installation of modern micro-drip technology in both alfalfa and pecans to test the viability of a hybrid flood irrigation / drip irrigation system to conserve water, reduce pumping costs, and improve crop yields.

MRGCD and the Contractor (N-Drip) will provide administrative and technical support for the installation of pilot technology. The landowners are contributing to in-kind services as part of the grant agreement with WRRI.

MRGCD will act as the fiscal agent for this grant award and has no financial obligation above the grant award.

Red Doc Farms Grant Award - \$195,032.00

4 Daughters Farms Grant Award – 195,032.00

Staff Recommendation

Staff recommends approval of the NM WRRI grant awards for Red Doc Farms and 4 Daughters Farms.



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DATE: November 10, 2025

TO: MRGCD Board of Directors

FROM: Casey Ish, Director of Lands and Conservation

Jo Strange, Bosque Management Coordinator

SUBJECT: Fall/Winter 2025 Bosque Project Updates & Workplan

Action Requested

No Board Action Requested.

Summary

The Conservation Program utilizes grant funds administered through the New Mexico Interstate Stream Commission and a partnership with New Mexico State Forestry to complete Bosque habitat maintenance, river conveyance, and invasive species removal. Given the increase in hazardous fuel loads, aging Cottonwood canopy, and the increasing presence of invasive woody species, MRGCD is taking significant steps to proactively manage wildfire, riparian habitat, and water consumption by invasive species on lands owned by the MRGCD.

With the onboarding of the Bosque Management Coordinator position earlier this year, bosque project work throughout the District will increase to a goal of 300 new acres of treatment and maintenance of up to 600 acres of previously treated areas per year.

As of August of 2025, we have completed the treatment of 17.2 acres in the Belen area which included the grazing of invasive weedy species with goats as well as the removal of dead and down woody material. Both treatments were intended to reduce the fuel load in a heavily used area. As a continuation of the Big Hole Fire restoration, 205 acres received a third treatment for invasive resprout management in Belen.

Contracts in process include:

- 65 acres of treatment in the New Belen Outfall area to enhance wildlife habitat and increase fire resilience,
- Two Rocky Mountain Youth Corp crews for 33 weeks to work on jetty jack mitigation, outfall habitat restoration, and general Bosque habitat monitoring and restoration
- Treatment of 140 acres at the San Fransico Outfall to reduce dense fuel load and protect endangered species habitat, and a 100-acre treatment in Corrales to reduce fuel load and enhance meadow habitat.



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DATE: November 10, 2025

TO: MRGCD Board of Directors

FROM: Casey Ish, Director of Lands and Conservation

Amelia Barrow, Water Resources Specialist

SUBJECT: Staff Update on the 2025 Water Leasing Program and Forecast for the 2026 Water

Leasing Program.

Action Requested

No Board Action Requested.

Summary

The Conservation Program utilizes multiple sources of native Rio Grande water, including water from the Rio Rancho settlement, lease-back from the town of Bernalillo through the Strategic Water Reserve, water savings from the On-Farm Program, and the Environmental Water Leasing Program (EWLP). Water leased through the EWLP is used to support both environmental flows and, more recently, for New Mexico Rio Grande Compact deliveries since 2024. To reflect the dual use of water leased through this program, the name is being changed simply to the Water Leasing Program (WLP).

In 2025, the Water Leasing Program offered irrigators the ability to temporarily lease back water to the District with a full-season or partial-season lease. Irrigators were compensated \$600 per eligible acre for a full-season lease and \$300 per eligible acre for a partial-season lease. This year 127 irrigators enrolled in the WLP, totaling 2,466 acres. Due to a gap in funding, the 2025 WLP was solely funded by the State of New Mexico. Therefore, all water leased (~5,200 AF) in 2025 was dedicated to New Mexico Rio Grande Compact deliveries.

The new MRGCD cooperative agreement with the Bureau of Reclamation, National Fish and Wildlife Foundation, and the State of New Mexico, will provide funding for the Water Leasing Program from 2026 through 2029. The cooperative agreement subaward to MRGCD is expected to be finalized shortly, after which enrollment will open for the 2026 WLP. The 2026 WLP will again offer irrigators the opportunity to enroll in full and partial-season leases, for \$350 and \$200 per eligible acre, respectively. With the new cooperative agreement, leased water may once again be utilized for environmental flow and New Mexico Rio Grande Compact delivery purposes.



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DATE: November 10, 2025

TO: MRGCD Board of Directors

FROM: Casey Ish, Director of Lands and Conservation

Amelia Barrow, Water Resources Specialist

SUBJECT: Alternate Curtailment Location Program for the 2026 Irrigation Season.

Action Requested

Staff requests that the Board review and approve the Alternate Curtailment Location program for offering in the 2026 Irrigation Season.

Summary

The Alternate Curtailment Location (ACL) program, under the Water Bank, offers irrigators the ability to fallow land with surface water rights to irrigate land without surface water rights, in a one-to-one ratio. The ACL is an annual program and must be reapplied for each year. Currently, the program requires that the land to be fallowed has been irrigated within the last year. This prevents the creation of a "new use" by the ACL. Overall, this program allows irrigators to consolidate surface water rights to irrigate preferred land more efficiently.

The current 2025 price schedule for an ACL application includes a \$100 administrative fee and \$50 per acre enrolled in the ACL. In 2025, 72 irrigators enrolled property in the ACL program.

Recommendation

That the Board review and provide any recommendations prior to the final approval of the Alternate Curtailment Location program for the 2026 Irrigation Season.



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INFORMATIONAL ONLY Habitat Conservation Plan Technical Memo November 10, 2025

Background

With the requirement for a new Biological Opinion by 2028, MRGCD could benefit from taking proactive action on renewed consultation with the United States Fish and Wildlife Service (USFWS or Service). One route for such action is through a Habitat Conservation Plan (HCP) and Incidental Take Permit, under Section 10 of the Endangered Species Act (ESA). An HCP is a planning document intended for use when otherwise lawful activities of a non-federal entity, such as the MRGCD, may result in the unintentional take of federally listed species (*Habitat Conservation Plans*). Take, as defined in the ESA, means "to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct" (NOAA Fisheries 2022). This document outlines the expected effects of the proposed incidental taking, impact mitigation and minimization efforts, conservation measure funding sources, and alternatives to the proposed action (*Habitat Conservation Plans*). In response to the submittal of an HCP and Incidental Take Permit application, the USFWS can authorize a limited and specified take of listed species analyzed in the HCP. An HCP ensures that the impacts of the authorized incidental take are mitigated to the fullest extent possible.

Application Process and Outcomes

The process would begin with MRGCD developing an HCP with a qualified contractor. The HCP should include anticipated impacts on each species with incidental take, proposed mitigation strategies, alternatives for proposed actions, and funding sources. Additionally, the HCP must adhere to the USFWS's Five Points Policy, including "1. biological goals and objectives, which define the expected biological outcome for each species covered by the HCP; 2. adaptive management, which includes methods for addressing uncertainty and also monitoring and feedback to biological goals and objectives; 3. monitoring for compliance, effectiveness, and effects; 4. permit duration which is determined by the time-span of the project and designed to provide the time needed to achieve biological goals and address biological uncertainty; and 5. public participation according to the National Environmental Policy Act" (NOAA Fisheries 2025).

Once the HCP is complete, it will be submitted to the Service along with an Incidental Take Permit application. The Service reviews the application package, prepares a Biological Opinion (BO), and determines the compliance need with the National Environmental Policy Act (NEPA)(*Habitat Conservation Plans*). Compliance with NEPA is required for all federal actions. In this case, the federal action is the issuing of an Incidental Take Permit. MRGCD would be required to prepare an Environmental Assessment or Environmental Impact Statement for submittal to USFWS. The USFWS then prepares a

finding document and opens public comment period for the NEPA and HCP documents (*Habitat Conservation Plans*).

If the HCP, Incidental Take Permit application, and NEPA documents are approved, an Incidental Take Permit is issued. Then MRGCD could begin the proposed action in accordance with the Incidental Take Permit terms and conditions. It is also possible that the MRGCD could be required to obtain a Bald and Golden Eagle Protection Act Permit, depending on the analysis of the USFWS.

Existing and Anticipated Actions of MRGCD

The "proposed actions" of MRGCD with potential for incidental take include, but are not limited to:

- Operating diversion dams to deliver water to MRGCD lands to meet agricultural demand of lands with water rights, including the lands of the six MRG Pueblos.
- Operating drains and wasteways to re-divert for irrigation and to return water to the river, as appropriate.
- Requesting storage and release of water at El Vado and Abiquiu to meet the irrigation needs of constituents.
- Land management activities within the floodplain and mainstem of the Rio Grande
 - Fire management
 - o Invasive Species Removal
 - o Sediment removal and transport
 - Destabilizing bar and islands within the river
 - Habitat restoration

Pros and Cons of Habitat Conservation Plans

There are multiple potential benefits of pursuing an HCP and Incidental Take Permit. First off, once the HCP is approved and an Incidental Take Permit is issued, the MRGCD would have a guarantee that their covered actions would be in compliance with the ESA, providing that the terms of the permit are met. Being in complete compliance with the ESA could help protect the MRGCD from further environmental litigation related to endangered species. Similarly, an HCP provides "No Suprises" Assurances which protect the permittee from unforeseen circumstances and additional mitigation requirements from the USFWS without the consent of the permit holder (*Habitat Conservation Plans and "No Surprises" Assurances: Frequently Asked Questions*).

Pursuing an HCP and Incidental Take Permit could also allow MRGCD to gain coverage for take of proposed endangered or candidate endangered species (*Habitat Conservation Plans*), including the monarch butterfly (*Danaus Plexippus*). By including the Monarch Butterfly in the application for incidental take and HCP, MRGCD would be covered for incidental take if and when the species is listed as federally endangered. This proactive approach could prevent the need for additional Incidental Take Permit applications in the future.

On the other hand, there are potential drawbacks to HCPs. Once an HCP is approved and an Incidental Take Permit is issued, the applicant is required to submit annual reports to the Service on how conservation measures are being implemented (*Habitat Conservation Plans*). This would be a lasting obligation of the MRGCD, for the term of the Incidental Take Permit. Additionally, initiating the HCP process ensures that there will be a NEPA requirement, which could be costly and time-consuming.

Literature Cited

NOAA Fisheries. *Glossary: Endangered Species Act.* (2022). https://www.fisheries.noaa.gov/laws-and-policies/glossary-endangered-species-act. Accessed July 2025.

NOAA Fisheries. *Permits for the Incidental Taking of Endangered and Threatened Species*. (2025). https://www.fisheries.noaa.gov/permit/permits-incidental-taking-endangered-and-threatened-species. Accessed July 2025.

U.S. Fish & Wildlife Service. *Habitat Conservation Plans*. (n.d.). https://www.fws.gov/service/habitat-conservation-plans. Accessed July 2025.

U.S. Fish & Wildlife Service. *Habitat Conservation Plans and "No Surprises" Assurances: Frequently Asked Questions*. (n.d.). https://www.fws.gov/node/265320. Accessed July 2025.



To: Chairman Kelly, Board of Directors

Through: Jason M. Casuga, CEO/Chief Engineer

From: Human Resources
Date: November 10, 2025

Re: Introduction of New Hires and Job/Title Changes

Belen Division

JACOB	LOPEZ	FIELD MAINTENANCE SUPERVISOR	10/13/2025 PROMOTION
GREGORIO	ROMERO	MECHANIC	11/10/2025

Albuquerque Division

LUIS		PEREZ ALVARADO	FIELD MAINTENANCE TECHNICIAN	10/27/2025
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General Office

JENNIFER	TRUJILLO	DIVISION CLERK II	11/10/2025
ALICIA	HANS	GIS TECHNICIAN I	11/10/2025



To: Chairman Kelly, Board of Directors

Through: Jason M. Casuga, CEO/Chief Engineer

From: Christine Nardi, Director of Human Resources

Date: October 29, 2025

Re: Consideration/Approval of MRGCD Holiday Schedule for Calendar Year 2026.

Summary: Staff is requesting Board approval of the MRGCD Holiday Schedule for Calendar Year 2026 as reflected

below:

HOLIDAY	APPROVED DATE
New Year's Day	Thursday, January 1
Martin Luther King, Jr.'s Birthday	Monday, January 19
Memorial Day	Monday, May 25
Independence Day	Friday, July 3
Labor Day	Monday, September 7
Veteran's Day	Wednesday, November 11
Thanksgiving Day	Thursday, November 26
Day after Thanksgiving Day	Friday, November 27
Christmas Eve	Thursday, December 24
Christmas Day	Friday, December 25



MIDDLE RIO GRANDE CONSERVANCY DISTRICT GENERAL OFFICE 2026 HOLIDAY SCHEDULE (For General Public)

HOLIDAY

New Year's Day

Martin Luther King, Jr.'s Birthday

Memorial Day

Independence Day

Labor Day

Veteran's Day (observed)

Thanksgiving Day

Day after Thanksgiving Day

Christmas Day

Day After Christmas Day

APPROVED DATE

Thursday, January 1

Monday, January 19

Monday, May 25

Friday, July 3

Monday, September 7

Wednesday, November 11

Thursday, November 26

Friday, November 27

Friday, December 25

Monday, December 28



To: Chairman Kelly, Board of Directors

Through: Jason M. Casuga, CEO/Chief Engineer From: Richard DeLoia, Chief Procurement Officer

Date: October 28th, 2025

Re: Consideration/Approval – Feeder 3 Transmission Line Phase 1 Project

Summary: MRGCD staff is requesting approval of the Feeder 3 Transmission Line Phase 1 Project, procured by Bohannan Huston, Bid dated October 23rd, 2025. Funded through the Water Trust Board Grant #G3748.

Staff Recommendation: Bohannan Huston and MRGCD Staff have accepted the request for bid process and are recommending award to the lowest responsible bidder, AUI Inc., in the amount of \$3,932,831.60 including NMGRT at 8.0625%. Please refer to the attached Recommendation of Award Letter from Bohannan Huston and the summary below.

BIDDER	TOTAL BID WITH NMGRT
AUI Inc.	\$3,932,831.60
File Construction LLC	\$4,403,285.90
TLC Plumbing & Utility	\$4,751,013.52
Spartan Construction	\$4,843,936.60
Sanchez Demolition	\$4,875,383.89
H.O. Construction	\$5,884,230.06
Engineers Estimate	\$4,516,712.09



New Mexico:
Albuquerque | Las Cruces
Colorado:
Denver | Grand Junction
800.877.5332
bhinc.com

October 24, 2025

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

Re: Feeder 3 Transmission Line, Phase 1 Bid Opening and Recommendation of Award

Dear Mr. Casuga,

Bids were opened for the above-referenced project on October 23, 2025, at 10:00 a.m. The following is a summary of the bids received:

Contractor	Base Bid
Engineer's Estimate	\$4,516,712.09
AUI Inc.	\$3,932,831.60
File Construction, LLC	\$4,403,285.90
TLC Plumbing & Utility	\$4,751,017.52
Spartan Construction	\$4,843,936.60
Sanchez Demolition, Inc.	\$4,875,383.89
H.O. Construction	\$5,884,230.06

Note: All values include allowances and NMGRT.

A tabulation of bids (after check) and the Engineer's cost estimate are attached.

There were three (3) errors in three (3) of the six bids received. TLC Plumbing and Utility calculated NMGRT incorrectly and subsequently calculated the totals incorrectly. Spartan Construction and Sanchez Demolition performed cost extension arithmetic incorrectly on line 8. NMGRT and bid totals have been updated in the attached bid tabulations.

After the evaluation, the apparent low bidder for the project is AUI Inc. BHI has reviewed the documents provided with AUI Inc.'s submitted bid, which included the following:

- The bid proposal was signed by Darrin Howells, an individual duly authorized to bind the company.
- AUI Inc., is a licensed contractor in the State of New Mexico, License No. 20617, License Classifications GA98, and GF98. BHI has verified this information with PSI License Management (http://public.psiexams.com/search.jsp).

Jason Casuga, PE MRGCD October 23, 2025 Page 2

The New Mexico Department of Workforce Solutions listed a Registration No. of 0189272011615 for AUI Inc.,:

(https://www.dws.state.nm.us/pwaa/LRDEmployer/PW/Search/LEFSearch.ASPX).

Along with the signed bid proposal form, AUI Inc., submitted the following complete bid items:

Bid bond in the amount of 5% of the Bid with Power of Attorney. The surety for the Bid Bond is Western Surety Company (NAIC #13188), who is listed on Federal Circular 570 and licensed to do business in the State of New Mexico to an underwriter's limit of \$147,759,000. We have verified this information with the U.S. Department of the Treasury's Listing of Sureties Approved to Conduct Business in the State of New Mexico:

(https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570 a-z.htm#f).

- Resident Contractor Certificate
- Subcontractors Listing
- Proposed Suppliers
- Qualification Statement
- Non-collusion affidavit
- Campaign Contribution Disclosure form

Based on the information received, AUI Inc. has submitted the lowest responsive, responsible bid. BHI therefore recommends, if a contract be awarded, it be awarded to AUI, Inc. for the base bid, including New Mexico gross receipts tax for a project total of \$3,932,831.60

The Middle Rio Grande Conservancy District shall also verify the contractor meets all other criteria stated in the bidding documents.

Sincerely

Nathan Roberts, PE

Engineer

NDR/ab Enclosures

Feeder 3 Transmission Line & Booster Station 100% Engineer's Estimate 10/23/2025

Bid Item #	Item Description	Est. Qty	Unit	Un	it Price	Amount		
1	Construction Surveying, and Staking, complete.	1	LS	\$	54,000.00	\$	54,000.00	
2	Post Construction As-Built plan preparation, complete.	1	LS	\$	38,000.00	\$	38,000.00	
3	Construction Mobilization & Demobilization compl.	1	LS	\$	160,000.00	\$	160,000.00	
4	Construction Traffic Control & Barricading,compl.	1		\$	·	\$		
5		1	LS	.	135,000.00		135,000.00	
	NPDES Permitting and compliance, compl.	1	LS	\$	25,000.00	\$	25,000.00	
6	SWPPP Permitting and compliance including development and implementation of Stormwater Pollution Prevention Plans and Water Control Plans, cip.	1	LS	\$	10,000.00	\$	10,000.00	
7	Clearing and grubbing, compl.	2	AC	\$	2,500.00	\$	5,000.00	
8	36 inch PVC DR 25 class 165 pipe, including restraints, reducers, bends, harnesses, temporary caps, and associated appurtenances or other miscellaneous fittings, trenching, compaction, and backfill, all depths, cip.	4,700	LF	\$	525.00	\$	2,467,500.00	
9	36 inch butterfly valve (MJxMJ) including restraints, marker posts, valve can, lid, and concrete collar, cip.	3	EA	\$	65,000.00	\$	195,000.00	
10	Furnish and Install Trenchless roadway crossing of water line by Jack and Bore, including 48" x 0.375" thick steel casing incl. casing spacers, excavation, and support of bore and receiving pits & end seals, test stations, and utility identification markers, as specified on the Construction Drawings, cip.	320	LF	\$	1,500.00	\$	480,000.00	
11	CLSM (Flowable Fill) backfill for pipes with less than minimum horizontal/vertical separation, including rebar, and delivery.	5	CY	\$	525.00	\$	2,625.00	
12	Construct concrete energy dissipation structure, incl. all concrete, admixtures, reinforcement, de-watering, subgrade preparation, formwork, labor, hinged lid, manhole rungs, pipe stand, and mechanical pipe seals, cip.	1	LS	\$	175,000.00	\$	175,000.00	
13	Shotcrete lining, 6" thick shotcrete installation, 4,000 psi, including all associated materials, admixtures, reinforcement, subgrade preparation, and compaction, cip.	250	SY	\$	325.00	\$	81,250.00	
14	Cut off Wall, Portland cement concrete, angular or straight, as indicated in the Construction Drawings. Incl. formwork, excavation, subgrade preparation, support of adjacent structures, reinforcement, backfill and compaction, cip.	55	CY	\$	780.00	\$	42,900.00	
15	Existing Pavement, Asphalt Concrete, any thickness, sawcut, remove and dispose, compl.	22	SY	\$	12.00	\$	264.00	
16	Asphalt Concrete, 3" thick, superpave SP-III, with machine or hand laydown, cip.	44	SY	\$	25.00	\$	1,100.00	
17	Asphalt Concrete, 2" thick, superpave SP-IV (or Residential Paving Type B), with machine or hand laydown, cip.	22	SY	\$	20.00	\$	440.00	
18	6" Combination Air Release Valve and vault including all associated fittings, appurtenances, formwork and miscellaneous materials per ABCWUA Std. DWG 2350, cip.	1	EA	\$	78,000.00	\$	78,000.00	
19	Prime Coat, emulsified asphalt, cip.	22	SY	\$	1.50	\$	33.00	
20	Tack Coat, emulsified asphalt, cip.	22	SY	\$	2.00	\$	44.00	
21	36" Proco Proflex Style 731 Slip on Check Valve, including all associated fittings and materials, cip.	1	EA	\$	25,000.00	\$	25,000.00	

22	Aggregate base course, crushed, 6" at 95% compaction, complete in place.	22	SY	\$ 200.00	\$ 4,400.00
23	Subgrade Preparation, 12", at 95% compaction, complete in place.	22	SY	\$ 28.00	\$ 616.00
24	36 inch Ductile Iron Class 150 pipe, including restraints, reducers, bends, harnesses, miscellaneous fittings, trenching, backfill and compaction, all depths, cip.	30	LF	\$ 1,200.00	\$ 36,000.00
25	Bollards (Stationary Post), incl. furnish & install, as indiacted in the Construction Drawings, including all materials and labor, cip.	3	EA	\$ 850.00	\$ 2,550.00
SUBTOT	'AL				\$ 4,019,722.00
BNSF Fla	agging and Inspection Allowance				\$ 35,000.00
Construct	ion Materials Testing				\$ 15,000.00
Utility Re	location Allowance				\$ 10,000.00
Dewaterin	\$ 100,000.00				
NMGRT	\$ 336,990.09				
TOTAL					\$ 4,516,712.09

This estimate of construction cost is only an opinion. BHI cannot and does not guarantee that proposals, bids, or actual Construction Costs will not vary from this opinion.

Feeder 3 Transmission Line & Booster Station

Project #: 20240269

Date: 10/23/2025

Date.	10/23/2025																		
				Engine	er's OPC	AL	II, Inc		File Construc	tion, LLC	TLC Plumbin	ng & Utility	Spartan C	onstruction	Sanchez De	molition, Inc	H.O. Con	struction	
Bid Item	n Description		Quantity	Cost/Unit	Extension	Cost/Unit2	Extension2	Co	ost/Unit22	Extension23	Cost/Unit23	Extension22	sio Cost/Unit24	Extension25	m: Cost/Unit25	Extension26	um: Cost/Unit26	Extension27 (un	% Total of Low Bid
1	Construction Surveying, and Staking, complete.		1	\$ 54,000.00	\$54,000.00	\$60,296.00	\$60,296.00	\$	25,684.40	\$25,684.40	\$35,000.00	\$35,000.00	\$81,732.00	\$81,732.00	\$51,168.00	\$51,168.00	\$20,000.00	\$20,000.00	1.34%
2	Post Construction As-Built plan preparation, complete. Construction Mobilization & Demobilization compl.	LS	1	\$ 38,000.00 \$ 160,000.00	\$38,000.00 \$160,000.00	\$15,484.00 \$300,000.00	\$15,484.00 \$300,000.00	\$	4,272.60 175,069.80	\$4,272.60 \$175,069.80	\$5,000.00 \$500,000.00	\$5,000.00 \$500,000.00	\$3,156.50 \$344,540.00	\$3,156.50 \$344,540.00	\$12,184.90 \$463,024.90	\$12,184.90 \$463,024.90	\$10,000.00 \$400,000.00	\$10,000.00 \$400,000.00	0.95%
4	Construction Mobilization & Demobilization compt. Construction Traffic Control & Barricading,compt.		1	\$ 135,000.00	\$150,000.00	\$16,694.00	\$16,694.00	\$	10.111.70	\$175,069.80	\$10,000.00	\$10,000.00	\$344,540.00	\$344,540.00	\$463,024.90	\$463,024.90	\$54,000.00	\$54,000.00	3.98%
5	NPDES Permitting and compliance, compl.	LS		\$ 25,000.00	\$25,000.00	\$3,836.00	\$3,836.00	\$	7,432.90	\$7,432.90	\$10,000.00	\$10,000.00	\$18,939.00	\$18,939.00	\$6,074.90	\$6,074.90	\$12,000.00	\$12,000.00	0.62%
					. ,		.,,				,	,		,	,.			. ,	
	SWPPP Permitting and compliance including development and implementation of Stormwater Pollution Prevention Plans	LS	1																
6	and Water Control Plans, cip.			\$ 10,000,00	\$10,000.00	\$16,991.00	\$16,991.00		9.989.60	\$9,989.60	\$5,000.00	\$5,000.00	\$27,777.20	\$27,777.20	\$48,561.48	\$48,561.48	\$18,000.00	\$18,000.00	0.25%
7	Clearing and grubbing, compl.	AC	2	\$ 2,500.00	\$5,000.00	\$2,764.00	\$5,528.00	\$	7,098.80	\$14,197.60	\$15,000.00	\$30,000.00	\$10,100.80	\$20,201.60	\$4,272.57	\$8,545.14	\$18,000.00	\$36,000.00	0.12%
	36 inch PVC DR 25 class 165 pipe, including restraints,																		
	reducers, bends, harnesses, temporary caps, and associated	LF																	
	appurtenances or other miscellaneous fittings, trenching,	LF	4,700																
8	compaction, and backfill, all depths, cip.			\$ 525.00	\$2,467,500.00	\$372.00	\$1,748,400.00	\$	371.70	\$1,746,990.00	\$375.00	\$1,762,500.00	\$438.78	\$2,062,266.00	\$536.42	\$2,521,174.00	\$530.00	\$2,491,000.00	61.38%
	36 inch butterfly valve (MJxMJ) including restraints, marker	EA	3		\$40F.000.00	\$49.984.00	A4 40 050 00		445 470 40	A405 500 00	4475 000 00	Aror 000 00	4007.000.00	4000 000 00	400 004 40	\$186.693.48	A475 747 00	A507.044.00	4.85%
9	posts, valve can, lid, and concrete collar, cip.			\$ 65,000.00	\$195,000.00	\$49,984.00	\$149,952.00	\$	145,173.40	\$435,520.20	\$175,000.00	\$525,000.00	\$207,362.00	\$622,086.00	\$62,231.16	\$186,693.48	\$175,747.00	\$527,241.00	4.85%
	Furnish and Install Trenchless roadway crossing of water line																		
	by Jack and Bore, including 48" x 0.375" thick steel casing incl. casing spacers, excavation, and support of bore and receiving	I.F.	320																
	pits & end seals, test stations, and utility identification																		
10	markers, as specified on the Construction Drawings, cip.			\$ 1,500.00	\$480,000,00	\$1,900.00	\$608,000,00	s	2,619.20	\$838.144.00	\$2,600.00	\$832,000.00	\$1,969.11	\$630,115.20	\$1,793,25	\$573.840.00	\$2.892.00	\$925,440.00	11.94%
	CLSM (Flowable Fill) backfill for pipes with less than minimum																		
11	horizontal/vertical separation, including rebar, and delivery.	CY	5	\$ 525.00	\$2,625.00	\$395.00	\$1.975.00	s	1 215 00	\$6.579.00	\$1,200.00	\$6,000.00	\$349.40	\$1,747.00	\$879.75	\$4.398.75	\$2.500.00	\$12,500.00	0.07%
- 11			+	\$ 525.00	\$2,525.00	\$395.UU	\$1,9/5.00	3	1,315.80	ao,578.00	\$1,200.00	\$0,000.00	\$349.4U	\$1,747.00	ao/9./5	\$4,388./5	\$Z,5UU.UU	\$12,00.00	, 0.0/%
	Construct concrete energy dissipation structure, incl. all																		
	concrete, admixtures, reinforcement, de-watering, subgrade preparation, formwork, labor, hinged lid, manhole rungs, pipe	LS	1																
12	stand, and mechanical pipe seals, cip.			\$ 175,000.00	\$175,000.00	\$135.745.00	\$135.745.00		157.409.20	\$157.409.20	\$140,000.00	\$140,000.00	\$110,350.00	\$110,350.00	\$86.214.36	\$86.214.36	\$270,776.00	\$270,776.00	4.35%
12			1	\$ 175,000.00	\$175,000.00	\$135,745.00	\$135,745.00	2	157,409.20	\$157,409.20	\$140,000.00	\$140,000.00	\$110,350.00	\$110,350.00	\$60,214.30	\$00,214.30	\$270,776.00	\$270,776.00	4.35%
	Shotcrete lining, 6" thick shotcrete installation, 4,000 psi, including all associated materials, admixtures, reinforcement,	SY	250																
	subgrade preparation, and compaction, cip.	31	230																
13			-	\$ 325.00	\$81,250.00	\$380.00	\$95,000.00	\$	380.40	\$95,100.00	\$550.00	\$137,500.00	\$303.02	\$75,755.00	\$230.66	\$57,665.00	\$650.00	\$162,500.00	2.02%
	Cut off Wall, Portland cement concrete, angular or straight, as																		
	indicated in the Construction Drawings. Incl. formwork, excavation, subgrade preparation, support of adjacent	CY	55																
	structures, reinforcement, backfill and compaction, cip.																		
14	Existing Pavement, Asphalt Concrete, any thickness, sawcut,		-	\$ 780.00	\$42,900.00	\$2,108.00	\$115,940.00	\$	2,829.10	\$155,600.50	\$650.00	\$35,750.00	\$1,262.60	\$69,443.00	\$693.20	\$38,126.00	\$2,500.00	\$137,500.00	1.07%
15	remove and dispose, compl.	SY	22	\$ 12.00	\$264.00	\$51.00	\$1,122.00	\$	216.00	\$4,752.00	\$50.00	\$1,100.00	\$315.65	\$6,944.30	\$52.17	\$1,147.74	\$200.00	\$4,400.00	0.01%
	Asphalt Concrete, 3" thick, superpave SP-III, with machine or	SY	44																
16	hand laydown, cip.	0.		\$ 25.00	\$1,100.00	\$323.00	\$14,212.00	\$	125.70	\$5,530.80	\$150.00	\$6,600.00	\$63.13	\$2,777.72	\$65.13	\$2,865.72	\$155.00	\$6,820.00	0.03%
	Asphalt Concrete, 2" thick, superpave SP-IV (or Residential	SY	22																
17	Paving Type B), with machine or hand laydown, cip.	0.		\$ 20.00	\$440.00	\$93.00	\$2,046.00	\$	94.30	\$2,074.60	\$120.00	\$2,640.00	\$50.50	\$1,111.00	\$65.73	\$1,446.06	\$155.00	\$3,410.00	0.01%
	6" Combination Air Release Valve and vault including all																		ſ
	associated fittings, appurtenances, formwork and	EA	1																
18	miscellaneous materials per ABCWUA Std. DWG 2350, cip.			\$ 78,000,00	\$78.000.00	\$101.742.00	\$101,742.00	s	140.766.70	\$140.766.70	\$120,000.00	\$120.000.00	\$121.696.70	\$121.696.70	\$101.688.96	\$101.688.96	\$73,000.00	\$73,000,00	1.94%
19	Prime Coat, emulsified asphalt, cip.	SY	22	\$ 1.50	\$33.00	\$3.90	\$85.80	\$	42.70	\$939.40	\$120,000.00	\$120,000.00	\$121,696.70	\$2,083.18	\$40.35	\$887.70	\$55.00	\$1,210.00	0.00%
20	Tack Coat, emulsified asphalt, cip.	SY	22	\$ 2.00	\$44.00	\$2.90	\$63.80	\$	42.70	\$939.40	\$3.00	\$66.00	\$107.32	\$2,361.04	\$40.35	\$887.70	\$55.00	\$1,210.00	0.00%
21	36" Proco Proflex Style 731 Slip on Check Valve, including all	EA	1	\$ 25,000.00	\$25,000.00	\$24,011.00	\$24,011.00		21,949.60	\$21,949.60	\$40,000.00	\$40,000.00	\$33,946.00	\$33,946.00	\$32,869.86	\$32,869.86	\$68,113.00	\$68,113.00	0.62%
21	associated fittings and materials, cip. Aggregate base course, crushed, 6" at 95% compaction,		1	\$ 25,000.00	\$25,000.00	\$24,011.00	\$24,011.00	a a	21,949.00	φ21,949.0U	\$40,000.00	\$40,000.00	\$33,940.00	\$33,840.00	\$32,009.00	\$32,009.00	\$00,113.00	400,113.UU	0.02%
22	complete in place.	SY	22	\$ 200.00	\$4,400.00	\$76.00	\$1,672.00	\$	106.00	\$2,332.00	\$60.00	\$1,320.00	\$44.19	\$972.18	\$64.79	\$1,425.38	\$75.00	\$1,650.00	0.11%
23	Subgrade Preparation, 12", at 95% compaction, complete in	SY	22	\$ 28.00		*****	44 05			4000		4005	Av	40.05		4005		****	0.05**
23	place. 36 inch Ductile Iron Class 150 pipe, including restraints,		+	\$ 28.00	\$616.00	\$60.00	\$1,320.00	\$	37.30	\$820.60	\$30.00	\$660.00	\$101.00	\$2,222.00	\$43.66	\$960.52	\$20.00	\$440.00	0.02%
	reducers, bends, harnesses, miscellaneous fittings, trenching,	LF	30																
24	backfill and compaction, all depths, cip.			\$ 1,200.00	\$36,000.00	\$1,719.00	\$51,570.00	\$	1,567.80	\$47,034.00	\$860.00	\$25,800.00	\$1,430.00	\$42,900.00	\$2,819.07	\$84,572.10	\$1,350.00	\$40,500.00	0.90%
	Bollards (Stationary Post), incl. furnish & install, as indiacted in																		
25	the Construction Drawings, including all materials and labor,	EA	3	\$ 850.00	\$2,550.00	\$2,573.00	\$7,719.00		1,839.30	\$5,517.90	\$1,500.00	\$4,500.00	\$1,802.60	\$5,407.80	\$1,615.53	\$4,846.59	\$2,500.00	\$7.500.00	0.06%
	<u> </u>			Subtotal (Bid Items 1-25)	\$ 4,019,722.00	Q2,070.00	\$ 3,479,404.60	,	1,000.00	\$3,914,758.50	\$2,000.00	\$4,236,546.00	ψ1,002.00	\$4,322,532.42	ψ <u>1</u> ,010.00	\$4,351,633.44	φε,σου.σο	\$5,285,210.00	, 0.0070
				and Inspection Allowance			\$35,000.00			\$35,000.00		\$35,000.00		\$35,000.00		\$35,000.00		\$35,000.00	
Construction Materials Testing Allowance					\$15,000.00 \$10.000.00		\$15,000.00 \$10,000.00			\$15,000.00 \$10.000.00		\$15,000.00 \$10.000.00		\$15,000.00 \$10.000.00		\$15,000.00 \$10.000.00		\$15,000.00	
-			U	tility Relocation Allowance Dewatering Allowance			\$10,000.00 \$100.000.00			\$10,000.00 \$100.000.00		\$10,000.00 \$100.000.00		\$10,000.00 \$100.000.00		\$10,000.00 \$100.000.00		\$10,000.00 \$100.000.00	
		\$4,179,722.00		\$3,639,404.60			\$4,074,758.50		\$4,396,546.00		\$4,482,532.42		\$4,511,633.44		\$5,445,210.00				
				NMGRT @8.0625%	\$336,990.09		\$293,427.00			\$328,527.40		\$354,471.52		\$361,404.18		\$363,750.45		\$439,020.06	
				TOTAL	\$4,516,712.09		\$3,932,831.60			\$4,403,285.90		\$4,751,017.52		\$4,843,936.60		\$4,875,383.89		\$5,884,230.06	



To: Chairman Kelly, Board of Directors

Through: Jason M. Casuga, CEO/Chief Engineer From: Richard DeLoia, Chief Procurement Officer

Date: October 22nd, 2025

Re: Consideration/Approval – Corrales Siphon Construction Administration

Summary: MRGCD staff is requesting approval of the Corrales Siphon Project Construction Administration Task Order, Funded through the Water Trust Board Grant #6297.

Staff Recommendation: MRGCD Staff have accepted the Task Order and are recommending award to Wilson & Co. for the Corrales Siphon Project Construction Administration in the amount of \$996,527.19 including NMGRT at 7.5625%. This Task Order will be awarded per MRGCD Engineering On-Call Contracts obtained through the Request for Proposals process in 2023.

VENDOR	TOTAL WITHOUT NMGRT	TOTAL WITH NMGRT				
WILSON & COMPANY	\$926,463.40	\$996,527.19				



4401 Masthead Street NE, Suite 150 Albuquerque, NM 87109 505 348 4000 (phone) 505 348 4055 (fax) wilsonco.com

October 28, 2025

Mr. Jason Casuga, PE Chief Engineering CEO Middle Rio Grande Conservancy District 1931 Second Street, S.W. Albuquerque, NM 87102

Re: Corrales Siphon CA.

Dear Mr. Casuga:

Wilson & Company has prepared a Task Order for the above referenced project. The Task Order will provide professional services for the Construction Administration for Corrales Siphon Reconstruction, as outlined in the "Corrales Siphon Replacement" Plans from February 2025. The intent of the project is to replace the existing siphon and tie into existing ditches on the upstream and downstream sides of the river. The scope of the services will include:

Task 1 Project Setup

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

Task 2 Project Observation

Daily regular time observation will take place for 52 weeks. The observations will be completed Monday-Friday while the Contractor is working on site. Daily construction reports will be completed and disturbed to the project team.

Task 3 Project Management

All RFIs, submittals, change orders and testing reports will be reviewed and replied to as needed. Attendance at weekly construction progress meetings will be completed as well. Up to 13 Pay applications and all requests for change orders will be reviewed, completed and sent to MRGCD for approval and payment.

Task 4 Project EEO and Audits

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

Task 5 Project Close Out

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

Expenses

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



Fees Breakdown:

Socorro Main Canal Lining Phase 2 CA

Task 1 Project Setup	\$ 4,453.00
Task 2 Project Observation	\$493,872.00
Task 3 Project Management	\$186,719.00
Task 4 Project EEO and Audits	\$ 29,888.00
Task 5 Project Closeout	\$ 18,052.00
Total CA	\$732,984.00
Expenses and Subconsultants	
Lithos	\$163,994.00
Expenses and Mileage	\$ 9,484.80
Testing Allowance	\$ 20,000.00
Total Expenses and Subconsultants	\$ 193,479.40
Sub-total	\$926,463.40
NMGRT 7.5625%	\$ 70,063.79
Project Total	\$996,527.19

Attached is a fee break down based on Exhibit 'C' of the On Call Agreement. Total requested **Lump Sum** budget for the Construction Administration is \$996,527.19(including NMGRT. If you should have any questions or comments concerning this letter or any aspect of this project, please call at your convenience at 505.400.0507 or e-mail me at caperea@wilsonco.com.

Thank you for considering Wilson & Company.

Sincerely,

Chris A Perea, PE

Associate Vice President



		tion Administra				
	MRGCD	Corrales Siphor	Replacement	t		
		16. 300	o C C D			
Description/Personnel	OF 6	repared for MF P6	FC5	SP3	P5	PD4
Rate \$\$/hr	\$279.00	\$273.00	\$149.00	\$130.00	\$236.00	\$149.00
Tutte digital	Chris	Tyler	Gary	\$120.00	Luke	James
	Perea	Ashton	Gabaldon	Jure Marovich	Smith	McClendon
Project Start-Up						
File Set Up				4		
Testing Requirement Set Up				1	2	
Team Roles and Responsibility	2	1		1	1	
Pre Construction Meeting	2	2	2	2	2	
Sub Total	4	3	2	8	5	0
Project Observation						
Project Observation: Regular Time at 40hrs/wk 52			2000	200	104	
weeks Project Observation: Regular Time at 20hrs/wk 4			2080	390	104	
weeks closeout			80	18	8	
Weekly Project status meetings for 52 weeks	104	208	30	52	· ·	
Project Observation (Overtime/Weekends): Regular	101	200		5-		
Time at 2 hrs/week for 22 days						
Project Observation: Regular Time for Lead						
Inspector at 4 hrs/week for 18 Weeks						
Sub Total	104	208	2160	460	112	0
Project Management						
Project Management (Progress Meetings, RFI,						
Submittals, Change Order Review/Approval, Testing						
Credits Review/Certification): Part time for 52	104	208		312	156	52
weeks Pay Applications, Change Orders, Requests for	104	208		312	130	32
Reimbursements assume 13	13	26		39		
Sub Total	117	234	0	351	156	52
Project EEO and Audits	11,	23.		301	100	
Documentation Review, File Management part time						
for 52 Weeks, (These services will be completed by						
Wilson Certified Pay Roll, Employee Wage						
Interviews)	12	12		104		
EEO Audits, Monthly Audits, Paperwork Corrections						
part time for 12 Months	12	12		24		
Sub Total	24	24	0	128	0	0
Project Close-Out	4	4			4	
Punch List Final Review/Certification	4	4		4	4	
Close Out Package	2 2	4		8	4	
Certification/Paperwork Final Reimbursement Paperwork/Certifications	4			8	4	
Asbuilts	2	2		0	8	24
Sub Total	14	10	0	24	20	24
Ouality Assurance Testing	17	10		2.4	20	27
Concrete Sampling and Testing, Density Testing						
(Asphalt, Sub base and Base Course) 10 hrs/week for						
18 Weeks						
Sub Total	0	0	0	0	0	0
_						
Total Man Hours					293	7
Unit Cost	\$73,377.00	\$130,767.00	\$322,138.00	\$126,230.00	\$69,148.00	\$11,324.0
Total Labor Cost						\$732,984.0
Lithos	Fee	\$ 149,086.00	Markup	10%	\$ 14,908.60	\$163,994.6
Mileage						\$9,484.8
Testing Allowance						\$20,000.0
Total Expenses						\$193,479.4
Proposed Project Cost w/o NMGRT				-		\$926,463.4
				Tax	7.5625%	\$70,063.79
						\$996,527.19



June 30th, 2025 Project No. 22296

Wilson & Company, Inc. 4401 Masthead St. NE, Suite 150 Albuquerque, New Mexico 87109

Attention: Mr. Tyler Ashton, PE Mr. Luke Smith, PE

Engineering Operations Manager Project Manager

Regarding: Proposal – Corrales Main Canal, Rio Grande Siphon Replacement Project

Middle Rio Grande Conservancy District

HDD Construction Support Corrales, New Mexico

Mr. Ashton and Mr. Smith,

GEI Consultants (formerly Lithos Engineering) is pleased to have the opportunity to provide this proposal addendum to Wilson & Company, Inc. (Wilson) for construction support of the Corrales Main Canal, Rio Grande Siphon Replacement Project (Project).

Project Understanding

The Project includes the installation of approximately 1,550 feet of 36-inch diameter water pipeline for the Middle Rio Grande Conservancy District (MRGCD) near Corrales, New Mexico. The total estimated project construction duration is 6 months. The estimated conductor casing and HDD installation duration of approximately 4 months. The new pipeline will replace an existing failed wooden stave waterline which connects the Corrales Main Canal on the east and west sides of the Rio Grande River. The total pipeline replacement length intends to install the pipeline at a deeper depth with HDD construction to prevent scour from the Rio Grande River. The project has been advertised for construction bid and bids are due November 7, 2024.

Proposed Scope of Services

The following GEI scope of services are intended to supplement Wilson's full-time construction engineering and observation support services of the project. GEI proposes the following scope of services:

Construction Support

Task - 1: Submittal Review and Information Requests

GEI will review submittals provided by the Contractor as they relate to HDD construction and the specifications and requirements produced by GEI for the project. GEI will provide submittal responses and multiple reviews as necessary to comply with project requirements. In addition, GEI will review and respond to any Contractor information requests prior to or during construction. We have budgeted for up to 16 hours for information requests in our proposal.

Task – 2: Construction Observation During HDD Construction

GEI has budgeted for part-time observation for the HDD related construction activities: the installation of the conductor casing; and the siphon construction with HDD techniques. We understand Wilson will provide full time observation and inspection services for the project. We have included a total of 30 days of construction observation based on discussions with Wilson. GEI site observations will be specific to key aspects of the conductor casing and HDD installation, while Wilson will have a representative on the construction site throughout the duration of construction. We have assumed site visits during the following activities:

- Conductor casing installation
- Pilot bore drilling
- Reaming passes
- Swab / proof pass

- Steel pipe welding and coating
- Pipe pull in
- Annular backfill grouting

GEI expects our site observations to be discontinuous and may or may not be full weeks depending on project needs. GEI will specifically provide and has assumed the following during conductor casing and HDD construction:

- Travel to and from the project site and lodging and per diem while onsite. We have assumed up
 to six and three individual site trips will be made for field staff engineer and project manager,
 respectively, in accounting for travel.
- During daily construction observations we have assumed 10-hour maximum workdays .
- GEI may need to rotate field staff during construction however GEI will attempt to maintain the same staff engineer on the project.
- While onsite, GEI will work to help train and educate Wilson staff on HDD construction and specific
 information to record from the HDD drilling rig, drilling mud testing, steel pipe mating, etc, such
 that observation consistency can remain throughout the HDD installation.
- Provide daily field reports (DFR's) during construction observation. DFR's will include a summary
 of HDD related construction activities, site and geotechnical conditions encountered during HDD
 construction, changes to construction plans, communications with the selected HDD construction
 firm, etc.

At the end of the project, GEI will provide a Construction Close-Out Memorandum for the project that includes required submittals, data collected during construction, construction daily field reports, and a record of any HDD construction related deviations from requirements and resolutions to those deviations.

Task – 3: Construction Meeting Attendance

GEI has budgeted to travel and attend a pre-construction kick-off meeting onsite with our project manager and field staff. During or following this meeting, GEI will also work with Wilson to develop a technical observation approach for HDD related construction including specific items to record when GEI is not onsite. GEI will attend weekly construction meetings during HDD construction. For the purpose of this proposal, we have assumed a total of 20 meetings will last up to 1-hour and include both an in person and virtual option. Our project manager and/or field engineer will attend meetings onsite if present, otherwise will attend virtually for project efficiency.



Task – 4: Project Management and Coordination

GEI will participate in routine communication with the entire project team. GEI has included time under this task for answering project questions regarding the HDD design during construction, managing engineering related field activities and observation, and invoicing.

Assumptions and Exclusions

GEI has assumed the following in preparing our scope and fee for the project. If any of the assumptions below are incorrect, a change in our scope and fee may result.

- GEI will be notified a minimum of 14 days prior to the start of construction for mobilization purposes.
- GEI field observation days will not exceed 30 total throughout construction.
- Up to six and three individual site visits will be made by GEI's staff engineer and project manager, respectively, for the purpose of budgeting travel.
- The HDD contractor will work on average 10 hours per day.
- Weather or adverse conditions will not impact travel to and from the project site.
- Information requests will not result in redesign of the HDD alignment based on the selected HDD contractor's preference in pipeline profile or pipe type.

Fee Estimate

Based on our proposed Scope of Services outlined above, we estimate a total fee for our services of \$149,086 for construction support services, as shown in the detailed fee estimate, attached. GEI proposes to provide these services on a time and expense basis in accordance with our existing contractual terms and conditions for the project.

Closing

We appreciate the opportunity to submit a proposal and look forward to the opportunity to work with you on this project. For this project, Mr. Heyer will be your key contact and Project Manager. If you have any questions regarding the contents of this proposal, please contact the undersigned.

Sincerely,

GEI Consultants

Lance Heyer, PE (NM)

Project Manager

Benny Siljenberg, PE (CO)

Benny Seljenber

Principal Engineer

Adam Malsam
Project Engineer

Attachments:

- Fee Schedule
- Rate Sheet



Detailed Fee Estimate

Project - Corrales Construction Phase Services Ammendment

Project Number - 2306085

Date - June 30, 2025

LABOR

No.	Phase	Senior Consultant - 8	Senior Professional - 7	Senior Prefessional - 6	Senior Professional - 5	Project Professional - 4	Project Professional - 3	Project Professional - 2	Project Professional - 1	Administrative	Hours per	Labor Fees per
	Rate/Hr	\$ 310	\$ 285	\$ 255	\$ 195	\$ 185	\$ 170	\$ 155	\$ 135	\$ 100	Task	Task
1	Submittal Review and Information Requests	4		24			32				60	\$ 12,800
2	Construction Observation During HDD Construction	8		80			334	84			506	\$ 92,680
3	Construction Meeting Attendance	4		36			26				66	\$ 14,840
4	Project Management and Coordination	2		20			16				38	\$ 8,440
`	Fee Schedule (25)										Total Hours	Total Labor
	Labor Fees per Position	\$ 5,580	\$ -	\$ 40,800	\$ -	\$ -	\$ 69,360	\$ 13,020	\$ -	\$ -	670	\$ 128,760

SUBCONSULTANTS and DIRECT COSTS

No.	Phase	Driller		Lab Testing			Traffic Control			F	ees pe Task	r	Mileage \$0.80/mi	Per Diem	Lodging	Airline		Rental Car	Fees	s per Task
1	Submittal Review and Information Requests									\$	-								\$	-
2	Construction Observation During HDD Construction									\$	-			\$ 2,760	\$ 7,000	\$ 3,000		4200	\$	16,960
3	Construction Meeting Attendance									\$	-			\$ 138	\$ 350	\$ 600		100	\$	1,188
4	Project Management and Coordination									\$	-								\$	-
	Subtotal	\$	-	\$	-	\$	-	\$	-	\$	-		\$ -	\$ 2,898	\$ 7,350	\$ 3,600	\$	4,300	\$	18,148
	Markup 12%	\$	-	\$	-	\$	-	\$	-	\$	-			\$ 348	\$ 882	\$ 432	\$	516	\$	2,178
	Total	\$	-	\$	-	\$	-	\$	-				\$ -	\$ 3,246	\$ 8,232	\$ 4,032	\$	4,816		
						Total Subconsultants														
						\$ -						Tota	al Dire	ect Costs	\$	20,326				

SUMMARY

No.	Phase	Labor	Subconsi	ultants	Direct Costs	Total
1	Submittal Review and Information Requests	\$ 12,800				\$ 12,800
2	Construction Observation During HDD Construction	\$ 92,680			\$ 16,960	\$ 109,640
3	Construction Meeting Attendance	\$ 14,840			\$ 1,188	\$ 16,028
4	Project Management and Coordination	\$ 8,440				\$ 8,440
	Fee Schedule (25)		\$	-	\$ 2,178	\$ 2,178
	Total	\$ 128,760	\$	-	\$ 20,326	\$ 149,086





FEE SCHEDULE 2025

1. Services will be billed on the time worked by staff personnel as follows unless noted otherwise in the proposal or contract. Overtime hours will be charged at straight time rates.

Senior Consultant – 8	\$310
Senior Professional – 7	\$285
Senior Professional – 6	\$255
Senior Professional – 5	\$195
Project Professional – 4	\$185
Project Professional – 3	\$170
Project Professional – 2	\$155
Project Professional – 1	\$135
Administrative	\$100

- 2. Direct non-salary expenses will be billed at GEI's cost plus a fifteen (15) percent markup for the following:
 - a. Reproduction and printing costs for project-related documents
 - b. Transportation and subsistence costs for travel including rental cars, truck, boats, trains, and other public carriers.
 - c. Express delivers such as UPS.
- 3. Mileage for use of personal or company vehicles will be billed at \$0.80/mile.
- 4. Subcontractors retained by GEI for project-related services will be billed at our cost plus fifteen (15) percent.
- 5. Payment: Invoices will be submitted about once a month unless otherwise noted in the proposal or contract for services performed. Payment is due upon receipt of the invoice. Interest of two (2) percent per month may be added to the outstanding balance on invoices older than 30 days. If GEI must engage collection services to receive payment, Client will reimburse GEI for all reasonable collection, attorneys, and court fees.
- 6. Billing rates are subject to change at any time unless otherwise noted in the proposal or contract.



To: Chairman Kelly, Board of Directors

Through: Jason M. Casuga, CEO/Chief Engineer From: Richard DeLoia, Chief Procurement Officer

Date: October 29th, 2025

Re: Consideration/Approval – Belen Highline Canal Overflow Structure 2 Project

Summary: MRGCD staff is requesting approval of the Belen Highline Canal Overflow Structure 2 Project.

Staff Recommendation: MRGCD Staff are recommending award to Lopez Precision LLC in the amount of \$1,074,065.61 including NMGRT at 8.0625%. This project will be awarded per MRGCD Infrastructure Contractors On Call Contracts obtained through the Request for Proposals process in 2025.

In addition to the construction costs from Lopez Precision, Bohannan Huston has provided a quote for construction administration services totaling \$87,480.54 (including NMGRT). MRGCD currently has an approved remaining budget of \$53,908.05, which will cover a portion of the construction Administrative services, with an additional amount of \$33,572.49 (including NMGRT) which was not included on prior PO required to fully fund the services.

LOPEZ – BELEN HIGHLINE CANAL OVERFLOW STRUCTURE 2 PROJECT

VENDOR	TOTAL WITHOUT NMGRT	TOTAL WITH NMGRT
LOPEZ PRECISION LLC	\$993,930.00	\$1,074,065.61
Engineers Estimate	\$895,000.00	\$1,059,013.00

BHI - CONSTRUCTION ADMINISTRATION SERVICES

VENDOR	TOTAL WITH NMGRT	MRGCD ADDITIONAL AMOUNT (NOT INCLUDED ON PRIOR PO) TOTAL W/ NMGRT
BOHANNAN HUSTON	\$87,480.54	\$33,572.49



Belen Highline Canal Overflow Structure 2 Quote Lopez Precision, LLC 92 Dark Canyon Rd/Box 1040, Magdalena NM 87825 11/3/25

Item	Description	Quantity	Unit	Unit Price	Total					
1	Construction Mobilization, Compl.	1	LS	\$114,250.00	\$114,250.00					
2	Construction Staking, compl.	1	LS	\$16,500.00	\$16,500.00					
	Flood Protection, compl	1	LS	\$11,290.00	\$11,290.00					
	Site Clearing and Grubbing, compl.		AC	\$7,750.00	\$6,975.00					
	Subgrade Preparation, 12" at 95% compaction, cip	3,020	SY	\$12.50	\$37,750.00					
6	Excavate & dispose of unsuitable material	480	CY	\$54.45	\$26,136.00					
7	Fill, Construction, incl. Excavation, placement & compaction of unclassified material, over 2 ft. deep cip	1,060	CV	\$18.15	\$19,239.00					
	Structural, Reinforced PC Concrete, 4,000 psi	1,000	Ci	710.13	713,233.00					
8	including formwork, cip	80	СУ	\$1,550.00	\$124,000.00					
9	Weep Drains, cip	40	ea	\$250.00	\$10,000.00					
	Channel Lining, 8" PCC Shotcrete 4,000 psi including									
10	reinforcement and subgrade preparation	3,020	SY	\$203.25	\$613,815.00					
11	Gravel Mulch, cip	430	SY	\$32.50	\$13,975.00					
	Total Bid (Bid items 1-11)									
	NMGRT (Items 1-11) 8.0625%									
	Total Bid with NMGR	Т			\$1,074,065.61					

Total Bid Amount written in words including New Mexico Gross Receipts Tax: One million sevety-four thousand sixty five thousand and sixty one cents

ENGINEER'S OPINION OF PROBABLE COSTS Belen Highline Canal Overflow Structure 2 - Final

M N -	Barrier and the same	Estimate	0 - 111		Estimate
Item No.	<u>Description</u>	Unit Price	Quantity	<u>Unit</u>	<u>Amount</u>
1	Construction Mobilization, compl.	\$41,000.00	1	LS	\$ 41,000.00
2	Construction Staking, compl.	\$16,000.00	1	LS	\$ 16,000.00
3	Flood Protection, compl.	\$25,000.00	1	LS	\$ 25,000.00
4	Site Clearing and Grubbing, compl.	\$2,700.00	0.9	AC	\$ 2,430.00
5	Subgrade Prep. 12" at 95% compaction, cip.	\$5.00	3,020	SY	\$ 15,100.00
6	Excavate & Dispose of Unsuitable Material	\$20.00	480	CY	\$ 9,600.00
7	Fill, construction, incl. excavation, placement & compaction of unclassified material, over 2 ft. deep, cip.	\$35.00	1,060	CY	\$ 37,100.00
8	Structural, Reinforced PC Concrete, 4000 psi, incl. formwork, cip.	\$2,100.00	80	CY	\$ 168,000.00
9	Weep Drain, cip	\$450.00	40	EA	\$ 18,000.00
10	Channel Lining, 8" PCC Shotcrete 4000 psi incl. reinforcement and subgrade preparation	\$180.00	3,020	SY	\$ 543,600.00
11	Gravel Mulch, cip.	\$ 45.00	430	SY	\$ 19,350.00

SUBTOTAL \$ 895,000.00

CONSTRUCTION SUBTOTAL \$ 895,000.00

CONSTRUCTION OBSERVATION AND MANAGEMENT FOR PHASE 2 \$ 85,000.00

SUBTOTAL \$ 85,000.00

TOTAL ALL ITEMS (BEFORE NMGRT) \$ 980,000.00

NMGRT @ 8.0625% (EFFECTIVE NMGRT RATE FOR BELEN) \$ 79,013.00

GRAND TOTAL \$ 1,059,013.00

This estimate of construction cost is only an opinion. BHI cannot and does not guarantee that proposals, bids, or actual Construction Costs will not vary from this opinion.



7500 Jefferson Street NE Albuquerque, NM 87109

> 505.823.1000 bhinc.com

October 27, 2025

Eric Zamora, PE Middle Rio Grande Conservancy District 1931 2nd Street SW Albuquerque, NM 87102

Re: Task No. 15 Additional Services Request: Belen Highline Canal (BHLC) Overflow Structure 2

Construction Administration and Materials Testing

Dear Eric:

Per recent discussions, Bohannan Huston, Inc. (BHI) is pleased to provide this proposal for Construction Administration services for BHLC Overflow Structure 2 as an additional services request (ASR) to Task No. 15 under our On-Call Professional Engineering Services Contract (effective July 1, 2023). BHI will provide additional services as described in the attached scope of work, Exhibit A. Our fees for these services are detailed in Exhibit B and Exhibit C, which are also enclosed. The total fee for this work is \$85,102.00, not including applicable gross receipts tax. Our understanding is that \$53,908.05 remains from existing approved funds for construction administration and testing for this project (leftover from BHLC Overflow Structure 1) and that this amount will be utilized first for the BHLC Overflow Structure 2 Construction Administration and Materials Testing work. Therefore, this ASR is to request an additional budget of \$31,193.95, not including gross receipts tax, to be paid on a time and materials not to exceed basis. The total additional budget with NMGRT for the completion of the BHLC Overflow Structure 2 Construction Administration services is \$33,572.49. With this additional budget, the overall total for Task 15 is \$149,133.95, not including applicable gross receipts tax.

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

Sincerely,

Alandren Etlaritus, PE, CFM Senior Vice President Water Resources

VS/AE/ab Enclosures

cc: Angel Madera Enriquez, MRGCD (w/encls.) Kevin Murtaugh, BHI (w/encls.) Juan Samaniego, BHI (w/encls.) Vince Steiner, BHI (w/encls.)

EXHIBIT A GENERAL SCOPE OF WORK BELEN HIGHLINE OVERFLOW STRUCTURE 2 CONSTRUCTION ADMINISTRATION OCTOBER 27, 2025 PAGE 1 OF 3

SCOPE / INTENT OF SERVICES

The scope of this agreement includes the Construction Administration Support during Construction for the Belen Highline Canal Overflow Structure 2. The following tasks and associated scope have been identified to complete the services.

In order to provide a consistent and transparent documentation platform, we will be utilizing the BHITracker software as a central location for all material submittals/shop drawings, Requests for Information (RFIs), Design Revisions (DRs), daily field reports, field and materials test reports, weekly meeting minutes, change orders and pay applications, cost proposals, and other related documentation. This system has demonstrated improvements in communication and aided in processing such items as RFIs, the progress of which can be seen at any time by all members of the project team.

Construction Management and Observation Services

A. Preconstruction Effort

- Schedule and conduct a preconstruction meeting with all key personnel involved in the project including Owner, Design Engineer, contractor, surveyor, field and materials testing team, construction management team, etc. Provide meeting agenda and prepare and distribute meeting minutes.
- Review shop drawings and submittals via BHITracker. The software generates an electronic submittal form that is to be included with all submittals and shop drawings. We will maintain a log to monitor the status of the submittals and provide a copy at the weekly meetings.
- 3. Develop a construction observer work plan for the project.

B. Construction Observation, Project Management

- 1. Process Requests for Information (RFIs) and Design Revisions (DRs) via BHITracker. The BHI design engineer will review and respond to all RFIs and DRs. We will maintain an RFI and DR log through BHITracker and monitor their status. This log will be made available at the weekly meetings.
- 2. Conduct and attend weekly construction progress meetings. Prepare agendas and send meeting invitations to all attendees. Prepare and distribute meeting minutes.
- 3. Review field and materials test reports for compliance with Minimum Testing Requirements and contract documents. Field and Material test reports will be distributed via BHITracker.
- 4. Provide a part time Construction Observer and other personnel as required to observe the work of the contractor and assist the contractor during the time the construction is in progress to confirm that the project is being constructed in general conformance with the plans and specifications.

EXHIBIT A GENERAL SCOPE OF WORK BELEN HIGHLINE OVERFLOW STRUCTURE 2 CONSTRUCTION ADMINISTRATION OCTOBER 27, 2025 PAGE 2 OF 3

- 5. Provide daily construction observation reports documenting daily weather conditions, work in progress and location, equipment in use (types and quantity), size of work force, discussions of problems encountered and resolutions, hours worked per day, materials delivered and installed, instruction given to contractors, principal visitors, etc. The reports will be delivered via BHITracker.
- 6. Our Construction Observer will meet with the construction contractor monthly to review unit price quantities and schedule of values (on lump sum items) and report quantities for Pay Application processing.
- Our Construction Observer will meet with the construction contractor for field verification of proposed construction contractor Change Orders and report the information for Change Order processing.

C. Closeout and Final Acceptance

- 1. Attend substantial completion and final completion walkthroughs.
- 2. Generate punch lists and distribute.
- 3. Compile all project documents and submit to MRGCD for their records.

Note: It is assumed that the construction contractor will provide the red-line/as-built drawings information to be transferred to the record drawings to be included with the closeout.

Materials Testing

BHI's Field and Materials Testing Laboratory will provide Quality Assurance/Agency Testing per Exhibit C.

Duration of Services

A. Substantial Completion

BHI will provide the Construction Management Services for a period of 105 Consecutive Calendar Days (CCD) on a Time and Materials, not to exceed (T&M NTE) basis. This proposal includes the effort of a Professional Engineer, Project Manager, Construction Observer, and Administrative Professional with associated fees provided in Exhibit B. If the work extends past 105 CCD, BHI reserves the right to renegotiate this fee.

B. Final Completion

BHI will provide the Construction Administration Services for a period of 30 CCD on a T&M basis. If the work extends past 30 CCD, BHI reserves the right to renegotiate this fee.

Fee Estimate

T&N NTE: \$85,102.00, excl NMGRT

EXHIBIT A GENERAL SCOPE OF WORK BELEN HIGHLINE OVERFLOW STRUCTURE 2 CONSTRUCTION ADMINISTRATION OCTOBER 27, 2025 PAGE 3 OF 3

Assumptions

- 1. 105 CCD for Substantial Completion.
- 2. 30 CCD, following Substantial Completion, for Final Completion.
 - Includes a site walkthrough to coordinate and document completion of Punch List items.
 A maximum of two (2) site visits per week are estimated. Each site visit will be a maximum of 4 hours of effort by a Construction Observer, including travel time, for observing and documenting completion of Punch List Items. This is included as part of the Final Acceptance/Closeout in Exhibit B.

Exclusions

The following items are excluded from this scope:

- 1. Construction staking and surveys
- 2. Quality Control Testing
- 3. Preparation of Record Drawings, as that is contracted under the design contract (Task Order 14)
- 4. Environmental, Cultural, Archeological Investigation

Belen Highline Overflow Structure 2

Exhibit B

Estimate of Costs for Additional Construction Administration

Estimate of Costs for Additional Construction Administration								
		Octob	er 27, 2025					
Assumptions:								
Estimated Construction Cost of	\$	895,000.00						
Construction Contract Duration o	f 105	CCD						
See Exhibit A for scope of work								
Construction Engineering and Ob	serv	ation_						
			Effort (Hrs.)			Rate		<u>Amount</u>
Pre-construction effort							\$	2,000.00
Engineer 7			10.00		\$	281.00	\$	2,810.00
Engineer 6			20.00		\$	255.00	\$	5,100.00
Observer 7 (PM)			65.00		\$	192.00	\$	12,480.00
Observer 4			300.00		\$	120.00	\$	36,000.00
Administrative Professional 6			15.00		\$	125.00	\$	1,875.00
Final Acceptance/Closeout							\$	4,000.00
Mileage Expenses			15.00	Wks	\$	0.70	\$	6,300.00
Subtotal							\$	70,565.00
Field and Materials Testing (see Att	L achm	ent C)					\$	14,537.00
		-,	CA Tota	l (with	out	NMGRT)	\$	85,102.00
		Approv	ed Project CA				\$	53,908.05
To	tal A	dditional Bud	get Requested				\$	31,193.95
						@ 7.625%	\$	2,378.54
	Tota	I Additional B	udget Reques	ted (v	/ith	NMGRT):	\$	33,572.49



Exhibit C

Belen Highline Overflow Structure 2

Scope of Work

Cost estimate based on the minimum testing requirements outlined in the NMDOT Standard Specifications and AMAFCA Supplementals

Description	Test Quantity	Unit	Unit Price	Total
<u>Subgrade</u>				
Soil Analysis: Proctor, Sieve Analysis, PI, Classification, Est. R-value	0	Each	\$315.00	\$0.00
Technician Time Sampling	0	Hour	\$75.00	\$0.00
Embankment: Onsite Density/ Moisture Tests	4	Hour	\$75.00	\$300.00
Subgrade: Onsite Density/ Moisture Tests	3	Hour	\$75.00	\$225.00
			Subtotal	\$525.00
Base Course				
Base Course: Proctor, Sieve Analysis, PI, Classification, Est. R-Value	0	Each	\$315.00	\$0.00
Technician Time Sampling	0	Hour	\$75.00	\$0.00
Base Course: Onsite Density/ Moisture Tests	0	Hour	\$75.00	\$0.00
			Subtotal	\$0.00
Concrete Testing				
Technician Time Sampling; Slump, Air, Unit Weight	48	Hour	\$75.00	\$3,600.00
Technician Time Coring Shotcrete Panels	0	Hour	\$75.00	\$0.00
Compressive Strength Cylinders	96	Each	\$80.00	\$7,680.00
Equipment Charge: Trailer with Coring Machine, Generator, Water Tank	0	Day	\$250.00	\$0.00
			Subtotal	\$11,280.00
Travel Time, Mileage and PM				
Mileage 88 miles per day (Round Trip)	1760	Mile	\$0.700	\$1,232.00
Technician Travel Time (60 min Round Trip)	20	Hour	\$75.00	\$1,500.00
			Subtotal	\$2,732.00
Subtota	1			\$14,537.00
Administration and Reports	0	Hour	\$121.00	\$0.00
Management and Review	0	Hour	\$245.00	\$0.00
Estimated Grand Total (pre-tax)				\$14,537.00



To: Chairman Kelly, Board of Directors

Through: Jason M. Casuga, CEO/Chief Engineer From: Richard DeLoia, Chief Procurement Officer

Date: October 29th, 2025

Re: Consideration/Approval – New Belen Outfall Thinning & Treatment Project

Summary: MRGCD staff is requesting approval of the New Belen Outfall Thinning & Treatment Project, Funded through the New Mexico Interstate Stream Commission Grant #G3753.

Staff Recommendation: MRGCD Staff are recommending award to Forrester & Associates in the amount of \$239,106.56 including NMGRT at 6.6250%. This will be awarded per NM State Price Agreement Contract #30-00000-22-00023 AQ.

VENDOR	TOTAL WITHOUT NMGRT	TOTAL WITH NMGRT
FORRESTER & ASSOCIATES	\$224,250.00	\$239,106.56



Environmental and Contracting Services

P.O. Box 1217 • 181 East Main Street • Ackerman, MS 39735 369 Montezuma Avenue #573 • Santa Fe, NM 87501 Southwest Regional: 505.206.0243 • Phone: 662.331.2784 Fax: 662.285.6443

FEIN: 94-3418695

New Belen Outfall

Date: 10/6/2025

Service	Price/Acre	Acres	Total Price
			Per Service
Hand Thinning Medium	\$1,175.00	65 AC	\$76,375.00
Machine Piling	\$1,850.00	65 AC	\$120,250.00
Cut Stump Treatment	\$425.00	65 AC	\$27,625.00
		Subtotal	\$224,250.00
		GRT at	\$14,856.56
		6.6250%	
		Total	\$239,106.56

New Mexico State Price Agreement # 30-00000-22-00023 AQ

Submitted by: Forrester & Associates, LLC P.O. Box 1217 Ackerman, MS 39735



New Belen Outfall Project Fall 2025

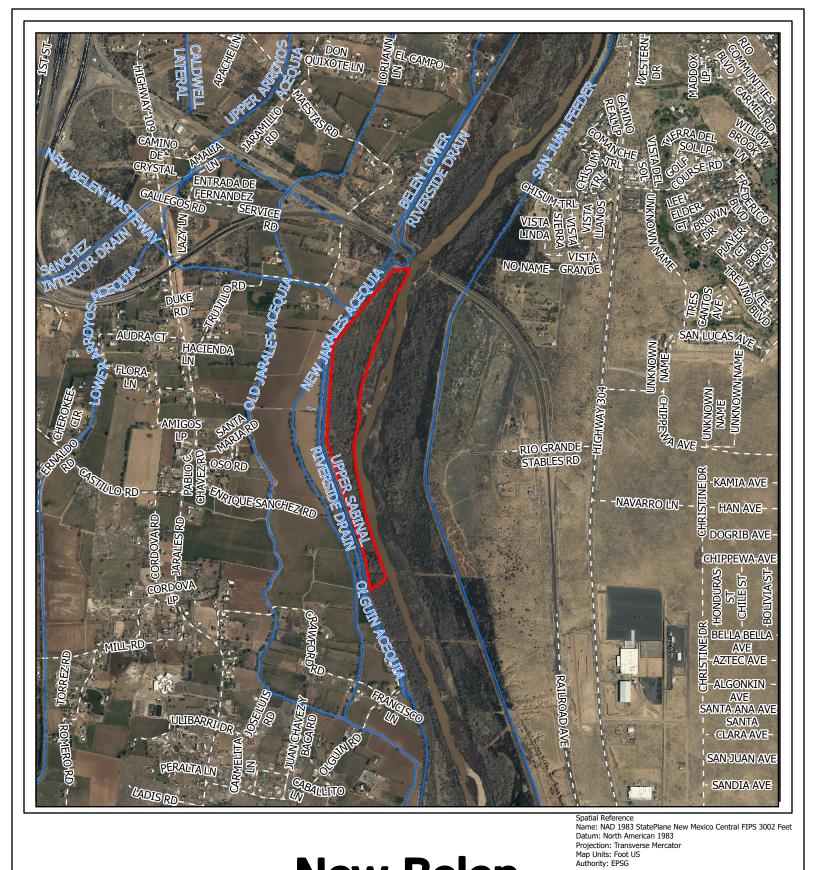
The New Belen Outfall will be receiving a 65 acre treatment including the mechanical extraction of high density live and dead salt cedar stands in the north end of the project areas as well as removal of dead and down woody material to reduce the fuel load in the area. Cut stump herbicide application by hand crews will be used through out the remainder of the area to begin the reduction of woody invasive species including Salt cedar, Russian olive, and Siberian elm. The treatment will open the understory, allowing future hand crew spot treatment of invasive resprouts and seed application of native grasses and pollinator vegetation.



The image to the left shows the dense, mature Cottonwood canopy throughout the unit. The vast majority of the understory is composed of young invasive Salt cedar and Russian olive. The treatment will reduce the severity of a fire and the total consumptive use of water as the invasive species mature to a much larger size and density.



The image to the left shows the high density of dead woody material throughout the unit. Large Russian olive are choking out native Coyote willow and other desirable species. Removal will open up the area for restoration to meadow habitat and reduce the fuel load.



New Belen



0 0.01 0.01 0.02 0.03 0.04 Miles





To: Chairman Kelly, Board of Directors

Through: Jason M. Casuga, CEO/Chief Engineer From: Richard DeLoia, Chief Procurement Officer

Date: October 29th, 2025

Re: Consideration/Approval – Rocky Mountain Youth Corps Bosque Habitat Restoration & Jetty Jack Mitigation

Summary: MRGCD staff is requesting approval of the Rocky Mountain Youth Corps Bosque Habitat Restoration & Jetty Jack Mitigation Project, Funded through the New Mexico Interstate Stream Commission Grant #G3753.

Staff Recommendation: MRGCD Staff are recommending award to Rocky Mountain youth Corps in the amount of \$496,815.00. This project will be awarded per NM State Price Agreement Contract #30-00000-22-00023 BQ.

VENDOR	TOTAL	
ROCKY MOUNTAIN YOUTH CORPS	\$496,815.00	



Rocky Mountain Youth Corps PO Box 1960 Ranchos de Taos, NM 87557

Date: 10/29/2025 Crew quote prepared for:

MRGCD

2026 Full-Season	Crew	Budget
------------------	------	---------------

New Mexico Statewide P	rice Agreement	: 30-0	00000-22-	000	23 BQ		
	RMYC In Kind	Am	eriCorps	ı	MRGCD		Total
Salary / Labor / Benefits	Match	Le	verage		Costs	Es	st. Value
Crew Member (CM) stipend	\$113,626	\$	-	\$	128,700	\$	242,326
Asst. Crew Leader (ACL) stipend		\$	-	\$	22,770	\$	22,770
Field Technician Stipend				\$	19,800	\$	19,800
Crew Supervisor		\$	-	\$	24,750	\$	24,750
Project Coordinator		\$	-	\$	22,056	\$	22,056
Project Manager		\$	-	\$	16,942	\$	16,942
Training Staff		\$	-	\$	10,713	\$	10,713
Taxes / Benefits		\$	-	\$	61,129	\$	61,129
Subtotal Salary/Labor/Benefits	\$ 113,626	\$	-	\$	306,859	\$	420,484
Travel/Transportation							
Food/Per Diem		\$	-	\$	-	\$	-
RENTAL Crew Vehicle		\$	-	\$	47,108	\$	47,108
Gasoline/insurance/repairs		\$	-	\$	32,340	\$	32,340
Travel/Transportation		\$	-	\$	79,448	\$	79,448
Supplies/Tools/Gear							
GPS/Comm. Devices		\$	-	\$	1,028	\$	1,028
Supplies/Materials (PPE, consumables, gear, tools)		\$	-	\$	21,077	\$	21,077
Project Materials (materials that stay on site)		\$	-	\$	-	\$	-
MRGCD-Requested Chainsaws for Bosque Work		\$	-	\$	10,260	\$	10,260
Supplies/Tools/Gear		\$	-	\$	32,365	\$	32,365
Other							
Contractor		\$	-	\$	6,000	\$	6,000
Crew Mobilization/orientation/recruiting/reporting		\$	-	\$	3,650	\$	3,650
						\$	-
Training - CMs		\$	-	\$	3,638	\$	3,638
Training - Staff		\$	-	\$	3,300	\$	3,300
Other		\$	-	\$	16,588	\$	16,588
Total Direct Charges	\$ 113,626	\$	-	\$	435,259	\$	548,885
Indirect Cost Rate: 20.06% of direct salaries/wages a	nd fringe benef	\$	-	\$	61,556	\$	61,556
Total Charges	\$ 113,626	\$	-	\$	496,815	\$	610,441

ADDITIONAL NOTES

- * RMYC Budget Overview:
 - 33 Week(s) of crew work and related training are included in this budget.
 - *When working on project, crews will travel to work site on a daily basis, working 8-10 hours/day, including travel to/from the work site.
 - *Training includes saw training, conservation skills, risk management, wilderness first aid, and other workforce development activities.
 - *DAY crews typically work 8- or 9-hour days, 4 or 5 days per week, with weekends off; exact schedule can vary by season.
 - *Crews participate in bi-weekly or weekly "Life Skills" trainings as part of their normal work week. These are led by the RMYC Training Department.
 - *RMYC risk management protocol includes a stretch/safety circle before beginning work.
 - *Crews will take one 30-minute lunch break and two 15-minute breaks; all breaks will be taken on project site.
- * RMYC supplies all labor and general hand tools for project, including all camping gear.
- * Explanation of matching funds: Since RMYC crews are made up of AmeriCorps members, defined as volunteers, RMYC can offer the difference in member stipends and the value of a volunteer.
- * Project Partner will provide all project materials that will remain on site.
- * All activities are compliant with non-supplantation, non-duplication and non-displacement policies.



Rocky Mountain Youth Corps Bosque Habitat Restoration and <u>Jetty Jack Mitigation</u>

The Rocky Mountain Youth Corps Conservation Crews are composed of individuals between the age of 18 and 25 years old who are paid to complete work and gain experience in forestry work and habitat restoration. Two crews will be assigned to Bosque projects, one of which will be an Urban Forestry crew that has chainsaw certification to complete invasive removal work. Both crews will complete tasks including the mitigation of jetty jack hazards such as guide wires and dead and live woody material that would function as a ladder fuel in a fire. Other important tasks include seeding native grass and pollinator species in disturbed areas, monitoring treated areas to provide success data and resprout density for future project planning, removing invasive species such as Ravenna grass that need to be removed by hand for best results, and building habitat feature such as beaver dam analogs to support beneficial flooding in outfall areas.





The images above show the Conservation Crew working together to remove the guide wires from jetty jacks in the Bosque. The wire matrix posses a safety concern for First Responders if they are trying to enter an area for a fire event. The crew will also use small electric chainsaws to cut and remove invasive species growing in the jacks.



The image to the left shows the hand removal of Ravenna grass after a burn in the Bosque. As the first species to return, it will prevent native species from reestablishing in the area. Their work in this area is part of a larger project to create a guide for Ravenna grass treatment in the Middle Rio Grande Valley.



MEMORANDUM

To: Chairman Kelly, Board of Directors

Through: Jason M. Casuga, CEO/Chief Engineer From: Richard DeLoia, Chief Procurement Officer

Date: November 4th, 2025

Re: Consideration/Approval – San Francisco Outfall Project

Summary: MRGCD staff is requesting approval of the San Francisco Outfall Project, Funded through the New Mexico Interstate Stream Commission Grant #G3753.

Staff Recommendation: MRGCD Staff are recommending award to Forrester & Associates in the amount of \$480,648.44 including NMGRT at 6.250%. This project will be awarded per NM State Price Agreement Contract #30-00000-22-00023 AQ.

VENDOR	TOTAL WITHOUT NMGRT	TOTAL WITH NMGRT
FORRESTER & ASSOCIATES	\$452,375.00	\$480,648.44



Environmental and Contracting Services

P.O. Box 1217 • 181 East Main Street • Ackerman, MS 39735 369 Montezuma Avenue #573 • Santa Fe, NM 87501 Southwest Regional: 505.206.0243 • Phone: 662.331.2784 Fax: 662.285.6443

FEIN: 94-3418695

San Francisco Outfall Quote

Service	Price/Acre	Acres	Total Price
			per Service
Mechanical	\$1,950.00	75	\$146,250.00
Thinning Bosque			
Heavy			
(line item 19)			
Machine Piling	\$1,850.00	75	\$138,750.00
(line item 45)			
Hand Thinning	\$1,075.00	65	\$69,875.00
(line item 35)			
Mechanical Slash	\$1,500.00	65	\$97,500.00
Treatment			
(line item 46)			
		Subtotal	\$452,375.00
		GRT at	\$28,273.44
		6.250%	
		Total	\$480,648.44

New Mexico State Price Agreement # 30-00000-22-00023 AQ

Submitted by: Forrester & Associates, LLC P.O. Box 1217 Ackerman, MS 39735

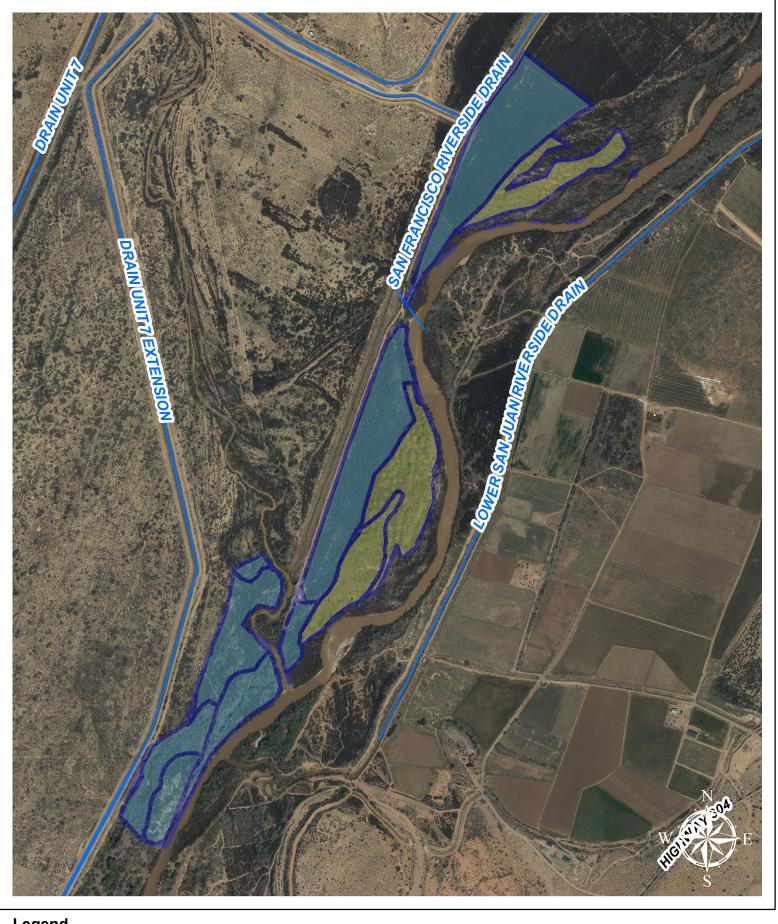


San Fransico Outfall Project

The San Francisco Outfall, located in Socorro County, will be receiving a 140 acre treatment to reduce the presence of salt cedar on the west end of the property. This area contains healthy riparian habitat that is suitable for endangered species breeding but is being encroached upon by a growing stand of highly flammable salt cedar. Machinery will be used to extract salt cedar by the root, removing the entire tree to reduce the need for herbicide use. The area along the east edge of the stand will receive treatment by a hand crew that will cut the invasives at the base and apply herbicide to the freshly cut stump to protect the existing Cottonwood and native grasses. US Fish and Wildlife has visited the site and supports our efforts to protect this critical area.



The images above show section 2 of the San Francisco Outfall project. The outlined area shows the dense and continuous salt cedar stand that poses a fire risk to the healthy Cottonwood gallery and riparian habitat next to the river.



Legend
TREATMENT TYPE

Facility Network

SAN FRANCISCO OUTFALL

Feet

HAND 0 450 900 1,800 2,700 3,600 4,500 MACHINE





MEMORANDUM

To: Chairman Kelly, Board of Directors

Through: Pamela Fanelli, Secretary-Treasurer/CFO

From: Tarah Jaramillo, Executive Assistant

Date: November 10, 2025

Re: Consideration/Approval of the below Resolutions:

Capital Outlay Grants- These resolutions are required by the New Mexico Department of Transportation

- a. Consideration/Approval of Resolution M-11-10-25-229 (budgeted) Participation in Capital Outlay Program Administered by New Mexico Department of Transportation Intersection of Alameda Boulevard and Loretta Road
- b. Consideration/Approval of Resolution M-11-10-25-230 (budgeted) Participation in Capital Outlay Program Administered by New Mexico Department of Transportation Traffic Control Devices

Budget Adjustments - These resolutions are budget adjustments

- c. Consideration/Approval of Resolution BA-11-10-25-107 Adoption of Amended Budget for Fiscal Year 2026 (07-01-25 to 06-30-26) Grant Fund
- d. Consideration/Approval of Resolution BA-11-10-25-108 Adoption of Amended Budget for Fiscal Year 2026 (07-01-25 to 06-30-26) General Fund

Staff Recommendation: Secretary-Treasurer/CFO recommends the Board approves the above Resolutions within item 11.

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

PARTICIPATION IN CAPITAL OUTLAY PROGRAM ADMINISTERED NEW MEXICO DEPARTMENT OF TRANSPORTATION

M-11-10-25-229

Middle Rio Grande Conservancy District

(E

WHEREAS, the Middle Rio Grande Conservancy District received a capital outlay grant, C3253223, Appropriation ID J3223, to plan, design, construct, and improve the intersection of Alameda Boulevard and Loretta Road, including access to open space, for the Middle Rio Grande Conservancy District (MRGCD) in Bernalillo County managed through the New Mexico Department of Transportation (NMDOT) in the amount of \$525,000; and

WHEREAS, the NMDOT requires the MRGCD to adopt a written resolution approving the grant agreement; and

WHEREAS, the total construction cost of the project is expected to total \$900,245; and

WHEREAS, the MRGCD has the additional funding required to complete the construction of the project and has budgeted the appropriation in fiscal year 2026; and

WHEREAS, Bernalillo County owns, operates, and maintains the existing signal located at the intersection of Loretta Road and Alameda Boulevard; and

WHEREAS, the MRGCD has entered into an agreement with Bernalillo County to co-manage the Loretta Road Project; and

WHEREAS, Bernalillo County, through the Joint Cooperation Agreement, agrees to comply with the NMDOT Lighting and Signal Provisions; and

NOW, THEREFORE, BE IT RESOLVED in official session that the Middle Rio Grande Conservancy District determines, resolves, and orders as follows:

The project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on June 30, 2029 (for Laws of 2025, Chapter 159, Section 39, Subsection 3,) and the Middle Rio Grande Conservancy District incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

Resolved in session this 10th day of November 2025.

John P. Kelly, Chair

ATTEST:

Pamela Fanelli, CMA, CGFM
Secretary-Treasurer/CFO

Contract Number: _____

Vendor Number: 0000054374 Control Number: HW2C3253223

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT DEPARTMENT OF TRANSPORTATION CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Transportation, ("**Department**") and Middle Rio Grande Conservancy District, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, HB450, Chapter 159, Section 39, Subsection 3, 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;

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

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

- A. C3253223 ("Project"), Appropriation ID J3223, Reversion Date 6/30/2029 ("Reversion Date"). Laws of 2025, Chapter 159, Section 39, Subsection 3, (Five Hundred Twenty Five Thousand Dollars and No Cents) (\$525,000), to plan, design, construct and improve the intersection of Alameda boulevard and Loretta road, including access to open space, for the middle Rio Grande conservancy district in Bernalillo county;.
- B. Grantee's total reimbursements shall not exceed Five Hundred Twenty Five Thousand Dollars and No Cents, (\$525,000) ("Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount"), if applicable, Zero Dollars and No Cents, which equals Five Hundred Twenty Five Thousand Dollars and No Cents ("Adjusted Appropriation Amount").
- C. 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, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "Project Description."

II. DISBURSEMENT LIMITATION

- A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "Project Budget"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("Notice of Obligation"), in accordance with the Project Description, a sample of which is attached hereto as Exhibit B and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:
 - Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
 - b. The total amount received by Grantee shall not exceed the lesser of:
 - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
 - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
 - c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, 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 ("Third Party Obligations"); and
 - d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
 - e. In the event 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:
 - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
 - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and
- C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
 - a. 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 after issuance of a Notice of Obligation by the Department.
 - b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
 - c. Grantee shall submit to the Department 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.
 - d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's

expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.
- F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.
- G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

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

A. 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: Alicia Lopez

Title:

Address: PO Box 581, Albuquerque, New Mexico 87103

Email: alicia@mrgcd.us

Telephone:

B. 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:
Name:
Title:
Address:
Email:
Telephone:

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

Department: Department of Transportation, District 3 Office

Name: Tim Chavez

Title: Capital Outlay District Coordinator

Address: P.O. Box 91750, Albuquerque, NM 87199-1750

Email: Tim.Chavez@dot.nm.gov

Telephone: 505-490-3502

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) 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 the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

- A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the **Reversion Date** unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.
 - a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
 - b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
 - c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

- A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:
 - a. Termination due to completion of the Project before the Reversion Date;
 - b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
 - c. Termination for violation of the terms of this Agreement; or
 - d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.
- B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.
 - a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
 - i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.

- b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
 - i. Deauthorization, reauthorization, or revocation of a prior authorization.
- C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.
- D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:
 - a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
 - b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
 - c. Department 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 Department'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 Department 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 Department will consider further requests for a Notice of Obligation.
- D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department 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.
 - a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
 - b. 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)(c).
 - c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department 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 Department 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 Department.

- B. Requests for Additional Information/Project Inspection
 - a. During the term of this Agreement and the Record Retention Period, the Department may:
 - i. Request additional information regarding the Project as it deems necessary and
 - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
 - b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

- A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:
 - a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
 - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.

- ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
- iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
- v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.
- B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.
- C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:
 - a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
 - b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.
- D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.
 - a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

- A. The following general conditions and restrictions shall apply to the Project:
 - a. 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.
 - b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
 - c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
 - d. The Project must provide a public benefit above and beyond any incidental benefit to 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.

- e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
 - i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
- f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
 - i. 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 participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
- g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

- A. Reliance by Department.
 - a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
 - b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.
- B. Grantee hereby represents and warrants the following:
 - a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
 - b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
 - c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
 - d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
 - e. 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 and submit Requests for Payment on behalf of Grantee.

- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
 - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
 - ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
- g. 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 the State, any agency, or body in connection with the awarding of any Third Party Obligation.
 - i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.
- C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:
 - a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
 - b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
 - c. Other Remedies: Department may pursue any other remedies available at law or in equity.
- D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

- A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.
- B. For six (6) years following the Project's completion ("**Record Retention Period**"), 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 Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.
- C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, 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 finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation,

misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. 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.

XV. SCOPE OF AGREEMENT

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

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

- A. Grantee acknowledges and agrees to 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:
 - a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("Legislature") for the performance of this Agreement.
 - b. If the Legislature does not make sufficient appropriations and authorization, [Grantee's name] may immediately terminate this Agreement by giving Contractor written notice of such termination.
 - c. [Grantee's name]'s decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the [Grantee's name] or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the [Grantee's name] or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

- A. Grantee acknowledges and agrees to 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:
 - a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with [Grantee's name], [Grantee's name] may terminate this contract immediately by providing Contractor written notice of such termination.
 - b. In the event of termination pursuant to this paragraph, [Grantee's name] only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

- a. Submit all reports of annual audits and agreed-upon procedures required by § 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 § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor:
- b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
- c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
- d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.
- B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:
 - a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
 - b. 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;
 - c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
 - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
 - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
 - d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

- A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("SBOF"), an entity separate and distinct from the Department.
 - a. Grantee acknowledges and agrees:
 - i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
 - ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition:
 - iii. The SBOF may in the future impose further or different conditions upon the Project;
 - iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
 - v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
 - vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.
- B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't proceed sufficiently.

- a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
- b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.
- C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

- A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.
- C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.
- D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.
- E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.
- G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.
- H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.
- I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
- J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

- K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.
- L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.
- P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**" means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.
 - a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
 - b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
 - c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.
- R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public

resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.
- S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW] [THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:	
NMDOT Cabinet Secretary or Designee:	
Signature	Date
(Print Name)	(Title)
AS TO LEGAL FORM AND SUFFICIENCY	
General Counsel's Office:	
Signature	<u> </u>
(Print Name)	(Title)
Entity Name Official with Authority to Bind Grantee:	
Signature	<u> </u>
(Print Name)	(Title)
Date	
Fiscal Officer or Chief Financial Officer:	
Signature	
(Print Name)	(Title)
Date	

Legal Counsel: (OPTIONAL)	
Signature	
(Print Name)	(Title)
Date	_

EXHIBIT ARequest for Payment Form and Certification

		STATE OF GRANT AP Request for Ex	PROPR	IATION	
A. B. C. D. E.	Grantee: Address: Complete Malin City, State, Zip Contact Name/Phone #: Grant No: Project Title: Grant Expiration Date:	ig, including Suite, if applicable)	A. B. C. D. E. F.	Payment Computation Payment Request No. Grant Amount: AIPP Amount (If Applicable): Funds Requested to Date: Amount Requested this Payment: Reversion Amount (If applicable): Grant Balance: Final Request for Payment (If applicable)	\$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 pplicable)
III.	Fiscal Year : 2026 (Juli (The State of NM Fiscal Year is July	y 1, 2025-June 30, 2026) 1, 20XX through June 30, 20XX of	f the follow	ing year)	
IV.	Submission and approval of b. Compliance with the Project Model Accounting Practice c. Submission of supporting d. Maintenance of all necessary lattest that the information profully complies with Article IX, and I hereby certify that all representations.	f a Project Budget as per Art t Budget and expenditure of s. ocumentation as required by ry records and documentatio ovided is correct; expenditure Gec. 14 of the New Mexico C entations and warranties mad to be so throughout the term	icle IV, S funds in the Agree on as stip es are pr onstitute the in the n of the A	accordance with the State Procurement. ulated in the Agreement. operly documented and valid or actually, known as the "anti-donation" claus. Agreement remain true, accurate, and greement. I acknowledge that these researches.	ent Code and the State's I receipts, and that the activity e. d complete as of the date of
Grantee Fis	cal Officer or Fiscal Agent (#	applicable)		Grantee Representative	
Printed Name	9			Printed Name	
Date:	,			Date:	
		(State Ager	ıcy Us	e Only)	
Vendor Code:	Fund No.		e with th	Loc No.: e above submitted information.	
ASD Officer		Date		Division Grant Manager	Date

EXHIBIT B

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE EXHIBIT 2

Notice of Obligation to Reimburse O	Grantee #
DATE:	
Grantee Official Representative:	
SUBJECT: Notice of Obligation to Rein Grant Number: Grant Termination Date:	mburse Grantee
Grant Terrimiation Date.	
	Department for Grant Agreement number Department, I certify that the Grantee has submitted to the Department the
following third party obligation execute	d, in writing, by the third party's authorized representative:
Vendor or Contractor: Third Party Obligation Amount:	
Vendor or Contractor: Third Party Obligation Amount:	
Vendor or Contractor: Third Party Obligation Amount:	
	tice of Obligation to Reimburse Grantee for permissible purposes within oject to all the terms and conditions of the above referenced Grant
Grant Amount (Minus AIPP if applicable The Amount of this Notice of Obligation The Total Amount of all Previously Issue The Total Amount of all Notices of Obligation Note: Contract amounts may exceed the total for the Island State of Contract amounts of of Contract amo	on: ued Notices of Obligation:
Department 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.

EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

EXHIBIT DProject Budget Worksheet

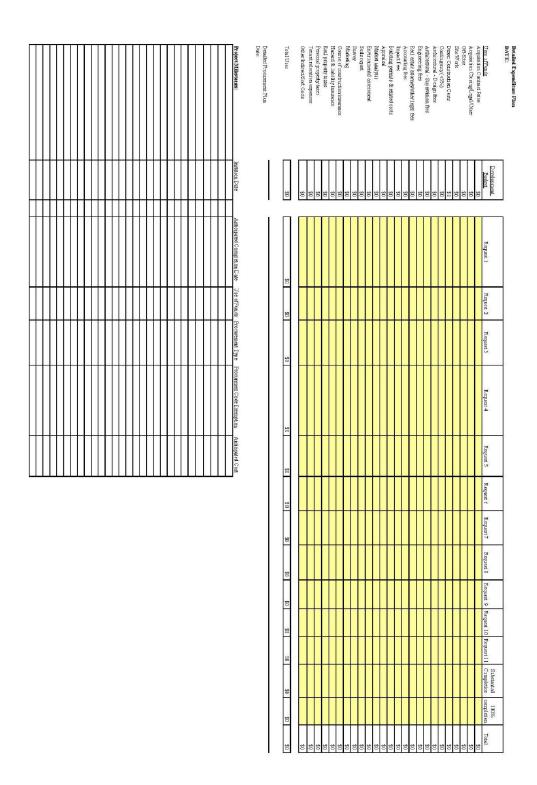


EXHIBIT E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

- a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.
- b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.
- c. Data Storage: Electronic media that hold recorded information.
- d. Data Transmission: The process of moving information over a network from its source to one or more destinations.
- e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.
- f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.
- g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.
- h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.
- i. Limited Dataset: A data file that omits Direct Identifiers.
- j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative data analysis from various sources.

IV. Use of Information:

- a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.
- b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.
- c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information

V. Safeguarding Information:

- a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.
- b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.
- c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

EXHIBIT FNM DEPARTMENT OF TRANSPORTATION PROVISIONS

The Middle Rio Grande Conservancy District shall agree to comply with the following Provisions:

- 1. Assume the lead role for the Project.
- 2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
- 3. Be responsible for project development, project construction, construction management, and testing.
- 4. Utilize the Project Control Number in all correspondence and submittals to the Department.
- 5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
- 6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
- 7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

The Middle Rio Grande Conservancy District shall agree to comply with the following Lighting and Signal Provisions as applicable:

- 1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
- 2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
- 3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
- 4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
- 5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
- 6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
- 7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
- 8. Obtain approval from the Department for all signal equipment prior to installation.
- 9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.
- 10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.

M-11-10-25-230

 Secretary-Treasurer/CFO

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

PARTICIPATION IN CAPITAL OUTLAY PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the Middle Rio Grande Conservancy District received a capital outlay grant, C3243243, Appropriation ID I3243, to plan, design, construct, and install traffic control devices for the Middle Rio Grande Conservancy District (MRGCD) managed through the New Mexico Department of Transportation (NMDOT) in the amount of \$75,000; and

WHEREAS, the NMDOT requires the MRGCD to adopt a written resolution approving the grant agreement; and

WHEREAS, the MRGCD included the grant appropriation in the fiscal year 2026 budget; and

NOW, THEREFORE, BE IT RESOLVED in official session that the Middle Rio Grande Conservancy District determines, resolves, and orders as follows:

The project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on June 30, 2028 (for Laws of 2024, Chapter 66, Section 33, Subsection 13,) and the Middle Rio Grande Conservancy District incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

Resolved in session this 10th day of November 2025.

	Middle Rio Grande Conservancy District
ATTEST:	John P. Kelly, Chair
Pamela Fanelli, CMA, CGFM	

Contract Number:

Vendor Number: <u>0000054374</u> Control Number: <u>C3243243</u>

STATE OF NEW MEXICO DEPARTMENT OF TRANSPORTATION FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is between the Department of Transportation, hereinafter called the "Department" or abbreviation such as "NMDOT", and Middle Rio Grande Conservancy District, hereinafter called the "Grantee". This Agreement is effective as of the date of the last party to sign it on the signature page below.

RECITALS

WHEREAS, in the Laws of 2024, SB 275, Chapter 66, Section 33, Subsection 13, 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, pursuant to the NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Grant Agreement.

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:

DFA Appropriation ID I3243 NMDOT Control Number C3243243 **\$75,000**

APPROPRIATION REVERSION DATE: 6/30/2028

Laws of 2024, Chapter 66, Section 33, Subsection 13, Seventy Five Thousand Dollars and No Cents (\$75,000), to plan, design, construct and install traffic control devices for the middle Rio Grande conservancy district in Middle Rio Grande Conservancy District.

The Grantee's total reimbursements shall not exceed Seventy Five Thousand Dollars and No Cents \$75,000 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, (), which equals () (the "Adjusted Appropriation Amount").

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." Optional 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 Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'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 Department has issued and the Grantee has received a Notice of Department'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 Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (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

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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 Department 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.

- (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 Department 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 Department 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 Department and the Department'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 Department 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 Department 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 Department 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 Department signs the Notice of Obligation is the date that the Department'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 DEPARTMENT 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: Jimmie Rogers Title: Accountant

Address: 1931 2nd St SW, Albuquerque, New Mexico 87102

Email: jrogers@mrgcd.us Telephone: 505-317-5126

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: Jason Casuga

Title: CEO

Address: PO Box 581, Albuquerque, NM 87103

Email: jason@mrgcd.us

Telephone: 505-247-0234

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

Department: Department of Transportation District 3 Office

Name: Tim Chavez

Title: Capital Outlay District Coordinator

Address: P.O. Box 91750, Albuquerque, NM 87199-1750

Email: Tim.Chavez@dot.nm.gov

Telephone: 505-490-3502

The Grantee and the Department 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 Department. It shall terminate on 6/30/2028 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 Department 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 Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department 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 Department 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 Department'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 Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. <u>Limitation on Department'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 Department'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 Department 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 Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
 - (iii) The Department 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 Department'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 Department 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 Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department 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 Department 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 Department 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. <u>Database Reporting</u>

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (http://cpms.dfa.state.nm.us). 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 Department 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 Department 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 Department 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 Department.

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 Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department 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 Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.
- 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. <u>Deadlines</u>

Requests for Payments shall be submitted by Grantee to the Department 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 Department 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 Department'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 Department 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 Department 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 Department'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 Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, 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 Department 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 Department 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 Department 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 Department of Transportation or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Middle Rio Grande Conservancy District or the Department"

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 Department of Transportation Grant Agreement. Should the Department of Transportation early terminate the grant agreement, the Middle Rio Grande Conservancy District may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Middle Rio Grande Conservancy District 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 Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

- A. Throughout the term of this Agreement, Grantee shall:
- 1. 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;
- 2. 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 Department 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.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform

Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

- B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.
- C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution

STATE OF NEW MEXICO CAPITAL GRANT PROJECT Request for Payment Form Exhibit 1 **Grantee Information** II. Payment Computation I. (Make sure information is complete & accurate) A. Payment Request No. Grantee: B. Grant Amount: В. Address: C. AIPP Amount (If Applicable): D. Funds Requested to Date: (Complete Mailing, including Suite, if applicable) E. Amount Requested this Payment: F. Reversion Amount (If Applicable): G. Grant Balance: H. GF ☐ GOB C. Phone No: STB (attach wire if first draw) D. I. Final Request for Payment (if Applicable) Grant No: E. Project Title: Grant Expiration Date: III. Fiscal Year: (The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year) IV. Reporting Certification: I hereby certify to the best of my know ledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement. ٧. Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause. Grantee Fiscal Officer Grantee Representative or Fiscal Agent (if applicable) Printed Name Printed Name Date: Date: (State Agency Use Only) Vendor Code: Fund No.: Loc No.: I certify that the State Agency financial and vendor file information agree with the above submitted information.

Date

Division Fiscal Officer

Date

Division Project Manager

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE EXHIBIT 2

Notice of Obligation to Reimburse Grantee [# 1] FROM: Grantee: [_____ Grantee Official Representative: [_____ SUBJECT: Notice of Obligation to Reimburse Grantee Grant Number: [Grant Termination Date: [______ As the designated representative of the Department for Grant Agreement number [______ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative: Vendor or Contractor: Third Party Obligation Amount: Vendor or Contractor: Third Party Obligation Amount: Vendor or Contractor: Third Party Obligation Amount: 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. Department 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.

NMDOT ATTACHMENT A

The Middle Rio Grande Conservancy District shall agree to comply with the following Provisions:

- 1. Assume the lead role for the Project.
- 2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
- 3. Be responsible for project development, project construction, construction management, and testing.
- 4. Utilize the Project Control Number in all correspondence and submittals to the Department.
- 5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
- 6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
- 7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

The Middle Rio Grande Conservancy District shall agree to comply with the following Lighting and Signal Provisions as applicable:

- 1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
- 2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
- 3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
- 4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
- 5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
- 6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
- 7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
- 8. Obtain approval from the Department for all signal equipment prior to installation.
- 9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.
- 10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.

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

Adoption of Amended Budget for Fiscal Year 2026 (07-01-25 to 06-30-26) **Grant Fund**

No. BA-11-10-25-107

WHEREAS, staff of the Middle Rio Grande Conservancy District, State of New Mexico ("MRGCD"), has developed a budget for fiscal year 2025/2026; and

WHEREAS, the budget was adopted by the Governing Body of the Middle Rio Grande Conservancy District on May 12, 2025; and

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

WHEREAS, the original budget needs to be adjusted to update revenues and appropriations for new grants received, grant budget adjustments due to modified timing of grant expenditures, and to adjust the budget for a grant expenditure included in the original budget and also in encumbrances; and

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WHEREAS, the following adjustments will be made to the grant fund in fiscal year 2026:

Fund	Project Number	Project Name		Budget Amount
8	G3757	Loretta/Alameda Open Space Project-NM Amplifund-2025 Capital Development Program Fund	Grant Received, not budgeted in FY 26	
		Add Grant Revenue		118,972
		Add Grant Expenditure		118,972
8	G3734	OSE-EWLP/LFCC Grant Reduce Grant Expenditure	Budgeted expenditure and rolled encumbrance	6,828,462
8	G3756	MOU Sandoval Traffic Control Devices	Grant Received, not budgeted in FY 26	
		Add Grant Revenue		40,000
		Add Grant Expenditure		40,000

8	G3733	Bern Co. Water Efficiency Agreer	nent	Grant Received, not budgeted in FY 26	
		Add Grant Revenue			20,000
		Add Grant Expenditure			20,000
8	G3744	Pajarito Acequia Improvement P	roject	Grant Received, not budgeted in FY 26	
		Add Grant Revenue			60,000
		Add Grant Expenditure			60,000
inst buo	verning Body of tructs the Chic dget to the Loc proval.	HEREFORE, BE IT RESOLE of the MRGCD, approves the ef Executive Officer and the cal Government Division of the ED: in session this 10th day of	amendmen Chief Finar e Departme f November	t to the Fiscal Year 202 ncial Officer to submit ent of Finance and Adn	26 budget and the amended ninistration for
			John P. K	celly, Chairman	
(Colin T. Baugh	n, Vice Chairman	Stephan	e Russo Baca, Direc	tor
_	J. Chris Lopez	, Director	Michael T	. Sandoval, Director	
Ē	Brian Jiron, Di	rector	Karen Du	nning, Director	
ļ	ATTEST:				
F	Pamela Fanell	i, CMA, CGFM			

Secretary-Treasurer/CFO

1 2		HE BOARD OF DIRECTORS OF THE ANDE CONSERVANCY DISTRICT	
3 4 5	Adoption of Amended Budg	et for Fiscal Year 2026 (07-01-25 to 06-30-26) General Fund	
6 7		No. BA-11-10-25-108	
8 9 10	WHEREAS, staff of the Middle ("MRGCD"), has developed a budget for fi	Rio Grande Conservancy District, State of New Mexico iscal year 2025/2026; and	
11 12 13	WHEREAS, the budget was add Conservancy District on May 12, 2025; an	opted by the Governing Body of the Middle Rio Grande	
 14 15 WHEREAS, the Local Government Division of the Department of Finance and Admir 16 approved said budget; and 			
WHEREAS, the original budget needs to be adjusted to update appropriations for the Highline Canal Overflow Structure No. 2; and			
21 22 23	WHEREAS, at the time of the FY 2026 budget approval, it was unclear if an add overflow structure was needed and therefore was not budgeted in FY2026; and		
24 25 26	WHEREAS, the lowest bid cost is \$1,074,066 and the additional construction manageme cost is \$33,573; and		
27	WHEREAS, the appropriations wil	Il come from the General Fund Reserves; and	
28 29 30 31 32 33 34	NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors, being the Gove Body of the MRGCD, approves the amendment to the Fiscal Year 2026 budget and instructs the Executive Officer and the Chief Financial Officer to submit the amended budget in the amou \$1,107,639 to the Local Government Division of the Department of Finance and Administratio approval.		
35	RESOLVED: in session this 10th d	ay of November 2025.	
36 37 38		MIDDLE RIO GRANDE CONSERVANCY DISTRICT	
39		John P. Kelly, Chairman	
	Colin T. Baugh, Vice Chairman	Stephanie Russo Baca, Director	
	J. Chris Lopez, Director	Michael T. Sandoval, Director	

Brian Jiron, Director	Karen Dunning, Director
ATTEST:	
Pamela Fanelli, CMA, CGFM Secretary-Treasurer/CFO	



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DATE: November 10, 2025

TO: MRGCD Board of Directors

THROUGH: Jason M. Casuga, CEO/Chief Engineer FROM: Casey Ish, Director of Lands and Conservation

SUBJECT: Request the Board approve Charter for establishment of the Urban

Advisory Committee

Action Requested:

Staff requests that the Board approves the *Urban Advisory Committee Charter*.

Summary:

Th *Urban Advisory Committee Charter* establishes a formal advisory body to represent the District's urban-area constituents, who collectively generate more than two-thirds of MRGCD's total revenue and whose interests often extend beyond traditional irrigation.

The proposed Committee will serve as a forum for users and stakeholders within Bernalillo, Valencia, Sandoval, and Socorro Counties to provide feedback and make recommendations to the Board on topics such as: Recreational and multi-use access within MRGCD rights-of-way, Bosque and ditch system management, Urban–wildland interface and fire prevention, Land use, levee, and riverside drain coordination, Environmental and legislative issues affecting the Middle Rio Grande corridor, just to name a few.

Membership will include 8–10 public members representing a range of interests and expertise. The Committee will be supported by the Director of Lands and Conservation and the Director of Communications, and will comply with the New Mexico Open Meetings Act. Staff anticipates issuing a public call for Statements of Interest in November 2025, with recommendations for membership presented to the Board in February 2026.

Recommendation:

CEO/Chief Engineer recommends the Board approves the *Urban Advisory Committee Charter*.

Middle Rio Grande Conservancy District

Urban Advisory Committee Charter

October, 2025

Need:

The urban areas of the MRGCD generate more than two thirds of the MRGCD total revenues. Among those constituents, the majority do not irrigate. This Urban Issues Advisory Committee (the "Advisory Committee") is hereby established to provide a forum and to allow users of the MRGCD rights of way in the urban areas of Bernalillo County and Valencia County, as well as those with similar interests in Sandoval and Socorro Counties, to provide feedback and make recommendations to the MRGCD Board on matters such as emerging recreational uses, use of the Bosque and MRGCD ditch system, the declining cottonwood tree canopy, land use and access policies, the urban wild land fire interface, levees, riverside drains, rehab projects, budgets, and legislative matters.

Membership

The Advisory Committee will consist of 8-10 public members who will serve staggered two-year terms. The Advisory Committee will be staffed by the MRGCD Director of Communications and the MRGCD Director of Lands and Conservation. A MRGCD Board member who serves on the Urban Issues Committee will be scheduled to attend all meetings of the Advisory Committee.

The Advisory Committee membership will include, but not be limited to:

- 1. Persons living both within and outside of the benefited area of the MRGCD
- 2. Persons with interest and experience in the services provided by the MRGCD, such as:
 - a. Farming, traditional and small scale
 - b. Farm to Table
 - c. Riparian Resource Management
 - d. Multi-Use trail systems
 - e. Equestrian use
 - f. Cycling
 - g. Water Based Recreation
 - h. Regional and Local Planning
 - i. K-12 Education
 - j. Other interests applicable to the MRGCD mission and the Middle Rio Grande Valley

Selection:

The MRGCD will issue a public request for Statements of Interest from prospective Advisory Committee members. The Statement of Interest content and format will be determined by those submitting. The Statement of Interest will be limited to no more than 3 pages.

Middle Rio Grande Conservancy District Urban Advisory Committee Charter Page 2

Statements of Interest will be reviewed by the Urban Issues Committee of the Board, the Director of Communication, and the Director of Lands and Conservation. The intent is to select applicants to cover the above list of interest and experience within the group; and not to select a committee member for each item listed.

The request for the Statements of Interest shall be issued in early November, 2025, and be due in mid-January, 2026. The Urban Issues Committee of the Board will make recommendations for Advisory Committee membership and length of service to the full Board of Directors at the February 2026 Board meeting.

Meetings:

The Advisory Committee will meet on a bi-monthly basis for Calendar Year 2026, and as agreed to by the Committee members for future years. An Organizational meeting will be held to select a Chair and Vice Chair. The Chair (or Vice Chair in the Chair's absence) will work with MRGCD Staff to develop topics of discussion for the Advisory Committee. Meeting agendas, background items, minutes and record keeping will be completed by MRGCD Staff.

Meetings will typically be held at the MRGCD offices, and may include field trips to assess topics of interest.

The Advisory Committee will comply with the New Mexico Open Meetings Act.

Compensation:

No compensation will be paid to the Advisory Committee member. Mileage payments will be allowed per current MRGCD procedures.

Our Mission statement:

THE MIDDLE RIO GRANDE CONSERVANCY DISTRICT OPERATES, MAINTAINS AND MANAGES IRRIGATION, DRAINAGE, AND RIVER FLOOD CONTROL IN THE MIDDLE RIO GRANDE VALLEY, PROMOTES EFFICIENT AND RESPONSIBLE WATER MANAGEMENT, PROTECTS THE ENVIRONMENT, WILDLIFE AND ENDANGERED SPECIES IN COOPERATION WITH OTHER LOCAL, STATE AND FEDERAL AGENCIES, AND PROVIDES MULTI-USE RECREATIONAL OPPORTUNITIES WITHIN THE MIDDLE RIO GRANDE VALLEY.