



Agenda

**For Presentation at the
2,238th Regular Meeting of the Board of Directors of the
Middle Rio Grande Conservancy District**



August 10, 2026 – 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 – July 2026
 - b. Consideration/Approval of July 2026 Invoices for Wiggins, Williams & Wesenberg, PC
 - c. Consideration/Approval of July 2026 Invoices for Spencer Fane LLP
 - d. Consideration/Approval of the Minutes for the Regular Board Meeting – July 13, 2026
 - e. Memo on MRGCD Approved Licenses for July 2026 (For Informational Purposes Only)
- 3:10 4. **Report(s) from the Water Operations**
 - a. Report on Water Supply Conditions – Anne Marken, River Operations & Telemetry Manager
 - b. Report on Water Distribution – Matt Martinez, Irrigation Distribution Manager
- 3:30 5. **Items from the Floor (Comments are limited to three (3) minutes)**
- 3:45 6. **Report(s) from the Department of the Interior**
 - a. Bureau of Reclamation – Ken Richard, Acting Deputy
 - b. Bureau of Indian Affairs – Patrick Taber, Acting Designated Engineer
- 4:00 7. **Report(s) from the Director of Human Resources – Christine L. Nardi, MBA**
 - a. Introduction of MRGCD New Hires
 - b. Employee Recognition
- 4:15 8. **Report(s) from the Chief Procurement Officer – Richard DeLoia**
 - a. Consideration/Approval for the Alamos de los Gallegos Acequia Association Project Phase 3, Bernalillo County Grant #G3769
 - b. Consideration/Approval for the Unified Fire Scar Invasive Resprout Treatment Grant #G3753
 - c. Consideration/Approval for the San Francisco Outfall Chipping and Processing Grant #G3753
- 4:30 9. **Report(s) from the Director of Lands & Conservation – Casey Ish**
 - a. Report on the Campbell-Montano Fuels Reduction Project – Jo Strange, Bosque Management Coordinator and Colleen Langan-McRoberts, City of Albuquerque Open Space Superintendent
 - b. Report on the Urban Issues Advisory Committee Meeting, July 27, 2026 – Casey Ish, Director of Lands & Conservation, Amanda Molina, Director of Communications, Vice Chair Baugh, and Director Russo Baca
 - c. Consideration/Approval of Water Rights Purchase Agreement with Bosque Del Sol, LLC
 - d. Consideration/Approval of Resolution No. M-08-10-26-240 Authorizing and Approving Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority
 - e. Consideration/Approval of 5-Year MOA with Rio Grande Agricultural Land Trust
 - f. Report from Center for Social Sustainable Systems – Jorge Garcia, CESOSS Executive Director

- 5:00 **10. Report(s) from the Director of Technical Services – Alicia Lopez, PE**
- a. Update on Monsoon Response
 - b. Update on Projects:
 - 1. Corrales Siphon
 - 2. Feeder 3 Pump Station
 - 3. Loretta Road Project
- 5:20 **11. Report(s) from the Secretary-Treasurer/CFO – Pamela Fanelli, CMA, CGFM**
- a. Report on the Finance Committee Meeting, August 10, 2026 – Chair Kelly, Vice Chair Baugh, and Director Russo Baca
 - b. Consideration/Approval of Resolution No. BA-08-10-26-117 Adoption of Amended Budget for Fiscal Year 2027 (07-01-26 to 06-30-27) Grant Fund
 - c. Consideration/Approval of Resolution No. M-08-10-26-241 Water Trust Board Application for the Albuquerque East Levee System 2 Improvements
 - d. Notification/Discussion of the 2026 MRGCD Water Service Charge Reclassification (Protest) Hearing per NMSA 73-18-8.1; hearing scheduled for September 14, 2026
- 5:40 **12. Report(s) from the Chief Engineer/CEO – Jason M. Casuga, PE**
- a. Report on 6-Middle Rio Grande Pueblos Coalition Meeting, August 6, 2026 – Jason M. Casuga, Chief Engineer/CEO and Director Russo Baca
 - b. Information on Upcoming Events:
 - 1. Los Lunas Agricultural Science Center & USDA Plant Materials Center’s Field Day, August 13, 2026: Los Lunas
 - 2. CESOSS’ 2026 Acequia Walk & Talks Series
 - a. August 22, 2026 – Los Padillas Acequia
 - b. September 5, 2026 – Armijo: Sanchez Farm Open Space
 - c. October 24, 2026 – Pajarito: Durand Open Space
 - 3. Coalition of Rio Grande Water Users Annual Conference, September 16-18, 2026: Tamaya Resort, Pueblo of Santa Ana
 - 4. Tribal Water Law Annual Conference, September 28-29, 2026: Santa Fe, NM
 - 5. New Mexico Water Law Annual Conference, October 8-9, 2026: Santa Fe, NM
 - 6. Family Farm Alliance Annual Conference, October 28-30, 2026: Reno, NV
 - 7. Colorado River Water Users Association Annual Conference, December 9-11, 2026: Las Vegas, NV
- 6:00 **13. Report(s) from the MRGCD Attorney(s) – Chief Water Counsel or General Counsel**
- 6:15 **14. Report(s) from the Board**
- a. Report on the 3rd MRG Farmer Survey Advisory Committee Meeting, July 14, 2026 – Director Russo Baca
 - b. Report on the Farmers for Future Farmers Meeting, July 14, 2026 – Director Russo Baca
 - c. Report on the VCSWCD Monthly Meeting, July 16, 2026 – Director Russo Baca
 - d. Report on the NM ISC Meeting, July 23, 2026 – Director Russo Baca
 - e. Report on Bosque Del Apache Tour, July 29, 2026 – Vice Chair Baugh and Director Lopez
 - f. Report on Hispano Chamber of Valencia County Installation Banquet, August 8, 2026 – Vice Chair Baugh and Director Sandoval
- 6:30 **15. Executive Session**
- a. NMSA 1978 Open Meetings Act, Section 10-15-1(H)7
 - 1. Threatened or Pending Litigation: Potential of the State of New Mexico Violating the Rio Grande Compact



MEMORANDUM

To: Chairman Kelly, Board of Directors
Through: Jason M. Casuga, CEO/Chief Engineer
From: Tarah Jaramillo, Executive Assistant
Date: August 10, 2026
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, memos regarding a list of the approved MRGCD licenses for July.

- a. Consideration/Approval of Payment Ratification – July 2026
- b. Consideration/Approval of July 2026 Invoices for Wiggins, Williams & Wesenberg, PC
- c. Consideration/Approval of July 2026 Invoices for Spencer Fane LLP
- d. Consideration/Approval of the Minutes for the Regular Board Meeting – July 13, 2026
- e. Memo on MRGCD Approved Licenses for July 2026 (For Informational Purposes Only)

Staff Recommendation is to approve the above items within the Consent Agenda.

MIDDLE RIO GRANDE CONSERVANCY DISTRICT
August 10, 2026
Payments for the Period July 01, 2026 through July 31, 2026

3a

Warrant	Vendor Name	Amount	Description	Location
EFT	NEW MEXICO TAXATION & REVENUE DEPARTMENT	29,284.56	JUNE 2026 WITHHOLDING TAX	
		1,051.20	WORKER'S COMPENSATION FEE - QTR. 2	
EFT	OHIO TAXES	163.17	SCHOOL DISTRICT, WITHHOLDING, RITA	
EFT	DEPARTMENT OF WORKFORCE SOLUTIONS	9,467.74	2026 UNEMPLOYMENT INSURANCE - QTR. 2	
EFT	PAYROLL	377,276.20	PAY PERIOD 14	
EFT	PERA	137,089.01	PAY PERIOD 14	
EFT	IRS	51,713.32	PAY PERIOD 14	
EFT	VOYA DEFERRED COMP	8,623.49	PAY PERIOD 14	
EFT	PAYROLL	381,177.06	PAY PERIOD 15	
EFT	PERA	139,996.87	PAY PERIOD 15	
EFT	IRS	52,013.82	PAY PERIOD 15	
EFT	VOYA DEFERRED COMP	8,308.49	PAY PERIOD 15	
TOTAL PAYROLL		1,196,164.93		
158112	CITY OF SOCORRO	(500.00)	VOIDED CHECK DATED 04.16.26	
158627	MCSWEENEY, JUDITH	(166.34)	VOIDED CHECK DATED 06.05.26	
158900	ABCWUA	(103.32)	VOIDED CHECK DATED 07.02.26	
159030	DAGGETT, JULIANA	(320.00)	VOIDED CHECK DATED 07.10.26	
Checks				
158901	BOHANNAN HUSTON	5,055.06	BELEN HIGHLINE OVERFLOW DESIGN	BELEN DIVISION
158902	BOHANNAN HUSTON	1,354.46	ALAMEDA DRAIN CROSSING SUPPORT	ENGINEERING
158903	PNM ELECTRIC SERVICES	317.81	ELECTRICITY	ALBUQUERQUE DIVISION
		993.78	ELECTRICITY	BELEN DIVISION
158904	RAKS BUILDING SUPPLY	15.99	MISC. PARTS/SUPPLIES	EQUIPMENT REPAIR & TRANS
158905	SOCORRO ELECTRIC CO-OP	1,024.79	ELECTRICITY	SOCORRO DIVISION
		700.53	PUMP ELECTRICITY	SOCORRO DIVISION
158906	WEX BANK	124,526.82	UNL \$35,693 DIESEL \$88,795 FEES \$39	MULTIPLE DEPTS./DIVISIONS
158907	4 RIVERS EQUIPMENT, LLC.	150.31	PARTS & REPAIRS	BELEN DIVISION
		9,550.00	ROOT RAKE FOR EXCAVATOR	BELEN DIVISION
158908	ACTION HOSE, INC.	223.79	PARTS & REPAIRS	ALBUQUERQUE DIVISION
158909	ALLSTATE HYDRAULICS, INC.	2,185.55	PARTS & REPAIRS	ALBUQUERQUE DIVISION
158910	ANCHORBUILT INC.	28,725.11	SIDEWALK/PARKING LOT REPAIRS	GENERAL OFFICE
158911	ADVANCED NETWORK MANAGEMENT	42,654.54	IT. ASSESSMENT	INFORMATION SYSTEMS
158912	BUSTED STEM	166.44	TIRE REPLACEMENT/REPAIRS	ALBUQUERQUE DIVISION
158913	CITY OF BELEN	3,280.93	WATER/SEWER/REFUSE	BELEN DIVISION
158914	CONTINENTAL BATTERY COMPANY	130.90	BATTERIES	BELEN DIVISION
158915	DESERT GARDENS	5,840.31	VEGETATION REMOVAL	RIGHT OF WAY DEPARTMENT
158916	DOUBLE H AUTO INC.	180.33	PARTS & REPAIRS	SOCORRO DIVISION
158917	EXPRESS AUTO GLASS	600.00	PARTS & REPAIRS	EQUIPMENT REPAIR & TRANS
		2,600.00	PARTS & REPAIRS	SOCORRO DIVISION
158918	FLEETPRIDE	276.00	FLUIDS/FILTERS	ALBUQUERQUE DIVISION
		181.66	PARTS & REPAIRS	ALBUQUERQUE DIVISION
158919	FRESH & CLEAN PORTABLE RESTROOMS	210.94	PORTABLE RESTROOM	ALBUQUERQUE DIVISION
158920	FRESNO VALVES & CASTINGS, INC.	279.00	STEMS	INVENTORY
158921	GENUINE NAPA AUTO PARTS	1,339.62	PARTS & REPAIRS	WATER DISTRIBUTION DIV
158922	GEOTEL CORPORATION	1,173.32	ANNUAL PRESS CLIPPING SERVICE	COMMUNICATIONS
158923	GLOBAL POWER SPORTS, LLC.	2,185.45	TIRE REPLACEMENT/REPAIRS	SOCORRO DIVISION
158924	HACIENDA HOME CENTERS	462.67	ANCHOR BOLTS	INVENTORY
		157.94	STHIL PRODUCTS	INVENTORY
158925	HEIGHTS SECURITY, INC	9.47	DUPLICATE KEYS	ALBUQUERQUE DIVISION
158926	INTERWEST SAFETY SUPPLY, LLC.	1,545.00	BOSQUE SUPPLIES	RIGHT OF WAY DEPARTMENT
158927	J & B AUTOMOTIVE	13,350.00	EQUIPMENT TRAILER	BELEN DIVISION
158928	LINDE GAS & EQUIPMENT, INC.	266.69	WELDING SUPPLIES	INVENTORY
158929	MCT INDUSTRIES, INC.	561.08	PARTS & REPAIRS	ALBUQUERQUE DIVISION
158930	MT PRIVATE UTILITY LOCATING SERVICES	290.59	UNDERGROUND UTILITY LOCATOR	GENERAL OFFICE
158931	NAPA AUTO PARTS	18.12	FLUIDS/FILTERS	ALBUQUERQUE DIVISION
		41.83	PARTS & REPAIRS	ALBUQUERQUE DIVISION
		194.30	PARTS & REPAIRS	SOCORRO DIVISION
158932	NAPA AUTO PARTS	51.76	PARTS & REPAIRS	ALBUQUERQUE DIVISION
158933	NEW MEXICO GAS COMPANY	35.19	NATURAL GAS	BELEN DIVISION
158934	NEW MEXICO TRACTOR SALES	105.96	SHOP/WELD SUPPLIES	BELEN DIVISION
158935	OVERHEAD DOOR CO. OF ALBQ	943.34	GARAGE DOOR REPAIR	EQUIPMENT REPAIR & TRANS

MIDDLE RIO GRANDE CONSERVANCY DISTRICT
August 10, 2026
Payments for the Period July 01, 2026 through July 31, 2026

Warrant	Vendor Name	Amount	Description	Location
158936	PENA BLANCA WATER & SANITATION	80.34	WATER/SEWER/REFUSE	COCHITI DIVISION
158937	POWER EQUIPMENT COMPANY	2,817.00	PARTS & REPAIRS	ALBUQUERQUE DIVISION
158938	POWER FORD	436.91	PARTS & REPAIRS	BELEN DIVISION
158939	RAIN FOR RENT	49,153.34	CORRALES PUMPS RENTAL	ALBUQUERQUE DIVISION
158940	ROBERTS TRUCK CENTER	643.64	PARTS & REPAIRS	BELEN DIVISION
158941	RUBICON SYSTEMS AMERICA, INC.	376.71	RUBICON NEUROFLO SUBSCRIPTION	WATER OPERATIONS
158942	SENERGY PETROLEUM, LLC	4,021.75	OILS	INVENTORY
158943	SOUTHERN TIRE MART, LLC	369.20	TIRE REPLACEMENT/REPAIRS	ALBUQUERQUE DIVISION
158944	SOUTHWEST CONSTRUCTION PARTS	420.88	PARTS & REPAIRS	BELEN DIVISION
158945	TECHNOLOGY INTEGRATION GROUP	1,549.80	MICROSOFT PROJECT	INFORMATION SYSTEMS
158946	UNIFIRST CORPORATION	56.25	WELDER/MECHANIC UNIFORMS	BELEN DIVISION
		36.52	WELDER/MECHANIC UNIFORMS	SOCORRO DIVISION
158947	WAGNER EQUIPMENT CO.	336.63	PARTS & REPAIRS	SOCORRO DIVISION
158948	ZIA EQUIPMENT, LLC.	795.52	PARTS & REPAIRS	BELEN DIVISION
		2,380.17	PARTS & REPAIRS	COCHITI DIVISION
		3,502.01	PARTS & REPAIRS	EQUIPMENT REPAIR & TRANS
		2,979.72	PARTS & REPAIRS	SOCORRO DIVISION
158949	ACUITY INSURANCE	1,316.00	GENERAL INSURANCE	GENERAL FUND
158950	ACUITY INSURANCE	122,250.00	GENERAL INSURANCE	GENERAL FUND
158951	AFSCME COUNCIL 18	2,279.04	UNION DUES	GENERAL FUND
158952	AUI INC	677,468.44	FEEDER 3 PROJECT	GRANTS FUND
158953	BOHANNAN HUSTON	19,305.03	FEEDER 3 TASK ORDER 5	ENGINEERING
158954	BOHANNAN HUSTON	2,132.73	FEEDER 3 TASK NO 12	GRANTS FUND
158955	STATE OF NEW MEXICO	1,093.20	PAYROLL GARNISHMENTS	GENERAL FUND
158956	CITY OF ALBUQUERQUE	7,100.00	CABQ INTERAGENCY FEE - FY2026	GENERAL FUND
158957	COMCAST HOLDING CORPORATION	1,025.25	VOIP/INTERNET	INFORMATION SYSTEMS
158958	NEW MEXICO FINANCE AUTHORITY	18,525.59	EQUIPMENT LOAN 4727	DEBT SERVICE
		13,273.19	EQUIPMENT LOAN 5636	DEBT SERVICE
		29,306.27	EQUIPMENT LOAN 6352	DEBT SERVICE
		57,838.22	EQUIPMENT LOAN AUG 6968	DEBT SERVICE
		57,894.12	EQUIPMENT LOAN JUL 6968	DEBT SERVICE
158959	HOME DEPOT CREDIT SERVICE	109.92	BOSQUE SUPPLIES	LANDS & CONSERVATION
		239.00	CONSTRUCTION SUPPLIES	LANDS & CONSERVATION
		137.22	GATES & FENCING	RIGHT OF WAY DEPARTMENT
		349.00	IMPACT WRENCH	BELEN DIVISION
		61.85	JANITORIAL SUPPLIES	COCHITI DIVISION
		214.76	MATERIALS FOR SHED	BELEN DIVISION
		149.00	MISC. PARTS/SUPPLIES	BELEN DIVISION
		433.37	SAFETY SUPPLIES	SAFETY DEPARTMENT
		69.89	SHOP/WELD SUPPLIES	BELEN DIVISION
		56.94	SHOP/WELD TOOLS	BELEN DIVISION
158960	HUB INTERNATIONAL	54,972.70	GENERAL INSURANCE	GENERAL FUND
158961	INDIANA DEPT. OF CHILD SERVICES	472.00	PAYROLL GARNISHMENTS	GENERAL FUND
158962	RAKS BUILDING SUPPLY	387.93	CONSTRUCTION SUPPLIES	SOCORRO DIVISION
		159.98	SHOP/WELD SUPPLIES	BELEN DIVISION
		194.97	SHOP/WELD SUPPLIES	SOCORRO DIVISION
158963	STATE OF NM TAXATION REVENUE	473.09	PAYROLL GARNISHMENTS	GENERAL FUND
158964	TX CHILD SUPPORT SDU	260.31	PAYROLL GARNISHMENTS	GENERAL FUND
158965	VALENCIA COUNTY CLERK	25.00	RELEASE OF LIEN	ACCOUNTING
158966	WILSON & COMPANY, INC.	58,654.62	CORRALES CONSTRUCTION ADMIN	GRANTS FUND
158967	ABCWUA	527.12	WATER/SEWER/REFUSE	ALBUQUERQUE DIVISION
		364.93	WATER/SEWER/REFUSE	EQUIPMENT REPAIR & TRANS
		770.52	WATER/SEWER/REFUSE	GENERAL OFFICE
158968	ACTION HOSE, INC.	132.66	PARTS & REPAIRS	ALBUQUERQUE DIVISION
		122.14	PARTS & REPAIRS	COCHITI DIVISION
		479.46	PARTS & REPAIRS	SOCORRO DIVISION
158969	ALBUQUERQUE PUBLISHING	436.80	ANNUAL ALB JOURNAL SUBSCRIPTION	GENERAL FUND
		290.22	BOARD MEETING AD PUBLICATIONS	BOARD OF DIRECTORS
158970	ALBUQUERQUE SEWING & REPAIR	460.00	PARTS & REPAIRS	ALBUQUERQUE DIVISION
158971	AMAZON CAPITAL SERVICES	20.99	OFFICE SUPPLIES	ENGINEERING
		58.41	OFFICE SUPPLIES	EQUIPMENT REPAIR & TRANS
		93.96	SAFETY SUPPLIES	SAFETY DEPARTMENT
158972	AUTOZONE, INC.	30.71	SHOP/WELD SUPPLIES	EQUIPMENT REPAIR & TRANS
158973	AWARDS ETC. LLC	20.00	OFFICE SUPPLIES	GENERAL OFFICE
		65.00	RETIREMENT PLAQUE /NAME PLATES	HUMAN RESOURCES
158974	BJW VENTURES, LLC	491.00	PARTS & REPAIRS	ALBUQUERQUE DIVISION
158975	CENTURY LINK	103.28	VOIP/INTERNET	BELEN DIVISION
158976	CINTAS CORPORATION	23.67	SAFETY SUPPLIES	COCHITI DIVISION

MIDDLE RIO GRANDE CONSERVANCY DISTRICT
August 10, 2026
Payments for the Period July 01, 2026 through July 31, 2026

Warrant	Vendor Name	Amount	Description	Location
		135.00	WATER COOLER RENTAL	EQUIPMENT REPAIR & TRANS
		135.00	WATER COOLER RENTAL	SOCORRO DIVISION
158977	CONTINENTAL BATTERY COMPANY	212.81	BATTERIES	ALBUQUERQUE DIVISION
		328.22	BATTERIES	BELEN DIVISION
		166.06	BATTERIES	SOCORRO DIVISION
158978	CRAIG INDEPENDENT TIRE CO.	53.31	TIRE REPLACEMENT/REPAIRS	BELEN DIVISION
158979	CRITTERS OIL CHANGE, LLC.	95.00	FLUIDS/FILTERS	BELEN DIVISION
158980	D.R.B. ELECTRIC, INC.	16,126.87	ELECTRICAL FOR WELDING SHOP	BELEN DIVISION
158981	DESERT GARDENS	7,433.13	VEGETATION REMOVAL	RIGHT OF WAY DEPARTMENT
158982	DESERT GREENS EQUIPMENT	62.48	FLUIDS/FILTERS	SOCORRO DIVISION
		735.56	PARTS & REPAIRS	ALBUQUERQUE DIVISION
		83.37	PARTS & REPAIRS	SOCORRO DIVISION
158983	DOUBLE H AUTO INC.	424.00	PARTS & REPAIRS	SOCORRO DIVISION
		29.62	SHOP/WELD SUPPLIES	SOCORRO DIVISION
158984	EHS INSIGHT	9,420.00	SAFETY SOFTWARE	SAFETY DEPARTMENT
158985	FLEETPRIDE	45.86	PARTS & REPAIRS	ALBUQUERQUE DIVISION
158986	GENUINE NAPA AUTO PARTS	570.39	PARTS & REPAIRS	BELEN DIVISION
		38.09	SHOP/WELD SUPPLIES	BELEN DIVISION
158987	GLOBAL POWER SPORTS, LLC.	130.84	FLUIDS/FILTERS	SOCORRO DIVISION
		130.84	FLUIDS/FILTERS	WATER DISTRIBUTION DIV
		520.75	TIRE REPLACEMENT/REPAIRS	SOCORRO DIVISION
158988	HEIGHTS SECURITY, INC	136.68	REKEY BACK DOOR	ALBUQUERQUE DIVISION
158989	HERRING, LAT	228.00	RODENT MANAGEMENT	ALBUQUERQUE DIVISION
158990	HIGH DESERT INDUSTRIAL SUPPLY	126.50	SHOP/WELD SUPPLIES	BELEN DIVISION
158991	HUNTER BOWER LUMBER	4,998.31	LUMBER	INVENTORY
158992	JIFFY LUBE	100.54	FLUIDS/FILTERS	WATER DISTRIBUTION DIV
158993	JIVE COMMUNICATIONS, INC.	2,643.35	VOIP/INTERNET	GENERAL OFFICE
158994	JOHN THOMPSON CONSULTING, INC.	11,756.25	LOBBYIST CONTRACT PAYMENT	GENERAL FUND
158995	J.A TIRE ROAD SERVICE	228.70	TIRE REPLACEMENT/REPAIRS	BELEN DIVISION
158996	MAINTENANCE SERVICE SYSTEMS, INC.	414.10	JANITORIAL SERVICE	ALBUQUERQUE DIVISION
		2,036.03	JANITORIAL SERVICE	GENERAL OFFICE
158997	MCSWEENEY, JUDITH	166.34	RETIREE HEALTHCARE	HUMAN RESOURCES
158998	MCT INDUSTRIES, INC.	904.68	PARTS & REPAIRS	ALBUQUERQUE DIVISION
		603.45	PARTS & REPAIRS	BELEN DIVISION
		958.50	PARTS & REPAIRS	SOCORRO DIVISION
158999	NAPA AUTO PARTS	260.04	PARTS & REPAIRS	BELEN DIVISION
		29.20	PARTS & REPAIRS	SOCORRO DIVISION
		7.53	SHOP/WELD SUPPLIES	EQUIPMENT REPAIR & TRANS
		22.50	SHOP/WELD TOOLS	BELEN DIVISION
		47.07	SHOP/WELD TOOLS	EQUIPMENT REPAIR & TRANS
159000	NED'S PIPE & STEEL	80.00	SHOP/WELD SUPPLIES	BELEN DIVISION
159001	NEW MEXICO GAS COMPANY	40.96	NATURAL GAS	COCHITI DIVISION
159002	O'REILLY AUTO PARTS	28.04	PARTS & REPAIRS	SOCORRO DIVISION
159003	CONCENTRA MEDICAL CENTERS	261.54	PHYSICALS	ALBUQUERQUE DIVISION
		160.37	PHYSICALS	EQUIPMENT REPAIR & TRANS
159004	PACIFIC OFFICE AUTOMATION	232.36	COPIER LEASE	ALBUQUERQUE DIVISION
		143.84	COPIER LEASE	EQUIPMENT REPAIR & TRANS
		730.25	COPIER LEASE	GENERAL OFFICE
159005	PETROGLYPH CONSULTING, LLC	5,132.37	ABQ LEVEE PROJECT MANAGEMENT	ALBUQUERQUE DIVISION
159006	PHILIPS, DEANNA	174.07	RETIREE HEALTHCARE	HUMAN RESOURCES
159007	PNM ELECTRIC SERVICES	40.17	ELECTRICITY	ALBUQUERQUE DIVISION
		317.73	ELECTRICITY	COCHITI DIVISION
159008	POWER FORD	329.70	PARTS & REPAIRS	COCHITI DIVISION
159009	PRINT EXPRESS, LLC.	51.00	BUSINESS CARDS	ENGINEERING
159010	PURCELL TIRE COMPANY	93.98	TIRE REPLACEMENT/REPAIRS	ALBUQUERQUE DIVISION
		-	TIRE REPLACEMENT/REPAIRS	COCHITI DIVISION
159011	RANCHERO BUILDERS SUPPLY	7.00	PARTS & REPAIRS	BELEN DIVISION
159012	RANDY'S ACE HARDWARE	321.89	CONSTRUCTION SUPPLIES	SOCORRO DIVISION
		65.25	PARTS & REPAIRS	SOCORRO DIVISION
159013	RED SHOVEL LLC	843.63	LANDSCAPE MONTHLY MAINTENANCE	GENERAL OFFICE
159014	RINKER MATERIALS	19,219.20	ALLISON LATERAL REPAIR	CAPITAL INVESTMENT FUND
159015	ROBERTS TRUCK CENTER	3,983.72	PARTS & REPAIRS	BELEN DIVISION
159016	SAMBA HOLDINGS, INC.	416.51	MONTHLY MVR MONITORING	HUMAN RESOURCES
159017	SAN ACACIA MDWCA	21.52	WATER/SEWER/REFUSE	SOCORRO DIVISION
159018	SANDOVAL COUNTY LANDFILL	722.53	LANDFILL	ALBUQUERQUE DIVISION
159019	COX AMERICAN CAR CARE	361.80	TIRE REPLACEMENT/REPAIRS	BELEN DIVISION
159020	SOUTHWEST LANDFILL, INC.	1,769.93	LANDFILL	ALBUQUERQUE DIVISION
		5,536.00	LANDFILL	BELEN DIVISION

MIDDLE RIO GRANDE CONSERVANCY DISTRICT
August 10, 2026
Payments for the Period July 01, 2026 through July 31, 2026

Warrant	Vendor Name	Amount	Description	Location
159021	TAS SECURITY SYSTEMS INC	40.24	SECURITY SERVICES	BELEN DIVISION
		132.51	SECURITY SERVICES	GENERAL OFFICE
159022	THE PRINTERS PRESS	1,952.00	CORRALES PRINTING PROJECT	COMMUNICATIONS
159023	THOMPSON SECURITY LLC	96.70	SECURITY SERVICES	EQUIPMENT REPAIR & TRANS
159024	DITTO TRANSCRIPTS	711.75	MINUTES & TRANSCRIPTIONS	BOARD OF DIRECTORS
159025	TYLER TECHNOLOGIES, INC	158,506.20	ANNUAL LICENSING	INFORMATION SYSTEMS
		9,182.94	ANNUAL PACE TRAINING	ACCOUNTING
		847.55	MY CIVIC SUBSCRIPTION	INFORMATION SYSTEMS
		17,130.00	TIME & ATTENDANCE IMPLEMENTATION	HUMAN RESOURCES
159026	UNIFIRST CORPORATION	99.68	WELDER/MECHANIC UNIFORMS	ALBUQUERQUE DIVISION
		56.90	WELDER/MECHANIC UNIFORMS	BELEN DIVISION
		36.44	WELDER/MECHANIC UNIFORMS	COCHITI DIVISION
		92.22	WELDER/MECHANIC UNIFORMS	EQUIPMENT REPAIR & TRANS
		36.52	WELDER/MECHANIC UNIFORMS	SOCORRO DIVISION
159027	UNIFORMS & MORE LLC	57.00	EMPLOYEE SHIRTS	ACCOUNTING
		144.00	EMPLOYEE SHIRTS	RIGHT OF WAY DEPARTMENT
159028	VERIZON CONNECT FLEET	5,426.42	VERIZON CONNECT-GPS	EQUIPMENT REPAIR & TRANS
159029	WASTE MANAGEMENT OF NM	396.85	WATER/SEWER/REFUSE	COCHITI DIVISION
159031	CONSERVANCY OIL COMPANY	2,871.00	OILS	ALBUQUERQUE DIVISION
159032	FANELLI, PAMELA	353.50	2026 GFOA CONFERENCE	EXEC TEAM
159033	HM LIFE INSURANCE COMPANY	1,443.73	VISION INSURANCE	GENERAL FUND
159034	NEW MEXICO MUTUAL	3,641.57	WORKERS COMP CLAIMS	GENERAL FUND
		29,789.00	WORKERS COMP INSURANCE	GENERAL FUND
159035	SPENCER FANE, LLP.	46,929.14	LEGAL SERVICES	GENERAL FUND
159036	UNIFIRST CORPORATION	109.19	WELDER/MECHANIC UNIFORMS	BELEN DIVISION
		33.33	WELDER/MECHANIC UNIFORMS	SOCORRO DIVISION
159037	UNUM LIFE INSURANCE	1,983.53	LIFE/DISABILITY INSURANCE	GENERAL FUND
159038	WIGGINS, WILLIAMS & WESENBERG	18,920.47	LEGAL SERVICES	GENERAL FUND
159039	4 RIVERS EQUIPMENT, LLC.	94.54	FLUIDS/FILTERS	ALBUQUERQUE DIVISION
		85.00	FLUIDS/FILTERS	BELEN DIVISION
		119.79	FLUIDS/FILTERS	SOCORRO DIVISION
		423.29	PARTS & REPAIRS	BELEN DIVISION
		59.36	PARTS & REPAIRS	COCHITI DIVISION
		4,053.07	PARTS & REPAIRS	SOCORRO DIVISION
159040	ABCWUA	464.27	WATER/SEWER/REFUSE	ALBUQUERQUE DIVISION
159041	ACTION HOSE, INC.	117.20	PARTS & REPAIRS	ALBUQUERQUE DIVISION
		23.76	PARTS & REPAIRS	SOCORRO DIVISION
159042	ALBUQUERQUE BOLT & FASTENER	135.00	PARTS & REPAIRS	COCHITI DIVISION
159043	ALLSTATE HYDRAULICS, INC.	2,325.00	PARTS & REPAIRS	BELEN DIVISION
159044	AMAZON CAPITAL SERVICES	309.99	DESK AND CHAIRS	SOCORRO DIVISION
		13.56	HYDROLOGY SUPPLIES	WATER OPERATIONS
		1,505.26	IPAD - ENGINEERING	INFORMATION SYSTEMS
		20.99	OFFICE SUPPLIES	GENERAL OFFICE
		79.98	OFFICE SUPPLIES	SOCORRO DIVISION
		90.97	SHOP/WELD TOOLS	EQUIPMENT REPAIR & TRANS
159045	BEACON BID	5,250.00	BEACON EBID	PURCHASING
159046	BJW VENTURES, LLC	418.81	PARTS & REPAIRS	SOCORRO DIVISION
		290.00	PARTS & REPAIRS	WATER DISTRIBUTION DIV
159047	BOOT BARN, INC.	200.00	EMPLOYEE BOOTS	BELEN DIVISION
		148.70	EMPLOYEE BOOTS	EXEC TEAM
		114.74	EMPLOYEE BOOTS	WATER DISTRIBUTION DIV
159048	BUSTED STEM	182.96	TIRE REPLACEMENT/REPAIRS	ALBUQUERQUE DIVISION
		166.82	TIRE REPLACEMENT/REPAIRS	EQUIPMENT REPAIR & TRANS
159049	CONSENSUS BUILDING INSTITUTE	102.50	BASIN STUDY AG COMMITTEE	GRANTS FUND
159050	CLARK TRUCK EQUIPMENT	2,270.00	PARTS & REPAIRS	ALBUQUERQUE DIVISION
		265.00	PARTS & REPAIRS	WATER DISTRIBUTION DIV
159051	CONTINENTAL BATTERY COMPANY	218.79	BATTERIES	ALBUQUERQUE DIVISION
159052	CRAIG INDEPENDENT TIRE CO.	145.56	TIRE REPLACEMENT/REPAIRS	BELEN DIVISION
		162.55	TIRE REPLACEMENT/REPAIRS	WATER DISTRIBUTION DIV
159053	CRITTERS OIL CHANGE, LLC.	285.00	FLUIDS/FILTERS	BELEN DIVISION
		190.00	FLUIDS/FILTERS	WATER DISTRIBUTION DIV
159054	DESERT GREENS EQUIPMENT	359.11	PARTS & REPAIRS	ALBUQUERQUE DIVISION
		20.85	PARTS & REPAIRS	COCHITI DIVISION
159055	FLEETPRIDE	77.94	SAFETY SUPPLIES	EQUIPMENT REPAIR & TRANS
159056	FRANK'S SUPPLY CO	2,217.08	FORKLIFT RENTAL	ALBUQUERQUE DIVISION
		50.00	SHOP/WELD TOOLS	EQUIPMENT REPAIR & TRANS
		365.00	TAP & DIE SET	EQUIPMENT REPAIR & TRANS
159057	GRAINGER	20.96	JANITORIAL SUPPLIES	EQUIPMENT REPAIR & TRANS

MIDDLE RIO GRANDE CONSERVANCY DISTRICT
August 10, 2026
Payments for the Period July 01, 2026 through July 31, 2026

Warrant	Vendor Name	Amount	Description	Location
159058	JIFFY LUBE	107.39	FLUIDS/FILTERS	ALBUQUERQUE DIVISION
159059	J.A TIRE ROAD SERVICE	160.51	TIRE REPLACEMENT/REPAIRS	BELEN DIVISION
159060	KRONOS SAASHR, INC.	1,461.70	PAYROLL & TIME KEEPING	HUMAN RESOURCES
159061	LINDE GAS & EQUIPMENT, INC.	412.25	SHOP/WELD SUPPLIES	ALBUQUERQUE DIVISION
		126.65	SHOP/WELD SUPPLIES	EQUIPMENT REPAIR & TRANS
159062	MELLOJCJDR	58,981.00	3500 DUALY WITH FLATBED	SOCORRO DIVISION
159063	MOLINA, AMANDA	334.86	A. MOLINA 2026 PUBLIC AFFAIRS & GOV.	COMMUNICATIONS
159064	NAPA AUTO PARTS	33.44	PARTS & REPAIRS	ALBUQUERQUE DIVISION
		96.49	PARTS & REPAIRS	EQUIPMENT REPAIR & TRANS
		482.70	SHOP/WELD SUPPLIES	EQUIPMENT REPAIR & TRANS
159065	NEW MEXICO TRACTOR SALES	1,636.09	PARTS & REPAIRS	BELEN DIVISION
159066	O'REILLY AUTO PARTS	43.47	FLUIDS/FILTERS	EQUIPMENT REPAIR & TRANS
		139.98	PARTS & REPAIRS	EQUIPMENT REPAIR & TRANS
159067	SITES SOUTHWEST LTD. CO.	7,523.00	LOS RANCHOS SITE PLAN	LANDS & CONSERVATION
159068	PNM ELECTRIC SERVICES	104.95	ELECTRICITY	BELEN DIVISION
159069	POWER FORD	149.85	PARTS & REPAIRS	SOCORRO DIVISION
		138.65	PARTS & REPAIRS	WATER DISTRIBUTION DIV
159070	PURCELL TIRE COMPANY	300.71	TIRE REPLACEMENT/REPAIRS	ALBUQUERQUE DIVISION
159071	RELEVANT INDUSTRIAL	487.58	PARTS & REPAIRS	ALBUQUERQUE DIVISION
159072	RELIANCE STEEL CO.	2,378.85	BELEN METAL	INVENTORY
159073	SANDIA PAPER CO.	279.00	OFFICE SUPPLIES	GENERAL OFFICE
159074	SOUTHERN TIRE MART, LLC	693.38	TIRE REPLACEMENT/REPAIRS	ALBUQUERQUE DIVISION
		340.04	TIRE REPLACEMENT/REPAIRS	BELEN DIVISION
		786.19	TIRE REPLACEMENT/REPAIRS	SOCORRO DIVISION
159075	COX AMERICAN CAR CARE	180.90	TIRE REPLACEMENT/REPAIRS	WATER DISTRIBUTION DIV
159076	STAPLES BUSINESS ADVANTAGE	277.74	OFFICE SUPPLIES	GENERAL OFFICE
		8.22	SAFETY SUPPLIES	ALBUQUERQUE DIVISION
		8.22	SAFETY SUPPLIES	BELEN DIVISION
		8.22	SAFETY SUPPLIES	COCHITI DIVISION
		8.22	SAFETY SUPPLIES	SOCORRO DIVISION
159077	TYLER TECHNOLOGIES, INC	2,669.11	TIME & ATTENDANCE IMPLEMENTATION	HUMAN RESOURCES
159078	VERMEER MOUNTIAN WEST, INC	442.18	FLUIDS/FILTERS	ALBUQUERQUE DIVISION
159079	AFSCME COUNCIL 18	2,231.56	UNION DUES	GENERAL FUND
159080	BERNALILLO COUNTY CLERK	25.00	RELEASE OF LIEN	ACCOUNTING
159081	STATE OF NEW MEXICO	1,093.20	PAYROLL GARNISHMENTS	GENERAL FUND
159082	CITY OF ALBUQUERQUE	11,551.94	DENTAL INSURANCE	GENERAL FUND
		216,901.75	HEALTH INSURANCE	GENERAL FUND
159083	IDEAL PLUMBING & HEATING LLC	490.44	A/C MAINTENANCE QUARTERLY	ALBUQUERQUE DIVISION
		326.90	A/C MAINTENANCE QUARTERLY	EQUIPMENT REPAIR & TRANS
		2,525.49	A/C MAINTENANCE QUARTERLY	GENERAL OFFICE
		279.83	BACK FLOW TEST	EQUIPMENT REPAIR & TRANS
		583.24	SERVICE CALL	BELEN DIVISION
159084	INDIANA DEPT. OF CHILD SERVICES	472.00	PAYROLL GARNISHMENTS	GENERAL FUND
159085	NATIONAL AUDUBON SOCIETY, INC.	15,879.67	MOA YR 2 OF 3	GENERAL FUND
159086	RAKS BUILDING SUPPLY	42.99	CONSTRUCTION SUPPLIES	BELEN DIVISION
		16.77	CONSTRUCTION SUPPLIES	SOCORRO DIVISION
		27.99	SAFETY SUPPLIES	BELEN DIVISION
		76.97	SHOP/WELD SUPPLIES	BELEN DIVISION
		14.28	SHOP/WELD SUPPLIES	SOCORRO DIVISION
		106.34	SHOP/WELD TOOLS	BELEN DIVISION
159087	SANDOVAL COUNTY	25.00	RELEASE OF LIEN	ACCOUNTING
159088	SOCORRO ELECTRIC CO-OP	305.11	ELECTRICITY	SOCORRO DIVISION
159089	STATE OF NM TAXATION REVENUE	391.92	PAYROLL GARNISHMENTS	GENERAL FUND
159090	TX CHILD SUPPORT SDU	260.31	PAYROLL GARNISHMENTS	GENERAL FUND
159091	VALENCIA COUNTY CLERK	50.00	RELEASE OF LIEN	ACCOUNTING
159092	4 RIVERS EQUIPMENT, LLC.	115.84	PARTS & REPAIRS	ALBUQUERQUE DIVISION
159093	ACOSTA EQUIPMENT, INC.	78.99	SHOP/WELD SUPPLIES	SOCORRO DIVISION
159094	ADVANCE AUTO PARTS	1,539.12	CLEANER	INVENTORY
159095	ALBUQUERQUE FREIGHTLINER	599.98	PARTS & REPAIRS	BELEN DIVISION
159096	ALL AROUND AUTO, LLC.	42.00	PARTS & REPAIRS	SOCORRO DIVISION
159097	AMAZON CAPITAL SERVICES	2,088.27	IT MGR. LAPTOP & MONITOR	INFORMATION SYSTEMS
		29.44	OFFICE SUPPLIES	SAFETY DEPARTMENT
159098	ADVANCED NETWORK MANAGEMENT	3,928.74	CISCO DUO	INFORMATION SYSTEMS
		14,626.52	CISCO SMARTNET ANNUAL	INFORMATION SYSTEMS
		5,798.32	CLOUDGEN FIREWALL	INFORMATION SYSTEMS
		876.35	DELL POWER SUPPLY	INFORMATION SYSTEMS
		44,137.02	EMAIL PROTECTION	INFORMATION SYSTEMS
		4,801.48	KEEPER PASSWORD SECURITY	INFORMATION SYSTEMS

MIDDLE RIO GRANDE CONSERVANCY DISTRICT
August 10, 2026
Payments for the Period July 01, 2026 through July 31, 2026

Warrant	Vendor Name	Amount	Description	Location
159099	ATMAX EQUIPMENT CO.	1,077.45	ATMAX FILTERS	INVENTORY
		223.24	PARTS & REPAIRS	ALBUQUERQUE DIVISION
159100	AWARDS ETC. LLC	130.00	RETIREMENT PLAQUE	HUMAN RESOURCES
159101	BENAVIDEZ, CAROL	46.48	RETIREE HEALTHCARE	HUMAN RESOURCES
159102	BOOT BARN, INC.	2,302.43	EMPLOYEE BOOTS	BELEN DIVISION
159103	CHOICE STEEL COMPANY	5,533.72	METAL	INVENTORY
		17.52	SHOP/WELD SUPPLIES	ALBUQUERQUE DIVISION
159104	CINTAS CORPORATION	165.00	WATER COOLER RENTAL	BELEN DIVISION
159105	CONSERVANCY OIL COMPANY	2,450.13	DEF	INVENTORY
159106	CRAIG INDEPENDENT TIRE CO.	25.75	TIRE REPLACEMENT/REPAIRS	WATER DISTRIBUTION DIV
159107	CRITTERS OIL CHANGE, LLC.	190.00	FLUIDS/FILTERS	WATER DISTRIBUTION DIV
159108	DESERT GREENS EQUIPMENT	9.18	PARTS & REPAIRS	ALBUQUERQUE DIVISION
159109	DOUBLE H AUTO INC.	132.99	BATTERIES	SOCORRO DIVISION
		526.17	PARTS & REPAIRS	SOCORRO DIVISION
		106.75	SHOP/WELD SUPPLIES	SOCORRO DIVISION
159110	ESRI	349.78	IMAGE ANALYST SUBSCRIPTION	GIS/MAPPING
159111	EXPRESS AUTO GLASS	400.00	PARTS & REPAIRS	BELEN DIVISION
	FANELLI, PAMELA	400.00	PARTS & REPAIRS	BELEN DIVISION
159112	GENSLER, DAVID	579.23	RETIREE HEALTHCARE	HUMAN RESOURCES
159113	GENUINE NAPA AUTO PARTS	297.69	FLUIDS/FILTERS	BELEN DIVISION
		830.88	PARTS & REPAIRS	BELEN DIVISION
		163.59	PARTS & REPAIRS	WATER DISTRIBUTION DIV
		47.98	SHOP/WELD SUPPLIES	BELEN DIVISION
		89.99	SHOP/WELD TOOLS	BELEN DIVISION
159114	GOMEZ, RAY	2,429.39	RETIREE HEALTHCARE	HUMAN RESOURCES
159115	GLOBAL POWER SPORTS, LLC.	277.77	FLUIDS/FILTERS	SOCORRO DIVISION
		498.26	TIRE REPLACEMENT/REPAIRS	SOCORRO DIVISION
159116	HACIENDA HOME CENTERS	642.24	GATES	INVENTORY
		28.07	SAFETY SUPPLIES	ALBUQUERQUE DIVISION
		28.07	SAFETY SUPPLIES	BELEN DIVISION
		28.07	SAFETY SUPPLIES	COCHITI DIVISION
		28.06	SAFETY SUPPLIES	SOCORRO DIVISION
		338.00	SHOP/WELD SUPPLIES	ALBUQUERQUE DIVISION
159117	HEIGHTS SECURITY, INC	144.76	ASSESSMENT DEPT. SAFE RESET	ACCOUNTING
159118	IRON HORSE WELDING LLC	3,704.85	PARTS & REPAIRS	ALBUQUERQUE DIVISION
159119	JEFFY LUBE	100.54	FLUIDS/FILTERS	ALBUQUERQUE DIVISION
		79.01	FLUIDS/FILTERS	EQUIPMENT REPAIR & TRANS
		333.11	FLUIDS/FILTERS	WATER DISTRIBUTION DIV
159120	J.A TIRE ROAD SERVICE	177.77	TIRE REPLACEMENT/REPAIRS	BELEN DIVISION
159121	LEVEL 3 COMMUNICATIONS, LLC	252.62	VOIP/INTERNET	BELEN DIVISION
		3,463.74	VOIP/INTERNET	INFORMATION SYSTEMS
		252.62	VOIP/INTERNET	SOCORRO DIVISION
159122	LUCERO, JOHN	204.00	RODENT MANAGEMENT	BELEN DIVISION
159123	MARQUEZ, DENNIS M	740.03	RETIREE HEALTHCARE	HUMAN RESOURCES
159124	MCT INDUSTRIES, INC.	53.60	PARTS & REPAIRS	SOCORRO DIVISION
159125	MORA, RUBEN	843.20	RETIREE HEALTHCARE	HUMAN RESOURCES
159126	NAPA AUTO PARTS	156.15	PARTS & REPAIRS	ALBUQUERQUE DIVISION
		123.35	SHOP/WELD SUPPLIES	EQUIPMENT REPAIR & TRANS
159127	NED'S PIPE & STEEL	43.99	CONSTRUCTION SUPPLIES	BELEN DIVISION
		82.00	SHOP/WELD SUPPLIES	BELEN DIVISION
159128	NEW MEXICO GAS COMPANY	33.92	NATURAL GAS	ALBUQUERQUE DIVISION
		36.70	NATURAL GAS	EQUIPMENT REPAIR & TRANS
		35.73	NATURAL GAS	GENERAL OFFICE
159129	NEW MEXICO TRACTOR SALES	1,059.97	PARTS & REPAIRS	SOCORRO DIVISION
159130	NUTRIEN AG SOLUTIONS, INC.	3,218.75	HERBICIDE	INVENTORY
159131	O'REILLY AUTO PARTS	94.19	PARTS & REPAIRS	SOCORRO DIVISION
		97.77	SHOP/WELD SUPPLIES	SOCORRO DIVISION
159132	CONCENTRA MEDICAL CENTERS	377.78	PHYSICALS	ALBUQUERQUE DIVISION
		116.24	PHYSICALS	BELEN DIVISION
		261.54	PHYSICALS	LANDS & CONSERVATION
		198.04	PHYSICALS	SOCORRO DIVISION
		95.79	PHYSICALS	WATER DISTRIBUTION DIV
159133	PARTS AUTHORITY, LLC.	1,064.20	BALDWIN FILTERS	INVENTORY
159134	PETROGLYPH CONSULTING, LLC	423.77	ABQ LEVEE PROJECT MANAGEMENT	ALBUQUERQUE DIVISION
159135	PNM ELECTRIC SERVICES	1,579.24	ELECTRICITY	ALBUQUERQUE DIVISION
		274.53	ELECTRICITY	EQUIPMENT REPAIR & TRANS
		2,541.82	ELECTRICITY	GENERAL OFFICE
159136	POLING, JAMES	498.75	RETIREE HEALTHCARE	HUMAN RESOURCES

MIDDLE RIO GRANDE CONSERVANCY DISTRICT
August 10, 2026
Payments for the Period July 01, 2026 through July 31, 2026

Warrant	Vendor Name	Amount	Description	Location
159137	PREVENTIVE PEST CONTROL, LLC.	123.40	PEST CONTROL	EQUIPMENT REPAIR & TRANS
159138	RANDY'S ACE HARDWARE	63.96	CONSTRUCTION SUPPLIES	WATER DISTRIBUTION DIV
		62.15	SHOP/WELD SUPPLIES	SOCORRO DIVISION
159139	REAL TIME SOLUTIONS INC	17,220.00	WEBSITE UPGRADES	GENERAL FUND
159140	ROBERTS TRUCK CENTER	629.40	PARTS & REPAIRS	BELEN DIVISION
		145.68	PARTS & REPAIRS	SOCORRO DIVISION
159141	SAFETY-KLEEN CORP.	504.82	SHOP/WELD SUPPLIES	SOCORRO DIVISION
159142	SOUTHWEST CONSTRUCTION PARTS	156.32	PARTS & REPAIRS	SOCORRO DIVISION
159143	STAPLES BUSINESS ADVANTAGE	121.69	OFFICE SUPPLIES	GENERAL OFFICE
159144	THE PRINTERS PRESS	217.00	WATER SERVICE CHARGE ENVELOPES	GENERAL FUND
159145	THOMPSON SAFETY, LLC.	755.00	MASKS AND HELMETS	INVENTORY
159146	TLC CO., INC.	1,378.27	HVAC SERVICE CALL	BELEN DIVISION
159147	ULINE, INC.	1,554.10	ELECTRIC DRUM PUMPS	BELEN DIVISION
159148	UNIFIRST CORPORATION	49.84	WELDER/MECHANIC UNIFORMS	ALBUQUERQUE DIVISION
		18.22	WELDER/MECHANIC UNIFORMS	COCHITI DIVISION
		46.11	WELDER/MECHANIC UNIFORMS	EQUIPMENT REPAIR & TRANS
		36.52	WELDER/MECHANIC UNIFORMS	SOCORRO DIVISION
159149	WILLIAMS WINDMILL INC	62.50	PARTS & REPAIRS	SOCORRO DIVISION
159150	MCSWEENEY, JUDITH	166.34	RETIREE HEALTHCARE	HUMAN RESOURCES
159151	MRGCD PETTY CASH	66.21	GAS FOR UNIT	BELEN DIVISION
159152	RAKS BUILDING SUPPLY	123.33	HYDROLOGY SUPPLIES	WATER OPERATIONS
		41.98	MISC. PARTS/SUPPLIES	BELEN DIVISION
		249.97	SHOP/WELD TOOLS	BELEN DIVISION
159153	UNUM LIFE INSURANCE	12,279.50	LIFE/DISABILITY INSURANCE	GENERAL FUND
159154	VALENCIA FAIR MANAGEMENT CO INC	1,000.00	VALENCIA COUNTY FAIR SPONSORSHIP	COMMUNICATIONS
159155	4 RIVERS EQUIPMENT, LLC.	51.08	FLUIDS/FILTERS	SOCORRO DIVISION
		3,462.63	JD FILTERS	INVENTORY
		859.60	PARTS & REPAIRS	ALBUQUERQUE DIVISION
		645.95	PARTS & REPAIRS	BELEN DIVISION
		4,475.11	PARTS & REPAIRS	SOCORRO DIVISION
159156	ACTION HOSE, INC.	232.83	PARTS & REPAIRS	ALBUQUERQUE DIVISION
		86.89	PARTS & REPAIRS	BELEN DIVISION
159157	ALBUQUERQUE BOLT & FASTENER	185.00	CONSTRUCTION SUPPLIES	ALBUQUERQUE DIVISION
		57.00	PARTS & REPAIRS	ALBUQUERQUE DIVISION
159158	ALLSTATE HYDRAULICS, INC.	3,130.86	PARTS & REPAIRS	BELEN DIVISION
159159	AMAZON CAPITAL SERVICES	2,349.90	A/C RECOVERY MACHINE	EQUIPMENT REPAIR & TRANS
		1,421.27	BOARD ROOM COMPUTER	INFORMATION SYSTEMS
		149.90	ETHERNET SWITCH	INFORMATION SYSTEMS
		29.00	FILTER HVAC	GENERAL OFFICE
		242.62	HYDROLOGY SUPPLIES	WATER OPERATIONS
		213.14	OFFICE SUPPLIES	GENERAL OFFICE
		124.47	SAFETY SUPPLIES	SAFETY DEPARTMENT
		78.59	SHOP/WELD SUPPLIES	EQUIPMENT REPAIR & TRANS
159160	ADVANCED NETWORK MANAGEMENT	21,327.27	IT. ASSESSMENT	INFORMATION SYSTEMS
159161	ATLAS PUMP CO, INC.	661.89	SAND TRAP CLEANING/PUMPING	EQUIPMENT REPAIR & TRANS
159162	BOOT BARN, INC.	433.47	EMPLOYEE BOOTS	BELEN DIVISION
		254.90	EMPLOYEE BOOTS	RIGHT OF WAY DEPARTMENT
		731.22	EMPLOYEE BOOTS	WATER DISTRIBUTION DIV
159163	BRUCKNER TRUCK SALES	1,288.35	PARTS & REPAIRS	ALBUQUERQUE DIVISION
159164	BUSTED STEM	601.93	TIRE REPLACEMENT/REPAIRS	ALBUQUERQUE DIVISION
159165	CENTURY EQUIPMENT RENTALS	51.28	PARTS & REPAIRS	BELEN DIVISION
159166	CHASE MECHANICAL, LLC.	500.00	AC REPAIR	BELEN DIVISION
		1,564.19	AC REPAIR	GENERAL OFFICE
159167	CITY OF BELEN	3,246.19	WATER/SEWER/REFUSE	BELEN DIVISION
159168	CITY OF SOCORRO	137.78	NATURAL GAS	SOCORRO DIVISION
		251.77	WATER/SEWER/REFUSE	SOCORRO DIVISION
159169	CLARK TRUCK EQUIPMENT	140.00	PARTS & REPAIRS	WATER DISTRIBUTION DIV
159170	CONTINENTAL BATTERY COMPANY	249.09	BATTERIES	ALBUQUERQUE DIVISION
		329.12	BATTERIES	BELEN DIVISION
159171	CRAIG INDEPENDENT TIRE CO.	121.95	TIRE REPLACEMENT/REPAIRS	WATER DISTRIBUTION DIV
159172	CRITTERS OIL CHANGE, LLC.	95.00	FLUIDS/FILTERS	BELEN DIVISION
		190.00	FLUIDS/FILTERS	WATER DISTRIBUTION DIV
159173	D.R.B. ELECTRIC, INC.	1,840.55	CABLE RUN	GENERAL OFFICE
		242.16	REPLACE LIGHT	GENERAL OFFICE
159174	DESERT GREENS EQUIPMENT	192.00	PARTS & REPAIRS	SOCORRO DIVISION
159175	DOUBLE H AUTO INC.	784.30	PARTS & REPAIRS	SOCORRO DIVISION

MIDDLE RIO GRANDE CONSERVANCY DISTRICT
August 10, 2026
Payments for the Period July 01, 2026 through July 31, 2026

Warrant	Vendor Name	Amount	Description	Location
159176	EXPRESS AUTO GLASS	600.00	PARTS & REPAIRS	BELEN DIVISION
		300.00	PARTS & REPAIRS	SAFETY DEPARTMENT
		200.00	PARTS & REPAIRS	SOCORRO DIVISION
		1,900.00	PARTS & REPAIRS	WATER DISTRIBUTION DIV
159177	FIRST CHOICE COFFEE SERVICES	169.95	OFFICE SUPPLIES	GENERAL OFFICE
159178	FLEETPRIDE	990.64	FLEET PRIDE FILTERS	INVENTORY
159179	FRANK'S SUPPLY CO	71.50	SHOP/WELD TOOLS	SOCORRO DIVISION
159180	GALLEGOS, FILEMON	156.00	RODENT MANAGEMENT	BELEN DIVISION
159181	GENUINE NAPA AUTO PARTS	1,243.06	PARTS & REPAIRS	BELEN DIVISION
		65.09	PARTS & REPAIRS	WATER DISTRIBUTION DIV
		91.72	SHOP/WELD SUPPLIES	BELEN DIVISION
159182	GLOBAL POWER SPORTS, LLC.	371.55	FLUIDS/FILTERS	SOCORRO DIVISION
		91.53	TIRE REPLACEMENT/REPAIRS	SOCORRO DIVISION
159183	HIGH DESERT INDUSTRIAL SUPPLY	32.20	SHOP/WELD SUPPLIES	BELEN DIVISION
159184	INLAND KENWORTH INC.	124.40	FLUIDS/FILTERS	EQUIPMENT REPAIR & TRANS
		1,056.59	PARTS & REPAIRS	EQUIPMENT REPAIR & TRANS
159185	JIFFY LUBE	80.09	FLUIDS/FILTERS	ALBUQUERQUE DIVISION
		88.05	FLUIDS/FILTERS	COCHITI DIVISION
		160.18	FLUIDS/FILTERS	WATER DISTRIBUTION DIV
159186	LARRY H. MILLER CASA CHEVROLET	216.56	PARTS & REPAIRS	ALBUQUERQUE DIVISION
159187	PRE-PAID LEGAL SERVICES, INC.	541.65	LEGALSHIELD	GENERAL FUND
159188	LINDE GAS & EQUIPMENT, INC.	273.70	SHOP/WELD SUPPLIES	ALBUQUERQUE DIVISION
159189	MCT INDUSTRIES, INC.	774.04	PARTS & REPAIRS	ALBUQUERQUE DIVISION
159190	NAPA AUTO PARTS	329.64	DRILL DRIVER KIT	SOCORRO DIVISION
		14.94	FLUIDS/FILTERS	ALBUQUERQUE DIVISION
		691.96	IMPACT WRENCH	SOCORRO DIVISION
		329.61	PARTS & REPAIRS	ALBUQUERQUE DIVISION
		202.49	PARTS & REPAIRS	BELEN DIVISION
		20.15	SAFETY SUPPLIES	EQUIPMENT REPAIR & TRANS
		327.00	SHOP/WELD SUPPLIES	BELEN DIVISION
		25.50	SHOP/WELD SUPPLIES	EQUIPMENT REPAIR & TRANS
		57.36	SHOP/WELD TOOLS	EQUIPMENT REPAIR & TRANS
		128.01	SHOP/WELD TOOLS	SOCORRO DIVISION
159191	NED'S PIPE & STEEL	40.00	SHOP/WELD SUPPLIES	BELEN DIVISION
159192	NEW MEXICO GAS COMPANY	35.73	NATURAL GAS	BELEN DIVISION
159193	NEW MEXICO GAS COMPANY	65.86	NATURAL GAS	COCHITI DIVISION
159194	NEW MEXICO TRACTOR SALES	89.87	PARTS & REPAIRS	BELEN DIVISION
159195	NUTRIEN AG SOLUTIONS, INC.	86,940.00	HERBICIDE	INVENTORY
159196	O'REILLY AUTO PARTS	215.76	FLUIDS/FILTERS	BELEN DIVISION
		79.96	PARTS & REPAIRS	SOCORRO DIVISION
159197	OUTLAW METAL FABRICATION	37,104.66	BERNALILLO/VALENCIA GATES	GRANTS FUND
159198	PENA BLANCA WATER & SANITATION	78.54	WATER/SEWER/REFUSE	COCHITI DIVISION
159199	PNM ELECTRIC SERVICES	65.76	ELECTRICITY	ALBUQUERQUE DIVISION
		1,120.04	ELECTRICITY	BELEN DIVISION
159200	POWER EQUIPMENT COMPANY	1,120.10	VOLVO FILTERS	INVENTORY
159201	POWER FORD	2,048.63	PARTS & REPAIRS	BELEN DIVISION
		974.28	PARTS & REPAIRS	WATER DISTRIBUTION DIV
159202	PURCELL TIRE COMPANY	307.81	TIRE REPLACEMENT/REPAIRS	ALBUQUERQUE DIVISION
		740.00	TIRE REPLACEMENT/REPAIRS	SOCORRO DIVISION
		762.18	TIRE REPLACEMENT/REPAIRS	WATER DISTRIBUTION DIV
159203	RAIN FOR RENT	37,634.70	CORRALES PUMPS RENTAL	ALBUQUERQUE DIVISION
159204	RANDY'S ACE HARDWARE	30.72	SHOP/WELD SUPPLIES	SOCORRO DIVISION
159205	ROBERTS TRUCK CENTER	8,697.34	PARTS & REPAIRS	BELEN DIVISION
		234.56	PARTS & REPAIRS	SOCORRO DIVISION
159206	SANDIA PAPER CO.	1,243.19	TOWELS	INVENTORY
159207	SDV CONSTRUCTION, INC.	557.00	REPLACE CEILING	GENERAL OFFICE
159208	SOUTHERN TIRE MART, LLC	1,520.64	TIRE REPLACEMENT/REPAIRS	ALBUQUERQUE DIVISION
		180.90	TIRE REPLACEMENT/REPAIRS	WATER DISTRIBUTION DIV
159209	SPECIALTY COMMUNICATIONS	177.58	MONTHLY RADIO REPEATER SERVICE	WATER OPERATIONS
159210	STAPLES BUSINESS ADVANTAGE	71.52	JANITORIAL SUPPLIES	GENERAL OFFICE
		156.56	OFFICE SUPPLIES	GENERAL OFFICE
159211	STRECH, DOUG	1,245.16	RETIREE HEALTHCARE	HUMAN RESOURCES
159212	T & T TRAILER SERVICES	327.97	PARTS & REPAIRS	BELEN DIVISION
159213	TABET LUMBER	55.98	SHOP/WELD SUPPLIES	BELEN DIVISION
159214	THOMPSON SAFETY, LLC.	900.00	MASKS AND HELMETS	INVENTORY

MIDDLE RIO GRANDE CONSERVANCY DISTRICT
August 10, 2026
Payments for the Period July 01, 2026 through July 31, 2026

Warrant	Vendor Name	Amount	Description	Location
159215	UNIFIRST CORPORATION	49.84	WELDER/MECHANIC UNIFORMS	ALBUQUERQUE DIVISION
		18.22	WELDER/MECHANIC UNIFORMS	COCHITI DIVISION
		46.11	WELDER/MECHANIC UNIFORMS	EQUIPMENT REPAIR & TRANS
		36.52	WELDER/MECHANIC UNIFORMS	SOCORRO DIVISION
159216	UNIFORMS & MORE LLC	252.00	EMPLOYEE SHIRTS	ALBUQUERQUE DIVISION
		162.00	EMPLOYEE SHIRTS	COCHITI DIVISION
159217	VERIZON WIRELESS SERVICES	8,013.41	WIRELESS SERVICE	ALL DEPTS./DIVISIONS
159218	VERMEER MOUNTIAN WEST, INC	77.71	FLUIDS/FILTERS	ALBUQUERQUE DIVISION
		218.12	PARTS & REPAIRS	ALBUQUERQUE DIVISION
		3,110.42	VERMEER FILTERS	INVENTORY
Credit Card Payment				
900086	WELLS FARGO BANK	549.45	A. MOLINA 2026 PUBLIC AFFAIRS & GOV.	COMMUNICATIONS
		2,169.72	DROPBOX ANNUAL RENEWAL	INFORMATION SYSTEMS
		490.00	GFOA 2026 APPLICATION FEE	ACCOUNTING
		2,504.24	MICROPHONES BOARD ROOM	GENERAL OFFICE
		467.07	OFFICE SUPPLIES	GENERAL OFFICE
		63.36	P. FANELLI 2026 GFOA CONFERENCE	EXEC TEAM
		19.54	PARTS & REPAIRS	EQUIPMENT REPAIR & TRANS
		120.00	SAMS CLUB MEMBERSHIP	GENERAL FUND
		155.00	STARLINK INTERNET	BELEN DIVISION
		80.00	STARLINK INTERNET	COCHITI DIVISION
		80.50	STARLINK INTERNET	CONTRACT PAYMENTS
		155.00	STARLINK INTERNET	SOCORRO DIVISION
		1.08	ZENDESK TALK USAGE SUBSCRIPTION	INFORMATION SYSTEMS
		1,196,164.93	TOTAL PAYROLL	
		1,674,331.79	TOTAL CHECKS/EFT - GENERAL FUND	
		176,837.39	TOTAL CHECKS - DEBT SERVICE FUND	
		775,462.95	TOTAL CHECKS - GRANTS FUND	
		19,219.20	TOTAL CHECKS - CAPITAL INV. FUND	
		\$ 3,842,016.26	GRAND TOTAL	
Pamela S. Fanelli, CMA, CGFM Secretary-Treasurer/CFO John P. Kelly, Chairman MRGCD Board of Directors				

**MINUTES OF THE
2,237th REGULAR MEETING OF THE
BOARD OF DIRECTORS OF THE
MIDDLE RIO GRANDE CONSERVANCY DISTRICT**

JULY 13, 2026

Directors having been duly notified; Director Russo Baca called the regular meeting to order. The following Directors and Staff were present:

DIRECTORS

John P. Kelly, Chair	Absent
Colin T. Baugh, Vice Chair	Present
Brian Jiron, Director	Present
Stephanie Russo Baca, Director	Present
J. Chris Lopez, Director	Present
Micheal T. Sandoval, Director	Present
Karen Dunning, Director	Present

STAFF

Jason Casuga	Chief Engineer/CEO
Lorna Wiggins	General Counsel
Jeff Wechsler	Chief Water Counsel
Pamela Fanelli	Secretary-Treasurer/CFO
Alicia Lopez	Director of Technical Services
Christine Nardi	Director of Human Services
Amanda Molina	Director of Communications
Casey Ish	Director of Lands & Conservation

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

Anne Marken, MRGCD	Vincent Sanchez	Shellie Wright
Matt Martinez, MRGCD	DeAnna Philips	Jimmy Beal
Patrick Taber, BIA	Santiago Maestas, SVRAA	Chris Sichler
Ondrea Hummel, TT	Daniel Aguirre, W&C	John Thompson, MRGCD
Vincent Sanchez, LR	Jorge Garcia, CESOSS	

AGENDA ITEM NO. 1 – PLEDGE OF ALLEGIANCE

DeAnna Philips led the Pledge of Allegiance at today's meeting.

Chairman Kelly was absent from today's meeting. Director Russo Baca chaired today's meeting and declared a quorum. The meeting was publicly noticed. This meeting was a hybrid meeting with Vice Chairman Baugh attending virtually. Rollcall votes will be necessary for regular motions.

Mr. Casuga led a moment of silence for Raydell Latoma.



AGENDA ITEM NO.2 - APPROVAL OF THE AGENDA .

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

AGENDA ITEM NO. 3 - CONSENT AGENDA

- a. **Consideration/Approval of Payment Ratification – June 2026**
- b. **Consideration/Approval of June 2026 Invoices for Wiggins, Williams & Wesenberg, PC**
- c. **Consideration/Approval of June 2026 Invoices for Spencer Fane LLP**
- d. **Consideration/Approval for the Special Board Meeting - June 8, 2026**
- e. **Consideration/Approval of the Minutes for the Regular Board Meeting – June 8, 2026**
- f. **Memo on CEO Approval of Pumping Fee Amendment (For Informational Purposes Only)**
- g. **Memo on MRGCD Approved Licenses for May 2026 (For Informational Purposes Only)**

Mr. Casuga explained the pumping fee amendment they made to try and conserve as much water as possible.

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

AGENDA ITEM NO. 4 - REPORT(S) FROM THE WATER OPERATIONS

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

Ms. Marken gave a report on water supply conditions. She shared the Middle Rio Grande has experienced a significant 95 miles dry river length, as the average annual dry length has been 37 river miles. She stated there have been a few rain events over the past month, but they did not produce enough to improve water supply, and there is only 9 CFS crossing the Colorado-New Mexico state line on the main stem of the Rio Grande. She added there is only 16 CFS flowing at the Rio Chama and 280 CFS at the Otowi Gage, which is the lowest ever been recorded at this site at this point in the year, and there is a 500 CFS gap between what they need to meet irrigation demand and what is available. She expressed the amount of native Rio Grande water being produced by the basin is not sufficient to meet the needs of the Six Middle Rio Grande Pueblos, which has caused non-tribal use upstream of Isleta Pueblo to be curtailed, and BOR is releasing P&P water from storage. She noted that will remain curtailed until rain inflows increase available supply in locations that can benefit those lands. She said the landscape is very dry, which is going to limit the amount of runoff any rain events can produce. She stated the forecast for this week calls for temperatures in the 80s and some chances for rain, so they are getting prepared for potential rain inflow; however, the seasonal outlook continues to show elevated chances of above average temperatures and equal chances for above or below average precipitation. She shared MRGCD received authorization to move forward with the pilot Low Flow Conveyance Channel monsoon operation, which will allow them to divert up to 200 CFS from monsoon events into the Low Flow Conveyance Channel at the San Acacia intake gates

to try and help improve Compact deliveries during monsoon season. She thanked those involved in getting the necessary compliance work done in time for monsoon season.

See also Appendix I.

Mr. Casuga thanked staff, Mr. Ish, and Ms. Marken, and all that participated in the work, the State of New Mexico, who took responsibility of paying for it and working through the EA process, and BOR for moving as diligently as they could. He said it is an important step for the state and MRGCD to show the value of trying to move water all 12 months of the year and the partnership should be celebrated.

b. Report on Water Distribution - Matt Martinez, Irrigation Distribution Manager

Mr. Martinez gave the report on water distribution. He expressed the first half of the season was full of historically low spring runoff, limited water supply, and prolonged P&P operations. He said these conditions have severely limited irrigation opportunities and left many non-Pueblo properties in significant stress. He recapped the last six weeks, which have included operating prior and paramount restrictions 31 of the last 42 days. He expressed there were two brief opportunities during the last six weeks that allowed meaningful irrigation deliveries, but they were still not enough to reach all the irrigations needing water. He said they continue to work with BIA and Pueblo representatives to honor the senior water rights of the Pueblos. He shared, based on reports, flow data, and communication with Pueblo staff and water users, there has been significant supply to meet priority water rights thanks to P&P releases, and MRGCD defers to BIA regarding P&P releases and distribution of deliveries for the Six Middle Rio Grande Pueblos. He voiced that high temperatures have increased water demand and system depletions and prolonged P&P operations created understandable frustration among Non-Pueblo irrigators. He said they track each area's irrigation status throughout the season, which allows them to respond immediately. He added meaningful monsoon runoff is the best opportunity to improve irrigation conditions, and he asked that irrigators remain prepared to take deliveries in short notice for when water is available. He expressed that they understand the hardship these conditions have taken on irrigators and they appreciate their continued patience and understanding, and hopefully they will get some relief in the second half of the season. He recognized the passing of Raydell Latoma, who dedicated over a year of service to the MRGCD, who will be greatly missed, and whose contributions to the District will not be forgotten.

Director Jiron commented since the last board meeting, the Peralta Main has been low, but when farmers needed the water, they were filling the ditch up quite fast. He thanked them for that. He added they were also able to get water in the canal a few times and it has been working fine. He noted he heard from some constituents off the Big Chical that the ISOs are doing the best they can to get them water, and he was happy to hear that.

Mr. Martinez responded they appreciate the coordination and communication from the Pueblo so they can make those adjustments and get water where needed.

Mr. Casuga added he has gotten more questions this year than ever about P&P operations from non-tribal members and reemphasized the MRGCD recognizes the senior water rights of the Six Middle Rio Grande Pueblos and are in partnership with BIA. He said the system was designed to make sure they continue delivering water until there is no water available and that the Six Middle Rio Grande Pueblos would be the last users of the water on the Rio Grande in extreme drought. He noted the system they

have today that is interconnected at four diversions would not exist without the Pueblos consenting to easements and they have their own diversions. He expressed to the public that they do see the struggle, but MRGCD is fulfilling their commitment in partnership with BIA that they made a long time ago so they could enjoy the system they have today.

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

Santiago Maestas

Mr. Maestas, with the South Valley Regional Association of Acequias, followed up on the comments he made at the last meeting. He thanked them for their transparency with the minutes and comments made by the public. He announced the Pueblo joined their protest on the water transfer from the Indian Lateral, and they were able to access the Office of the State Engineer's water rights summary pages in regard to where the water rights were used on the pecan farm. He explained it was based on a permit, not pre-1907 water rights, and the total acreage is 837 and the total diversion is 1,149 acre feet per year. He added it was a supplemental well permit issued to the properties in 1964, and 68 acre feet are the pre-1907 water rights of the pecan farm. He interprets that as it being MRGDCD water that was used to divert from the Belen Highline Canal to these properties when there was water, but he has been using the permit to pump water from the shallow aquifer for the last several years. He expressed that is unfair and they are disappointed that the District did not join the protest, but felt it should be investigated.

See also Appendix II.

Shellie Wright

Ms. Wright shared she has a property in Bosque Farms and is protesting any future annual charges for water services. She stated the last time her property was irrigated was in May 2022, when her father passed, whose property was adjacent to hers. She said when they sold the property, the new owners refused to let water cross the property for her to irrigate hers and still refuses to this day, so she asks MRGCD to assess that property to confirm the ditch actually ends on her property, so they can stop any future billing of water rights to her place.

See also Appendix III.

Mr. Casuga responded their Lands & Conservation team could help with that.

Vincent Sanchez

Mr. Sanchez addressed MRGCD as a fellow steward of acequias and informed them of a significant change that would directly affect operations. He explained the current Village of Los Ranchos Zoning Director recommended to the Commission that all private or MRGCD controlled acequias have the 25 foot setback rule eliminated in favor of 15 for all structures abutting acequias, which will increase the encroachment of structures onto acequia setbacks by 60%. He expressed that important clarity was lacking on where the measurement will be taken from. He asked if there were any engineered recommendations for structures and their proximity to earthen acequias, and he hoped MRGCD had an opinion on this, as MRGCD's access at a minimum of 60% per side reduction of working space would negatively affect the ability to do state required duties. The amendment was made available last week and will be voted on tomorrow.

Director Russo Baca voiced that she received his e-mail and sent it to staff for review.

Mr. Casuga added they will have staff in the audience tomorrow night and will probably provide a comment stating they would not like to see that change happen until they are directly coordinated with. He expressed he did not know why they were doing that, and said their setback area cannot be within MRGCD lands, as the setback actually resides on the private property, not MRGCD's. He added MRGCD puts machinery in, and any setback that shrinks down the ability to turn that machinery could impact their ability to do certain maintenance.

Jorge Garcia

Mr. Garcia, Director of CESOSS, presented on major initiatives they are going to be working on in the coming year, which include community water stewardship and a signed petition to request a moratorium on water transfer to be able to offset some of their crazy suggestions, Valle Vista open classroom, Atrisco Memorial Project with a mural across from the Rio Grande and signage for Atrisco Memorial, and the Atrisco Acequia Madre.

See also Appendix IV.

Director Russo Baca voiced she will talk to Chair Kelly about putting a report on the agenda.

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

a. Bureau of Reclamation - John Irizarry-Nazario, Deputy Area Manager

Not present at today's meeting.

See also Appendix V.

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

Mr. Taber presented for the Bureau of Indian Affairs. He first thanked the Board for the recognition and moment of silence for Mr. Latoma. He pointed out of the P&P releases they saw on Ms. Marken's graph, approximately two-thirds is stored water, so 190 CFS per day of the 280 at Otowi is released P&P water. He said he is working with the Pueblos and Mr. Martinez on making sure they are getting the distribution ironed out as well as they can. He noted there were reports of some upstream users trying to take some of the Pueblo's water. He stated they have been working on trying to isolate points of contact to make it easier to work through coordination efforts. He added offseason projects are coming up, and he will need to work with the District on prioritizing those they normally request through the work request system. He shared there have been normal maintenance issues there have already been requests for coordination on.

Mr. Jiron extended his appreciation for the work Mr. Taber has done with the District and for coming down to the Pueblo to look at the problems they are experiencing.

Director Russo Baca asked about the current amount released and stored for P&P.

Mr. Taber answered approximately 10,000 acre feet has been released and around 16,000-17,000 acre feet remaining.

Mr. Casuga asked to encourage the Pueblos to put O&M in. He said offseason O&M actions do not necessarily have to wait until the offseason, especially if requiring advanced engineering. He said the sooner they let them know, the sooner they can get started on it.

AGENDA ITEM NO. 7 - REPORT(S) FROM THE DIRECTOR OF HUMAN RESOURCES-
Christine L. Nardi, MBA

a. Introduction of MRGCD New Hires

Ms. Nardi introduced the new hires and job changes, which consist of a new Assessment and Collections Lead in the General Office, a promotion to Medium Equipment Operator and two new Field Maintenance Technicians in the Cochiti Division, a transfer to Medium Equipment Operator and a new Field Maintenance Technician in the Albuquerque Division, promotion to Heavy Equipment Operator and a transfer from in the Belen Division, and a returnee as Right-of-Way Specialist in the Socorro Division.

b. Recognition of Retiring Employee - Estella Gamboa, Assessment & Collections Supervisor

Ms. Nardi recognized Estella Gamboa, as she is retiring on July 24th, presented her with a plaque and other gifts, and thanked her for her service to the MRGCD. She thanked her for everything she has done for the District.

Ms. Gamboa thanked everyone for their hard work, being there for her during the tough times, and for giving her the opportunity to end her career there.

DeAnna Philips expressed her appreciation and thanks to Ms. Gamboa as well.

The Board members congratulated Ms. Gamboa on her retirement and thanked her for the professionalism she brought to the MRGCD.



AGENDA ITEM NO. 8 - REPORT(S) FROM THE CHIEF PROCUREMENT OFFICER - Richard DeLoia

a. Consideration/Approval for MRGCD's Habitat Conservation Plan

Mr. DeLoia presented on the approval for the MRGCD Habitat Conservation Plan RFP. He stated the request for proposals was advertised on February 13th, 18th, and 24th, and nine were received by the deadline. He added the MRGCD Evaluation Committee recommends award to Tetra Tech in the amount of \$1,487,599.21.

Director Dunning asked if they were expecting it to be that much money. She also wanted to abstain from the vote, as her daughter works for Tetra Tech in another state, and wanted to avoid any conflict of interest.

Mr. DeLoia answered yes, it will take a few years to get through.

Ondrea Hummel, Tetra Tech Manager with the Albuquerque Office introduced herself and she looked forward to working with the MRGCD through this process.

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

Director Russo Baca	Yes	Vice Chair Baugh	Yes
Director Lopez	Yes	Director Jiron	Yes
Director Sandoval	Yes		

AGENDA ITEM NO. 9 - REPORT(S) FROM THE DIRECTOR OF LANDS & CONSERVATION

- Casey Ish

a. Consideration/Approval of Memorandum of Agreement between MRGCD and National Academy of Sciences, Engineering, and Medicine for the Upper Rio Grande Basin Federal Reservoir Operations Study

Mr. Ish stated a few years ago there was a Water Resources Development Act activity for the Corps of Engineers to review and study how to optimize federal reservoirs within the Rio Grande Basin, and that has now been funded and is ready to move forward. He said there is local cost share and several other entities that are looking to partner on getting this study done. He explained this is the agreement between MRGCD and that National Academy of Sciences (NAS) for that work. He noted NAS prides themselves on independence of their research and this will help inform some subsequent changes to potential authorizations if they find there are things MRGCD can be doing better with their reservoirs. He looked forward to working with NAS, Reclamation, Utility Authority, and possibly Sante Fe on this.

Director Russo Baca made the **MOTION TO APPROVE THE MOA BETWEEN MRGCD AND NATIONAL ACADEMY OF SCIENCES, ENGINEERING, AND MEDICINE FOR THE UPPER RIO GRANDE BASIN FEDERAL RESERVOIR OPERATIONS STUDY.** Seconded by Director Dunning. Rollcall vote was administered with all members voting yes. The **MOTION CARRIED.**

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

b. Consideration/Approval of DRAFT Resolution Concerning Water Rights Acquisition Policy

Mr. Ish stated this is a follow-up on a discussion the Board had at the last board meeting on the draft resolution, where staff brought about a policy where the District may begin acquiring water rights for various reasons. He said they had a thorough discussion and he entertained any additional topics today in terms of the policy.

Mr. Casuga noted they discussed the draft resolution at the last meeting, with the intention to bring it back for consideration/approval, but he seceded to legal counsel on that.

Ms. Wiggins responded that anything listed on the agenda is subject to action even if it was listed as draft instead of consideration/approval on the agenda.

Director Dunning commented everything was covered very thoroughly in the draft resolution.

Director Dunning made the **MOTION TO APPROVE THE RESOLUTION CONCERNING WATER RIGHTS ACQUISITION POLICY**. Seconded by Director Lopez. Rollcall vote was administered with all members voting yes. The **MOTION CARRIED**.

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

c. Report on the Urban Issues Advisory Committee Inaugural Meeting, June 15, 2026 - Casey Ish, Director of Lands & Conservation, Amanda Molina, Director of Communications, Vice Chair Baugh, Directors Dunning and Russo Baca

Director Russo Baca expressed she did a written report on this.

See also Appendix IX.

Mr. Ish explained this was the first meeting with the newly formed group, and they had a good initial discussion even though there was not full attendance. He listed the top five issues the group was interested and engaged in trying to address, which was land use planning, access policies, education and outreach, wildfire and vegetation management, and declining Cottonwood and native tree canopy, and legislative matters.

AGENDA NO. 10 - REPORT(S) FROM THE DIRECTOR OF TECHNICAL SERVICES - Alicia Lopez, PE

a. Update on Corrales Siphon

Ms. Lopez shared what they can expect from her in the next few months back, including gathering lots of information, understanding where they are in their maintenance and engineering program, and defining a starting point to improve where they can do better. She said that along with her team, they will start defining key performance indicators and define how the metrics and success align with their long-term vision.

She gave an update on the Corrales Siphon. She stated the Corrales site contract was executed in September, Compass started obtaining permits, and in December they were allowed to mobilize based on the final agreement with Sandia Pueblo. In March, they had the issues with the auger getting stuck as they began drilling operations, and DH Underground attempted to install the first step of the horizontal directional drill on the conductor casing, but they could not remove the casing or auger, which remains in place. She said they decided to install a second casing slightly to the west of the existing alignment and that was successful and completed in May. She added prep for the HGD operation has restarted and there is a plan forward. She expressed the project received a \$7 million Water Trust Board Grant, with an expiration date of December 31, 2026, which they are working diligently to get done. She noted there are approved and unapproved change orders associated with this work, but Wilson & Company, MRGCD, and the owner are working to identify a logical distribution of overages.

See also Appendix VI.

Dan Aguirre, with Wilson & Company, gave the Board a schedule on how they plan to proceed forward. He gave Compass credit for going out of their way to get a second subcontractor, because Global was not going to be able to get on site very quickly. He stated NPL is going to do the initial pilot holes and reaming to get the bore to the 60-inch size they need, which they plan to start next week. He said they hoped to get the final drilling plan tomorrow so they can start drilling next week, and the pad has been getting built in the last week to get that machine set up. He explained the process of inserting the centralizer casing, and then they will pull the pipe through. He noted the whole process and cleanup should be done by mid-September. After that, they have the weir to put in and the head wall and riprap that goes in, which they have been talking to the contractor about doing concurrently. He added they are also looking at if there is a way to bypass the weir structure and get that built right away, but right now the contractor is on schedule to be done by Thanksgiving.

Director Dunning asked if there was a possibility for a second extension or if it had to be done by that time. She thanked them for trying their best to meet the deadline.

Mr. Aguirre answered they are going to make it happen as best they can.

Director Russo Baca appreciated their diligence of saying they will make it happen.

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

a. Review of End of Fiscal Year 2026 and Fourth Quarter Financials

Ms. Fanelli presented on the Fiscal Year 2026 unaudited financial report. She reported the District finished the year very strong and is well positioned to begin Fiscal Year 27. In the General Fund, they adopted a balanced budget originally, but during the year, they adopted some budget adjustments totaling a \$2.7 million impact on the budget. She said the total revenues for Fiscal Year 2026 year-to-date is \$33,626,000, ad valorem revenues represent 77% of total revenues, General Fund revenues are expected to exceed budgeted revenues, General Fund expenditures total \$32,760,000, and salaries and fringes making up the largest portion of the expenditures. She noted they are expecting to see a surplus in the General Fund. For the Grant Fund, actual grant revenue totaled \$21.8 million during the fiscal year. Approximately \$8 million of the

budgeted grant funded projects will not occur in fiscal year 2026 and will be re-budgeting in Fiscal Year 27. She expressed they are going to rebudget a portion of the Socorro Lining Project again in Fiscal Year 27. Since NFWF grant had a delay in signing the contracts, they are rebudgeting in Fiscal Year 27. She shared the Capital Investment Fund generated revenues above budgeted and revenues that came from ad valorem, but they continue funding equipment purchases, infrastructure improvements, temporary Corrales Siphon pumping operations, and transfers from the Capital Investment Fund went to the Debt Service Fund and Grant Fund for grant match. The Debt Service Fund remained healthy and scheduled debt payments were made on time. She expressed that Fiscal Year 26 was a financially successful year overall.

See also Appendix VII.

Director Dunning thought they were going to do a cost benefit analysis for utilities cost to see if it was worthwhile to get solar in this building and the Division offices.

Ms. Fanelli answered that has not been done yet, but they plan to. She noted that would go into their Capital expenditures, which will reduce General Fund expenditures.

Director Dunning asked if they were still running electricity to the Corrales pumps since there is no water to pump.

Mr. Casuga responded yes, there is lighting out there, but the bill should be significantly lower.

Director Russo Baca requested seeing the ad valorem by county on the pie chart.

b. Report on Audit Entrance Conference, July 13, 2026 - Pamela Fanelli, Secretary-Treasurer/CFO and Director Russo Baca

Director Russo Baca reminded the Board to answer any calls from CRI.

Ms. Fanelli gave the report on the Audit Entrance Conference, where they went over what everyone's responsibilities are during the audit and any areas of concern they had. She said they project the audit be completed by November 30, 2026.

c. Consideration/Approval of Resolution BA-07-13-26-116 Fiscal Year 2026 Fourth Quarter Unaudited Financial Report and Cash Balance Review as of July 1, 2026

Director Dunning made the **MOTION TO APPROVE RESOLUTION BA-07-13-26-116 FISCAL YEAR 2026 FOURTH QUARTER UNAUDITED FINANCIAL REPORT AND CASH BALANCE REVIEW AS OF JULY1, 2026**. Seconded by Director Sandoval. Rollcall vote was administered with all members voting yes. The **MOTION CARRIED**.

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

d. Consideration/Approval of the Travel Policy to reflect changes to State Statutes 10-8-1- to 10-8-8 NMSA 1978

Ms. Fanelli stated that State Statute 10-8, 1 through 8, changed the Travel Policy, so they are asking for approval of the new Travel Policy, but it will change the per diem and mileage rates for board members.

Director Dunning commented that in the statute, it sounds like they could make their own rules in some instances, but it was hard to figure out where they would have the authority to make their own rules.

Mr. Casuga responded right now the resolution just brings them in line with what the state is doing and there is a conversation to be had with counsel if they do or do not fall within the state purview.

Ms. Wiggins reviewed it and made some language suggestions that were incorporated in regard to emphasizing expenses that are incurred have to be consistent with the employees' duties, course and scope of employment, and duties as elected officials of public officers. She added if there are any questions about if something is appropriate to seek reimbursement for, they should be asked beforehand.

Director Dunning made the **MOTION TO APPROVE THE NEW TRAVEL POLICY**.
Seconded by Director Lopez. Rollcall vote was administered with all members voting yes. The **MOTION CARRIED**.

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

AGENDA ITEM NO. 12 - REPORT(S) FROM THE DIRECTOR OF COMMUNICATIONS - Amanda Molina

a. Introduction of Redesigned MRGCD Website

Ms. Molina shared Ms. Gamboa will be missed. She presented on the new redesigned website. She said they took feedback from constituents on things they could fix on the website, and she discussed all the updates and changes made, including a place to see updates and the MRGCD news form. She added they put a note on Facebook saying if anyone sees something missing or they do not like, to contact them. She said this was a team effort.

Director Dunning asked if there is a policy to determine what to put on the website.

Mr. Casuga answered they do not have a set policy for that, but as the CEO, he wanted the context to be what MRGCD is doing and not things that are not going to impact them. He said they believe their website should be reserved for things contextual to MRGCD and the things they do and let others do their own advertising and tell their own stories.

b. Update of Community Events

Ms. Molina shared she has gotten a lot of invites from the community for MRGCD to be at the events since her time there, and many board members and staff attend those. She showed some photos from the Socorro Truck Event.

Mr. Lopez was there with his grandkids and thought it was a really nice event and said the kids enjoyed the equipment.

See also Appendix VIII.

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

a. Report on MRGCD's Valencia County Community & Farmers Informational Meeting, June 18, 2026 - Jason M. Casuga, Chief Engineer/CEO, Chairman Kelly, Directors Dunning, Sandoval, Jiron, Lopez and Russo Baca

Mr. Casuga reported on the Valencia County Community and Socorro County Community & Farmers Informational Meetings. He appreciated the community coming and engaging with them and the emotions they bring in, their thoughtful and composed questions. He shared some of the new things they are looking at doing, including producing material available to the public to be informed on bigger items they are going to talk about and a direct ask portion. He said they heard from constituents on hydrology, no hope to store water because of the Compact debt, and getting themselves in better position to manage water and the future. He expressed New Mexico is now in a position to control their own destiny more. He talked about there being a need and value to have at least three board members be able to see some of those materials. He expressed that among the Executive Team, they had a conversation about the product they can produce and being able to take questions from the community and coming up with a podcast element, where they get together and have those questions posted to staff and recorded and give the community access to it. He felt the next logical step is to make it where people can readily access those questions.

Director Dunning suggested they could ask questions on the chat and then answer those questions on the chat, and it would still be recorded so anybody could listen to it later like they did with the Water Advocates did with their Zoom Meeting on conservation.

Mr. Casuga responded they were happy to do that, but will not be creating a new public meeting to people to attend. He added they were likely going to do a studio recording, which will produce into a transcript. He said every time they get something unique they have not covered, that would be a good opportunity to update that.

Director Russo Baca delegated it to the Irrigation Committee to be the committee reviewing those materials before publishing.

b. Report on MRGCD's Socorro County Community & Farmers Informational Meeting, June 24, 2026 - Jason M. Casuga, Chief Engineer/CEO, Chairman Kelly, Vice Chair Baugh, Directors Dunning, Sandoval, Lopez and Russo Baca

See above report for 13a.

c. Report on Legislative Committee Meeting, June 29, 2026 - Jason M. Casuga, Chief Engineer/CEO, John Thompson, MRGCD Lobbyist, Vice Chair Baugh, Directors Dunning and Russo Baca

Mr. Thompson stated the Legislative Committee discussed election results, what things may look like from a composition standpoint, and strategizing for future sessions relative to ongoing efforts for Bosque funding. He wanted to have at least one meeting in the fall

and one more before the January session. He noted they are having a Water and Natural Resources Committee Meeting in Socorro on August 31st, that will be fairly water centric, and he expected a healthy and robust agenda.

Mr. Casuga added they talked some about the materials they will get together and how to use them at the Interim Committee of Water and Natural Resources Committee. He noted they want the State of New Mexico to look at the title transfer of the Low Flow and begin making a business case to the legislative body that it is the right things for the state to be doing. He expressed they came out of the community meetings convinced it should not be MRGCD doing all the work on the Low Flow and the state should jump in and get that lower piece and let MRGCD act as their agent.

Mr. Thompson added he would send the agenda as soon as it is available.

d. Report on 6-Middle Rio Grande Pueblos Coalition Meeting, July 2, 2026 - Jason M. Casuga, Chief Engineer/CEO and Director Russo Baca

Mr. Casuga reported it was a short meeting for the Coalition on MRGCD's part. He said he reintroduced Alicia to the Coalition and thanked them for their moment of silence for Mr. Loma. He shared that Mr. Ish announced the Habitat Conservation Plan and MRGCD will try to get feedback from individual pueblos or the Coalition as a whole.

e. Information on Upcoming Events:

1. Pueblo of Isleta's Environmental Fair, July 25, 2026: Isleta Rec Center
2. Los Lunas Agricultural Science Center & USDA Plant Materials Center's Field Day, August 13, 2026: Los Lunas
3. CESOSS' 2026 Acequia Walk & Talks Series
 - a. August 22, 2026 - Los Padilla Acequia
 - b. September 5, 2026 - Armijo: Sanchez Farm Open Space
 - c. October 24, 2026 - Pajarito: Durand Open Space
4. Coalition of Rio Grande Water Users Annual Conference, September 16-18, 2026: Tamaya Resort, Pueblo of Santa Ana
5. Tribal Water Law Annual Conference, September 28-29, 2026: Santa Fe, NM
6. New Mexico Water Law Annual Conference, October 8-9, 2026: Santa Fe, NM

Mr. Casuga discussed the upcoming events.

AGENDA ITEM NO. 14 - REPORT(S) FROM THE MRGCD ATTORNEY(S) - Chief Water Counsel or General Counsel

Counsel did not have any reports for regular session.

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

- a. Report on Corrales Farmers Co-Op Meeting, June 9, 2026 - Director Russo Baca
- b. Report on the VCSWCD Conservation Camp, June 10, 2026 - Director Russo Baca
- c. Report on Next Generation Water Summit, June 11-12, 2026 - Director Russo Baca
- d. Report on CESOSS' 2026 Acequia Walk and Talk Acequia Madre Headwaters, June 13, 2026 - Director Russo Baca
- e. Report on NM Water Trust Exploratory Committee Meeting, June 30, 2026 - Director Russo Baca

- 616 f. **Report on MRGCD Field Visit to Sevilleta National Wildlife Refuge, July 1, 2026 -**
 617 **Vice Chair Baugh, Director Lopez and Russo Baca**
 618 g. **Report on CESOSS' 2026 Acequia Walk and Talk Arenal Acequia, July 11, 2026 -**
 619 **Director Russo Baca**

620 Mr. Lopez expressed farmers in Socorro liked having the meetings and getting answers.

621
 622 Director Russo Baca was impressed they used Mentimeter, with the interactive question
 623 and answer, and that Socorro was on it. He said a gentlemen made the comment it was
 624 the most helpful thing to be able to look at the presentation after.

625
 626 There were written reports provided for each report.

627
 628 *See also Appendix IX.*

629
 630 Director Dunning made the **MOTION TO APPROVE THE REPORTS FROM THE**
 631 **BOARD.** Seconded by Director Jiron. Rollcall vote was administered with all members voting
 632 yes. The **MOTION CARRIED.**
 633
 634

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

635
 636 Director Sandoval made the **MOTION TO GO INTO EXECUTIVE SESSION AT 5:16**
 637 **PM.** Seconded by Director Dunning. Rollcall vote was administered with all members voting yes.
 638 The **MOTION CARRIED.**
 639

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

640 **AGENDA ITEM NO. 14 EXECUTIVE SESSION**

- 641 a. **NMSA 1978 Open Meetings Act, Section 10-15-1(H)2**
 642 1. **Limited Personnel Matters**
 643
 644 b. **NMSA 1978 Open Meetings Act, Section 10-15-1(H)7**
 645 1. **Threatened or Pending Litigation**
 646

647 Director Russo Baca made the **MOTION TO GO BACK INTO REGULAR SESSION AT**
 648 **6:01 PM.** Seconded by Director Jiron. Rollcall vote was administered with all members voting
 649 yes. The **MOTION CARRIED.**
 650

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

651
 652 Director Russo Baca noted Vice Chair Baugh was no longer in the meeting. She also shared that
 653 no decisions were made in Executive Session.
 654

655 With no further comments, questions, or concerns, Director Russo Baca adjourned the meeting
656 at 6:02 pm.

657
658 Approved to be the correct Minutes of the Board of Directors of July 13, 2026.

659
660
661 **ATTESTED:**

662
663
664 _____
665 Pamela Fanelli, CMA, CGFM
Secretary-Treasurer/CFO

John P. Kelly, Chairman
MRGCD Board of Directors

Water Supply Update

Middle Rio Grande Conservancy District Board of Directors Meeting

Prepared and Presented by: Anne Marken

Date: 7/13/2026



USGS Rio Grande At Otowi Gage Location



USGS Otowi Discharge vs. MRGCD Agricultural and Conveyance Demand

April 1 - July 12, 2026



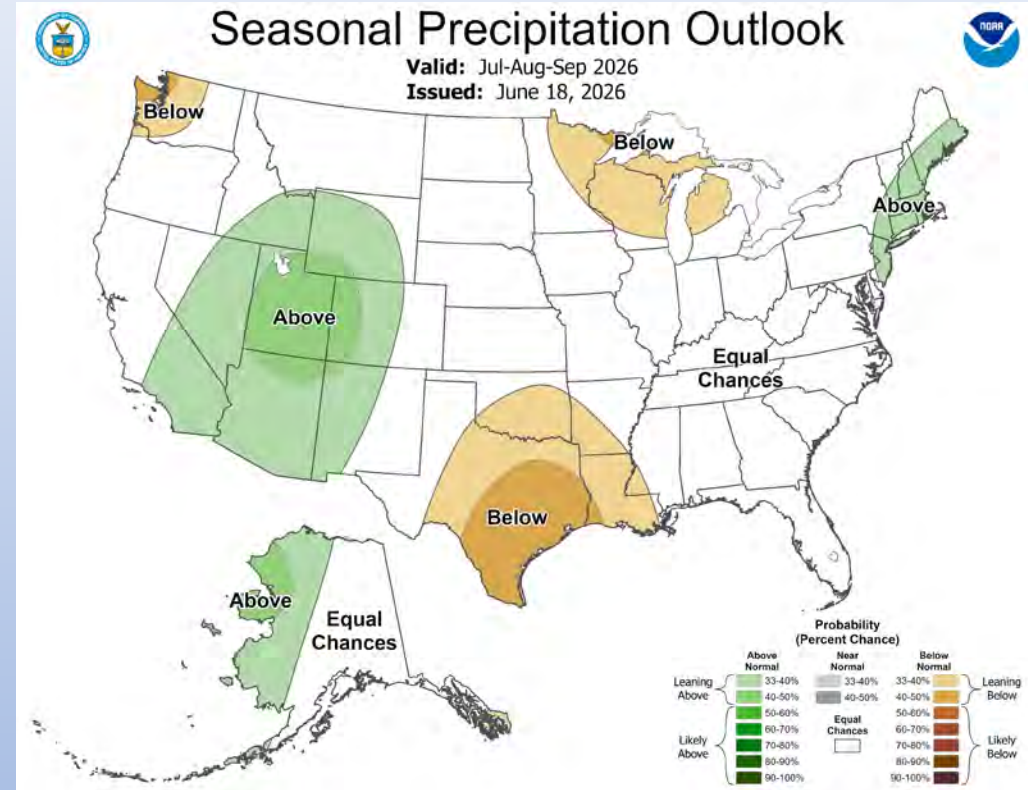
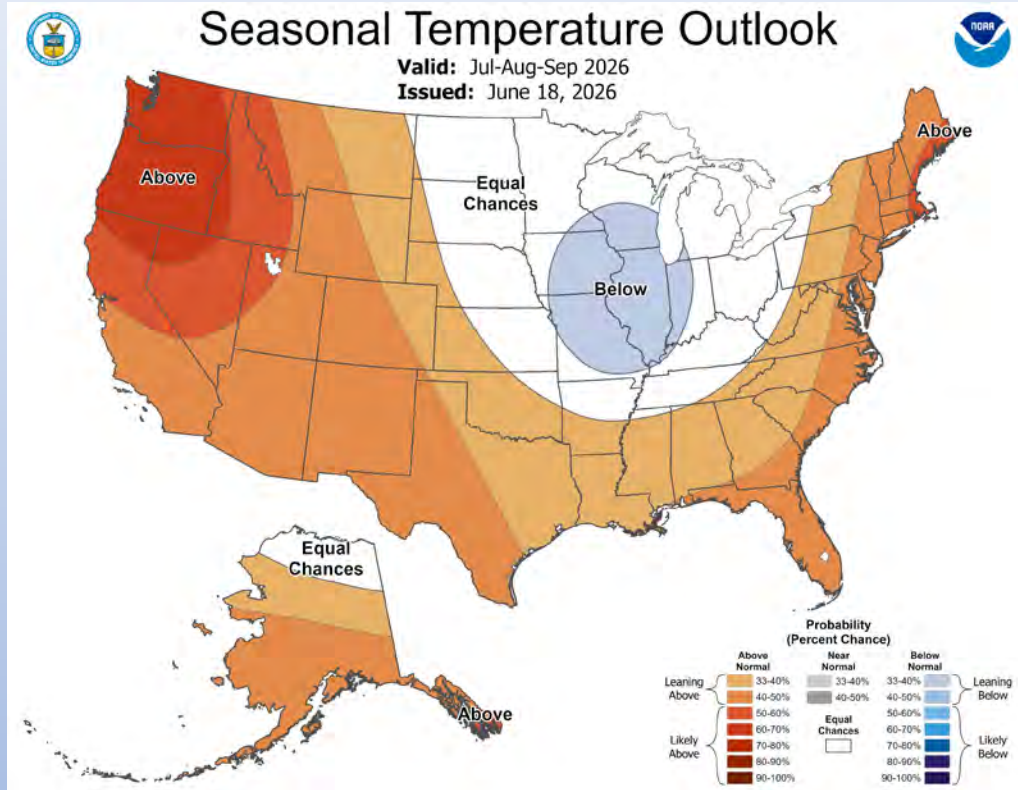
7-Day NWS Forecast

 Location	Maximum Temperature							Probability of Precipitation						
	Mon 07/13	Tue 07/14	Wed 07/15	Thu 07/16	Fri 07/17	Sat 07/18	Sun 07/19	Mon 07/13	Tue 07/14	Wed 07/15	Thu 07/16	Fri 07/17	Sat 07/18	Sun 07/19
Albuquerque	94	93	89	88	89	90	91	0	30	40	40	40	40	30
Santa Fe	89	88	84	84	85	86	88	20	40	60	50	50	50	40
Farmington	97	96	93	91	90	91	93	20	30	50	60	50	40	40
Gallup	91	90	87	84	83	84	86	20	50	70	70	70	50	40
Grants	90	89	85	84	83	84	86	10	40	60	60	60	60	40
Clayton	88	88	86	87	88	91	93	0	0	0	0	0	10	10
Raton	87	86	83	84	86	88	89	20	20	10	10	20	30	30
Las Vegas	83	82	79	79	81	84	85	10	30	50	30	40	40	30
Moriarty	89	88	85	85	86	88	89	0	30	40	40	50	40	20
Tucumcari	91	91	89	89	91	93	95	10	10	10	0	20	10	10
Clovis	89	90	87	86	87	90	93	20	20	10	10	20	10	10
Roswell	90	91	88	86	89	91	94	20	30	20	30	30	20	20
Socorro	97	96	93	92	92	93	94	10	30	30	30	40	30	20
Chama	85	84	80	79	79	82	83	40	40	70	80	80	60	50
Taos	87	86	82	82	83	84	86	30	40	60	70	70	60	50
Angel Fire	79	78	74	75	77	78	79	40	40	70	70	70	50	50
Los Alamos	86	85	80	80	81	83	84	10	30	60	60	60	50	40
Ruidoso	78	79	76	75	76	78	79	20	30	30	50	70	70	60
Quemado	88	86	83	80	79	80	82	10	40	70	70	70	70	50

<https://www.weather.gov/abq/TempPop>



NWS Seasonal Outlook



https://www.cpc.ncep.noaa.gov/products/predictions/long_range/seasonal.php?lead=1



Questions?



Appendix II

Water Right Summary



[get image](#)
[list](#)

WR File Number:	RG 10260	Subbasin:	MRG	Cross Reference:	
Primary Purpose:	IRR IRRIGATION				
Primary Status:	PMT Permit				
Total Acres:	837.834	Subfile:		Header:	
Total Diversion:	1149.800	Cause/Case:			
Owner:	ROY D MERCER LLC	Owner Class:	Owner		
Contact:	MICHAEL MECHENBIER				

Documents on File

(ac)

Transaction Images	Trn #	Doc	File/Act	Status 1	Status 2	Transaction Desc.	From/To	Acres	Diversic
	524855	STGPP	2012-10-03	APP	RCV	SD-04257-B INTO 10260 & 82157	T	0.000	7.500
	522407	STGPP	2012-07-27	APP	RCV	04064-A INTO RG-82157,10260	T	0.000	67.830
	547651	STGPP	2010-03-04	APP	RCV	SD 06286-A INTO RG-82157 &	T	0.000	0.000
	414340	STGPP	2008-08-28	APP	RCV	07658 INTO RG-10260	T	0.000	0.000
	414339	STGPP	2008-08-28	APP	RCV	07263 INTO RG-10260	T	0.000	0.000
	414338	STGPP	2008-08-28	APP	RCV	07709 INTO RG-10260	T	0.000	0.000
	414337	STGPP	2008-08-05	APP	RCV	08114 INTO RG-10260	T	0.000	0.000
	414335	STGPP	2008-08-05	APP	RCV	08112 INTO RG-10260	T	0.000	0.000
	414334	STGPP	2008-08-05	APP	RCV	07090 INTO RG-10260	T	0.000	0.000
	414331	STGPP	2008-08-05	APP	RCV	08111 INTO RG-10260	T	0.000	0.000
	414328	STGPP	2008-08-05	APP	RCV	04533 INTO RG-10260	T	0.000	0.000
_get images	286141	STGPP	2004-09-01	PMT	NC	04552 A & RG-7639 TO RG-10260	T	22.940	68.820
_get images	263270	CLW	2004-01-06	PMT	LOG	RG 10260	T	58.278	174.834
_get images	263270	CLW	2004-01-06	PMT	LOG	RG 10260	F	58.278	174.834
_get images	263444	COWNF	2003-02-26	CHG	PRC	RG 10260	T	0.000	0.000
	287809	ADM	1964-04-21	PMT	APR	RG 10260	T	58.278	174.834

Current Points of Diversion

* UTM location was derived from PLSS - see Help

Q256	Q64	Q16	Q4	Sec	Tws	Rng	Acres	Diversion	CU	Use	Priority	Status	Other Location Desc
				00									
				00									
				00									
				00									
				00									
				00									
				00									
				00									
				00									
				00									
				00									
				00									
				00									
				00									
				25	05N	01E	8.250	24.750	17.325	IRR	1906-12-31	PMT	
				25	05N	01E	58.278	174.834		IRR	1964-12-31	PMT	

Q256	Q64	Q16	Q4	Sec	Tws	Rng	Acres	Diversion	CU	Use	Priority	Status	Other Location Desc
				25	05N	01E	2.660	7.980	5.586	IRR	1906-12-31	PMT	
				25	05N	01E	1.900	5.700	3.990	IRR	1906-12-31	PMT	
				25	05N	01E	7.910	23.730	16.611	IRR	1906-12-31	PMT	
				25	05N	01E	2.220	6.660	4.662	IRR	1906-12-31	PMT	

Source

Acres	Diversion	CU	Use	Priority	Source	Description
22.940	68.820	48.174	IRR	1906-12-31	GW	

The data is furnished by the NMOSE/ISC and is accepted by the recipient with the expressed understanding that the OSE/ISC make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, usability, or suitability for any particular purpose of the data.





Middle Rio Grande Conservancy District, 1931 Second St. SW, P.O. Box 581, Albuquerque, NM 87103-0581
PH: (505) 247-0234

(Please type or print the following information)



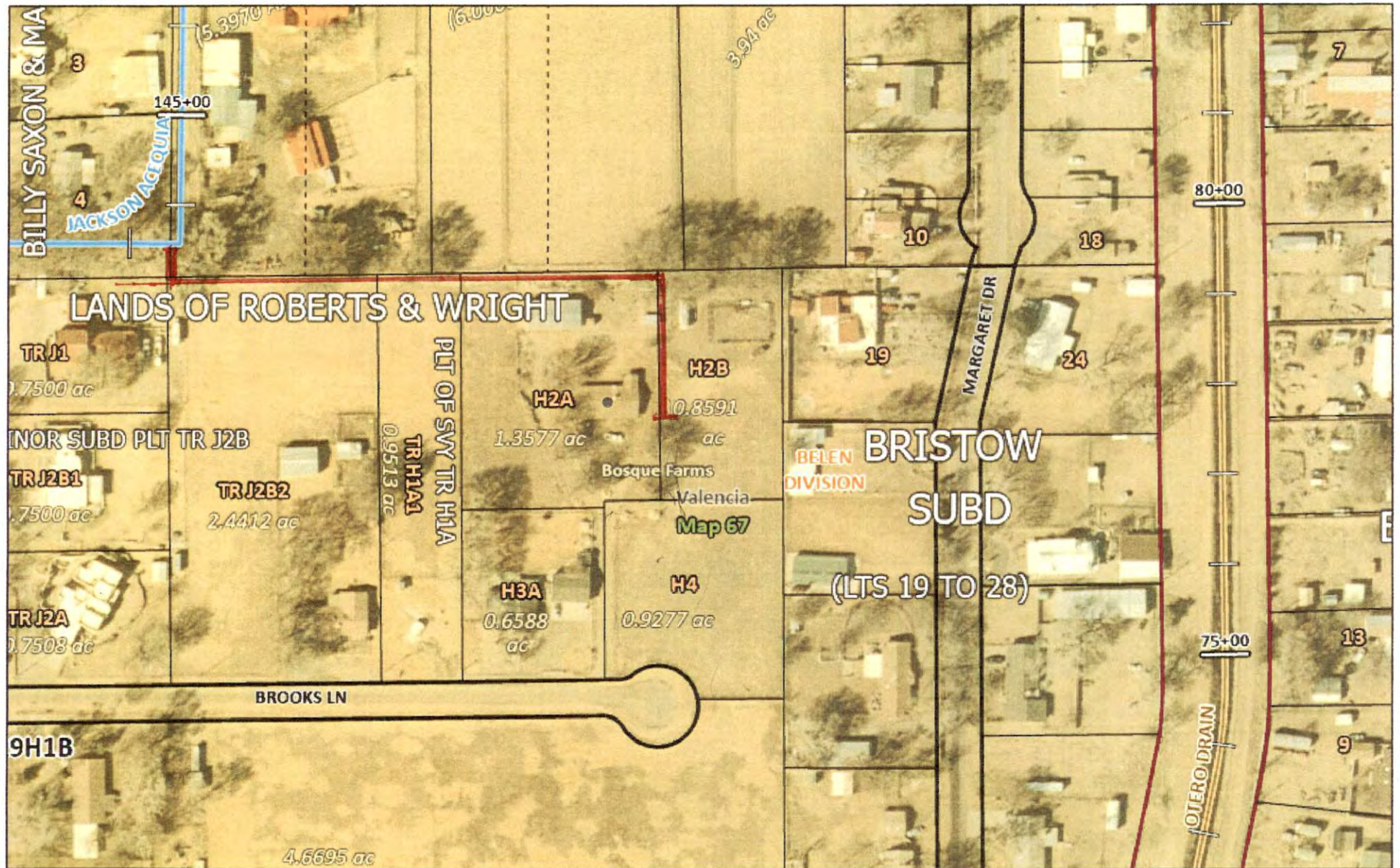
THE PROTEST WILL NOT BE VALID IF OWNERSHIP HAS CHANGED BEFORE THE FINAL DETERMINATION

PROPERTY OWNER NAME: <i>Shellie Wright</i>		DATE: <i>3/4/2025</i>
PROPERTY OWNER MAILING ADDRESS:		
Street <i>3202 Dakota St NE</i>	Apt.#	P.O. Box
City <i>Albuquerque</i>	ST. <i>NM</i>	Zip <i>87110</i>
CONTACT # CELL/HOME: <i>505 688 4369</i>		CUSTOMER ID#: <i>32075</i>
COUNTY: <i>Valencia</i>		

LEGAL DESCRIPTION OF LANDS SUBJECT TO WATER SERVICE CHARGE PROTEST: ** PLEASE BE SPECIFIC REGARDING THE ACREAGE AND LEGAL DESCRIPTION OF THE PROPERTY BEING PROTESTED**
<i>LDS of Roberts and Wright, TR H4 Exc SWLY 45 FT</i>
<i>Radius Cul de sac = 09.277 AC total acres = 0.93</i>
<i>Property/Parcel # 1011040206³³300000</i>

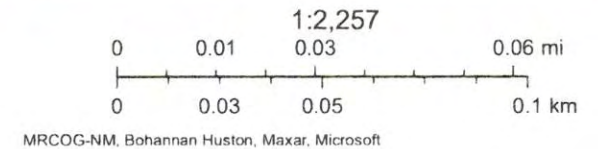
BASIS OF PROTEST: <i>physical</i>	TURN OUT: Yes ☐ No ☒
<i>I have not had access to irrigate my property since June of 2022 when my fathers ^{H2A and H2B} property was sold to her (Stephanie & Mike Mickelson). The last time I irrigated my property was May 2022. Plat doc - 3-0708 shows trak H-4 has no ditch easement.</i>	
By signing this protest, I certify that the information in this protest is true and accurate and that the property(s) listed above is not currently being irrigated and will not be irrigated after reclassification. I understand that if the District determines that the information provided is incorrect and/or that the property is being irrigated that I will be liable for all applicable charges.	
Protestor Signature: <i>Sh Wright</i>	

Data Viewer Print



9/13/2024, 11:27:04 AM

- | | | | |
|--------------------------------|----------------------|------------------|-----------------------------|
| New Mexico Incorporated Places | MRGCD Cadastre Lines | Public ROW | Facility Network Stationing |
| MRGCD Jurisdictional Boundary | Lot Lines | Facility Network | Major |
| New Mexico Counties | Combined Lots | Drain | Minor |
| | MRGCD ROW | Other | MRGCD Map Index |



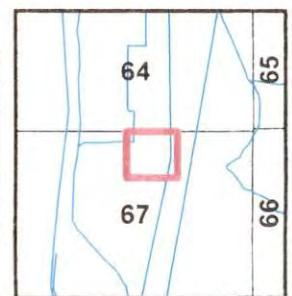


LDS OF ROBERTS & WRIGHT, TR H4 EXC SWLY 45 FT
RADIUS CUL DE SAC = 0.9277 AC

PROPCD: 101104020633300000

Map No: 2222

MIDDLE RIO GRANDE CONSERVANCY DISTRICT



Legend

- | | | |
|----------------------|-------------------------|-------------------|
| MRGCD Facility | Surface Water Current | Supplemental |
| R/W - Public & MRGCD | Status, WR_Type | Cancelled/Expired |
| Parcel Line | Water Right | No Right |
| Combination Line | No Pre-1907 Water Right | Other |



0 50 100 200 300 400
Scale in Feet



NEW MEXICO ASSOCIATION OF REALTORS® COVID-19 – HOLD HARMLESS AGREEMENT 2020

! THIS FORM IS FOR USE BY PERSONS WHO WILL BE VIEWING OR INSPECTING THE PROPERTY IN-PERSON OR OTHERWISE ENTERING THE PROPERTY OR WHO WILL BE ALLOWING OTHERS TO VIEW OR INSPECT THE PROPERTY IN-PERSON OR OTHERWISE ENTER THE PROPERTY. THIS AGREEMENT IS ONLY ENFORCEABLE BETWEEN AND AMONG THE PARTIES WHO SIGN IT.

PROPERTY ADDRESS: 970 Brooks Ln Bosque Farms NM 87068

Or **SUBD:** LAND OF ROBERTS AND WRIGHT TRACT: H2A 1.36 ACRES MAP 67 & Land Of Roberts And Wright Tract H2b
Legal Description

Or see metes and bounds description attached as Exhibit , Valencia County, New Mexico.

BACKGROUND. On March 11, 2020, as a result of the current spread of COVID-19, New Mexico Governor Michelle Lujan Grisham, issued a Proclamation of State of Emergency ("Emergency"). The issuance of the Emergency and accompanying Executive and Public Health Orders highlight the health concerns associated with the COVID-19 virus.

ACKNOWLEDGMENT.

By signature below, the undersigns acknowledge the following:

- The existence of the COVID-19 virus, and any applicable federal, state and/or local orders regarding the same;
- That the COVID-19 virus creates risks to those who view and/or inspect the Property in-person or otherwise enter the Property;
- That the COVID-19 virus creates risks to those who own and occupy the Property when allowing others to view, inspect or otherwise enter the Property.
- That the COVID-19 virus is transmittable and could result in illness, permanent disability, or death.

The undersigns further acknowledge that they are responsible for staying current and in compliance with any federal, state or local orders regarding the COVID-19 virus which may apply to them and for taking precautions to protect themselves against the COVID-19 virus, as set forth by the National Center for Disease Control and Prevention and the New Mexico Department of Health, links below.



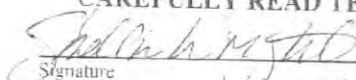
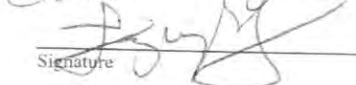
<https://www.cdc.gov/coronavirus/2019-ncov/prepare-prevention.html>



<https://cv.nmhealth.org>

HOLD HARMLESS. After fully and carefully considering all the potential risks involved with the COVID-19 virus, the undersigns hereby assume the same and mutually release and hold-harmless each other and their respective successors, assigns, employees, officers and agents and waive any and all claims associated with entering the Property and/or allowing others to enter the Property, as the case may be. Any person representing or conducting business for an entity signs below in his/her individual and personal capacity AND in his/her capacity as a representative of the entity, this includes, but is not limited to, associate brokers signing on behalf of their qualifying brokers/brokerages.

CAREFULLY READ TERMS AND IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

	<u>Shellie Wright</u>	<u>Seller</u>	<u>5/27/2022</u>
Signature	Printed Name	Entity (if applicable)	Date
	<u>Larry Wright</u>	<u>Seller</u>	<u>5/27/2022</u>
Signature	Printed Name	Entity (if applicable)	Date
Signature	Printed Name	Entity (if applicable)	Date
Signature	Printed Name	Entity (if applicable)	Date

This form and all New Mexico Association of REALTORS® (NMAR) forms are for the sole use of NMAR members and those New Mexico Real Estate Licensees to whom NMAR has granted prior written authorization. Distribution of NMAR forms to non-NMAR members or unauthorized Real Estate Licensees is strictly prohibited. NMAR makes no warranty of the legal effectiveness or validity of this form and disclaims any liability for damages resulting from its use. By use of form, the parties agree to the limitations set forth in this paragraph. The parties hereby release NMAR, the Real Estate Brokers, their Agents and employees this from any liability arising out of the use of this form. You should consult your attorney with regards to the effectiveness, validity or consequences of any use of this form. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by Real Estate Licensees who are members of the National Association of REALTORS® and who subscribe to the Association's strict Code of Ethics.

Fidelity National Title of New Mexico Inc.

1052 Main Street NE, Suite C, Los Lunas, NM 87031

Phone: (505)866-6666

SELLER'S STATEMENT

Settlement Date: July 28, 2022

Escrow Number: SP000137165

Disbursement Date: August 1, 2022

Escrow Officer: Michelle Gonzales

Email: Michelle.Gonzales@fnf.com



Buyer: Arther Mikkelsen and Stephanie Mikkelsen



Seller: William G Wright Trust, u/t/a dated November 9, 2004, William G Wright, Trustee or his Successor Trustee

970 Brooks Lane

Bosque Farms, NM 87068

Property: 970 Brooks Lane

Bosque Farms, NM 87068

; Subdivision: SUBD LAND OF ROBERTS & WRIGHT TRACT H2A & TRACT H2B MAP 67



CESOSS–MRGCD PARTNERSHIP REPORT

Executive Brief for the MRGCD Board of Directors

Building the Next Generation of Water Stewards

Our Shared Vision

The Memorandum of Agreement between the Middle Rio Grande Conservancy District (MRGCD) and the Center for Social Sustainable Systems (CESOSS) establishes a long-term partnership to preserve agricultural lands, protect water resources, strengthen acequia communities, and educate future generations through community-based outreach, partnerships, and culturally grounded education.

Return on the MRGCD Investment

- Expanded community outreach and acequia education throughout the Middle Rio Grande.
- Established the Valle Vista Open Classroom as a model for experiential water education.
- Strengthened partnerships with Bernalillo County, APS, SVRAA, educators, and community organizations.
- Advanced preservation projects include the Atrisco Memorial and Pajarito Landmarks.
- Leveraged the MRGCD partnership to pursue additional grants and collaborative initiatives.
- Developed youth leadership through Ciclos de la Tierra and outdoor learning.



MOA Commitments and CESOSS Deliverables

MOA Commitment	Current CESOSS Initiative	Partners	Future Opportunity
Public outreach & workshops	Acequia Walk & Talks, Primera Agua, water workshops	MRGCD, BernCo, Communities	Regional expansion
Water & acequia education	Valle Vista Open Classroom, Ciclos de la Tierra	APS, MRGCD, Green Latinos	District-wide Open Classrooms
Youth stewardship	Leadership Institute, school agriculture	Schools	Youth Water Steward Network
Partnership development	Grant collaboration and coalition building	County, foundations	Regional funding consortium
Historic preservation	Atrisco Madre Project, Atrisco Memorial, Pajarito Landmarks	Communities	Acequia Heritage Trail

Featured Partnership Projects

Valle Vista Open Classroom: A living classroom where students learn directly from acequias, agriculture, ecology, and water stewardship through the partnership of MRGCD, Bernalillo County Open Space, APS, and CESOSS.

Community Water Stewardship: Educational outreach encouraging science-based, transparent, and long-term stewardship of New Mexico's water resources.

Atrisco Memorial: A community-centered initiative preserving the history, culture, and relationship between acequias, land, and future generations.

Looking Ahead (2026–2030)

- Expand the Valle Vista Open Classroom into additional schools.
- Develop the Atrisco Acequia Madre Learning Site.
- Increase teacher professional development in acequia education.
- Expand youth leadership and agricultural stewardship opportunities.
- Produce an annual CESOSS–MRGCD Partnership Report with measurable outcomes.

MRGCD Outdoor Classroom

Memorandum of Agreement

This Memorandum of Agreement (the "Agreement") is made and entered this 10th day of June, 2025 (the "Effective Date") by the Center for Social Sustainable Systems (CESOSS), a 501c3 nonprofit organization and U.S. tax-exempt public charity ("Grantee") with the address of 211 10th ST SW, Albuquerque, NM 87102, to induce Middle Rio Grande Conservancy District (MRGCD), a quasi-governmental entity under the state of New Mexico ("Grantor") with its principal place of business at 1931 Second Street SW, Albuquerque, NM 87102, and mailing address of P.O. Box 581, Albuquerque, NM 87103, to make a grant in the initial amount of U.S. \$25,000 in fiscal year 2026 to Grantee for operational support to conduct outreach and implementation of water resource and acequia focused education as described below (the "Purpose").

WHEREAS the mission of Grantee is to protect and preserve ways of life and traditions connected to land and water issues in the Middle Rio Grande region; and

WHEREAS the mission of Grantor is to provide irrigation, drainage, and river flood protection services while preserving the ecological, cultural and quality of life values within the middle Rio Grande valley; and

WHEREAS the Rio Grande and its tributaries within New Mexico (the "Rio Grande Watershed") is a major source of water for more than half of the state's population, including those living in metropolitan and rural communities and on Native American Pueblo and tribal lands as well as approximately 55,000 acres of irrigated farmland from Cochiti Dam to Bosque del Apache National Wildlife Refuge; and

WHEREAS the Grantee serves communities in the Middle Rio Grande region by protecting and preserving ways of life and traditions connected to land and water through education-based programs and projects which help to maintain the viability of agriculture and ecosystem resiliency in the middle Rio Grande valley, MRGCD's service area; and

WHEREAS the Grantee increases the education and engagement of the public with issues related to the viability of agriculture and ecosystem resiliency in the middle Rio Grande valley, MRGCD's service area; and

WHEREAS the Grantor has need for community outreach services to support programmatic goals for improving constituent knowledge while advancing preservation of agricultural lands and related water supplies particularly as it relates to the traditional acequias and communities within the benefited area of the District,

NOW THEREFORE, Grantee and Grantor (collectively the "Parties") agree to the following:

1. **Grant Implementation.** The initial amount of the Grant (as defined below) is \$25,000, but Grantor may increase the amount of the Grant throughout the Term (as

defined below), if additional funds are appropriated and made available by Grantor, by providing written notice to Grantee of such increases. For the purposes of the Agreement and notwithstanding any provision of this Agreement to the Contrary, the defined term the "Grant" means the initial amount of \$25,000 plus the cumulative amount of any additional funds granted by Grantor to Grantee under this Agreement. Beginning in fiscal year 2026 (July 1, 2025) Grantor will deliver the amount of \$25,000 to Grantee in two installments: one of \$12,500 on or before July 15, 2025; and one of \$12,500 on or before March 1, 2026. Grantor shall continue future installments on or before August 1 and March 1 in subsequent years as defined in the Term. Grantor will deliver any amounts of the Grant to Grantee on a similar schedule. Grantor and Grantee agree that Grantee requires advances of the Grant funds (rather than reimbursements of already-expended funds) in order to pursue the Purpose. Grantee will provide annual progress reports to Grantor that describe how the immediately preceding advance of the Grant funds was utilized by Grantee and how any upcoming advance is intended to be utilized by Grantee. Grantee will use the Grant received from Grantor only for the Purpose.

The Parties acknowledge that Grantee will have full control and responsibility over the planning, content, terms and implementation to achieve the Purpose and that any line items of the budget may be adjusted among categories to meet the Purpose. Grantee will retain its organizational authority to select contractors and grantees according to its own policies and procedures, including those related to due diligence procedures and the Conflict of Interest Policy, while assuring such parties' qualifications and performance are appropriate to achieve the Purpose and to meet the legal requirements for a U.S. public charity in the jurisdiction where the work is performed. As such, if any party identified in a proposal is not selected or retained, another party or Grantee employees with appropriate qualifications may be selected by Grantee to complete the work to achieve the Purpose.

2. **Term.** The Term of the Grant is five consecutive years beginning on August 1, 2025, and continuing through June 30, 2030 (the "Term").
3. **Warranties and Representations of Grantee.** The Grant shall not be used for anything other than the Purpose. Grantee is a tax-exempt U.S. public charity. In the event that there is any change in Grantee's tax-exempt status, Grantee will immediately notify Grantor of such change.
4. **Annual and Final Reports.** Within sixty (60) days following the end of each of Grantor's fiscal year and the expiration of the Term, Grantee shall submit an annual report and a final report. The final report will include a description of all work funded under the Grant performed each year during the Term.

5. **Amendments.** This Agreement may be amended from time to time upon the written agreement of the Parties.
6. **Books and Records.** Grantee shall maintain records in accordance with General Accepted Accounting Practices and as required to maintain records for internal Code purposes. The reports submitted to Grantor shall be kept for at least six (6) years after completion of the use of all Grant funds. Grantee will permit Grantor, or its duly authorized representative to inspect records reflecting all work done, labor performed, and material furnished in connection with the activities funded under this Agreement.
7. **Intellectual Property.** Rights to any intellectual property created in part or wholly with funds under this Agreement vest solely with Grantee. Grantor may receive up to 10 copies of any final publications produced under this Agreement at no cost.
8. **Publicity.** Any publicity related to the work funded by this Agreement shall be approved by both Parties, prior to disseminating.
9. **Remedies.** Grantee agrees that Grantor may withhold Grant funds or terminate any commitment under this Agreement if Grantee fails to comply with the Agreement. Grantee may terminate this Agreement in the event it determines that the work undertaken or this Agreement will violate its policies or standard operating procedures or result in adverse publicity to Grantee.
10. **Choice of Law.** The law of the State of New Mexico exclusively shall govern and apply to any and all legal proceedings pertaining to the Agreement, including the provisions of the New Mexico Trust Claims Act. This Agreement shall be deemed to be entered into and formed in the New Mexico and shall become effective when Grantor executes this instrument, bearing its CEO's signature. By execution of this Agreement, Grantee submits to the personal jurisdiction and venue of the courts of New Mexico.
11. **Termination for Lack of Appropriations.** Funding for the initial \$25,000 of the Grant has been appropriated by Grantor's governing board. Notwithstanding any other provisions in this Agreement, its continuation beyond the end of the fiscal year is contingent on Grantor's governing board making the appropriations necessary to fund the Agreement which Grantor's governing board may make or not in its sole and absolute discretion. If the Grantor's governing board does not make appropriations for a fiscal year, this Agreement may be terminated at the end of the Grantor's current fiscal year upon written notice given by Grantor to Grantee. Such termination shall not constitute a default. All payment obligations of the Grantor and all its interest in the Agreement will cease upon the date of termination. Grantor's decision whether to make shall be accepted by Grantee and shall be final.
12. **Termination for Convenience.** Either party may terminate this Agreement at any time by giving at least thirty (30) consecutive calendar days' notice in writing of such termination to the other party. In the event this Agreement is terminated for any

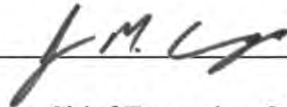
reason other than a material default by Grantee, Grantor will pay Grantee for any work performed or expenses incurred, as of the termination date.

13. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties concerning the Grant and supersedes all prior or contemporaneous communications and negotiations, both oral and written, relating to the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be made of the Effective Date.

Middle Rio Grande Conservancy District

By: _____



Jason M. Casuga, Chief Executive Officer/Chief Engineer

Center for Social Sustainable Systems

By: _____



Jorge Garcia, Executive Director

Attest:

Pamela Tanelli

Exhibit A
To Memorandum of Agreement

Grantee's work in the middle Rio Grande, funded by this Agreement, may include various combinations of the following tasks, as reasonably determined by Grantee and Grantor:

1. Conduct public outreach and education to promote agricultural land and water conservation efforts to stakeholders in the MRGCD. Organize, publicize, coordinate, or participate in at least four community workshops per year. Participate in community events and produce articles and public service announcements in various media sources (print, online, radio, social media) acknowledging the funding and contribution of Grantor.
2. Research and apply for prospective third-party funding sources to fund development of alternative public/private funding partnerships for meeting the MRGCD's and the Grantee's goals related to land and water preservation and conservation.
3. Coordinate with appropriate MRGCD staff and partners in efforts to protect and promote agricultural lands, water preservation, and conservation in the MRGCD service area.
4. Coordinate with other private and public partners, on efforts that promote and preserve the ecological, cultural and quality of life values within the middle Rio Grande valley.
5. Coordinate with other private and public partners on efforts to promote and further develop educational outreach specific to acequia protection and preservation in the middle Rio Grande valley.
6. Initially work with Bernalillo County and MRCOG to capitalize on existing networks and programs to optimize efforts to raise community awareness regarding the importance of sustaining agricultural practices and ecosystem resiliency in the middle Rio Grande valley. As capacities expand, CESSOS will expand into other counties and communities within MRGCD's service area.
7. This program will emphasize the need to educate area youth regarding the importance of the preservation of farmlands and water within the MRGCD while supporting efforts to recruit and sustain young farmers interested in small farm agribusiness.

Grantee may use the funds received within the project area as determined by Grantee in its reasonable discretion.



CESOSS Planning Document

4/18/2025

Rev. 5/1/2025

Strategic Plan

Vision: To create sustainable, healthy, and thriving communities where traditions connected to land and water are protected, preserved, and passed on to future generations.

Mission: To develop sustainable community-based and culturally centered events, programs, activities, and initiatives to empower and preserve the traditions and science-based practices of local and Indigenous communities, related to land, water, and human development.

Goal 1: To create a framework for Acequia Community Restorative Justice

Acequia Community Restorative Justice means that CESOSS will continue to support restoring agriculture and ways of living with the land and the natural cycles. CESOSS will follow the idea of restorative justice as a peacemaking instrument.

Goal 2: To conduct Acequia Conservation and Preservation

Under this goal, CESOSS will create strong partnerships with the community, local farmers, state agencies-schools, and other community partners and collaborators to support water conservation and preservation.

Goal 3: To facilitate Acequia community education

Our education model will closely follow Ciclos de la Tierra as a framework. Our long-term expectation is to increase the acequia knowledge base in the South Valley by maximizing the use of social media, curriculum development, online workshops, and in-site community workshops.

Goal 4: To support Acequia and Community Healing

A fundamental task for CESOSS in terms of youth and community empowerment will be to include healing as a central theme in everything we do. Our healing will come from empowering the community's history, legal rights, cultural connections, and ways of thinking that come from the long history of the communities in the Rio Grande Region. Ceremony will be included in most of our events.

Plan of Action - FY2025-2026

Goal 1: To create a framework for Acequia Community Restorative Justice

To conduct public outreach to promote the preservation of agricultural land and water conservation efforts to stakeholders in the Middle Rio Grande Region

1. Acequia Educational Activities
 - Summer of 2025 and Fall of 2025
 - Acequia 101: History of the Region
 - Acequia Water Rights: Acequia Laws
 - Acequia Conservation: Existing Programs
2. Acequia Walk and Talks
 - Ranchos de Armijo/Atrisco Acequia - June 28
 - Pajarito Acequia - August 30
 - Los Padillas Acequia - September 27
 - Arenal and Atrisco Acequias - Oct 18

Goal 2: To conduct Acequia Conservation and Preservation

Conduct public outreach and education to promote agricultural land and water conservation efforts to stakeholders in the MRG. Organize, publicize, coordinate, and moderate at least four community workshops per year. The following are the events and activities that CESOSS will coordinate during FY2025-2026.

1. CESOSS will organize at least two water conservation workshops to inform the community about sustainable agricultural practices and water conservation initiatives tied to agricultural lands and water delivery practices for acequias. These workshops will be organized in the Fall of 2025 and Spring 2026.
2. Consult and seek a partnership with the Natural Resources Conservation Services, Bernalillo County, and the Water Utility Authority to promote water conservation efforts in the Middle Rio Grande service area.
3. Use CESOSS's publication, La Voz, to promote agricultural land and water conservation efforts. La Voz will be published every quarter of the year. A full section of this publication will be dedicated to conservation programs and initiatives.

Goal 3: To facilitate Acequia community education

To promote a culturally appropriate curriculum that reflects the history, values, and customs of the acequia communities of the Middle Rio Grande Region (Acequia Community Advocacy)

1. Pajarito Landmarks Project: The intent of this project is to highlight the history of the Pajarito Acequia
2. CESOSS Atrisco Research Collaborative: CESOSS created this group serves as the backbone for CESOSS to conduct Research and Learning. This group is composed of community members.
3. Acequia Documentation Project: We are still planning this project. This project will take place in the Summer of 2025
4. Youth Empowerment
 - a. ACE Leadership Program - 2024/2025
 - b. Youth Leadership Institute - Ce Akatl: This Leadership program will take place in the Fall of 2025 and Spring of 2026
5. Ciclos de la Tierra/Acequia Education: CESOSS is partnering with the New Mexico Public Education Department to extend Acequia education into schools in New Mexico. The following are the activities that CESOSS is planning for under this objective
 - a. Create a Teachers Network: CESOSS has hired an Acequia Education Coordinator and a teacher with expertise on developing school agricultural facilities to extend agricultural education into the schools.
 - b. Ciclos de la Tierra: Currently CESOSS has a curriculum for 3rd, 4th, and 5th grade that is based on the Ciclos de la Tierra. CESOSS is working with a teacher from Polk to create an Acequia-based 7th grade New Mexico history.
 - c. CESOSS will be coordinating efforts in the following educational conferences.
 - i. NMSBA - December 2025
 - ii. La Cosecha Dual Language Conference - Nov. 2025
 - iii. EdUprising - Spring 2026
 - d. Teachers Training
 - i. To continue extending teacher education, CESOSS is building a Ciclos-AI site for teachers training that will allow teachers to obtain a lesson plan and an action plan that will support classroom education. This site will be ready for deployment in the fall of 2025

- ii. Expand to other levels of instruction beyond the 3rd-5th grade level and Promote Acequia Outside Classrooms. CESOSS will be working with the following schools.
 1. Alvarado Elementary
 2. Valle Vista Elementary
 3. Los Ranchos Elementary
 4. Los Padillas Elementary

Goal 4: To support Acequia and Community Healing

CESOSS will continue to include healing and ceremony in all our community events and activities. The following are the activities that we plan to host in 2025-2026

1. Acequia Limpias: CESOSS will coordinate acequia limpias and all 5 main acequias in the South Valley. In addition, CESOSS will coordinate with local schools to conduct acequia limpias.
 - a. Winter and Spring 2026
2. Acequia Education Office: Under this area, CESOSS will continue to undertake Acequia Advocacy and will support local pre-1907 water right holder to do water rights declaration
3. Community events
 - a. Primera Agua/Atrisco Madre Project - Spring 2025
 - b. Primera Agua - Spring 2026
 - c. Fun Run - Fall 2025
4. Special Projects
 - a. New Mexico Outdoor Recreational Department
 - i. Outdoor Education
 - b. New Mexico Economic Development Office
 - i. The Pajarito Landmark Project. See Annex A
 - c. Justice Outside
 - i. Outdoor Education
 - d. Green Latinos
 - i. Outdoor environmental education and local sustainability

Annex A - Pajarito Acequia Landmarks Project - Pilot project

- Grantee will work with Comisionados and the Mayordomo of the Pajarito Acequia to provide interactive educational signage on 1) acequia usage, 2) the 1938 Rio Grande Compact, 3) and preserve acequia archives. This project seeks to increase community accessibility, connectivity, safety, and visibility to acequias in the Pajarito Community in the Middle Rio Grande region.
 - *Deliverable 1: Public Outreach* the Project will serve as a tangible form of public outreach and education that promotes agricultural land and water conservation efforts to stakeholders in the MRGCD
 - *Deliverable 2:* This project will include at least four community workshops in which community members have the opportunity to provide input on educational and archival materials presented for the signage
 - *Deliverable 3:* This project will produce signage that acknowledges the funding and contribution of the Grantor
 - *Deliverable 4:* Provide educational guidance to youth in the community and/or schools to educate youth on acequia and community ditch related issues and purpose.
 - *Deliverable 5:* Provide an accessible archive to the Pajarito community



A Declaration of Community Stewardship

A Community Call for Science, Law, and Long-Term Stewardship of New Mexico's Waters

Issued by the undersigned acequia commissioners, community organizations, neighborhood associations, farmers, educators, researchers, faith leaders, and residents of the Middle Rio Grande in support of responsible, science-based stewardship of New Mexico waters.

<https://www.change.org/protectnmwaters>

To: State Engineer Elizabeth Anderson, P.E., New Mexico Office of the State Engineer
ISC Director Hannah Riseley-White, New Mexico Interstate Stream Commission

Re: Community request for science-based water administration, respect for law and public welfare, and a temporary moratorium on additional Middle Rio Grande water transfers pending cumulative-impact review

Dear State Engineer Anderson and Director Riseley-White,

Water has always been the foundation of New Mexico's communities. Long before modern water administration, acequias sustained families, agriculture, local economies, and entire communities through a shared ethic of stewardship and mutual responsibility. Today, as New Mexico enters one of the most severe periods of drought and water uncertainty in its recorded history, we believe our responsibility to protect this shared resource has never been greater. It is in that spirit--not confrontation--that we write to you.

We write as acequia commissioners, farmers, neighborhood associations, nonprofit organizations, educators, community leaders, and residents of the Middle Rio Grande. We recognize the difficult responsibility entrusted to the Office of the State Engineer and the Interstate Stream Commission. We also recognize that your agencies have publicly acknowledged the seriousness of current water conditions: persistent drought, extremely challenging Rio Grande conditions, low water deliveries to irrigators, extensive Rio Grande drying, extremely low water levels at Elephant Butte, increasing groundwater dependence, and projections of approximately 25 percent less water in New Mexico streams over the next 50 years.

We take seriously Director Riseley-White's statement that New Mexico's water future must be grounded in science, law, and long-term stewardship. We also take seriously the State Engineer's acknowledgement that New Mexico's river basins have seen below-average precipitation and that reservoir levels are among the lowest on record. These are not abstract concerns. They describe the reality already being lived by acequia communities, farmers, domestic-well users, and families across the Middle Rio Grande.

For that reason, the question before us is larger than a single application. It is whether the State's current administrative practices adequately reflect the scientific realities that your own agencies have publicly acknowledged. When the State warns of declining streamflows, increasing aridification, compact pressures, groundwater stress, and reduced future water supply, then decisions allowing additional transfers from already stressed systems must be evaluated with exceptional care.



We are not asking the State to abandon New Mexico's system of water rights. We are asking that the system be administered in a manner that reflects today's science, today's hydrologic realities, and the State's own commitment to law, conservation, public welfare, and long-term stewardship. A water-rights system that works for all New Mexicans must be transparent, accountable, and resistant to practices that may appear procedurally permissible while undermining the broader public purpose of water administration.

Every generation inherits the responsibility to care for New Mexico's waters. Previous generations built and defended the acequias that still nourish our communities today. Our responsibility is not simply to administer those systems according to procedures established under different conditions. Our responsibility is to ensure that those procedures continue serving the public welfare as scientific understanding evolves and the climate changes around us.

Acequias are not merely irrigation infrastructure. They are living community institutions that protect local food production, aquifer recharge, cultural continuity, mutual aid, and democratic stewardship. When surface water is moved away from communities, the impacts are not limited to a parcel boundary. They may affect shallow groundwater, return flows, soil moisture, domestic wells, wildlife habitat, agricultural viability, and the cultural landscape that has sustained New Mexico for generations.

The current administrative framework may not adequately account for cumulative impacts during an era of unprecedented drought and groundwater uncertainty. As a result, procedures that were developed under different hydrologic conditions deserve careful reexamination to ensure they continue fulfilling their intended public purpose. This is especially important in the Middle Rio Grande, where compact obligations, declining flows, increased pumping, and climate-driven aridification are converging at the same time.

We therefore respectfully call upon the Office of the State Engineer and the Interstate Stream Commission to implement a temporary moratorium--or another appropriate interim policy mechanism--on additional water transfers in the Middle Rio Grande until the cumulative effects of drought, groundwater depletion, climate change, return-flow loss, aquifer recharge reduction, and existing transfers can be fully evaluated using the best available science and consistent with New Mexico law.

At minimum, before additional transfers are approved, the State should ensure that applicants demonstrate, with substantial evidence, that proposed transfers will not impair existing rights, undermine the public welfare, conflict with conservation of water, weaken Rio Grande Compact compliance, diminish groundwater sustainability, or place disproportionate burdens on acequia communities and domestic-well users.

We also respectfully request a public meeting or working session with acequia commissioners, community organizations, local governments, farmers, scientists, MRGCD representatives, and affected residents to discuss how transfer decisions are being evaluated in light of current drought conditions and long-term water projections. Communities that depend on these systems should not be treated as afterthoughts in decisions that may shape their future.

We are not asking the State to choose between agriculture and conservation. We are not asking the State to disregard existing water rights. We are not asking the State to abandon New Mexico's proud tradition of water law. We are asking the State to lead--with science, with transparency, with courage, and with the understanding that the decisions made today will determine whether future generations inherit rivers that still flow, aquifers that still recharge, farms that still produce food, and acequia communities that continue to define the cultural identity of New Mexico.



We stand ready to work collaboratively with your offices, elected officials, water users, researchers, and communities across New Mexico to strengthen a water management system that works for all. Our concern is not only what happens in one proceeding. Our concern is whether New Mexico will meet this moment with the honesty, discipline, and stewardship that our water future requires.

Respectfully,

The Undersigned

Name	City	State	Postal Code
Jorge Garcia			
Jessamyn young	Albuquerque	NM	87111
Rita Padilla -Gutierrez	Jarales, NM	NM	87023
Esther Esther Garcia	Albuquerque	NM	87105
shel corri	Albuquerque	NM	87107
Lysander Reid-Powell	Albuquerque	NM	87105
Dalilah Naranjo	Albuquerque	NM	87107
Alfredo Quiroz	Albuquerque	NM	87111
Larissa Trudell	Albuquerque	NM	87121
Esaú Monterroza	Albuquerque	NM	87108
Giovanni Lucero	Albuquerque	NM	87106
Isaac Tirado	Roswell	NM	88201
Alfonso Sanchez	Albuquerque	NM	87105
Myles Martinez	Albuquerque	NM	87110
Robert Chavez	Albuquerque	NM	87121
Aaron Bradley	Albuquerque	NM	87102
Emilia Chavez	Albuquerque	NM	87105
Xazziel Martinez	Albuquerque	NM	87106
Ashley Pepe	Albuquerque	NM	87114
Emily Garcia	Albuquerque	NM	78228
Celeste Dallas	Albuquerque	NM	87120
Sarah Beuzekom	Albuquerque	NM	87123
Jocelyn Roque	Albuquerque	NM	87105
Brandon Clifton	Albuquerque	NM	87106
Erika Knopf	Albuquerque	NM	87110
Ryan Swank	Edgewood	NM	87015
Isaiah Chavez	Albuquerque	NM	87109
Erin Muffoletto	Albuquerque	NM	87105
Ibrahim Dominguez	Albuquerque	NM	87102



Marcos Ruiz-Carillo	Gilbert	AZ	85295
Drey Garcia	Albuquerque	NM	87110
Thelma Martinez	Albuquerque	NM	87110
Makayla Tillinghast	Albuquerque	NM	87111
Marisa Santistevan	Albuquerque	NM	87120
Haley Myler	Albuquerque	NM	87106
Jade Hopkins	Albuquerque	AZ	87102
Camila bayo	Albuquerque	NM	87112
Silas Chavez	Albuquerque	UT	84115
Alistair Fene	Albuquerque	NM	87121
Shawn Carlucci	Albuquerque	NM	87106
Savana Stoneking	Albuquerque	NM	87108
Carolyn Griffin	Savannah	GA	31401
Luis Mora	Albuquerque	NM	87121
Rosemary Neely	Albuquerque	NM	87114
Judah Kismetti	Albuquerque	NM	87108
Kandace Montoya	Los Ranchos	NM	87107
Jonathan Gamez	Los Lunas	NM	87031
Evelyn Fernandez	Albuquerque	NM	87105
Kathey Morales	Albuquerque	NM	87106
Audi Munoz	Albuquerque	NM	87120
Liz Archuleta	Albuquerque	NM	87106-2959
Anselmo Gutierrez	Albuquerque	NM	87113
Xiomara Quinones	Albuquerque	NM	87114
Kathleen Carville	Rutland	MA	1543
Angelis Sancruzado	Miami	FL	33137
Josh Johnson	Albuquerque	NM	87114
Briana Lisignoli	Albuquerque	NM	87106
Ciarah Sanchez	Albuquerque	NM	87122
Wyatt Lawson	Albuquerque	NM	87120
Norma Quinones	Albuquerque	NM	87107
Eli Salas	Albuquerque	NM	87110
Charlotte Alderete	Albuquerque	NM	87105
Sonne Olsen	Albuquerque	NM	87106
Angela Marino	Sonoma	CA	95476
ick Bowi	Las Cruces	NM	88001
Lexus Sanchez	Albuquerque	NM	87114
Deb Serna	Rio Rancho	NM	87124



Judith Pfeif	Taos	NM	87571
Leah Quezada	Albuquerque	NM	87102
Carla Lovato	Albuquerque	NM	87114
Becca Marshall	Albuquerque	NM	87105
Ethan Belmontes	Thornton	CO	80241
Daniella Montanez	Albuquerque	NM	87120
Laura Blalock	Albuquerque	NM	87112
Michelle Gonzalez	Albuquerque	NM	87120
Karina Quiroz	Albuquerque	NM	87110
Alana Preziosi	Swedesboro	NJ	8085
Donald Lenz	Holt	MI	48842
Xochi Garcia	Albuquerque	NM	87106
Sophia Saiz	Albuquerque	NM	87106
Cassandra Reid	South Valley	NM	87105
Eva Dominguez	Albuquerque	NM	87107
Ian Hillsman	Portales	NM	88130
Donnie Guzman	Rio Rancho	NM	87144
Larry Kronen	Albuquerque	NM	87108
Roberto Roibal	Santa Fe	NM	87505
brian jaramillo	Rio Rancho	NM	87144
Raven Garcia	Albuquerque	NM	87110
Monica Sanchez	Albuquerque	NM	87107
Michael Jakiche	San Antonio	TX	78240
Bianca White	Sacramento	CA	95823
Isaac Bender	Sarasota	FL	34232
Twyla Courtney	Albuquerque	NM	87120
Darcy Brazem	Albuquerque	NM	87102
Monica Rivera	Las Vegas	NV	89119
Paul walker	Albuquerque	NM	87121
Tim Moya	Albuquerque	NM	87102
Vic Gomez	Albuquerque	NM	87105
William Walker	Albuquerque	NM	87121
Arlo casias	Albuquerque	NM	87102
Alicia Lueras	Albuquerque	NM	87121
Andrea Padilla	Tome	NM	87060
Ronna Kalish	Socorro	NM	87801
Ruby Ethridge	Albuquerque	NM	87108
Moises Gonzales	Albuquerque	NM	85032



Jeremy Dyer	Albuquerque	NM	87109
Richard Woodruff	Albuquerque	NM	87110
Citlaly canales	Dallas	TX	75243
Kim Langbecker	Santa Fe	NM	87501
Jim Ruff	Socorro	NM	87801
Pancho Quiñones	Albuquerque	NM	87121
Michael Lechuga	Albuquerque	NM	87102
Stephanie Nieto	Albuquerque	NM	87114
Regina Dello Russo	Socorro	NM	87801
Yolanda Cruz	Sapello	NM	87745
SOLEDAD MARJON	Albuquerque	NM	87107
Neda McGuinness	Albuquerque	NM	87106
Peggy Neff	Albuquerque	NM	87114
Francine Sanchez	Bernalillo	NM	87004



Pilot Project and Plan of Action Between Valle Vista Elementary School and the Center for Social Sustainable Systems (CESOSS)

CICLOS DE LA TIERRA EDUCATIONAL INITIATIVE

2026-2027 Pilot Program

Prepared by:

Center for Social Sustainable Systems (CESOSS)

www.cesos.org

Purpose of this Pilot

This document reframes the Ciclos de la Tierra initiative as a pilot project and collaborative plan of action intended to support exploratory implementation during the 2026–2027 academic year. Rather than presenting the initiative as a fully institutionalized long-term program, this pilot structure allows Valle Vista Elementary and CESOSS to evaluate feasibility, student engagement, curriculum integration, family participation, and long-term partnership potential.

Pilot Project Overview

The Ciclos de la Tierra Pilot Project is designed to test and evaluate culturally grounded outdoor education, acequia stewardship, agricultural learning, and youth leadership programming within the Valle Vista Elementary community. The pilot will focus on developing scalable educational activities that can later expand into a broader school-community educational model.

Why a Pilot Structure Matters

A pilot structure creates flexibility for Valle Vista Elementary and CESOSS to collaboratively evaluate implementation strategies, identify strengths and challenges, refine curriculum approaches, and determine long-term sustainability before full expansion. This framework also allows the school to measure student engagement, educational impact, and family participation in a manageable and supportive way.

Pilot Goals and Objectives

- Test culturally grounded outdoor learning activities
- Pilot youth leadership and environmental stewardship programming
- Develop and refine lesson plans and curriculum materials
- Increase student and family engagement through hands-on educational experiences
- Strengthening collaboration between Valle Vista, CESOSS, and community partners
- Collect data and feedback to guide future program expansion

Pilot Program Components

1. Outdoor Learning Activities: Pilot outdoor learning sessions connected to agriculture, ecology, acequia systems, and environmental stewardship.
2. 5th Grade Leadership Pilot: Small-group leadership activities focused on responsibility, environmental stewardship, and community engagement.
3. Family and Community Events
4. Seasonal pilot events centered around agricultural traditions, gardening, cultural celebrations, and family participation.

5. Curriculum Testing and Development: Development and testing of lesson plans, educational guides, and culturally grounded learning activities.
6. After-school Pilot Programming
7. Pilot after-school programming focused on gardening, agriculture, storytelling, cooking, and environmental education.

Pilot Timeline

Summer 2026

- Planning meetings and pilot preparation
- Curriculum drafting and activity development
- Garden and outdoor learning site preparation

Fall 2026

- Launch pilot outdoor learning activities
- Begin leadership and after-school pilot sessions
- Hold initial family engagement event

Winter 2026–2027

- Continue pilot implementation and feedback collection
- Refine lesson plans and educational materials

Spring 2027

- Conduct final pilot activities and celebrations
- Compile evaluation findings and recommendations
- Discuss future expansion opportunities

Evaluation and Assessment

CESOSS and Valle Vista Elementary will collaboratively evaluate the pilot through participation tracking, student engagement observations, family feedback, teacher collaboration, and documentation of educational activities. Findings from the pilot will help guide decisions regarding long-term implementation and future funding opportunities.

Expected Pilot Outcomes

- Increased student engagement in outdoor learning
- Stronger student connections to land, water, and agriculture
- Increased family participation in school-community activities
- Development of tested curriculum materials and educational activities

- Improved understanding of how culturally grounded education can support student wellness and leadership

Long-Term Vision

If successful, the Ciclos de la Tierra Pilot Project may serve as the foundation for a broader long-term educational partnership that integrates environmental stewardship, acequia education, agricultural learning, and culturally grounded curriculum into future school programming and community partnerships.

Educational Context and Importance of the Pilot

The Ciclos de la Tierra Pilot Project emerges during a critical moment for education in New Mexico. Schools across the state are currently facing challenges related to chronic absenteeism, student disengagement, academic struggles, mental health concerns, teacher burnout, and growing disconnection between students, schools, families, and local communities.

Many students struggle to find meaningful connections between classroom learning and their daily lives, cultural identities, and local environments. The Ciclos de la Tierra Pilot Project seeks to address these challenges through culturally grounded, place-based, and community-centered educational experiences that reconnect students to land, water, agriculture, acequia traditions, and environmental stewardship.

How the Pilot Addresses Current Educational Challenges

1. Student Engagement and Chronic Absenteeism

The pilot creates hands-on educational experiences through outdoor learning, gardening, leadership activities, and community engagement. These experiences help students feel more connected to school and learning.

2. Social-Emotional Wellness and Mental Health

Outdoor learning and cultural activities provide opportunities for emotional regulation, reflection, teamwork, and community connection.

3. Culturally Relevant and Place-Based Education

The pilot integrates acequia traditions, local agriculture, and Indigenous and community knowledge systems into learning experiences.

4. Family and Community Engagement

The project strengthens relationships between schools, families, and community organizations through workshops, events, and collaborative activities.

5. Leadership Development

Students participate in stewardship and leadership activities that build responsibility, confidence, teamwork, and community awareness.

6. Innovative Educational Models

The pilot allows Valle Vista Elementary and CESOSS to collaboratively test educational approaches that combine environmental learning, social-emotional learning, agriculture, and culturally grounded curriculum.

Why Valle Vista is an Important Site for this Pilot

Valle Vista Elementary is uniquely positioned to support this pilot because of its existing commitment to outdoor learning, family engagement, and community-centered educational practices. The school's agricultural and outdoor learning spaces provide a strong foundation for testing innovative educational strategies that may later support broader educational partnerships and future expansion.



ALBUQUERQUE PUBLIC SCHOOLS
APS STRONG



Dr. Gabriella Durán Blakey
Superintendent

Jasmin Maestas- Principal
Ashley Pena- Assistant Principal

05/29/2026

To Whom It May Concern,

I am honored to provide this letter of support for the Center for Social Sustainable Systems (CESOSS) and the expansion of the Ciclos de la Tierra Acequia Outdoor Education Agricultural Site at Valle Vista Elementary School for the 2026–2027 academic year.

As Principal of Valle Vista Elementary School, I have witnessed firsthand the importance of culturally grounded educational opportunities that connect our students and families to their heritage, community, environment, and local traditions. The Ciclos de la Tierra initiative represents an innovative and deeply meaningful approach to education that aligns with our school's commitment to academic excellence, student wellness, environmental stewardship, and community engagement.

The South Valley community possesses a rich history rooted in acequia culture, agriculture, land stewardship, and intergenerational learning. Unfortunately, many students today are increasingly disconnected from these traditions due to urbanization, economic challenges, and limited access to culturally relevant educational experiences. This initiative directly addresses those challenges by creating hands-on learning opportunities that integrate environmental education, leadership development, agriculture, nutrition, STEM learning, and cultural preservation into the daily experiences of our students.

Through the partnership between CESOSS and Valle Vista Elementary School, students and families will benefit from outdoor learning experiences, after-school programming, leadership development activities, family engagement opportunities, acequia stewardship projects, and culturally responsive curriculum materials. These experiences will not only strengthen academic learning but also foster a sense of identity, belonging, responsibility, and pride within our students and community.

I am especially supportive of the initiative's focus on:

- Developing bilingual and culturally grounded curriculum materials;
- Expanding outdoor and experiential learning opportunities;
- Supporting student leadership development through environmental education;
- Strengthening family and community engagement;
- Preserving acequia traditions and local agricultural knowledge for future generations; and
- Creating meaningful STEM-based educational activities connected to local land and water systems.

The Ciclos de la Tierra initiative has the potential to serve as a model for community-based education that honors local knowledge systems while preparing students to become thoughtful leaders and environmental stewards. The use of the Acequia Agricultural Site and the MRGCD Outdoor Classroom as living educational spaces will provide invaluable opportunities for authentic, place-based learning experiences that are both academically enriching and culturally sustaining.

Valle Vista Elementary School fully supports this initiative and values our partnership with CESOSS. We believe this work will have a lasting positive impact on our students, families, and the broader South Valley community by strengthening cultural continuity, environmental literacy, community resilience, and educational equity.

Thank you for your consideration and support of this important initiative. Please feel free to contact me if additional information is needed.

Sincerely,

Jasmin Maestas
Principal
Valle Vista Elementary School
505-836-7739 jasmin.maestas@aps.edu



The Atrisco Memorial Project

Briefing

Purpose

The Atrisco Memorial Project is a Bernalillo County initiative led by Anthropopolus Design + Planning (ADP). Through a formal subcontract, CESOSS serves as the community engagement, education, and youth leadership partner responsible for ensuring the memorial is shaped by the voices, history, and aspirations of the Atrisco and South Valley communities.

Why CESOSS Was Selected

CESOSS brings deep relationships with acequia associations, neighborhood organizations, schools, youth, and community leaders. Its culturally grounded approach helps ensure the memorial reflects authentic community knowledge while building long-term stewardship.

Major Deliverables

- Conduct up to three community engagement forums.
- Analyze community input and translate it into design recommendations.
- Facilitate up to three community feedback meetings.
- Support design refinement and implementation planning.
- Coordinate participation with Rio Grande High School.
- Organize one Rio Grande High School community forum.
- Lead up to six student design and implementation sessions.
- Provide project management, reporting, and stakeholder coordination.

Project Value

Beyond public participation, CESOSS will help develop youth leadership, document community knowledge, strengthen partnerships, and create a memorial that reflects the cultural identity and resilience of the South Valley. The work integrates education, civic engagement, and collaborative planning into the design process.



Atrisco Acequia Cultural & Economic Dev. Site

Concept Paper

The Atrisco Acequia Cultural & Economic District is a community concept intended to foster conversation among community organizations, public agencies, educational institutions, and other partners about the long-term future of the historic Atrisco Acequia Madre corridor. Rather than representing a finalized development plan or committed project, this concept offers a shared vision that can be explored, refined, and shaped collaboratively over time.

The concept imagines how the Atrisco Acequia Madre landscape near Central Avenue and Sunset Road could evolve into a regional destination that integrates education, agriculture, cultural heritage, environmental stewardship, and community-centered economic development while preserving the area's historic and ecological significance.

Potential elements for future exploration include an Acequia education and research center, outdoor classrooms, demonstration gardens, community gathering spaces, farmers markets, cultural programming, heritage tourism connected to Route 66, and opportunities to strengthen local food systems. These ideas are intended to stimulate discussion about how traditional acequia knowledge and community values might inform innovative approaches to sustainable development.

In addition to its educational and cultural potential, the concept invites partners to explore new models of community-centered economic development. By building upon the area's existing cultural, agricultural, and environmental assets, the partnership could evaluate opportunities to support local entrepreneurs, farmers, heritage tourism, small businesses, workforce development, and regional investment. Rather than viewing economic development as separate from conservation, the concept explores how protecting land, water, and cultural heritage could become the foundation for a resilient local economy that benefits both current and future generations.

The concept also provides a framework for exploring partnerships among CESOSS, the South Valley Regional Association of Acequias (SVRAA), Bernalillo County, the Middle Rio Grande Conservancy District, the City of Albuquerque, schools, universities, community organizations, and residents. Through an inclusive planning process, partners can evaluate opportunities, priorities, community needs, funding strategies, and governance models before determining whether and how any future projects should move forward.



Ultimately, this concept invites stakeholders to consider how protecting land, water, history, and community knowledge could contribute to a resilient future for the South Valley. It serves as a starting point for dialogue and collaboration rather than a commitment to a specific development, recognizing that any future direction should be guided by community input, partner participation, and shared decision-making.

Reservoir Storage Status

Jul 8, 2026 data



— BUREAU OF —
RECLAMATION

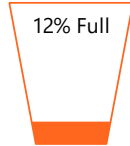
Heron

**Active
Conservation**



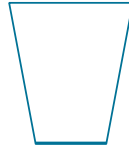
401,000 acre-ft

**Current
Content**



49,039 acre-ft

MRGCD



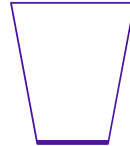
5,123 acre-ft

ABCWUA



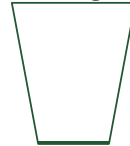
28,598 acre-ft

**Other SJC
Contractors**



8,488 acre-ft

**Project
Storage**



6,272 acre-ft

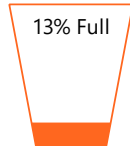
El Vado

**Restricted
Conservation***



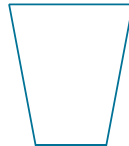
184,343 acre-ft

**Current
Content**



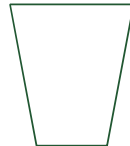
23,326 acre-ft

**MRGCD SJC
& EDW**



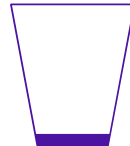
1,556 acre-ft

**Rio Grande
& USBR EDW**



-0 acre-ft

**Other SJC
Contractors**



11,511 acre-ft

Combined**

**Prior &
Paramount**



16,662 acre-ft

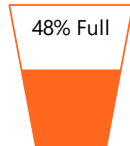
Abiquiu

**Active
Conservation**



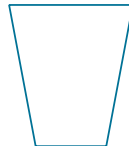
229,199 acre-ft

**Current
Content**



109,122 acre-ft

MRGCD SJC



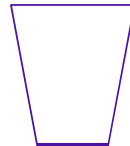
0 acre-ft

ABCWUA



93,762 acre-ft

**Other SJC
Contractors**



3,942 acre-ft

USBR



0 acre-ft

Cochiti

**Current
Content**



42,007 acre-ft

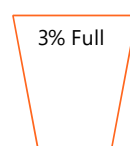
Elephant Butte and Caballo

**Active
Conservation*****



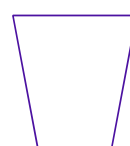
2,249,520 acre-ft

**Combined
Current Content**

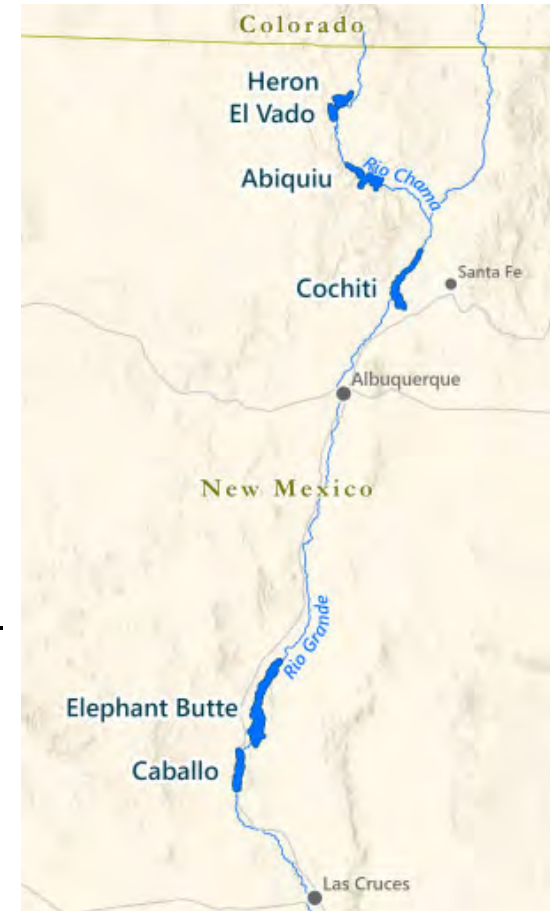


77,446 acre-ft

SJC Content****



3,702 acre-ft



* 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 (7-9-2026)

1. Heron Summary

Content:	7,085	ac-ft	(7/9/2026)
Azotea Tunnel:	0	cfs	
Total SJ-C Inflow (2026):	32,490	ac-ft	
Currently Releasing:	35	cfs	
Current MRGCD Storage:	5,123	ac-ft	

2. El Vado Summary

Content:	23,326	ac-ft	(7/9/2026)
Rio Grande Storage:	10,259	ac-ft	
MRGCD SJ-C Storage:	1,556	ac-ft	
P&P:	10,259	ac-ft	
Other SJ-C Contractors:	11,511	ac-ft	
Current Release:	100	cfs	RG Inflow: 15-50 cfs

3. Abiquiu Summary

Content:	107,879	ac-ft	(7/9/2026)
MRGCD SJ-C Storage:	0	ac-ft	
P&P:	6,403	ac-ft	

Total Supplemental Water Released (2026): 2,415 ac-ft

Precipitation to date for Water Year 2026 to 7/9 (% Median; NRCS SNOTEL)

Rio Chama Basin.....	71%
Upper Rio Grande Basin.....	83%
Sangre de Cristo Basin.....	63%
Jemez Basin.....	72%
San Juan River Basin.....	89%

- 2026 was the worst snow season on record for New Mexico and the Rio Grande Basin, with snowpack between 32-53% below the previous recorded low on April 1.
- SNOTEL stations in New Mexico melted out an average of 44 days earlier than normal, which is the largest anomaly documented for any state.
- 8,903 ac-ft of water stored for irrigation on the P&P lands has been released from May 23 to July 8.
- There are 89 miles of river channel drying in five segments between Cochiti Dam and Elephant Butte Reservoir.

Corrales Siphon Reconstruction Progress Update

MRGCD

7/13/26



Corrales Siphon Reconstruction

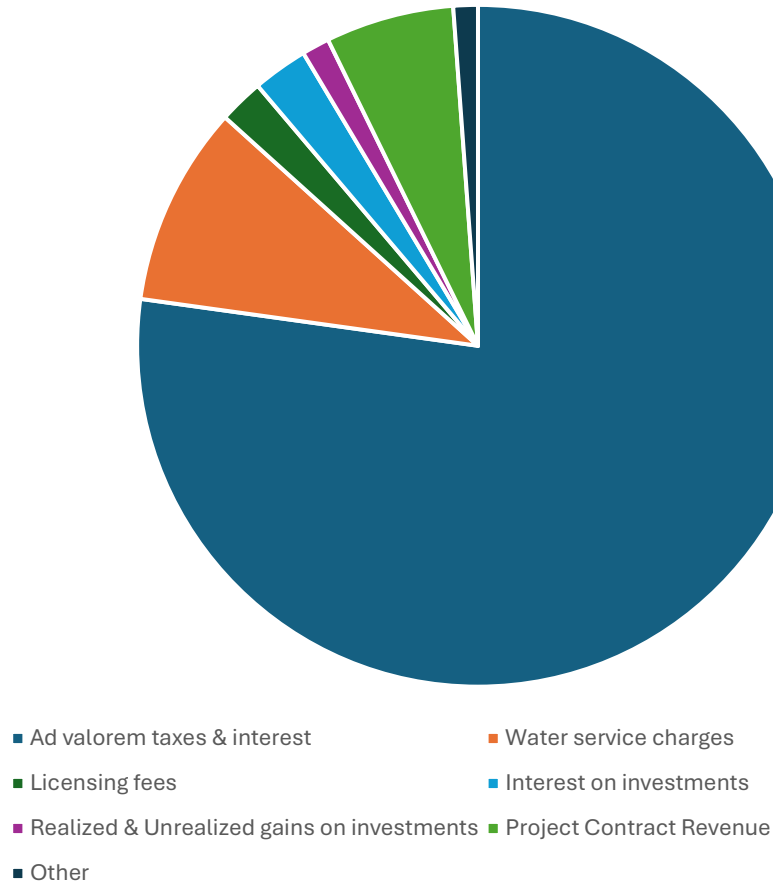
Work Update

- Conductor Casing Installed
- Horizontal Direction Drilling (HDD) site preparation kicked off last week
- HDD Mobilization this week.
- HDD Work Anticipated to continue for 2-3 Months
- Site work near end of project to finalize following drilling and pipe pull through

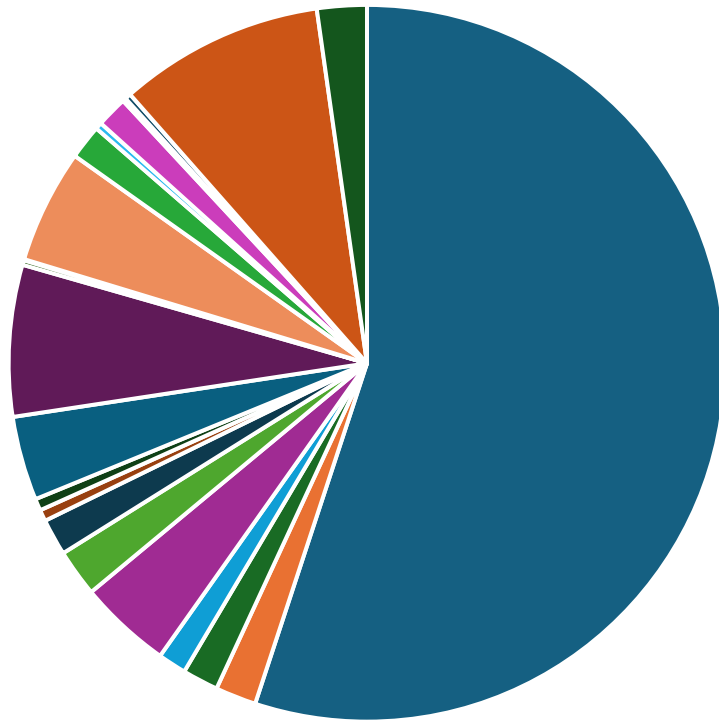


Appendix VII

General Fund FY 2026 Revenue YTD



General Fund FY2026 Expenditures YTD



- | | |
|---|--------------------------------------|
| ■ Salaries & fringes | ■ Employee & board related costs |
| ■ General & administrative expenses | ■ Professional services |
| ■ Insurance & legal services | ■ Technology & communication |
| ■ Ad valorem collection fees | ■ Utilities |
| ■ Facility maintenance | ■ Division maintenance, const, rehab |
| ■ Vehicle & equipment O&M | ■ Conservation program |
| ■ Safety program | ■ Federal O&M services |
| ■ Govern/assoc agreements, community outreach | ■ Watershed management |
| ■ Projects | ■ Endangered species act projects |
| ■ Lease & SBITA Payments | ■ Capital expenditures |
| ■ Debt service principal retirement | |

Middle Rio Grande Conservancy District
Budget to Actual - General Fund (1) FY2026
For the Periods Ending June 30, 2026

Line	Original Budget	Encmbr rolled forward	Original Budget + Encmbr RF	Budget Adjustment	Revised Budget	Variance with Original Budget- Over(under) Final Budget	Actual	Encumbrances	(Under)/Over
REVENUES									
1 Ad valorem taxes & interest- Sandoval County	2,411,280		2,411,280		2,411,280	-	2,504,132	-	92,852
2 Ad valorem taxes & interest- Bernalillo County	16,338,510		16,338,510		16,338,510	-	17,466,343	-	1,127,833
3 Ad valorem taxes & interest -Valencia County	4,809,780		4,809,780		4,809,780	-	5,296,791	-	487,011
4 Ad valorem taxes & interest-Socorro County	675,250		675,250		675,250	-	692,067	-	16,817
5 Water service charges	3,150,885		3,150,885		3,150,885	-	3,145,671	-	(5,214)
6 Alternative curtailment location fees	23,000		23,000		23,000	-	45,860	-	22,860
7 Licensing fees	63,505		63,505		63,505	-	713,503	-	649,998
8 Interest on investments	600,000		600,000		600,000	-	882,401	-	282,401
9 Realized gains/(loss) on investments	-		-		-	-	6,363	-	6,363
10 Unrealized Gain/(loss) on investments	-		-		-	-	434,315	-	434,315
11 Project Contract Revenue - federal	1,673,750		1,673,750		1,673,750	-	1,673,000	-	(750)
12 Project Contract Revenue - local	365,000		365,000		365,000	-	374,472	-	9,472
13 Operating and capital grants	-		-		-	-	-	-	-
14 Other	113,000		113,000	232,926	345,926	232,926	391,312	200	45,586
15 Total revenues	30,223,960	-	30,223,960	232,926	30,456,886	232,926	33,626,230	200	3,169,544
EXPENDITURES									
16 Salaries	12,940,188		12,940,188		12,895,346	(44,842)	12,969,217	-	73,871
17 Employee benefits	5,188,933		5,188,933		5,194,333	5,400	5,066,373	-	(127,960)
18 Employee & board related costs	778,298	540	778,838		655,376	(122,922)	604,427	5,190	(45,759)
19 General & administrative expenses	403,898	128,060	531,958		649,631	245,733	530,937	45,485	(73,209)
20 Professional services	594,485	80,794	675,279		642,186	47,701	419,120	68,916	(154,150)
21 Insurance & legal services	1,503,405	26,570	1,529,975		1,449,021	(54,384)	1,370,133	69,164	(9,724)
22 Technology & communication	750,019	11,359	761,378		776,893	26,874	697,888	42,738	(36,267)
23 Ad valorem collection fees	511,545		511,545		540,853	29,308	540,491	-	(362)
24 Utilities	160,200		160,200		178,150	17,950	169,101	-	(9,049)
25 Facility maintenance	90,000	12,073	102,073		192,907	102,907	174,605	12,020	(6,282)
26 Division maintenance, const, rehab	1,522,900	3,277	1,526,177		1,380,249	(142,651)	1,243,978	13,653	(122,618)
27 Vehicle & equipment O&M	2,165,100	18,740	2,183,840		2,524,239	359,139	2,237,327	9,459	(277,453)
28 Conservation program	150,000	14,523	164,523		123,168	(26,832)	68,972	-	(54,196)
29 Safety program	21,400	2,295	23,695		19,369	(2,031)	15,346	35	(3,988)
30 Federal O&M services	1,826,304	81,817	1,908,121		1,765,539	(60,765)	1,681,686	82,162	(1,691)
31 Govern/assoc agreements, communityoutreach	448,755	51,887	500,642	232,926	733,568	284,813	507,818	23,230	(202,520)
32 Watershed management	100,000		100,000		100,000	-	100,000	-	-
33 Projects	336,000	38,549	374,549		456,492	120,492	459,286	61,046	63,840
34 Endangered species act projects	150,000		150,000		150,000	-	49,911	-	(100,089)
Lease & SBITA Payments	32,648	6,477	39,125		94,881	62,233	88,246	-	(6,635)
35 Capital expenditures	4,228,882	364,781	4,593,663	1,107,639	5,818,278	1,589,396	3,031,193	3,031,218	244,133
Debt service principal retirement	-	-	-	734,860	734,860	734,860	734,860	-	-
36 Total expenditures	33,902,960	841,742	34,744,702	2,075,425	37,075,339	3,172,379	32,760,915	3,464,316	(850,108)
Excess (deficiency) of revenues less									
37 Expenditures	(3,679,000)	(841,742)	(4,520,742)	(1,842,499)	(6,618,453)	(2,939,453)	865,315	(3,464,116)	4,019,652
OTHER FINANCING SOURCES (USES)									
38 Loan proceeds	4,000,000		4,000,000		4,000,000	-	3,966,993	-	(33,005)
39 Lease financing	-		-		-	-	-	-	-
40 Equipment disposition proceeds	50,000		50,000		50,000	-	141,948	-	91,948
41 Transfers in	-		-		-	-	34,542	-	34,542
42 Transfers out	(371,000)	-	(371,000)	-	(115,788)	255,212	(115,788)	-	-
44 Total other financing sources and (uses)	3,679,000	-	3,679,000	-	3,934,212	255,212	4,027,697	-	93,485
45 Net change in fund balance	-	(841,742)	(841,742)	(1,842,499)	(2,684,241)	(2,684,241)	4,893,012	(3,464,116)	4,113,137

Middle Rio Grande Conservancy District
General Fund - Comparison of FY 26 to FY 25 Actual Revenues & Expenditures
For the Periods Ending June 30, 2026

Line	2025 Actual	2026 Actual	Increase (Decrease) FY26 over FY25
REVENUES			
1 Ad valorem taxes & interest- Sandoval County	2,364,679	2,504,132	139,453
2 Ad valorem taxes & interest- Bernalillo County	16,386,509	17,466,342	1,079,833
3 Ad valorem taxes & interest -Valencia County	4,916,172	5,296,791	380,619
4 Ad valorem taxes & interest-Socorro County	772,400	692,067	(80,333)
5 Water service charges	2,764,262	3,145,671	381,409
6 Alternative curtailment location fees	48,341	45,860	(2,481)
7 Licensing fees	80,490	713,503	633,013
8 Interest on investments	856,440	882,401	25,961
9 Realized gains/(loss) on investments	56,049	6,363	(49,686)
10 Unrealized gain/(loss) on investments	199,722	434,315	234,593
11 Project Contract Revenue - federal	1,050,000	1,673,000	623,000
12 Project Contract Revenue - local	359,023	374,472	15,449
13 Operating and capital grants	-	-	-
14 Other	133,000	391,312	258,312
15 Total revenues	29,987,087	33,626,229	3,639,142
EXPENDITURES			
16 Salaries	11,938,194	12,969,216	1,031,022
17 Employee benefits	4,797,767	5,066,373	268,606
18 Employee & board related costs	388,897	604,427	215,530
19 General & administrative expenses	438,592	530,937	92,345
20 Professional services	399,941	419,120	19,179
21 Insurance & legal services	1,443,394	1,370,133	(73,261)
22 Technology & communication	629,730	697,888	68,158
23 Ad valorem collection fees	515,654	540,491	24,837
24 Utilities	167,262	169,101	1,839
25 Facility maintenance	92,979	174,605	81,626
26 Division maintenance, const, rehab	1,308,425	1,243,978	(64,447)
27 Vehicle & equipment O&M	2,095,326	2,237,327	142,001
28 Conservation program	52,194	68,972	16,778
29 Safety program	10,635	15,346	4,711
30 Federal O&M services	1,763,085	1,681,686	(81,399)
O&M services Low Flow	-	-	-
31 Govern/assoc agreements, community outreach	208,805	507,818	299,013
32 Watershed management	100,000	100,000	-
33 Projects	103,206	459,286	356,080
34 Endangered species act projects	66,984	49,911	(17,073)
Lease & SBITA Payments	69,608	88,246	18,638
35 Capital expenditures	1,788,806	3,031,193	1,242,387
36 Total expenditures	28,379,484	32,026,054	3,646,570
37 Excess (deficiency) of revenues less Expenditures	1,607,603	1,600,175	(7,428)
OTHER FINANCING SOURCES (USES)			
38 Loan proceeds	-	3,966,995	3,966,995
39 Lease financing	285,239	-	(285,239)
40 Equipment disposition proceeds	13,051	141,947	128,896
41 Transfers in	139,547	34,542	(105,005)
42 Transfers out	-	(115,788)	(115,788)
43 Total other financing sources and (uses)	437,837	4,027,696	3,589,859
44 Net change in fund balance	\$ 2,045,440	\$ 5,627,871	\$ 3,582,431

Middle Rio Grande Conservancy District
Budget to Actual - Long-Term Assets Fund (4) FY2026
For the Periods Ending June 30, 2026

Line	Original Budget FY25	Encmbr rolled forward	Original Budget + Encmbr RF	Budget Adjustment	Revised Budget	Original Budget- Over(under) Final Budget	Actual	Encumbrances	(Under)/Over
REVENUES									
6 Interest on investments	50,000		50,000		50,000	-	42,641	-	(7,359)
7 Realized gains/(loss) on investments	-		-		-	-	-	-	-
8 Unrealized Gain/(loss) on investments	-		-		-	-	-	-	-
9 Project contract revenue - federal	-		-		-	-	-	-	-
10 Project Contract Revenue - Local	-		-		-	-	-	-	-
11 Operating and Capital Grants	-		-		-	-	-	-	-
12 Other	-		-		-	-	-	-	-
13 Total revenues	50,000	-	50,000	-	50,000	-	42,641	-	(7,359)
EXPENDITURES									
17 General & administrative expenses	(400)		(400)		400	800	539	-	139
39 Capital expenditures	-		-	433,691	433,692	433,692	433,692	-	-
40 Total expenditures	(400)	-	(400)	433,691	434,092	434,492	434,231	-	139
8 Excess (deficiency) of revenues less Expenditures	50,400	-	50,400	(433,691)	(384,092)	(434,492)	(391,590)	-	(7,498)
OTHER FINANCING SOURCES (USES)									
12 Transfers in	-		-		-	-	-	-	-
13 Transfers out - capital investment fund	-		-	-	-	-	-	-	-
14 Transfers out - grants	-		-		-	-	-	-	-
15 Total other financing sources and (uses)	-	-	-	-	-	-	-	-	-
16 Net change in fund balance	50,400	-	50,400	(433,691)	(384,092)	(434,492)	(391,590)	-	(7,498)

Middle Rio Grande Conservancy District
Budget to Actual - Debt Service Fund (7) FY2026
For the Periods Ending June 30, 2026

Line	Original Budget	Encumbrances rolled forward	Original Budget + Encumbr RF	Budget Adjustments	Revised Budget	Variance with Original Budget- Over(under) Final Budget	Actual	Encumbrances	(Under)/Over
REVENUES									
1a Ad Valorem Taxes & Interest - Sandoval County	-	-	-	-	-	-	-	-	-
1b Ad Valorem Taxes & Interest- Bernalillo County	-	-	-	-	-	-	-	-	-
1c Ad Valorem Taxes Interest -Valencia County	-	-	-	-	-	-	-	-	-
1d Ad Valorem Taxes Interest -Socorro County	-	-	-	-	-	-	-	-	-
3 Water Service Charges	-	-	-	-	-	-	-	-	-
4 Alternative Curtailment Location Fees	-	-	-	-	-	-	-	-	-
5 Licensing Fees	-	-	-	-	-	-	-	-	-
1 Interest on investments	22,000	-	22,000	-	22,000	-	40,286	-	18,286
7 Realized gains/(loss) on investments	-	-	-	-	-	-	-	-	-
8 Unrealized Gain/(loss) on investments	-	-	-	-	-	-	-	-	-
9 Project Contract Revenue - Federal	-	-	-	-	-	-	-	-	-
7 Project Contract Revenue - Local	-	-	-	-	-	-	-	-	-
10 Operating and Capital Grants	-	-	-	-	-	-	-	-	-
2 Other	-	-	-	-	-	-	-	-	-
3 Total revenues	22,000	-	22,000	-	22,000	-	\$ 40,286	-	\$ 18,286
EXPENDITURES									
40 Debt service principal retirement	1,018,961	-	1,018,961	(206,975)	811,986	(206,975)	683,856	-	(128,130)
41 Debt service interest	167,961	-	167,961	(48,237)	119,724	(48,237)	95,479	-	(24,245)
43 Total expenditures	1,186,922	-	1,186,922	(255,212)	931,710	(255,212)	779,335	-	(152,375)
8 Excess (deficiency) of revenues less Expenditures	(1,164,922)	-	(1,164,922)	255,212	(909,710)	255,212	(739,049)	-	170,661
OTHER FINANCING SOURCES (USES)									
9 Loan Proceeds	-	-	-	-	-	-	440,778	-	440,778
10 Lease Financing	-	-	-	-	-	-	-	-	-
11 Equipment disposition proceeds	-	-	-	-	-	-	-	-	-
12 Transfers in	1,186,922	-	1,186,922	(255,212)	931,710	(255,212)	860,278	-	(71,432)
13 Transfers out	-	-	-	-	-	-	-	-	-
14 Transfers out - grants	-	-	-	-	-	-	-	-	-
15 Total other financing sources and (uses)	1,186,922	-	1,186,922	(255,212)	931,710	(255,212)	1,301,056	-	369,346
16 Net change in fund balance	\$ 22,000	\$ -	\$ 22,000	\$ -	\$ 22,000	\$ -	\$ 562,007	-	\$ 540,007

Middle Rio Grande Conservancy District
Budget to Actual - Grants Fund (8) FY2026
For the Periods Ending June 30, 2026

Line	Original Budget	Encumbrances rolled forward	Original Budget + Encmbr RF	Budget Adjustments	Revised Budget	Variance with Original Budget- Over(under) Final Budget	Actual	Encumbrances
REVENUES								
Operating and Capital Grants								
1 Federal	1,600,000		1,600,000	108,485	1,708,485	108,485	947,337	-
2 State & local	20,954,014		20,954,014	4,052,969	26,267,047	5,313,033	20,888,853	-
3 Other	-		-	1,260,064	-	-	-	-
4 Total revenues	22,554,014	-	22,554,014	5,421,518	27,975,532	5,421,518	21,836,190	-
EXPENDITURES								
Grant Expenditures								
5 General & administrative expenses	-	-	-	-	-	-	-	-
6 Professional services	200,000	89,305	289,305	3,470,317	4,195,141	3,995,141	1,843,581	(662,053)
7 Lease payments	175,000	550,175	725,175		706,099	531,099	549,374	-
8 Projects	-	-	-	-	-	-	-	-
O&M services Low Flow	6,915,587	6,278,288	13,193,875	(6,665,448)	6,528,426	(387,161)	6,529,227	-
9 Construction, rehab projects	-	-	-	88,641	200,123	200,123	153,952	(46,267)
Loan Expenditures								
10 Loan professional services	-	-	-	-	-	-	-	-
11 Loan grant expenditures	-	-	-	-	-	-	-	-
Match Expenditures								
12 Match professional services	-	2,068	2,068		195,237	195,237	1,457	-
13 Match grant expenditures	-	-	-	-	-	-	-	-
14 Project match	-	-	-	-	-	-	-	-
Capital Expenditures								
15 Grant capital expenditures	15,263,427	1,324,139	16,587,566	1,667,493	17,727,135	2,463,708	12,446,990	(4,507,049)
16 Loan capital expenditures	1,361,414		1,361,414	176,256	1,537,670	176,256	1,075,372	(415,883)
17 Match capital expenditures	5,309,867		5,309,867	(200,000)	4,916,698	(393,169)	2,420,137	(1,558,307)
18 Total expenditures	29,225,295	8,243,975	37,469,270	(1,462,741)	36,006,529	6,781,234	25,020,090	(7,189,559)
19 Excess (deficiency) of revenues less expenditures	(6,671,281)	(8,243,975)	(14,915,256)	6,884,259	(8,030,997)	\$ 6,781,234	(3,183,900)	7,189,559
OTHER FINANCING SOURCES (USES)								
20 Loan proceeds	1,361,414		1,361,414	176,256	1,537,670	176,256	1,075,372	-
23 Transfers in - Match from cap inv fund	5,309,867		5,309,867	(200,000)	5,109,867	(200,000)	2,420,293	-
24 Transfers out - Indirect overhead to gen fund	-		-	(32,052)	(32,052)	(32,052)	(34,542)	-
26 Total other financing sources and (uses)	6,671,281	-	6,671,281	(55,796)	6,615,485	(55,796)	3,461,123	-
27 Net change in fund balance	\$ -	\$ (8,243,975)	\$ (8,243,975)	\$ 6,828,463	\$ (1,415,512)	\$ 6,725,438	\$ 277,223	\$ 7,189,559

Middle Rio Grande Conservancy District
Budget to Actual - Capital Investment Fund (9) FY2026
For the Periods Ending June 30, 2026

Line	Original Budget	Encumbrances rolled forward	Original Budget + Encmbr RF	Budget Adjustment	Revised Budget	Variance with Original Budget- Over(under) Final Budget	Actual	Encumbrances	(Under)/Over
REVENUES									
1a Ad valorem taxes & interest- Sandoval County	429,910		429,910		429,910	-	466,134	-	36,224
1b Ad valorem taxes & interest- Bernalillo County	2,953,734		2,953,734		2,953,734	-	3,231,147	-	277,413
1c Ad valorem taxes & interest -Valencia County	890,126		890,126		890,126	-	975,320	-	85,194
1d Ad valorem taxes & interest-Socorro County	123,730		123,730		123,730	-	122,461	-	(1,269)
6 Interest on investments	-		-		-	-	14,184	-	14,184
3 Other	-		-		-	-	-	-	-
4 Total revenues	4,397,500	-	4,397,500		4,397,500	-	4,809,246	-	411,746
EXPENDITURES									
5 Ad valorem collection fees	92,653		92,653		92,653	-	99,217	-	6,564
6 Projects	300,000	67,408	367,408		367,408	67,408	367,408	-	-
9 Capital expenditures	-	784,606	784,606		984,606	984,606	934,857	19,219	(30,530)
10 Total expenditures	392,653	852,014	1,244,667	-	1,444,667	1,052,014	1,401,482	19,219	(23,966)
11 Excess (deficiency) of revenues less Expenditures	4,004,847	(852,014)	3,152,833	-	2,952,833	(1,052,014)	3,407,764	(19,219)	435,712
OTHER FINANCING SOURCES (USES)									
12 Loan proceeds	-		-		-	-	-	-	-
13 Lease financing	-		-		-	-	-	-	-
14 Equipment disposition proceeds	-		-		-	-	-	-	-
15 Transfers in	-		-		-	-	-	-	-
16 Transfers out	(6,125,789)		(6,125,789)		(5,925,789)	200,000	(3,164,784)	-	2,761,005
17 Total other financing sources and (uses)	(6,125,789)	-	(6,125,789)	-	(5,925,789)	200,000	(3,164,784)	-	2,761,005
18 Net change in fund balance	(2,120,942)	(852,014)	(2,972,956)	-	(2,972,956)	(852,014)	242,980	(19,219)	3,196,717

Cash Balances

ACCOUNT	ACCOUNT NAME	END BALANCE
0100000 11100	CASH - G/F OPERATING ACCT	2,015,910.63
0100000 11120	CASH - G/F PAYROLL	0
0100000 11130	CASH - G/F BASIC FLEX PLAN	11,920.53
0100000 11140	CASH - G/F ASSESSMENT DRAWERS	300
0100000 11141	CASH - G/F PETTY CASH FUND	550
0700000 11150 31301	NMFA CASH DEBT SERVICING	56,147.04
0700000 11150 31302	NMFA CASH DEBT SERVICING	40,234.42
0700000 11150 31303	NMFA CASH DEBT SERVICING	88,792.02
0700000 11150 31304	NMFA CASH DEBT SERVICING	116,089.63
0700000 11160 31301	NMFA CASH RESERVE BOKF,NA	282,933.25
0700000 11160 31302	NMFA CASH RESERVE BOKF,NA	103,312.43
0700000 11160 31303	NMFA CASH RESERVE BOKF,NA	340,729.35
0700000 11160 31304	NMFA CASH RESERVE BOKF,NA	443,911.08
0100000 11170 31304	NMFA PROGRAM FUNDS BOKF,NA	3,489,832.50
0900000 11170 31303	NMFA PROGRAM FUNDS BOKF,NA	103,789.13
0100000 11180 31310	CASH-US BANK INVESTMENTS	148,667.20
0100000 11180 31311	CASH-US BANK INVESTMENTS LIQ	3,254,398.25
0100000 11182 31313	ST. INV COUNCIL- ENDOWMENT INV	6,557,773.00
0100000 11183 31323	US BANK ENDOWMENT INV	3,014,860.95
0100000 11183 31333	US BANK ENDOWMENT INV	129,251.48
0400000 12351	LGIP LEVEE PROJECTS DISTRICT	1,247,547.46
0400000 12352	LGIP LEVEE PROJECTS AMAFCA	484,213.70
0400000 12353	LGIP LEVEE PROJECTS BERNALILL	93,057.25
0100000 12500	LGIP GENERAL FUND	14,119,268.88
0100000 12700	LGIP CAPITAL RESERVE FUND	1,874,544.19
0100000 19000	INTERFUND CASH	-2,377,371.40
0400000 19000	INTERFUND CASH	-428,691.53
0700000 19000	INTERFUND CASH	0
0800000 19000	INTERFUND CASH	-392,775.77
0900000 19000	INTERFUND CASH	3,198,838.70
	Total	<u>38,018,034.37</u>

To: Board of Directors
From: Pam Fanelli
Date: July 9, 2026
Subject: YTD 4Q FY2026 Financial Information

General Fund – Budget to Actual

The District budgeted for a balanced General Fund in FY26.

Budget adjustments were made throughout the year to incorporate unbudgeted items. The total amount of budget adjustments to be pulled from the fund balance was \$2,684,241, consisting of \$1,842,499 for the Belen Highline Rundown, to pay the Isleta Settlement, and for prior year encumbrances of \$841,742.

Revenues (excluding other financing sources ytd through July 9, 2026):

- Actual revenues total \$33,626,230.
- Ad Valorem revenues are trending approximately \$1,724,513 above budget. An additional \$500,000 is anticipated in July.
- Additional revenues above budget include:
 - o Licensing fees: \$649,998 higher than budgeted due to the modified licensing fee schedule.
 - o Interest on investments: \$282,401 higher than budgeted.
 - o Realized and unrealized gains on investments: \$434,315 (not budgeted).

Expenditures (excluding transfers):

- Actual expenditures total \$32,760,915, compared to revised budgeted expenditures of \$37,075,339.
- FY2026 encumbrances total \$3,464,316, bringing total expenditures plus encumbrances to \$36,225,231.

A projected surplus of \$1.9 million is expected for the General Fund, primarily due to revenue surpluses of \$3.1 million, projected expenditure surplus \$600 thousand (including projected expenditures), offset by additional expenditures of \$1.8 million.

Major expenditure categories trending higher than FY2025 include:

- **Salaries and employee benefits:** Increased due to union negotiations.
- **Employee and Board Related Costs:** FY26 was an election year
- **Vehicle & Equipment Maintenance:** Higher costs from increased parts and repairs
- **Governmental Agreements:** Additional agreements were added in FY26; some were offset by additional revenues
- **Capital expenditures:** Secured equipment with a loan, paid for the Belen Highline Rundown #2

Long Term Assets Fund (Levee) – 4Q FY2026 Budget to Actual

Revenues:

- \$42,641 primarily from interest earned on cash with LGIP.

Expenditures:

- Right-of-way purchase for the Albuquerque Levee \$123,000, Additional amount due to USACE for the Bernalillo to Belen Levee Design \$310,000.

Debt Service Fund – 4Q FY2026 Budget to Actual

Revenues:

- \$40,286 from interest earned on cash with NMFA. (need to add June once statements are received)

Expenditures:

- Total debt service expenditures: \$779,335, comprising principal payments of \$683,856 and interest payments of \$95,479.
- Monthly transfers from the Capital Investment Fund totaled \$860,278.

Grant Fund – 4Q FY2026 Budget to Actual

Revenues:

- Year-to-date grant revenues total \$21,836,190. The current negative cash balance reflects billed but not yet received grant funds or grants to be billed once checks have cleared. Fund balance will net to zero once all grants have been billed.
- Loan proceeds total \$461,261 and transfers-in from the Capital Investment Fund total \$862,498.

The District originally budgeted \$27,975,532 in grant revenue/expenditures. Approximately \$8.0 million (Including Transfers) is expected to remain unspent and will be re-budgeted in FY2027, due to delays in the following projects:

- **G3736 Corrales Siphon Grant (\$6,000,000):** Delayed due construction and right-of-way issues.
- **G3745 Socorro Canal Lining Phase 2 (\$500,000):** Extension granted; will bid out phase 3 in FY27.
- **G3752 NFWF Grant (\$600,000):** Delay in signing the grant. Budgeted in FY27.

Expenditures:

- Total \$25,020,090 (excluding other financing sources). A transfer was made to the General Fund for \$34,542 for Indirect Overhead Charges.

Capital Investment Fund – 4Q FY2026 Budget to Actual

Revenues:

- \$4,809,246 including Ad Valorem revenues through June. An additional distribution is expected in July. Actual revenues came in \$400 thousand above budgeted revenues.

Expenditures:

- Total expenditures: \$1,401,482, including:
 - o Equipment: \$784,606.
 - o Projects: Allison Lateral/ New Belen Wasteway \$150,251.
 - o Corrales Siphon Pumping \$367,408
 - o Ad Valorem collection fees: \$99,217.

Transfers:

- \$744,467 to the Debt Service Fund.
- \$2,420,316 to the Grant Fund.

Cash balances for each fund are shown in the Balance Sheet. Unaudited cash balances in the general ledger total \$38,018,034.

Cash Balances			
ACCOUNT		ACCOUNT NAME	END BALANCE
0100000 11100		CASH - G/F OPERATING ACCT	2,015,910.63
0100000 11120		CASH - G/F PAYROLL	0
0100000 11130		CASH - G/F BASIC FLEX PLAN	11,920.53
0100000 11140		CASH - G/F ASSESSMENT DRAWERS	300
0100000 11141		CASH - G/F PETTY CASH FUND	550
0700000 11150 31301		NMFA CASH DEBT SERVICING	56,147.04
0700000 11150 31302		NMFA CASH DEBT SERVICING	40,234.42
0700000 11150 31303		NMFA CASH DEBT SERVICING	88,792.02
0700000 11150 31304		NMFA CASH DEBT SERVICING	116,089.63
0700000 11160 31301		NMFA CASH RESERVE BOKF,NA	282,933.25
0700000 11160 31302		NMFA CASH RESERVE BOKF,NA	103,312.43
0700000 11160 31303		NMFA CASH RESERVE BOKF,NA	340,729.35
0700000 11160 31304		NMFA CASH RESERVE BOKF,NA	443,911.08
0100000 11170 31304		NMFA PROGRAM FUNDS BOKF,NA	3,489,832.50
0900000 11170 31303		NMFA PROGRAM FUNDS BOKF,NA	103,789.13
0100000 11180 31310		CASH-US BANK INVESTMENTS	148,667.20
0100000 11180 31311		CASH-US BANK INVESTMENTS LIQ	3,254,398.25
0100000 11182 31313		ST. INV COUNCIL- ENDOWMENT INV	6,557,773.00
0100000 11183 31323		US BANK ENDOWMENT INV	3,014,860.95
0100000 11183 31333		US BANK ENDOWMENT INV	129,251.48
0400000 12351		LGIP LEVEE PROJECTS DISTRICT	1,247,547.46
0400000 12352		LGIP LEVEE PROJECTS AMAFCA	484,213.70
0400000 12353		LGIP LEVEE PROJECTS BERNALILL	93,057.25
0100000 12500		LGIP GENERAL FUND	14,119,268.88
0100000 12700		LGIP CAPITAL RESERVE FUND	1,874,544.19
0100000 19000		INTERFUND CASH	-2,377,371.40
0400000 19000		INTERFUND CASH	-428,691.53
0700000 19000		INTERFUND CASH	0
0800000 19000		INTERFUND CASH	-392,775.77
0900000 19000		INTERFUND CASH	3,198,838.70
		Total	38,018,034.37



Socorro Touch a Truck – June 25 Socorro Public Library



Appendix IX

Director Russo Baca Board Reports July 2026

Report on Corrales Farmers Co-Op Meeting, June 9, 2026

Director Russo Baca attended the Corrales Farmers Co-Op meeting at the invitation of participants she met during MRGCD's Sandoval County Community & Farmers Informational Meeting. Director Russo Baca provided an overview of the Middle Rio Grande Conservancy District, including its mission, water management responsibilities, and current irrigation operations, with particular emphasis on MRGCD's conservation programs and opportunities available to agricultural producers. The meeting provided an opportunity to answer questions regarding irrigation operations, water conservation, and the District's ongoing efforts to support agriculture while strengthening relationships with the Corrales farming community.

Report on the VCSWCD Conservation Camp, June 10, 2026

Director Russo Baca participated in the Valencia County Soil and Water Conservation District's annual Conservation Camp, an educational program sponsored in part by the Middle Rio Grande Conservancy District that introduces youth to agriculture, conservation, and natural resource stewardship through hands-on learning experiences. Director Russo Baca presented an overview of the MRGCD, discussing the District's mission, irrigation system, and the importance of responsible water management in supporting agriculture throughout the Middle Rio Grande Valley. Drawing on her own experience as a livestock producer, Director Russo Baca also led demonstrations on dairy goat management and milking, providing campers with the opportunity to learn firsthand about animal husbandry and the connection between water, agriculture, and food production. Throughout the day, campers participated in interactive activities focused on livestock, farming, wildlife, soils, and conservation practices. MRGCD's continued sponsorship and participation in the Conservation Camp reflects the District's commitment to agricultural education and inspiring future generations to become responsible stewards of New Mexico's land and water resources.

Report on the 2026 Next Generation Water Summit, June 11-12, 2026

Director Russo Baca attended the 2026 Next Generation Water Summit, which brought together water professionals, builders, developers, engineers, researchers, and policymakers to discuss innovative approaches to water conservation and water reuse in the arid Southwest. This year's theme, *Increasing Demand, Declining Realities*, focused on practical solutions to address growing water demands through conservation, reuse, advanced building technologies, and integrated water management. Presentations explored potable and non-potable water reuse, decentralized water systems, green infrastructure, water-efficient development, and policy initiatives intended to improve long-term water resilience. The conference provided valuable insight into emerging technologies and strategies that may inform future water management practices throughout the Middle Rio Grande Valley.

Report on CESOSS' 2026 Acequia Walk and Talk Acequia Madre Headwaters, June 13, 2026

Director Russo Baca attended the CESOSS Acequia Walk & Talk as an invited representative of MRGCD. Hosted in partnership with the South Valley Regional Association of Acequias, the Walk & Talk series brings together community members to learn about the history, culture, and continuing importance of the South Valley acequia system. Participants discussed the historical development of the Acequia Madre, current challenges facing traditional irrigation systems, community stewardship, and the importance of protecting acequias as both cultural and agricultural resources. The program included guided discussions along the Acequia Madre Headwaters focusing on the role of acequias in irrigation, community stewardship, native vegetation, and the interconnected relationship between water, agriculture, and the bosque. Participants also engaged in bilingual educational activities designed to introduce families and youth to acequia infrastructure, local wildlife, and the natural features that make up the acequia environment.

Report on the MRGCD's Urban Issues Advisory Committee, June 15, 2026

Director Russo Baca, Vice Chair Baugh, and Director Dunning attended the inaugural meeting of the Urban Issues Advisory Committee. Committee members reviewed the committee's purpose and discussed priorities identified through the public application process. The five primary areas of interest identified by applicants included land use and planning/access policies, education and outreach, wildfire and vegetation management, declining cottonwood and native tree canopy, and legislative matters. The meeting established a framework for future discussions and provided an opportunity for committee members to begin identifying priorities affecting urban constituents within the District.

Report on MRGCD's Valencia County Community & Farmers Informational Meeting, June 18, 2026

Director Russo Baca attended MRGCD's Valencia County Community & Farmers Informational Meeting, which was well attended by local farmers, ranchers, elected officials, and community members. District staff provided updates regarding the 2026 irrigation season, available water supplies, infrastructure maintenance, and current operational conditions. Producers expressed concerns regarding reduced water availability, drought conditions, irrigation scheduling, and the challenges facing agriculture during another dry year. The meeting provided an important opportunity for the District to hear directly from water users, answer questions, and continue strengthening communication with Valencia County agricultural producers.

Report on MRGCD's Socorro County Community & Farmers Informational Meeting, June 24, 2026

Director Russo Baca attended MRGCD's Socorro County Community & Farmers Informational Meeting. District staff presented updates regarding water operations, infrastructure maintenance, irrigation scheduling, and current river conditions affecting the Socorro division. Local producers discussed irrigation challenges, water supply conditions, and maintenance concerns while District staff responded to questions and provided updates on ongoing projects. The meeting continued MRGCD's commitment to maintaining open communication with constituents throughout the service area.

Report on the MRGCD Legislative Committee Meeting, June 29, 2026

Director Russo Baca, Vice Chair Baugh, and Director Dunning attended the MRGCD Legislative Committee meeting with District staff and legislative counsel. Committee members reviewed the New Mexico Legislative interim committee schedule, discussed issues anticipated during the upcoming legislative session, and considered potential legislative priorities affecting the District. Discussions included opportunities to improve water infrastructure, support agricultural water management, and monitor legislation that may impact conservancy districts and water management throughout New Mexico.

Report on NM Water Trust Exploratory Committee Meeting, June 30, 2026

Director Russo Baca attended the New Mexico Water Trust Exploratory Committee meeting. Committee members reviewed the draft New Mexico Water Trust Business Plan, including the proposed values statement, discussed a potential WaterSMART Cooperative Watershed Management Program funding opportunity, and considered transitioning the Exploratory Committee into a permanent Advisory Committee. Members also discussed committee membership, organizational structure, and next steps for advancing the New Mexico Water Trust initiative.

Report on MRGCD Field Visit to Sevilleta National Wildlife Refuge, July 1, 2026

Director Russo Baca, Vice Chair Baugh, Director Lopez, and MRGCD Right-of-Way Manager Michael Padilla toured the Sevilleta National Wildlife Refuge with Refuge Manager Jeff Sanchez. The field visit focused on ongoing habitat restoration and water conservation projects within the refuge, including efforts to improve riparian habitat, enhance wildlife resources, and promote efficient water management. The visit provided an opportunity to discuss collaborative conservation approaches and identify areas of mutual interest between MRGCD and the U.S. Fish and Wildlife Service.



Report on the Six Middle Rio Grande Pueblos Coalition Meeting, July 2, 2026

Director Russo Baca attended the Six Middle Rio Grande Pueblos Coalition meeting. Jason Casuga, MRGCD Chief Engineer and CEO, provided an overview of current District operations and initiatives. Anne Marken presented an update on current water conditions and operations, while Alicia Lopez, MRGCD's new Director of Technical Services, introduced herself to Coalition members. The meeting continued the ongoing dialogue between the Coalition and MRGCD regarding issues of mutual interest, including water management, intergovernmental coordination, and continued collaboration throughout the Middle Rio Grande Valley.

Report on CESOSS' 2026 Acequia Walk and Talk Arenal Acequia, July 11, 2026

Director Russo Baca attended the CESOSS Acequia Walk & Talk featuring the Arenal Acequia. Hosted in partnership with the South Valley Regional Association of Acequias, the community event explored the history, operation, and cultural significance of the Arenal Acequia and its role within the South Valley irrigation system. Community members discussed the importance of preserving acequia traditions, maintaining irrigation infrastructure, and protecting the agricultural heritage of the Middle Rio Grande Valley. Director Russo Baca participated in discussions on MRGCD operations and answered questions on irrigation management and District programs.



MEMORANDUM

To: Chairman Kelly, Board of Directors

Through: Jason M. Casuga, CEO/Chief Engineer

From: Casey Ish, Director of Lands and Conservation

Date: August 10, 2026

Re: Consideration/Approval of Executed Licenses for July 2026

Summary: *MRGCD EXECUTED the following licenses for July 2026*

1. **032-2026 – License with Circet USA to install and maintain a buried utility crossing within the San Juan Main Canal right-of-way**
2. **033-2026 – License with Circet USA to install and maintain two (2) aerial utility crossings within the Las Nutrias Lateral right-of-way**
3. **034-2026 – License with Circet USA to install and maintain an aerial utility crossing within the Las Nutrias Lateral right-of-way**
4. **035-2026 – License with Circet USA to install and maintain an aerial utility crossing within the Las Nutrias Lateral right-of-way**
5. **036-2026 – License with Circet USA to install and maintain n aerial utility crossing within the Las Nutrias Lateral right-of-way**
6. **037-2026 – License with Circet USA to install and maintain an aerial utility crossing within the San Juan Acequia right-of-way**
7. **043-2026 – License with Circet USA to install and maintain an aerial utility crossing within the San Juan Main Canal right-of-way**
8. **044-2026 – License with Circet USA to install and maintain an aerial utility crossing within the San Juan Main Canal right-of-way**
9. **045-2026 – License with Circet USA to install and maintain one (1) aerial utility crossing and one (1) parallel aerial utility within the outer northerly 5' of the San Juan Main Canal right-of-way**
10. **046-2026 – License with Circet USA to install and maintain an aerial utility crossing within the San Juan Main Canal right-of-way**
11. **110-2026 – License to maintain an existing 17' x 30' bridge within the Griegos Lateral right-of-way to serve MRGCD map 27 tracts 172A2A1, 172A1, 138A, 208A1, 137E2A, 137E1A in the care of current owner(s) and their successors and/or assigns**
12. **118-2026 – License with Public Service Company of New Mexico to install and maintain an aerial utility crossing within the Hell Canyon Lateral right-of-way**
13. **119-2026 – License with Public Service Company of New Mexico to install and maintain an aerial utility crossing within the Tome Acequia right-of-way**

14. **175-2026 – Special Use License with Albuquerque Asphalt to temporarily store equipment related to the Peyton Rd Project**
15. **228-2025 – License with Gigapower LLC to install and maintain a buried utility crossing within the Derramadera Wasteway right-of-way**
16. **232-2025 – License with Gigapower LLC to install and maintain a buried utility crossing within the Derramadera Acequia right-of-way**
17. **259-2025 – License with Gigapower LLC to install and maintain a buried utility crossing within the Gallegos Lateral right-of-way**
18. **260-2025 – License with Gigapower LLC to install and maintain a buried utility crossing within the Alameda Lateral right-of-way**
19. **263-2025 – License with Gigapower LLC to install and maintain an aerial utility crossing within the Atrisco Acequia right-of-way**
20. **264-2025 – License with Gigapower LLC to install and maintain a buried utility crossing within the Alameda Interior Drain right-of-way**
21. **267-2025 – License with Gigapower LLC to install and maintain a buried utility crossing within the MRGCD rights-of-way**

FACILITY	STATION	GEOCODE
GALLEGOS LATERAL	138+75±	2012GALL
ALAMEDA INTERIOR DRAIN	273+50±	2022ALAD

22. **319-2025 – License with Albuquerque Bernalillo County Water Utility Authority to install and maintain a buried utility line within the Griegos Interior Drain right-of-way**

Reservoir Storage Status

Aug 4, 2026 data



— BUREAU OF —
RECLAMATION

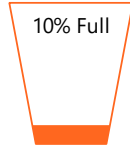
Heron

**Active
Conservation**



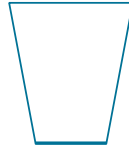
401,000 acre-ft

**Current
Content**



40,819 acre-ft

MRGCD



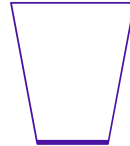
5,449 acre-ft

ABCWUA



22,242 acre-ft

**Other SJC
Contractors**



8,739 acre-ft

**Project
Storage**



3,849 acre-ft

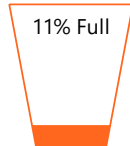
El Vado

**Restricted
Conservation***



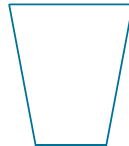
184,343 acre-ft

**Current
Content**



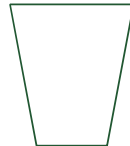
20,587 acre-ft

**MRGCD SJC
& EDW**



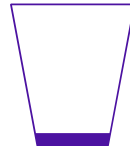
1,539 acre-ft

**Rio Grande
& USBR EDW**



-0 acre-ft

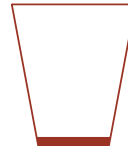
**Other SJC
Contractors**



12,347 acre-ft

Combined**

**Prior &
Paramount**



10,533 acre-ft

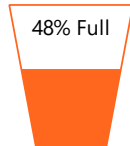
Abiquiu

**Active
Conservation**



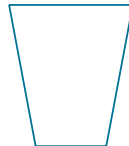
229,199 acre-ft

**Current
Content**



109,868 acre-ft

MRGCD SJC



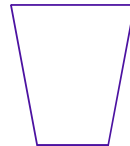
0 acre-ft

ABCWUA



98,894 acre-ft

**Other SJC
Contractors**



2,649 acre-ft

USBR



0 acre-ft

Cochiti

**Current
Content**



41,798 acre-ft

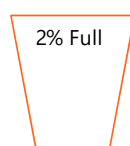
Elephant Butte and Caballo

**Active
Conservation*****



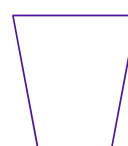
2,249,520 acre-ft

**Combined
Current Content**



41,975 acre-ft

SJC Content****



3,710 acre-ft



* 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 (8-5-2026)

1. Heron Summary

Content:	7,078	ac-ft	(8/5/2026)
Azotea Tunnel:	0	cfs	
Total SJ-C Inflow (2026):	32,490	ac-ft	
Currently Releasing:	35	cfs	
Current MRGCD Storage:	5,449	ac-ft	

2. El Vado Summary

Content:	20,587	ac-ft	(8/5/2026)
Rio Grande Storage:	6,702	ac-ft	
MRGCD SJ-C Storage:	1,539	ac-ft	
P&P:	6,702	ac-ft	
Other SJ-C Contractors:	12,346	ac-ft	
Current Release:	100	cfs	RG Inflow: 15-30 cfs

3. Abiquiu Summary

Content:	108,621	ac-ft	(8/5/2026)
MRGCD SJ-C Storage:	0	ac-ft	
P&P:	3,831	ac-ft	

Total Supplemental Water Released (2026): 2,415 ac-ft

Precipitation to date for Water Year 2026 to 8/5 (% Median; NRCS SNOTEL)

Rio Chama Basin.....	72%
Upper Rio Grande Basin.....	83%
Sangre de Cristo Basin.....	63%
Jemez Basin.....	73%
San Juan River Basin.....	92%

- P&P storage reached a maximum of 27,029 ac-ft on May 12, and irrigation releases began May 23. Approximately 14,635 ac-ft have been released so far with 10,533 ac-ft remaining in storage.
- Yesterday, there was just under 83 miles of river drying. The Angostura reach had 12.9 miles dry in a single segment. The Isleta reach had 21.4 miles dry in two segments, and there were 48.3 river miles dry in the San Acacia reach.
- The release from Elephant Butte Dam ceased on July 29 and from Caballo Dam on July 30. Elephant Butte Reservoir ended irrigation season at about 1.3% of full, and the lowest level seen since 1956.



MEMORANDUM

To: Chairman Kelly, Board of Directors
 Through: Jason M. Casuga, CEO/Chief Engineer
 From: Human Resources
 Date: August 10, 2026
 Re: Introduction of New Hires and Job/Title Changes

General Office

BRITTNEY	ERDMANN	HYDROLOGIST I	07/06/2026 PROMOTION
STEVE	KINBERGER	SENIOR HUMAN RESOURCES GENERALIST	07/06/2026 PROMOTION
MAURA	HEARN	BOSQUE TECHNICIAN	08/17/2026
CHRISTOPHER	FROST	ENGINEER II	08/31/2026

Socorro Division

XADRIAN	AGUILAR	MEDIUM EQUIPMENT OPERATOR	08/03/2026
IBIS	ACEDO RENTERIA	MEDIUM EQUIPMENT OPERATOR	08/03/2026

Albuquerque Division

AARON	OLGUIN	FIELD MAINTENANCE TECHNICIAN	08/17/2026
-------	--------	------------------------------	------------



MEMORANDUM

To: Chairman Kelly, Board of Directors

Through: Jason M. Casuga, CEO/Chief Engineer

From: Richard DeLoia, Chief Procurement Officer

Date: July 30th, 2026

Re: Consideration/Approval – Alamos de los Gallegos Acequia Association Project Construction Phase 3

Summary: MRGCD staff is requesting approval of the Alamos de los Gallegos Acequia Association Project Construction Phase 3. Funded through Bernalillo County ALGAA Grant #G3769 & Capital Outlay Grant #G3741.

Staff Recommendation: MRGCD Staff requested quotes from three (3) On-Call Infrastructure Contractors for the Alamos de los Gallegos Acequia Association Project Construction Phase 3 and are recommending award to the lowest responsible quote from Lopez Precision LLC, in the amount of \$121,401.00 including NMGR at 7.6250%. This project will be awarded per MRGCD Infrastructure Contractors On-Call Contracts obtained through the Request for Proposals process in 2025.

VENDOR	PROJECT TOTAL	TOTAL WITH NMGR
LOPEZ PRECISION LLC	\$112,800.00	\$121,401.00



**LOPEZ
PRECISION, LLC**

**Alamos de Los Gallegos Acequia Association Improvement Project Phase 3
Quote**

Lopez Precision, LLC

Mike Lopez

92 Dark Canyon Rd/PO Box 1040, Magdalena NM 87825

575-418-7211

4/22/26

	Description	Quantity	Unit	Unit Price	Total
1	Mobilization/Demobilization	1	LS	\$7,750.00	\$7,750.00
2	Construction Survey	1	LS	\$3,100.00	\$3,100.00
3	Removal of existing structures in Lateral 5	1	LS	\$8,250.00	\$8,250.00
4	Clearing and Grubbing	1	LS	\$5,750.00	\$5,750.00
5	Borrow	65	CY	\$20.00	\$1,300.00
6	Channel Reshaping	984	SY	\$13.75	\$13,530.00
7	Furnish and install 10" diameter turnout gate CIP	12	EA	\$2,325.00	\$27,900.00
8	10" Corrugated Metal Pipe	60	LF	\$72.00	\$4,320.00
9	Furnish and install 8" diameter turnout gate CIP	4	EA	\$2,125.00	\$8,500.00
10	8" Corrugated Metal Pipe	40	LF	\$62.00	\$2,480.00
11	Furnish and install concrete check structures and riprap treatment	5	EA	\$5,984.00	\$29,920.00
				Total w/out tax	\$112,800.00
				NMGRT 7.625%	\$8,601.00
				Total	\$121,401.00

- The MRGCD reserves the right to award items in whole or in part.
- Prices should be stated in units of quantity specified with delivery and packaging included.
- Time of proposed delivery must be stated in definite terms. If time varies for different items the bidder shall so state.
- To insure prompt payment, bills should be certified as follows: I certify that this bill is correct and just, and that payment therefore has not been received.

4/22/26

Signature

Date

THE PROCUREMENT CODE, SECTIONS 13-1-29 THROUGH 13-1-199 NMSA 1978 IMPOSES CIVIL AND CRIMINAL PENALTIES FOR ITS VIOLATION. IN ADDITION, THE NEW MEXICO CRIMINAL STATUTES IMPOSE FELONY PENALTIES FOR ILLEGAL BRIBES, GRATUITIES AND KICKBACKS.

NEW MEXICO INTERSTATE STREAM COMMISSION

COMMISSION MEMBERS

MARK SANCHEZ, Chair
STACY TIMMONS, Vice-Chair
ELIZABETH K. ANDERSON, P.E., Secretary
ARON BALOK, Commissioner
GREGORY CARRASCO, Commissioner
AARON CHAVEZ, Commissioner
PAULA GARCIA, Commissioner
PETER RUSSELL, Commissioner
PHOEBE SUINA, Commissioner



BATAAN MEMORIAL BUILDING, ROOM 101
POST OFFICE BOX 25102
SANTA FE, NEW MEXICO 87504-5102
(505) 827-6160
FAX: (505) 827-6188

July 30, 2026

Jason Casuga
Middle Rio Grande Conservancy District
1931 Second Street SW
Albuquerque, NM 87102

SUBJECT: FUND H2364 – NOO #2 Capital Appropriation Project

Dear Mr. Casuga,

Attached is a Notice of Obligation (NOO) for the Middle Rio Grande Conservancy District (MRGCD) to enter into a professional services contract with Lopez Precision LLC in an amount of \$121,401.00 of which \$21,401.00 will come from this grant and MRGCD has secured other funding for the balance of \$100,000.00. The MRGCD may now execute the contract with this contractor and commence work on their project. Please remit to the New Mexico Interstate Stream Commission a copy of the fully executed contract.

If you have any questions, I can be contacted at (505) 660-5446 or jonathan.martinez@ose.nm.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jonathan Martinez", is written over a horizontal line.

Jonathan Martinez
Acequia Bureau Chief
NM Interstate Stream Commission

cc: File

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B**

Notice of Obligation to Reimburse Grantee # 2

DATE: 5/22/26

TO: Department Representative: Jonathan Martinez, Acequia Bureau Chief

FROM: Grantee Entity: Middle Rio Grande Conservancy District

Grantee Official Representative: Rebecca Thompson

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: H2364

Grant Termination Date: 6/30/27

As the designated representative of the Department for Grant Agreement number H2364 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: Lopez Precision LLC

Third Party Obligation Amount: \$ 21,401.00

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): \$ 130,000.00

The Amount of this Notice of Obligation: \$ 21,401.00

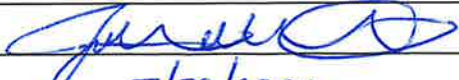
The Total Amount of all Previously Issued Notices of Obligation: \$ 36,092.04

The Total Amount of all Notices of Obligation to Date: \$ 57,493.04

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: Jonathan Martinez

Title: Acequia Bureau Chief

Signature: 

Date: 7/30/2026

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.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF BERNALILLO
AND MIDDLE RIO GRANDE CONSERVANCY DISTRICT
FOR
ALAMOS DE LOS GALLEGOS ACEQUIA CONSTRUCTION PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as “Agreement”) is made and entered into this 15th day of May, 2026, by and between the County of Bernalillo, a political subdivision of the State of New Mexico (hereinafter referred to as “County”), and the Middle Rio Grande Conservancy District, a political subdivision of the State of New Mexico (hereinafter referred to as “Agency”), located in Albuquerque, New Mexico. Unless specified otherwise, all references in this Agreement to “the Parties” include the County and the Agency.

RECITALS

WHEREAS, the Agency is in need of funding to complete the Alamos de los Gallegos Acequia Association construction project; an irrigation structure improvement and the County is willing to enter into this Agreement to accomplish that goal; and

WHEREAS, the Agency has requested assistance in the renovation program to connect the 85-year-old low flow system to the new high-flow infrastructure; and

WHEREAS, the County’s contribution will help fund the \$750,000 engineering / design plan / construction budget of the project;

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. PURPOSE

The Agency shall use funding to complete the Alamos de los Gallegos Acequia Association construction project.

2. RESPONSIBILITIES OF THE PARTIES

A. Bernalillo County shall:

1. Provide funding in support of the Alamos de los Gallegos Acequia Association construction project.

B. Partner Agency shall:

1. Ensure compliance with applicable federal, state, and local laws.

3. TERM OF THIS AGREEMENT

Services shall commence upon execution of this Agreement by all parties and remain in effect until 12/31/26 unless extended by mutual written agreement of the Parties. Either Party may

terminate this Agreement upon thirty (30) days' written notice to the other Party pursuant to the termination clauses set forth below in this Agreement.

4. COMPENSATION & METHOD OF PAYMENT

- A. **Compensation.** The County agrees to pay the Agency for services rendered, an amount not to exceed one hundred thousand dollars (\$100,000) excluding applicable gross receipts taxes. This amount constitutes full and complete compensation for all Services performed, including any expenses incurred.
- B. **Method of Payment.** Such amount, which is the total funds appropriated for the Services to be provided under this Agreement, shall be paid in (1) one installment upon submission of properly documented invoices in accordance with County fiscal guidelines. Payments are contingent on satisfactory performance of Services.

5. INDEPENDENT CONTRACTOR

Nothing in this Agreement shall be construed to indicate that any Agency employees who perform the Services are, for any purpose whatsoever, employees of the County. Agency shall be considered to be an independent contractor at all times while performing the Services. Agency further agrees that neither it nor its employees shall, at any time, be entitled to any benefits from the County under the provisions of the Worker's Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the County under the provisions of the County's Ordinance, as now enacted or hereafter amended.

6. PERSONNEL

- A. Agency has, or will secure at its own expense, the personnel required for performance of the Services. Agency employees who perform the Services shall not be considered to be County employees or to have any contractual relationships with the County.
- B. All the Services will be performed by the Agency, or by persons under the Agency's supervision. All personnel engaged in the work shall be fully qualified and shall be authorized, or permitted, under state and local law to perform such Services.
- C. The Agency shall not subcontract any of the Services listed in this Agreement without prior written approval from the County.

7. 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 the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 et seq., NMSA 1978, as amended.

8. CONFIDENTIALITY, REPORTS AND INFORMATION

Unless otherwise specified, "Confidential Information" as used in this Agreement, means any information, in any format, which is protected from disclosure by any applicable statutes, regulations, court rules, or case law of the United States or the State of New Mexico. At such

times, and in such forms that the County may require, Agency shall furnish to the County such statements, records, reports, data, and information as the County may request which pertain to matters associated with this Agreement. Unless authorized by the County, or the New Mexico Inspection of Public Records Act [Sections 14-2-1, et seq. NMSA 1978, as amended], the Agency shall not release any information concerning the work product, including any reports or other documents prepared pursuant to this Agreement, until the final product is submitted to the County. Notwithstanding any other provisions of this Agreement, Agency shall not be obligated to disclose any Confidential Information.

9. ESTABLISHMENT AND MAINTENANCE OF RECORDS

The Agency in accordance with applicable laws and requirements prescribed by the County shall maintain records associated with this Agreement. Unless authorized by the County, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.

10. REPORTING REQUIREMENTS

- A. **Progress Reports.** The Agency shall provide written progress reports to the County on an annual basis, or as otherwise requested by the County. Reports shall include, at a minimum:
- A summary of Services performed during the reporting period;
 - Any issues, delays, or obstacles encountered and proposed solutions;
 - Deliverables completed and deliverables pending;
 - Expenditures to date, if applicable.
- B. **Final Report.** Upon completion of Services, the Agency shall submit a comprehensive final report to the County, summarizing all work performed, outcomes achieved, and any recommendations for future action.
- C. **Format.** Reports shall be submitted in writing, in a format acceptable to the County, and delivered electronically unless otherwise agreed upon.

11. AUDITS AND INSPECTIONS

At any time during the normal business hours of Agency, and as often as the County may deem necessary, Agency shall make available for the County's examination any Contractor records associated with this Agreement. The Agency shall permit the County to audit, examine and make excerpts, or transcripts, from such records and make audits of all contract invoices, materials, payrolls, records of personnel, conditions of employment or other data relating to any matters associated with this Agreement.

12. PUBLICATIONS, REPRODUCTIONS, AND USE OF MATERIAL

No material produced in whole, or in part, pursuant to this Agreement shall be subject to any copyright protection under the laws of the United States, or the laws of any other country. Except for Confidential Information, or as otherwise limited by any other provisions of this Agreement, the County or Agency shall have unrestricted authority to publish disclose,

distribute and otherwise use in whole, or in part, any reports, data or other materials prepared as a result of this Agreement. Notwithstanding any other provisions of this Agreement, Agency shall not be obligated to disclose any Confidential Information.

13. COMPLIANCE WITH LAWS

The Parties shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

14. APPLICABLE LAWS

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New Mexico and the ordinances and regulations of the County of Bernalillo.

15. CHANGES AND AMENDMENTS

Either of the Parties may, during the term of this Agreement, propose changes in the nature or extent of the Services or amendments to the provisions of this Agreement. Any changes to the Services or amendments to this Agreement, including any increase or decrease in the amount of Agency's compensation, shall be mutually agreed upon by the Parties and made in writing, dated, and signed in advance by the Parties.

16. ASSIGNABILITY

The Agency shall not assign any interest in this Agreement or transfer any interest in this Agreement, whether by assignment or notation, without the prior written consent of the County.

17. TERMINATION FOR CAUSE

If, for any cause, Agency fails to fulfill in a timely and proper manner its obligations under this Agreement, the County shall then have the right to terminate this Agreement, in whole or in part, by giving written notice to Agency of such termination and specifying the date of termination at least ten (10) days before the date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by Agency under this Agreement shall, at the option of the County, become its property. In any event, Agency shall be entitled to receive just and equitable compensation for any work satisfactorily completed up to the date of termination. Notwithstanding such a termination for cause, Agency shall not be relieved of liability to the County for damages sustained by the County due to a breach of this Agreement by Agency and the County may withhold any payment to the Agency for the purposes of set-off until such time as the exact amount of the damages due the County from Agency is determined.

18. TERMINATION FOR CONVENIENCE

The County or Agency may terminate this Agreement at any time by giving at least thirty (30) day's advance written notice to the other Party. If the Services of the Agency are terminated by the County as provided in this Section 18 this Agreement, then Agency shall be paid an amount which is commensurate to the extent of the Services already completed by Agency, less any payments of compensation for the Services previously made by the County to Agency. If this Agreement is terminated due to the fault of the Agency, then Section 17 of this Agreement (relative to termination for cause) shall, instead, apply.

19. TERMINATION FOR LACK OF APPROPRIATIONS

The Parties acknowledge that the County is a political subdivision of the State of New Mexico and this Agreement is subject to the availability of funds appropriated by the Bernalillo County Commission. If sufficient funds are not appropriated or authorized for the continuation of this Agreement, the County may terminate this Agreement by providing written notice to the Agency. Termination under this Section shall be without penalty or further obligation to the County. The County shall be liable only for payment for Services rendered prior to the effective date of termination.

20. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the Parties and supersedes any and all of their other agreements or understandings, oral or written, whether made contemporaneously with, or in advance of, the execution of this Agreement.

21. APPROVAL REQUIRED

This Agreement shall not become effective, or binding, until approved and signed by the Bernalillo County Manager.

22. FACSIMILE/ELECTRONIC SIGNATURE

A signature sent via facsimile/electronic shall have the same legal effect as if the original had been signed in person.

SIGNATURES BEGIN ON NEXT PAGE
The Remainder of this Page is Intentionally Left Blank

IN WITNESS WHEREOF, the County and the Agency have executed this Agreement as of the last date of execution shown below.

COUNTY OF BERNALILLO:

Bernalillo County Manager**05/15/2026**

Date:**AGENCY:**

Agency Name/Title

MRGCD, CEO/Chief Engineer

May 13, 2026

Date:

Approved as to Form:



County Legal Department**05/15/2026**

Date

INTERGOVERNMENTAL AGREEMENT_MRG CD-ALGAA

Final Audit Report

2026-05-15

Created:	2026-05-14 (Mountain Daylight Time)
By:	Nathaniel Martinez (natmartinez@bernco.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJx9QIpRCpSRZszGLWXcNxcLtFOwC0dhE

"INTERGOVERNMENTAL AGREEMENT_MRGCD-ALGAA" History

-  Document created by Nathaniel Martinez (natmartinez@bernco.gov)
2026-05-14 - 4:24:12 PM MDT- IP address: 160.230.230.254
-  Document emailed to Julie A. Baca (jubaca@bernco.gov) for approval
2026-05-14 - 4:28:31 PM MDT
-  Email viewed by Julie A. Baca (jubaca@bernco.gov)
2026-05-14 - 4:28:39 PM MDT- IP address: 51.54.38.120
-  Document approved by Julie A. Baca (jubaca@bernco.gov)
Approval Date: 2026-05-15 - 8:39:08 AM MDT - Time Source: server- IP address: 160.230.230.254
-  Document emailed to Monique Sanchez (moniquesanchez@bernco.gov) for approval
2026-05-15 - 8:39:11 AM MDT
-  Email viewed by Monique Sanchez (moniquesanchez@bernco.gov)
2026-05-15 - 8:59:15 AM MDT- IP address: 104.47.64.254
-  Document approved by Monique Sanchez (moniquesanchez@bernco.gov)
Approval Date: 2026-05-15 - 9:04:23 AM MDT - Time Source: server- IP address: 160.230.230.254
-  Document emailed to John Grubestic (jgrubestic@bernco.gov) for approval
2026-05-15 - 9:04:25 AM MDT
-  Email viewed by John Grubestic (jgrubestic@bernco.gov)
2026-05-15 - 9:10:55 AM MDT- IP address: 104.47.64.254
-  Document approved by John Grubestic (jgrubestic@bernco.gov)
Approval Date: 2026-05-15 - 9:11:45 AM MDT - Time Source: server- IP address: 160.230.230.254

 Document emailed to Nathaniel Martinez (natmartinez@bernco.gov) for approval

2026-05-15 - 9:11:49 AM MDT

 Email viewed by Nathaniel Martinez (natmartinez@bernco.gov)

2026-05-15 - 9:11:56 AM MDT- IP address: 51.54.38.112

 Document approved by Nathaniel Martinez (natmartinez@bernco.gov)

Approval Date: 2026-05-15 - 12:03:21 PM MDT - Time Source: server- IP address: 98.60.137.85

 Document emailed to John Grubescic (jgrubescic@bernco.gov) for signature

2026-05-15 - 12:03:23 PM MDT

 Email viewed by John Grubescic (jgrubescic@bernco.gov)

2026-05-15 - 1:00:36 PM MDT- IP address: 104.47.65.254

 Document e-signed by John Grubescic (jgrubescic@bernco.gov)

Signature Date: 2026-05-15 - 1:01:32 PM MDT - Time Source: server- IP address: 160.230.230.254 - Signature Appearance Selected: IMAGE

 Document emailed to Cindy Chavez (cindychavez@bernco.gov) for signature

2026-05-15 - 1:01:35 PM MDT

 Document e-signed by Cindy Chavez (cindychavez@bernco.gov)

Signature Date: 2026-05-15 - 3:08:53 PM MDT - Time Source: server- IP address: 160.230.230.254 - Signature Appearance Selected: IMAGE

 Agreement completed.

2026-05-15 - 3:08:53 PM MDT



MEMORANDUM

To: Chairman Kelly, Board of Directors

Through: Jason M. Casuga, CEO/Chief Engineer

From: Richard DeLoia, Chief Procurement Officer

Date: August 4th, 2026

Re: Consideration/Approval – Unified Fire Scar Invasive Resprout Treatment

Summary: MRGCD staff is requesting approval of the Unified Fire Scar Invasive Resprout Treatment, Funded through the New Mexico Interstate Stream Commission Grant #A23H2373 / G3753.

Staff Recommendation: MRGCD Staff are recommending award to Forrester & Associates in the amount of \$113,715.56 including NMGRT at 6.6250%. This project will be awarded per State of NM Price Agreement, Contract #30-00000-22-00023AQ.

VENDOR	TOTAL WITHOUT NMGRT	TOTAL WITH NMGRT
FORRESTER & ASSOCIATES	\$106,650.00	\$113,715.56



Forrester & Associates

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

Unified Fire Scar Herbicide application on Resprouts

Service	Price/Acre	Acres	Total Price per Service
Manual Spraying	\$450.00	237	\$106,650.00
		Subtotal	\$106,650.00
		GRT at 6.6250%	\$7,065.56
		Total	\$113,715.56

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

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

Unified Fire Scar Invasive Resprout Treatment

We are requesting approval for \$113,715.56 for the foliar herbicide application to invasive resprouts in the Unified Fire Scar in Valencia County. The fire in March of 2026 burned 237 acres of bosque habitat on both sides of the river. Invasive species are the first to recover after a fire, reducing the biodiversity of a recovering landscape. All invasive resprouts will receive a foliar application of herbicide to reduce density while they are still young and do not require cutting.



The image on the left is near the ignition point on the south east side of the fire scar, the hottest part of the burn. The image on the right is at the southwest boundary of the fire, after damage on the west side is less severe due to lower density understory.



On the left, invasive Russian olive and Salt cedar are returning from the roots system of burned mature trees. Native yerba mansa on the left is starting to return in patches, keeping invasive species out will allow recovery to take place.



MEMORANDUM

To: Chairman Kelly, Board of Directors

Through: Jason M. Casuga, CEO/Chief Engineer

From: Richard DeLoia, Chief Procurement Officer

Date: August 3rd, 2026

Re: Consideration/Approval – San Francisco Outfall Chipping & Processing Project

Summary: MRGCD staff is requesting approval of the San Francisco Outfall Chipping & Processing Project, Funded through the New Mexico Interstate Stream Commission Grant #A23H2373 / G3753.

Staff Recommendation: MRGCD Staff are recommending award to Lanford Excavation LLC in the amount of \$83,167.50 including NMGRT at 6.6250%. This project will be awarded per State of NM Price Agreement, Contract #50-00000-24-00029.

VENDOR	TOTAL WITHOUT NMGRT	TOTAL WITH NMGRT
LANFORD EXCAVATION	\$78,000.00	\$83,167.50

COST PROPOSAL

Slash Treatment & Pile Consolidation — Middle Rio Grande Conservancy District

1. PROJECT DESCRIPTION

This proposal covers air curtain incineration of pre-thinned slash and dozer consolidation of already-piled material toward the burn point, for treatment areas within the Middle Rio Grande Conservancy District. Mechanical thinning/felling is scoped and billed as a separate task and is not included in this proposal.

2. SPA RATE SCHEDULE — APPLICABLE LINE ITEMS

Item	Description (SPA #50-00000-24-00029)	Rate	Acres
46	Mechanical Slash Treatment — Air Burners S223 incineration	\$1,250.00/ac	40
45	Machine Piling — dozer consolidation of piled material to burn point	\$1,400.00/ac	20

3. COST SUMMARY

Summary	Basis	Amount
SPA Item 46 — Mechanical Slash Treatment	\$1,250.00/ac x 40 ac	\$50,000
SPA Item 45 — Machine Piling	\$1,400.00/ac x 20 ac	\$28,000
Direct Cost (pre-GRT)	60 ac combined scope	\$78,000
NM GRT (6.625%)		\$5,167.50
TOTAL		\$83,167.50

Note: both line items above are billed at Lanford Excavation LLC's awarded NM GSD State Price Agreement #50-00000-24-00029 catalog rates, with no discount or reduced-scope pricing applied. Item 45 (Machine Piling) covers dozer consolidation of piled material to the burn point.

4. METHOD SUMMARY

- Excavator consolidates felled material into small, spaced piles as part of the separately-billed thinning task.
- Dozer repositions piles closer to a fixed, central burn point as needed, on an end-of-area basis rather than continuous duty.
- Loader feeds the Air Burners S223 air curtain incinerator from the staged piles, working oldest-pile-first.
- S223 remains stationary for the duration of each staging area to avoid repeat heavy-haul mobilization.

5. EXCLUSIONS

- Mechanical thinning/felling — billed under a separate task/line item.
- Mobilization of the S223 incinerator to and from the site.
- Air Quality Bureau / Solid Waste Bureau permitting and registration fees.
- Hauling of ash or biochar byproduct off-site, if requested.
- Traffic control, biological/cultural surveys, or permitting beyond standard open-burn compliance.

All pricing is derived directly from NM GSD Statewide Price Agreement Number 50-00000-24-00029, "Forest Management Treatments," in which Lanford Excavation LLC is a named awarded vendor (Vendor Code BA). This proposal is valid for 30 days from the date of issue.

San Francisco Outfall Chipping and Processing

We are requesting approval for \$83,167.50 for chipping and incineration of the salt cedar extracted from San Francisco Outfall in Socorro County. Ninety acres of dense salt cedar stands were extracted and will now be chipped using the MRGCD tub grinder and the chips will be incinerated to produce a small amount of biochar that will be spread back into the soil before seeding takes place later this fall. Lanford Excavation will provide water onsite while the Air Burner S223 curtain incinerator processes material.

AIR BURNERS S223



ELIMINATE WOOD AND VEGETATIVE WASTE WITH NO SETUP TIME

The fully assembled portable FireBox was invented by Air Burners. Ours are the only machines tested by the U.S. EPA, the U.S. Forest Service, the U.S. Department of Energy, and the U.S. Military to prove their specifications and performance, giving you confidence our machines work. The Air Burners FireBox is the most economical and environmentally sound method of eliminating wood and vegetative waste. The FireBox will reduce your waste to approximately two percent of its original weight, leaving you with a clean carbon ash that can be turned into the local soil. With other equipment, grinding and hauling to the landfill are a big part and cost of the forest-clearing job. With the FireBox, land clearing is much easier. After burning all day only a small amount of ash and BioChar remain, you will be increasing soil health (USDA) if it is turned back into the soil. Job done.

A self-contained, completely assembled above ground Air Curtain Burner (air curtain incinerator or FireBox) with a refractory lined burn-container for portable and permanent (stationary) applications. Designed for the high temperature burning of forest slash, agricultural green waste, land clearing debris, storm debris, and other waste streams in compliance with the requirements of US EPA 40CFR60. Shipped from the factory completely assembled ready for immediate use and does not require disassembly for relocation. The FireBox is also used for disaster recovery and Department of Homeland Security contingencies. Electrically powered version (S223E) available for permanent (stationary) installations.



Drone image of piled material at the north end of the San Francisco Outfall mechanical thinning unit.



MEMORANDUM

To: Chairman Kelly, Board of Directors

Through: Jason M. Casuga, CEO/Chief Engineer

From: Casey Ish, Director, Land and Conservation Department

Date: August 10th, 2026

Re: Consideration /Approval of Water Rights Purchase Agreement with Bosque Del Sol, LLC

Summary:

MRGCD staff and legal counsel have worked with counsel for the owner of Hope Farms (Bosque Del Sol, LLC) in San Antonio, New Mexico to draft a 2-phase purchase agreement for 546.85 acre-feet of pre-1907 consumptive use water rights for a total purchase price of \$10,928,506.25. The Water Rights are more particularly described as being appurtenant to approximately 260.40 acres of land within what is commonly referred to as the "Hope Farm" and comprising parts of Tracts 2, 4-A, 4-B, 6 and 7 on MRGCD Map 164, Tracts 1-A-1, 1-A-2, 1-B-1, and 1-B-2-A on MRGCD Map 165 located in Socorro County, New Mexico, as shown in New Mexico Office of the State Engineer ("OSE") File Nos. SD-08707 and SD-08707 into RG-14999.

- (a) **Phase 1 Purchase:** Buyer shall purchase a portion of the Water Rights comprising 80 afa/cu by September 30, 2026 ("Phase I Closing") at the Phase I Purchase Price of \$2,000,000.00 (\$25,000 / af). This will be purchased using MRGCD endowment funds.
- (b) **Phase 2 Purchase:** Seller grants to Buyer an exclusive option to purchase the remaining **466.85 afa/cu of the Water Rights at the Phase 2 Purchase Price defined below ("Option")**. The Option shall have a term of six (6) months after the Phase 1 Purchase and shall be exercised by no later than March 30, 2027 ("Option Term"), after which the Option shall expire. Buyer may exercise the Option at any time during the Option Term by providing written notice to Seller notifying Seller that Buyer is exercising the Option and shall proceed to closing on the purchase of 466.85 afa/cu of the Water Rights on a date chosen by Buyer falling on or before March 30, 2027 ("Phase 2 Closing"). **The purchase price for Phase 2 is \$8,928,506.25 (\$19,125.00 / af). This portion of the purchase will be funded through a loan through the New Mexico Finance Authority (pending adoption of resolution M-08-10-16-240).**

Staff Recommendation:

Staff recommend approval of the water rights purchase agreement.

Casey Ish

Director of Lands & Conservation

WATER RIGHTS PURCHASE AND OPTION AGREEMENT

On this ____ day of ____, 2026, **BOSQUE DEL SOL, LLC**, a New Mexico limited liability company (“Seller”), and the **MIDDLE RIO GRANDE CONSERVANCY DISTRICT**, a political subdivision of the State of New Mexico (“Buyer”) (collectively “Parties”), for valuable consideration, the receipt and sufficiency of which, including the mutual promises and agreements of Seller and Buyer, are hereby acknowledged, enter into this Water Rights Purchase and Option Agreement (“Agreement”).

1. **WATER RIGHTS SUBJECT TO AGREEMENT.** Seller owns and desires to sell, and Buyer desires to purchase, approximately 546.85 acre-feet per annum (“afa”) of pre-1907 consumptive use (“cu”) water rights in New Mexico’s Middle Rio Grande Basin (“Water Rights”). The Water Rights are more particularly described as being appurtenant to approximately 260.40 acres of land within what is commonly referred to as the “Hope Farm” and comprising parts of Tracts 2, 4-A, 4-B, 6 and 7 on MRGCD Map 164, Tracts 1-A-1, 1-A-2, 1-B-1, and 1-B-2-A on MRGCD Map 165 located in Socorro County, New Mexico, as shown in New Mexico Office of the State Engineer (“OSE”) File Nos. SD-08707 and SD-08707 into RG-14999.

2. **AGREEMENT TO SELL AND PURCHASE WATER RIGHTS.** Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and acquire from Seller, all of Seller's right, title and interest in and to the Water Rights under the following terms:

(a) **Phase 1 Purchase:** Buyer shall purchase a portion of the Water Rights comprising 80 afa/cu by September 30, 2026 (“Phase I Closing”) at the Phase I Purchase Price defined below.

(b) **Phase 2 Purchase:** Seller grants to Buyer an exclusive option to purchase the remaining 466.85 afa/cu of the Water Rights at the Phase 2 Purchase Price defined below

("Option"). The Option shall have a term of six (6) months after the Phase 1 Purchase and shall be exercised by no later than March 30, 2027 ("Option Term"), after which the Option shall expire. Buyer may exercise the Option at any time during the Option Term by providing written notice to Seller notifying Seller that Buyer is exercising the Option and shall proceed to closing on the purchase of 466.85 afa/cu of the Water Rights on a date chosen by Buyer falling on or before March 30, 2027 ("Phase 2 Closing").

3. **PURCHASE PRICE.** The Purchase Price for the Water Rights shall be:

(a) At the Phase 1 Closing for the purchase of 80 acre-foot of consumptive use water rights, Buyer shall pay Seller Twenty-Five Thousand Dollars and No Cents (\$25,000.00) per consumptive acre foot of water rights for a total of Two Million Dollars and No Cents (\$2,000,000.00) ("Phase I Purchase Price").

(b) At the Phase 2 Closing for the purchase of 466.85 acre-foot of consumptive use water rights, Buyer shall pay Seller Nineteen Thousand One Hundred and Twenty-Five Dollars and No Cents (\$19,125.00) per consumptive acre foot of water rights for a total of Eight Million Nine Hundred and Twenty-Eight Thousand Five Hundred Six Dollars and Twenty Cents (\$8,928,506.25) ("Phase 2 Purchase Price").

4. **PAYMENT.** Upon execution of this Agreement, Buyer shall deposit with _____ ("Escrow Agent"), an earnest money deposit in the amount of _____ (\$_____) to be held by the Escrow Agent and applied to the Phase 1 Purchase Price at the Phase 1 Closing. At the Phase I Closing, Buyer shall pay Seller the Phase I Purchase Price. At the Phase 2 Closing, Buyer shall pay Seller the Phase 2 Purchase Price.

5. **SELLER'S REPRESENTATIONS, COVENANTS AND WARRANTIES**

Seller hereby represents, covenants and warrants to Buyer that the following are true now

and will be true at the time of closing the transactions described herein (“Closing”):

(a) Authority. Seller has the full right and authority to enter into this Agreement and to consummate the transaction intended in this Agreement, and no other consent to do so is required.

(b) Title to Water Rights. As of Closing, Seller shall have good and merchantable, fee simple title to the Water Rights. The real property to which the Water Rights are appurtenant is currently subject to a mortgage and loan note, which will be released prior to Closing. The property and Water Rights are free and clear of all other liens, security interests, mortgages, pledges, encumbrances, ditch fees, taxes and assessments, and charges or claims of whatever nature, and is not subject to judgment, suit, lien, receivership or any other encumbrance whatsoever. Seller represents in good faith that to Seller’s knowledge, the Water Rights are fully valid and in good standing with the OSE, have not been forfeited or abandoned or otherwise have any defect or limitation.

(c) Judgments, Litigation and Claims. Seller has no knowledge of any outstanding judgments against Seller that would in any manner affect the consummation of this transaction or constitute any cloud upon the title to the Water Rights. Seller has no knowledge of any litigation, proceedings, or investigations pending, or any threats of litigation, proceedings or investigations, which might result in any cloud upon the title to the Water Rights, or in any material change in the value of the Water Rights.

(d) Compliance with Conditions Precedent. Seller shall comply with all Conditions Precedent (as defined below) prior to or at the time of Closing.

(e) No Further Sale or Assignment. Upon and after the execution of this Agreement, and during the Option Term, Seller shall not sell, offer to sell, pledge, encumber, alter,

assign, convey or otherwise affect in any way the Water Rights to any party at any time. The Water Rights will be excluded from any sale of the real property comprising the Hope Farm.

(f) Seller's Cooperation. Seller shall cooperate with Buyer before, during and after Closing to effectuate the transactions contemplated in this Agreement including, without limitation, the execution of any documents or the taking of any action (or the restraining from taking of any action) necessary or desirable to achieve the intended results herein.

(g) Confidentiality. Seller agrees not to reveal to any person or entity the Purchase Price for the Water Rights until Buyer makes such information public.

6. BUYERS'S REPRESENTATIONS, COVENANTS AND WARRANTIES

Buyer hereby represents, covenants and warrants to Seller that the following are true now and will be true at the time of closing the transactions described herein:

(a) Upon obtaining the requisite approvals by the Buyer's Governing Body, Buyer represents covenants and warrants to Seller that the Buyer has the full right and authority to enter into this Agreement and to consummate the transaction intended in this Agreement, and no other consent to do so is required.

(b) Because Buyer and Seller share the goal of preserving the extent of historic irrigation of approximately 400 acres on the Hope Farm under the Middle Rio Grande Conservancy District's ("MRGCD") State Engineer Permit No. 1690, the Buyer agrees to comply with, and consent to, any future request made by Seller, or its successor(s) in interest, to the consolidation of the use of water delivered under Permit 1690 on contiguous lands within the Hope Farm in a reasonable manner to allow for the continued use of such lands for a viable farming operation. This covenant shall survive the closing of the transactions described herein.

7. **CONVEYANCE DOCUMENTS.** At the closings of the transactions described herein, Seller shall deliver to Buyer a Special Warranty Deed conveying to Buyer good, merchantable title to that portion of the Water Rights being purchased, along with an Affidavit of Non-Foreign Status.

8. **CONDITIONS PRECEDENT.** All obligations of Buyer to close the transactions provided for herein are subject to the fulfillment of each of the following conditions (the “Conditions Precedent”). If the following Conditions Precedent cannot be fulfilled, Buyer shall have the option to terminate this Agreement and neither party shall be subject to any further obligation hereunder:

(a) **Representations True.** The representations and warranties of Seller as provided in this Agreement will be true at Closing as though the representations and warranties were made at Closing.

(b) **Seller’s Compliance.** Seller will have performed and complied with all agreements and conditions as provided by this Agreement.

(c) **Requisite Funding.** Buyer has sufficient funds to close the Phase I Purchase. Seller understands that, for Buyer to exercise the Option and close the Phase 2 Purchase before the Option Term expires, Buyer must secure financing sufficient to pay the Phase 2 Purchase Price.

(d) **Proof of Title.** Within ten (10) days of execution of this Agreement, Seller shall provide Buyer all documents in its possession that demonstrate Seller’s title to the Water Rights and the land to which the Water Rights are appurtenant. If any lien or other encumbrance is found that affects the title to the Water Rights, Seller agrees to obtain a release of the Water Rights from that encumbrance.

(e) Title Due Diligence Period. Seller has previously provided Buyer its documents evidencing the validity of the Water Rights and Buyer is satisfied as to their validity. Buyer shall have ten (10) days from receipt of Seller's title documents to conduct its due diligence on title ("Due Diligence Period"). If, after the Due Diligence Period, Buyer is not satisfied with Seller's title, Buyer shall have the option of terminating this Agreement by providing Seller written notice of termination or, alternatively, Buyer shall provide notice to Seller that Buyer elects to proceed to purchase the Water Rights contingent on Seller's curative action and shall advise Seller (in such notice) of the specific curative action with respect to the condition of the Water Rights required to satisfy Buyer. Upon receipt of such notice, Seller shall have the option of achieving the curative action required by Buyer no later than fifteen (15) days from receiving Buyer's notice or, within ten (10) days of receiving Buyer's notice of curative action, provide notice to the Buyer that Seller cannot achieve the curative action. If Seller is unable to achieve the curative action, Buyer shall have the option of waiving its rights for such curative action and proceeding under the terms of this Agreement or terminating this Agreement. Buyer shall provide Seller notice of its election within (5) days of receiving notice that the Seller cannot achieve curative action. If this Agreement is so terminated, the earnest money deposit shall be returned to the Buyer and neither party shall have any further obligation hereunder. If, after the Due Diligence Period, Buyer is satisfied, the parties shall strive in good faith to satisfy the additional Conditions Precedent.

9. **CLOSING.** If the Conditions Precedent have been fulfilled prior to or at closing of the transactions described herein, the appropriate Purchase Price shall be paid to Seller at Closing, and the Documentation of Conveyance delivered to Buyer. If the Conditions Precedent have not been fulfilled prior to or at Closing, this Agreement shall be null and void and of no further force and effect, and neither party shall be subject to any further obligation hereunder.

10. **MISCELLANEOUS PROVISIONS.**

(a) Additional Documentation. Any and all further or other documentation that may be required to close and consummate the transaction after the signing of this Agreement, shall be made and delivered by the Parties as required.

(b) Notices. All notices and other communications, required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given and delivered, if mailed, certified postage prepaid, and if email, read receipt requested:

If to Seller: Tessa T. Davidson, Esq.
Davidson Law Firm, LLC
P.O. Box 2240
Corrales, NM 87048
ttd@tessdavidson.com

If to Buyer: Jeffrey J. Wechsler, Esq.
Spencer Fane LLC
325 Paseo de Peralta
Santa Fe, NM 87501
jwechsler@spencerfane.com

With a copy to: Casey Ish
Director of Lands & Conservation
Middle Rio Grande Conservancy District
P.O. Box 581
Albuquerque, NM 87102
casey@mrgcd.us

and to any other address or addresses as may be hereafter specified by notice given to all of the others by anyone desiring a change of address.

(d) Applicable Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of New Mexico.

(e) Binding Effect. All of the agreements between the Parties shall be binding upon and inure to the benefit of the parties, their successors, court-appointed Trustee, personal

representatives, heirs or assigns. All of the covenants and promises contained within this Agreement shall be binding upon the heirs and/or assigns of the Seller and their successors in interest.

(f) Captions. The captions of any articles, paragraphs or sections hereof are made for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

(g) Attorney's Fees. In any action between Buyer and Seller seeking enforcement of any of the terms and provisions of this Agreement, or in connection with any of the Water Rights described herein, the prevailing party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses including reasonable attorney's fees.

(h) Entire Agreement. This Agreement merges all previous negotiations between the Parties hereto and constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof. No alteration, modification, or amendment hereto shall be valid except when in writing and when signed by the Parties.

(i) Nature and Survival of Representations. All statements contained in this Agreement or any instrument delivered by or on behalf of Seller or Buyer as provided in this Agreement, or in connection with this transaction, will be deemed representations and warranties by Seller or Buyer as provided in this Agreement. All representations, warranties, indemnities, and agreements made by Seller or Buyer in this Agreement will survive Closing.

(j) Indemnification. The Parties shall indemnify and hold each other harmless from and against any and all third-party claims, demands, cause of action, debts, or liabilities arising out of or on account of a party's breach of any provision of this Purchase Agreement

including without limitation, the making of a false representation or breach of any covenant or warranty contained herein.

WHEREFORE, on the day indicated below by our signatures, we agree to be bound by the terms and conditions contained in this Agreement:

(Signature pages follow)

SELLER:

BOSQUE DEL SOL, LLC

a New Mexico Limited Liability Company

By: _____
Timothy Thompson, its Manager

Date: _____

BUYER:

MIDDLE RIO GRANDE CONSERVANCY DISTRICT

By: _____
Jason M. Casuga, P.E. CEO/Chief Engineer

Date: _____

John P. Kelly, Chairman

Date: _____



MEMORANDUM

To: Chairman Kelly, Board of Directors

Through: Jason M. Casuga, CEO/Chief Engineer

From: Casey Ish, Director, Land and Conservation Department

Date: August 10th, 2026

Re: Consideration /Approval of Resolution M-08-10-26-240 Authorizing and Approving Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority for Bosque Del Sol LLC Water Rights Phase 2 Purchase.

Summary:

MRGCD Staff have drafted resolution M-08-10-26-240 seeking authorization of the Board of Directors to pursue financial assistance for a strategic acquisition of pre-1907 water rights from Hope Farms (Bosque Del Sol LLC). This financial assistance will be applied for via the New Mexico Finance Authority as part of Phase 2 of the water rights purchase agreement. Phase 2 is described in more detail below.

- (a) **Phase 2 Purchase:** Seller grants to Buyer an exclusive option to purchase the remaining **466.85 afa/cu of the Water Rights at the Phase 2 Purchase Price defined below (“Option”)**. The Option shall have a term of six (6) months after the Phase 1 Purchase and shall be exercised by no later than March 30, 2027 ("Option Term"), after which the Option shall expire. Buyer may exercise the Option at any time during the Option Term by providing written notice to Seller notifying Seller that Buyer is exercising the Option and shall proceed to closing on the purchase of 466.85 afa/cu of the Water Rights on a date chosen by Buyer falling on or before March 30, 2027 (“Phase 2 Closing”). **The purchase price for Phase 2 is \$8,928,506.25 (\$19,125.00 / af). This portion of the purchase will be funded through a loan through the New Mexico Finance Authority (pending adoption of resolution M-08-10-16-240).**

Staff Recommendation:

Staff recommend approval of resolution M-08-10-26-240.

Casey Ish

Director of Lands & Conservation

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1

Section 3. That the officers and employees of the Governing Body are hereby directed and requested to submit the completed Application to the Authority for its review, and are further authorized to take such other action as may be requested by the Authority in its consideration and review of the Application and to further proceed with arrangements for financing the Project.

Section 4. All acts and resolutions in conflict with this resolution are hereby rescinded, annulled and repealed.

Section 5. This resolution shall take effect immediately upon its adoption.

PASSES APPROVED AND ADOPTED this _____ day of _____, 200 ____.

GOVERNING BODY

By _____

Authorized Officer

(Seal)

ATTEST:

Authorized Officer



NEW MEXICO
FINANCE AUTHORITY

NMFA Use Only:

App. #:

-PP

FA assigned:

Legislative
Authorization

**PUBLIC PROJECT REVOLVING FUND
INFRASTRUCTURE APPLICATION**

I. GENERAL INFORMATION

A. APPLICANT /ENTITY

Application Date:

7/7/26

Applicant/Entity:	Middle Rio Grande Conservancy District				
Address:	1931 2ND St SW				
County	Bernalillo		Census Tract:		
Federal Employer Identification Number (EIN) as issued by the IRS:			85-6000200		
Legislative District:	Senate:		House:		
Phone:	505-247-0234	Fax:		Email Address:	pfanelli@mrgcd.us
Individual Completing Application:		Pamela Fanelli			
Address:	1931 2ND St SW Albuquerque NM 87102				
Phone:	505-247-0234	Fax:		Email Address:	pfanelli@mrgcd.us

B. CONSULTING PROFESSIONALS (Bond/Legal Counsel, Architect, Engineer, etc.), if available:

Firm:					
Contact:					
Address:					
Phone:		Fax:		Email Address:	

B. PRIMARY CONTACT PERSON:

Name:	Pamela Fanelli		
Contact:	CFO		
Address:	1931 2ND St SW		
Phone:	505-247-0234	Fax:	
		Email Address:	pfanelli@mrgcd.us

II. PROJECT SUMMARY

A. Project Description. Complete the following information, using additional paper if necessary. Include any additional documents that may be useful in reviewing this project, i.e. architectural designs, feasibility studies, business plan, etc.

1. Description of the project.

Please see the attached Project Description.

The District is applying for a loan to purchase pre-1907 water rights to preserve senior water rights for continued beneficial use in the Middle Rio Grande.

2. Proposed Project Start Date: 9/15/2026 **Proposed Project Completion Date:** 3/15/2027
When do you need NMFA funds available? within 6 months of the date of the application

3. How will the ongoing maintenance, operation, and replacement of this project be funded?

No maintenance needed to purchase water rights

4. Provide a detailed drawdown schedule for project payments. The schedule may reflect monthly or quarterly payments.

B. Total Project Cost & Sources of Funds Detail.

Construction Activities	NMFA Funds Requested	Other Public Funds*	Private Funds	Total
Planning and Design	\$	\$	\$	\$
Construction	\$	\$	\$	\$
Equipment	\$	\$	\$	\$
Infrastructure Activities				
Facility Acquisition	\$	\$	\$	\$

Land Acquisition	\$	\$	\$	\$
Utilities (Electric, Gas, Water, etc.)	\$	\$	\$	\$
Engineering and Architectural	\$	\$	\$	\$
Contingencies	\$	\$	\$	\$
Project Administration/Legal Fees	\$	\$	\$	\$
Other	\$ 8,928,506	\$	\$ 2,000,000	\$ 10,928,506
Total Cost:	\$	\$	\$	\$

*Specify any other public funds, and amounts and terms of these funds, i.e. FmHA, CDBG, EPA, etc.

Source	Amount	Terms / # of Years
	\$	
	\$	
	\$	
Total:\$	\$	

Attach a letter verifying that each non-NMFA funding source has been approved, or is in the process of being approved for this project. Explain any exceptions.

- C. Will this project require right-of-way acquisition? Yes ☐ No ☒

If yes, specify any right-of-way needs, and whether acquisition may or may not delay beginning of project.

- D. Who will hold title to the land where the project is to be located? No land, just water rights

If this is land owned by the Bureau of Land Management, State Land Office, or Tribal Land, please attach lease agreements. (If there is no clear title, attach an explanation of ownership arrangements).

- E. Does this project require a Joint Powers Agreement (JPA)? Yes ☐ No ☒

If yes, provide a copy of (attach) the JPA, which should include a list of the current membership

III. FINANCING

- A. 1. Specify the revenue to be pledged as security for the NMFA loan (a revenue source must be pledged for this type of project).

- ☐ Municipal Local Option GRT – please specify: _____
- ☐ County Option GRT – please specify: _____
- ☒ Other Tax-Based Revenue: Ad Valorem Property Taxes

- ☐ State-Shared GRT
- ☐ Law Enforcement Funds
- ☐ Fire Protection Funds
- ☐ Net System Revenues: _____
- ☐ Other Revenue: _____

2. Is there an alternative revenue source available to pledge to pay debt service in the event that the primary pledged revenue is unavailable or insufficient? Yes ☒ No ☐ If yes, specify:
 Water Service Charges and Licensing Fees
3. Preferred financing term: 30 years.

- B. Is any debt being repaid from the revenue source(s) referenced in A (1)? Yes ☒ No ☐

If yes, provide bond or loan documents and payment schedule for any existing debt service being paid from the same revenues that would be used to repay a NMFA loan.

See Loan Docs and Debt Schedule

IV. READINESS TO PROCEED ITEMS

- A. **The following items must accompany this application in order for this application to be considered complete:**

- ☐ Equipment cost breakdown (if applicable)
- ☐ Three most recently completed fiscal year audit reports
- ☐ Current unaudited financials
- ☐ Current fiscal year budget
- ☐ Verification of ownership of land where project will be located
- ☐ Documentation that each non-NMFA project funding source has been approved, or is in the process of being approved (if applicable)
- ☐ Joint Powers Agreement (if applicable)

- B. **In addition, complete the following information, using additional paper as necessary. These items will be required prior to disbursement of NMFA proceeds:**

- ☐ Provide a detailed drawdown schedule for project payments
- ☐ Final technical information for the project, stamped and approved by a registered engineer
- ☐ Cost breakdown of the project, certifiable by either an engineer or architect
- ☐ Area map, site map, and floor map (if applicable)
- ☐ Verification of ownership of land where project will be located
- ☐ Documentation that each Non-NMFA project funding source has been approved, or is in the process of being approved (if applicable)
- ☐ Documentation showing status of right-of-way acquisition (if applicable)
- ☐ Explanation of land ownership arrangements (if applicable)

- ☐ List all required permits and licenses necessary to complete this project. Detail the status of each item, a plan of action, and time frame for completing incomplete permits and licenses. Also provide a copy of all permits and licenses.
- ☐ Is there litigation pending which would have a bearing on this project or applicant? Yes ☐ No ☐
If yes, provide a complete summary of all circumstances relating to such litigation.
- ☐ Indicate the regular meeting dates for your authorizing body: _____

V. CERTIFICATION

I certify that:

We have the authority to request and incur the debt described in this application and, upon award, will enter into a contract for the repayment of any NMFA loans and/or bonds.

We will comply with all applicable state and federal regulations and requirements.

To the best of my knowledge all information contained in this application is valid and accurate and the submission of this application has been authorized by the governing body of the undersigned jurisdiction.

Signature:

Title:

(highest elected official)

Jurisdiction:

Print Name:

Date:

Signature:

Date:

Finance Officer/Director:

NMFA PPRF LOAN APPLICATION

Project Description-Water Rights Purchase

The Middle Rio Grande Conservancy District (District) is a political subdivision of the State of New Mexico responsible for the diversion and delivery of irrigation water, shallow groundwater drainage, river flood control, and conservation of water resources within the Middle Rio Grande Valley. As part of its statutory mission, the District administers and protects vested water rights associated with irrigation, storage, diversion, conveyance, and conservation within the Rio Grande Basin.

The District recognizes that sustainable management of limited fresh water resources is essential to maintaining agriculture, operational reliability, and environmental stewardship, regional economic stability, and long-term resiliency of communities and natural resources within the Middle Rio Grande system.

Prolonged drought, declining native Rio Grande flows, increasing competition for limited water supplies, interstate Compact administration, and changing hydrologic conditions have significantly increased the value and importance of senior water rights throughout New Mexico. These conditions require the District to proactively protect the long-term water supply necessary to sustain agriculture and fulfill its statutory responsibilities.

The District has determined that a strategic acquisition, or transfer of water rights, may be necessary and appropriate to preserve historic agricultural uses, support irrigation supply, enhance drought resiliency, provide operational flexibility, facilitate conservation measures, and address future water management obligations.

Acquisition of these senior water rights will provide long-term public benefits by preserving historic agricultural uses, improving the District's ability to respond to drought and water shortages, enhancing operational flexibility, supporting water conservation initiatives, protecting the regional agricultural economy, and ensuring that these valuable water rights remain available to serve the public within the Middle Rio Grande.

Pre-1907 water rights are among the most senior and reliable surface water rights in New Mexico. Because these rights predate the State Water Code, they possess significant legal and operational value and are increasingly difficult to acquire due to their limited availability. Opportunities to purchase large quantities of senior water rights are rare. The District recognizes that pre-1907 Middle Rio Grande water rights represent unique and increasingly scarce assets with substantial operational, agricultural, conservation, and strategic value to the Middle Rio Grande Valley.

Bosque del Sol, LLC is the owner and operator of Hope Farms in Socorro, New Mexico and has offered the District the opportunity to acquire 546.85 acre-feet of pre-1907 water rights. Because acquisitions of this size and seniority occur infrequently, the District considers this a strategic opportunity to preserve these senior water rights for continued beneficial uses within the Middle Rio Grande rather than risk their transfer outside the District's long-term water management objectives.

The proposed acquisition totals \$10,928,506. The District proposes to fund the purchase of the first 80 acre-feet for \$2,000,000 using available District funds. The remaining 466.85 acre-feet, totaling approximately \$8,928,506, would be financed through an NMFA Public Project Revolving Fund loan.

Enclosed is the draft purchase agreement, Resolution M-07-13-26-239 Concerning Water Rights Acquisition Policy, and Resolution M-08-10-26-240 authorizing and approving the submission of the loan application to NMFA.

The District respectfully requests NMFA's consideration of this application to finance the acquisition of these senior water rights. This investment will preserve an increasingly scarce public resource, strengthen long-term water management, and support the District's statutory mission of providing reliable water delivery, conservation, and flood control services to the citizens and agricultural community of central New Mexico. The District is pledging ad valorem revenues and is projecting a debt service coverage ratio well above the 1.30 debt service coverage requirement.

Middle Rio Grande Conservancy District Outstanding Debt

Current Debt													
Loan Description	Project No	Lendor	Original Loan Amount	Outstanding	Loan end date	Type	FY26	FY27	FY28	FY29	FY30	FY31	FY32
				Debt as of 6/30/2026									
San Acacia	31300	WTB	150,396	54,148	6/1/2033	Debt Service	7,658	7,678	7,697	7,716	7,735	7,755	7,774
						Interest	155	135	116	97	78	58	39
Equipment Loan	31301	NMFA	2,735,615	433,062	5/1/2028	Debt Service	206,391	213,016	220,046	-	-	-	-
						Interest	16,058	11,002	5,655	-	-	-	-
Equipment Loan	31302	NMFA	998,889	316,125	4/1/2028	Debt Service	156,829	157,582	158,543	-	-	-	-
						Interest	3,992	2,941	1,617	-	-	-	-
Equipment Loan	31303	NMFA	3,294,384	2,762,439	4/1/2031	Debt Service	277,955	288,080	298,485	696,464	724,810	754,600	-
						Interest	73,553	66,215	58,955	51,792	35,285	18,035	-
Equipment Loan	31304	NMFA	4,407,773	4,407,773	4/1/2033	Debt Service	-	576,150	601,583	615,841	630,374	645,377	661,060
						Interest	-	118,580	93,146	78,889	64,355	49,352	33,669
Socorro Main Canal Lining Project Ph 1	L3721	NMFA	715,500	644,540	6/1/2044	Debt Service	35,026	35,234	35,322	35,322	35,499	35,587	35,676
						Interest	1,699	1,620	1,532	1,443	1,354	1,266	1,177
Corrales Siphon Project	L3736	NMFA	708,000	276,954	6/1/2045	Debt Service	-	31,982	34,786	34,873	34,960	35,048	35,135
						Interest	-	4,494	1,690	1,603	1,516	1,429	1,341
Socorro Main Canal Lining Project Ph 2	L3745	NMFA	1,000,000	918,771	6/1/2046	Debt Service	-	44,797	49,152	49,275	49,398	49,522	49,645
						Interest	-	6,743	2,388	2,265	2,142	2,018	1895
Feeder 3 Project	L3748	NMFA	600,000	216,294	6/1/2047	Debt Service	-	-	27,337	29,468	29,541	29,615	29,689
						Interest	-	-	3,563	1,432	1,358	1,284	1,210
NMED Loan	G3700	NMCWSRF	479096	479,096	1/15/2046	Debt Service	-	23,932	23,934	23,937	23,939	23,942	23,944
						Interest	23	48	46	43	41	38	36
Total Current Debt				9,813,813			779,338	1,590,229	1,625,593	1,630,460	1,642,385	1,654,926	882,290
		Water Rights Purchase		8,928,506	estimated	Debt Service	-	75,288	155,163	161,485	168,063	174,911	182,038
						Interest		172,110	339,633	333,312	326,733	320,000	312,759
		Projected Total Debt Service					779,338	1,837,627	2,120,389	2,125,257	2,137,181	2,149,837	1,377,087

Total Outstanding Debt												
Loan Description	Project No	Lendor	Outstanding				OS Debt as of FY27	OS Debt as of FY28	OS Debt as of FY29	OS Debt as of FY30	OS Debt as of FY31	OS Debt as of FY32
			Original Loan Amount	Debt as of 6/30/2026	Loan end date	Type						
San Acacia	31300	WTB	150,396	54,148	6/1/2033	Debt Service Interest	46,470	38,773	31,057	23,322	15,567	7,793
Equipment Loan	31301	NMFA	2,735,615	433,062	5/1/2028	Debt Service Interest	220,046	-	-	-	-	-
Equipment Loan	31302	NMFA	998,889	316,125	4/1/2028	Debt Service Interest	158,543	-	-	-	-	-
Equipment Loan	31303	NMFA	3,294,384	2,762,439	4/1/2031	Debt Service Interest	2,474,359	2,175,874	1,479,410	754,600	-	-
Equipment Loan	31304	NMFA	4,407,773	4,407,773	4/1/2033	Debt Service Interest	3,831,623	3,230,040	2,614,199	1,983,825	1,338,448	677,388
Socorro Main Canal Lining Project Ph 1	L3721	NMFA	715,500	644,540	6/1/2044	Debt Service Interest	609,306	573,984	538,662	503,163	467,576	431,900
Corrales Siphon Project	L3736	NMFA	708,000	276,954	6/1/2045	Debt Service Interest	244,972	210,186	175,313	140,353	105,305	70,170
Socorro Main Canal Lining Project Ph 2	L3745	NMFA	1,000,000	918,771	6/1/2046	Debt Service Interest	873,974	824,822	775,547	726,149	676,627	626,982
Feeder 3 Project	L3748	NMFA	600,000	216,294	6/1/2047	Debt Service Interest	216,294	188,957	159,489	129,948	100,333	70,644
NMED Loan	G3700	NMCWSRF	479096	479,096	1/15/2046	Debt Service Interest	455,164	431,230	407,293	383,354	359,412	335,468
Total Current Debt	Total Outstanding Debt-Current						9,130,752	7,673,867	6,180,971	4,644,715	3,063,269	2,220,346
	Water Rights Purchase		8,928,506	<i>estimated</i>			8,853,218	8,698,055	8,536,570	8,368,507	8,193,596	8,011,558
	Projected Total Debt Service						17,983,970	16,371,922	14,717,541	13,013,222	11,256,865	10,231,904

WATER RIGHTS PURCHASE AND OPTION AGREEMENT

On this ____ day of ____, 2026, **BOSQUE DEL SOL, LLC**, a New Mexico limited liability company (“Seller”), and the **MIDDLE RIO GRANDE CONSERVANCY DISTRICT**, a political subdivision of the State of New Mexico (“Buyer”) (collectively “Parties”), for valuable consideration, the receipt and sufficiency of which, including the mutual promises and agreements of Seller and Buyer, are hereby acknowledged, enter into this Water Rights Purchase and Option Agreement (“Agreement”).

1. **WATER RIGHTS SUBJECT TO AGREEMENT.** Seller owns and desires to sell, and Buyer desires to purchase, approximately 546.85 acre-feet per annum (“afa”) of pre-1907 consumptive use (“cu”) water rights in New Mexico’s Middle Rio Grande Basin (“Water Rights”). The Water Rights are more particularly described as being appurtenant to approximately 260.40 acres of land within what is commonly referred to as the “Hope Farm” and comprising parts of Tracts 2, 4-A, 4-B, 6 and 7 on MRGCD Map 164, Tracts 1-A-1, 1-A-2, 1-B-1, and 1-B-2-A on MRGCD Map 165 located in Socorro County, New Mexico, as shown in New Mexico Office of the State Engineer (“OSE”) File Nos. SD-08707 and SD-08707 into RG-14999.

2. **AGREEMENT TO SELL AND PURCHASE WATER RIGHTS.** Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and acquire from Seller, all of Seller's right, title and interest in and to the Water Rights under the following terms:

(a) **Phase 1 Purchase:** Buyer shall purchase a portion of the Water Rights comprising 80 afa/cu by September 30, 2026 (“Phase I Closing”) at the Phase I Purchase Price defined below.

(b) **Phase 2 Purchase:** Seller grants to Buyer an exclusive option to purchase the remaining 466.85 afa/cu of the Water Rights at the Phase 2 Purchase Price defined below

("Option"). The Option shall have a term of six (6) months after the Phase 1 Purchase and shall be exercised by no later than March 30, 2027 ("Option Term"), after which the Option shall expire. Buyer may exercise the Option at any time during the Option Term by providing written notice to Seller notifying Seller that Buyer is exercising the Option and shall proceed to closing on the purchase of 466.85 afa/cu of the Water Rights on a date chosen by Buyer falling on or before March 30, 2027 ("Phase 2 Closing").

3. **PURCHASE PRICE.** The Purchase Price for the Water Rights shall be:

(a) At the Phase 1 Closing for the purchase of 80 acre-foot of consumptive use water rights, Buyer shall pay Seller Twenty-Five Thousand Dollars and No Cents (\$25,000.00) per consumptive acre foot of water rights for a total of Two Million Dollars and No Cents (\$2,000,000.00) ("Phase I Purchase Price").

(b) At the Phase 2 Closing for the purchase of 466.85 acre-foot of consumptive use water rights, Buyer shall pay Seller Nineteen Thousand One Hundred and Twenty-Five Dollars and No Cents (\$19,125.00) per consumptive acre foot of water rights for a total of Eight Million Nine Hundred and Twenty-Eight Thousand Five Hundred Six Dollars and Twenty Cents (\$8,928,506.25) ("Phase 2 Purchase Price").

4. **PAYMENT.** Upon execution of this Agreement, Buyer shall deposit with _____ ("Escrow Agent"), an earnest money deposit in the amount of _____ (\$ _____) to be held by the Escrow Agent and applied to the Phase 1 Purchase Price at the Phase 1 Closing. At the Phase I Closing, Buyer shall pay Seller the Phase I Purchase Price. At the Phase 2 Closing, Buyer shall pay Seller the Phase 2 Purchase Price.

5. **SELLER'S REPRESENTATIONS, COVENANTS AND WARRANTIES**

Seller hereby represents, covenants and warrants to Buyer that the following are true now

and will be true at the time of closing the transactions described herein (“Closing”):

(a) Authority. Seller has the full right and authority to enter into this Agreement and to consummate the transaction intended in this Agreement, and no other consent to do so is required.

(b) Title to Water Rights. As of Closing, Seller shall have good and merchantable, fee simple title to the Water Rights. The real property to which the Water Rights are appurtenant is currently subject to a mortgage and loan note, which will be released prior to Closing. The property and Water Rights are free and clear of all other liens, security interests, mortgages, pledges, encumbrances, ditch fees, taxes and assessments, and charges or claims of whatever nature, and is not subject to judgment, suit, lien, receivership or any other encumbrance whatsoever. Seller represents in good faith that to Seller’s knowledge, the Water Rights are fully valid and in good standing with the OSE, have not been forfeited or abandoned or otherwise have any defect or limitation.

(c) Judgments, Litigation and Claims. Seller has no knowledge of any outstanding judgments against Seller that would in any manner affect the consummation of this transaction or constitute any cloud upon the title to the Water Rights. Seller has no knowledge of any litigation, proceedings, or investigations pending, or any threats of litigation, proceedings or investigations, which might result in any cloud upon the title to the Water Rights, or in any material change in the value of the Water Rights.

(d) Compliance with Conditions Precedent. Seller shall comply with all Conditions Precedent (as defined below) prior to or at the time of Closing.

(e) No Further Sale or Assignment. Upon and after the execution of this Agreement, and during the Option Term, Seller shall not sell, offer to sell, pledge, encumber, alter,

assign, convey or otherwise affect in any way the Water Rights to any party at any time. The Water Rights will be excluded from any sale of the real property comprising the Hope Farm.

(f) Seller's Cooperation. Seller shall cooperate with Buyer before, during and after Closing to effectuate the transactions contemplated in this Agreement including, without limitation, the execution of any documents or the taking of any action (or the restraining from taking of any action) necessary or desirable to achieve the intended results herein.

(g) Confidentiality. Seller agrees not to reveal to any person or entity the Purchase Price for the Water Rights until Buyer makes such information public.

6. BUYERS'S REPRESENTATIONS, COVENANTS AND WARRANTIES

Buyer hereby represents, covenants and warrants to Seller that the following are true now and will be true at the time of closing the transactions described herein:

(a) Upon obtaining the requisite approvals by the Buyer's Governing Body, Buyer represents covenants and warrants to Seller that the Buyer has the full right and authority to enter into this Agreement and to consummate the transaction intended in this Agreement, and no other consent to do so is required.

(b) Because Buyer and Seller share the goal of preserving the extent of historic irrigation of approximately 400 acres on the Hope Farm under the Middle Rio Grande Conservancy District's ("MRGCD") State Engineer Permit No. 1690, the Buyer agrees to comply with, and consent to, any future request made by Seller, or its successor(s) in interest, to the consolidation of the use of water delivered under Permit 1690 on contiguous lands within the Hope Farm in a reasonable manner to allow for the continued use of such lands for a viable farming operation. This covenant shall survive the closing of the transactions described herein.

7. **CONVEYANCE DOCUMENTS.** At the closings of the transactions described herein, Seller shall deliver to Buyer a Special Warranty Deed conveying to Buyer good, merchantable title to that portion of the Water Rights being purchased, along with an Affidavit of Non-Foreign Status.

8. **CONDITIONS PRECEDENT.** All obligations of Buyer to close the transactions provided for herein are subject to the fulfillment of each of the following conditions (the “Conditions Precedent”). If the following Conditions Precedent cannot be fulfilled, Buyer shall have the option to terminate this Agreement and neither party shall be subject to any further obligation hereunder:

(a) **Representations True.** The representations and warranties of Seller as provided in this Agreement will be true at Closing as though the representations and warranties were made at Closing.

(b) **Seller’s Compliance.** Seller will have performed and complied with all agreements and conditions as provided by this Agreement.

(c) **Requisite Funding.** Buyer has sufficient funds to close the Phase I Purchase. Seller understands that, for Buyer to exercise the Option and close the Phase 2 Purchase before the Option Term expires, Buyer must secure financing sufficient to pay the Phase 2 Purchase Price.

(d) **Proof of Title.** Within ten (10) days of execution of this Agreement, Seller shall provide Buyer all documents in its possession that demonstrate Seller’s title to the Water Rights and the land to which the Water Rights are appurtenant. If any lien or other encumbrance is found that affects the title to the Water Rights, Seller agrees to obtain a release of the Water Rights from that encumbrance.

(e) Title Due Diligence Period. Seller has previously provided Buyer its documents evidencing the validity of the Water Rights and Buyer is satisfied as to their validity. Buyer shall have ten (10) days from receipt of Seller's title documents to conduct its due diligence on title ("Due Diligence Period"). If, after the Due Diligence Period, Buyer is not satisfied with Seller's title, Buyer shall have the option of terminating this Agreement by providing Seller written notice of termination or, alternatively, Buyer shall provide notice to Seller that Buyer elects to proceed to purchase the Water Rights contingent on Seller's curative action and shall advise Seller (in such notice) of the specific curative action with respect to the condition of the Water Rights required to satisfy Buyer. Upon receipt of such notice, Seller shall have the option of achieving the curative action required by Buyer no later than fifteen (15) days from receiving Buyer's notice or, within ten (10) days of receiving Buyer's notice of curative action, provide notice to the Buyer that Seller cannot achieve the curative action. If Seller is unable to achieve the curative action, Buyer shall have the option of waiving its rights for such curative action and proceeding under the terms of this Agreement or terminating this Agreement. Buyer shall provide Seller notice of its election within (5) days of receiving notice that the Seller cannot achieve curative action. If this Agreement is so terminated, the earnest money deposit shall be returned to the Buyer and neither party shall have any further obligation hereunder. If, after the Due Diligence Period, Buyer is satisfied, the parties shall strive in good faith to satisfy the additional Conditions Precedent.

9. **CLOSING.** If the Conditions Precedent have been fulfilled prior to or at closing of the transactions described herein, the appropriate Purchase Price shall be paid to Seller at Closing, and the Documentation of Conveyance delivered to Buyer. If the Conditions Precedent have not been fulfilled prior to or at Closing, this Agreement shall be null and void and of no further force and effect, and neither party shall be subject to any further obligation hereunder.

10. **MISCELLANEOUS PROVISIONS.**

(a) Additional Documentation. Any and all further or other documentation that may be required to close and consummate the transaction after the signing of this Agreement, shall be made and delivered by the Parties as required.

(b) Notices. All notices and other communications, required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given and delivered, if mailed, certified postage prepaid, and if email, read receipt requested:

If to Seller: Tessa T. Davidson, Esq.
Davidson Law Firm, LLC
P.O. Box 2240
Corrales, NM 87048
ttd@tessdavidson.com

If to Buyer: Jeffrey J. Wechsler, Esq.
Spencer Fane LLC
325 Paseo de Peralta
Santa Fe, NM 87501
jwechsler@spencerfane.com

With a copy to: Casey Ish
Director of Lands & Conservation
Middle Rio Grande Conservancy District
P.O. Box 581
Albuquerque, NM 87102
casey@mrgcd.us

and to any other address or addresses as may be hereafter specified by notice given to all of the others by anyone desiring a change of address.

(d) Applicable Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of New Mexico.

(e) Binding Effect. All of the agreements between the Parties shall be binding upon and inure to the benefit of the parties, their successors, court-appointed Trustee, personal

representatives, heirs or assigns. All of the covenants and promises contained within this Agreement shall be binding upon the heirs and/or assigns of the Seller and their successors in interest.

(f) Captions. The captions of any articles, paragraphs or sections hereof are made for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

(g) Attorney's Fees. In any action between Buyer and Seller seeking enforcement of any of the terms and provisions of this Agreement, or in connection with any of the Water Rights described herein, the prevailing party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses including reasonable attorney's fees.

(h) Entire Agreement. This Agreement merges all previous negotiations between the Parties hereto and constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof. No alteration, modification, or amendment hereto shall be valid except when in writing and when signed by the Parties.

(i) Nature and Survival of Representations. All statements contained in this Agreement or any instrument delivered by or on behalf of Seller or Buyer as provided in this Agreement, or in connection with this transaction, will be deemed representations and warranties by Seller or Buyer as provided in this Agreement. All representations, warranties, indemnities, and agreements made by Seller or Buyer in this Agreement will survive Closing.

(j) Indemnification. The Parties shall indemnify and hold each other harmless from and against any and all third-party claims, demands, cause of action, debts, or liabilities arising out of or on account of a party's breach of any provision of this Purchase Agreement

including without limitation, the making of a false representation or breach of any covenant or warranty contained herein.

WHEREFORE, on the day indicated below by our signatures, we agree to be bound by the terms and conditions contained in this Agreement:

(Signature pages follow)

SELLER:

BOSQUE DEL SOL, LLC

a New Mexico Limited Liability Company

By: _____
Timothy Thompson, its Manager

Date: _____

BUYER:

MIDDLE RIO GRANDE CONSERVANCY DISTRICT

By: _____
Jason M. Casuga, P.E. CEO/Chief Engineer

Date: _____

John P. Kelly, Chairman

Date: _____

THE MIDDLE RIO GRANDE CONSERVANCY DISTRICT BOARD OF DIRECTORS

RESOLUTION CONCERNING WATER RIGHTS ACQUISITION POLICY

No. M-07-13-26-239

WHEREAS, the Middle Rio Grande Conservancy District (District) administers and protects vested water rights associated with irrigation, storage, diversion, conveyance, conservation, and related lawful uses within the Rio Grande Basin; and

WHEREAS, the District recognizes that sustainable management of limited fresh water resources is essential to maintaining agriculture, operational reliability, environmental stewardship, regional economic stability, and long-term resiliency of communities and natural resources within the Middle Rio Grande system; and

WHEREAS, the District further recognizes the increasing pressures associated with drought, climate variability, reduced native streamflows, Compact administration, aging infrastructure constraints, and competing demands on limited water supplies; and

WHEREAS, the District has determined that strategic acquisition, or transfer of water rights may be necessary and appropriate to preserve historic agricultural uses, support irrigation supply, enhance drought resiliency, provide operational flexibility, facilitate conservation measures, and address future water management obligations; and

WHEREAS, the District recognizes that pre-1907 Middle Rio Grande water rights represent unique and increasingly scarce assets with substantial operational, agricultural, conservation, and strategic value to the Middle Rio Grande Valley; and

WHEREAS, the District may utilize acquired water rights for lawful and beneficial purposes including, but not limited to, agricultural supply, Compact compliance measures, drought mitigation efforts, environmental and instream flow purposes, aquifer support, municipal or intergovernmental partnerships, system efficiency measures, operational storage, and other public purposes consistent with New Mexico law; and

WHEREAS, the District recognizes the policies and statutory authority of the New Mexico Office of the State Engineer requiring that any transfer, lease, acquisition, storage, or change associated with water rights avoid impairment to existing valid water rights, avoid adverse effects upon the public welfare, and promote conservation of water within the State of New Mexico; and

WHEREAS, the District intends that any acquisition, transfer, or management action undertaken pursuant to this Policy shall be implemented in a manner consistent with the OSE's requirements regarding no adverse effect to existing rights and shall not impair vested or senior water rights within the Rio Grande stream system; and

WHEREAS, the District finds that acquisition and strategic management of water rights for conservation and operational purposes constitutes a conservation action intended to improve water management efficiency, reduce shortages during drought conditions, preserve beneficial use,

maintain agricultural productivity, and support sustainable administration of limited water resources; and

WHEREAS, the District further finds that acquisition and management of water rights for irrigation supply, drought resiliency, environmental stewardship, Compact administration, municipal cooperation, and agricultural sustainability serves an important public benefit by protecting regional economic stability, preserving historic agricultural communities, supporting food production, improving water management flexibility, and promoting efficient and beneficial use of water resources; and

WHEREAS, the District desires to establish a formal policy governing evaluation, acquisition, or transfer of water rights in order to ensure transparency, consistency, fiscal responsibility, legal compliance, and alignment with the District's statutory mission and long-term operational needs.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Middle Rio Grande Conservancy District that the Board does hereby adopt the Water Rights Acquisition Policy attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED that the Chief Executive Officer/Chief Engineer, or designee, is authorized and directed to implement the Policy consistent with applicable law, District authority, and Board direction.

BE IT FURTHER RESOLVED that implementation of the Policy shall be conducted in a manner consistent with the requirements of the New Mexico Office of the State Engineer concerning no impairment to existing valid water rights, conservation of water, and protection of public welfare.

PASSED, APPROVED, AND ADOPTED by the Middle Rio Grande Conservancy District this 7th day of July, 2026.

MIDDLE RIO GRANDE CONSERVANCY DISTRICT


John P. Kelly, Chairman
MRGCD Board of Directors

ATTEST:


Pamela Fanelli, CMA, CGFM
Secretary-Treasurer/CFO

SECTION 1. PURPOSE AND INTENT

The purpose of this Water Rights Acquisition Policy (“Policy”) is to establish procedures and standards governing the evaluation, acquisition, or transfer of water rights by the Middle Rio Grande Conservancy District (“MRGCD” or “District”) in order to:

1. Protect and enhance water supply reliability;
2. Preserve and support agricultural operations;
3. Improve drought resiliency;
4. Support conservation and efficient water management;
5. Support Rio Grande Compact compliance and related obligations;
6. Provide flexibility for future environmental, municipal, tribal, and intergovernmental partnerships; and
7. Protect the long-term public interests of the District and the Middle Rio Grande Valley.

The District intends that all acquisitions undertaken pursuant to this Policy be consistent with applicable New Mexico law and the policies and permitting requirements of the Office of the State Engineer (“OSE”), including requirements concerning no impairment to existing valid water rights, conservation of water, and protection of the public welfare.

SECTION 2. POLICY OBJECTIVES

The objectives of this Policy are to:

1. Acquire water rights to protect the District’s long-term operational and agricultural sustainability;
2. Enhance drought resiliency and operational flexibility within the Middle Rio Grande system;
3. Support conservation-based water management strategies;
4. Preserve and protect historic and beneficial agricultural uses;
5. Maintain compliance with applicable state and federal law;
6. Avoid impairment to existing valid water rights;
7. Promote efficient and beneficial use of water resources;
8. Facilitate strategic partnerships and water management opportunities consistent with the District’s mission; and
9. Provide measurable public benefits to the Middle Rio Grande Valley.

SECTION 3. VALUATION AND ACQUISITION CRITERIA

In evaluating potential acquisitions or related transactions involving water rights, the District may consider:

1. Historical and projected lease revenues;
2. Consumptive use quantities;
3. Priority date and legal reliability;
4. Drought resiliency and operational value;
5. Scarcity and replacement difficulty;
6. Ability to support conservation programs;
7. Rio Grande Compact administration considerations;
8. Potential municipal, environmental, tribal, or agricultural partnerships;
9. Storage feasibility and operational flexibility;
10. Long-term public benefit to the District and its constituents;
11. Market conditions and comparable transactions; and
12. Costs associated with administration, permitting, infrastructure, or implementation.

The District may also consider strategic or non-market factors that justify acquisition values exceeding strictly revenue-based calculations where necessary to protect long-term operational, conservation, agricultural, environmental, or public interests.

The District recognizes that market conditions for senior Middle Rio Grande water rights may fluctuate based upon drought conditions, Compact administration, storage availability, leasing opportunities, regulatory conditions, and regional water supply demands.

SECTION 4. NO IMPAIRMENT AND PUBLIC WELFARE

Any acquisition action undertaken pursuant to this Policy shall be implemented in a manner intended to:

1. Avoid impairment to existing valid water rights in the District's Benefited Area;
2. Avoid adverse impacts to vested or senior water rights;
3. Comply with applicable requirements of the New Mexico Office of the State Engineer;
4. Support conservation of water resources;
5. Preserve beneficial use;

6. Protect public welfare and public interests; and
7. Maintain consistency with applicable state and federal law.

The District may require hydrologic, engineering, legal, operational, or economic analyses prior to approval of any proposed transaction.

SECTION 5. IMPLEMENTATION

The Chief Executive Officer/Chief Engineer, or designee, shall have authority to:

1. Evaluate potential acquisition opportunities;
2. Conduct technical, legal, hydrologic, operational, and economic analyses;
3. Negotiate proposed transactions;
4. Coordinate with state, federal, tribal, municipal, and regional entities;
5. Pursue funding opportunities and partnerships; and
6. Make recommendations to the Board regarding approval of proposed acquisitions or agreements.

All acquisitions of permanent water rights interests shall require approval of the Board of Directors unless otherwise delegated by formal Board action.



MEMORANDUM

To: Chairman Kelly, Board of Directors

Through: Jason M. Casuga, CEO/Chief Engineer

From: Casey Ish, Director, Land and Conservation Department

Date: August 10th, 2026

Re: Consideration /Approval of 5-Year MOA with Rio Grande Agricultural Land Trust (RGALT)

Summary:

MRGCD Staff have drafted a follow-on MOA between the District and RGALT to continue efforts to preserve agricultural lands within the Middle Rio Grande Valley. Staff are recommending maintaining the agreement at \$50,000 for FY27 and then adjust the amount annually 3% to help RGALT account for increases in cost and salary of employees.

Staff Recommendation:

RGALT has continuously brought results to the middle valley and has successfully established as the flagship agricultural land trust entity in the Middle Valley. Their work is directly in-line with the core mission of the MRGCD. Staff recommend approval of the MOA.

Casey Ish
Director of Lands & Conservation

**Memorandum
of Agreement**

This Memorandum of Agreement (the "Agreement") is made and entered into this ____ day of ____, 2026 (the "Effective Date") by **Rio Grande Agricultural Land Trust (RGALT)**, a 501c3 nonprofit land trust organization and U.S. tax-exempt public charity ("Grantee") with the address of PO Box 40043; Albuquerque, NM 87196 and **Middle Rio Grande Conservancy District (MRGCD)**, a State of New Mexico governmental entity ("Grantor") with its principal place of business at 1931 Second Street SW, Albuquerque, NM 87102, and mailing address of P.O. Box 581, Albuquerque, NM 87103, for a grant in the amount of \$50,000 in fiscal year 2027. Grantee will use the Grant received from Grantor for operational support to conduct outreach and implementation of land and water conservation as described below (the "Purpose").

WHEREAS, the mission of Grantee is to conserve land and water for people and wildlife; and

WHEREAS, the mission of Grantor is to provide irrigation, drainage, and river flood protection services while preserving the ecological and quality of life values within the middle Rio Grande valley; and

WHEREAS Grantee is subject to certain requirements and restrictions imposed by the Internal Revenue Code (the "Code") on charitable organizations; and

WHEREAS, the Rio Grande and its tributaries within New Mexico (the "Rio Grande Watershed") is a major source of water for more than half of the state's population, including those living in metropolitan and rural communities and on Native American pueblos and tribal lands as well as 60,000 acres of irrigated farmlands from Cochiti Dam to Bosque del Apache National Wildlife Refuge; and

WHEREAS, the **Grantee** serves urban and rural communities by protecting land and agricultural water rights forever through voluntary conservation easements. Conservation easements help maintain the viability of agriculture and ecosystem resiliency in the middle Rio Grande valley, MRGCD's service area; and

WHEREAS, the **Grantee** fosters public and private partnerships that result in collaborations between private landowners (including agricultural landowners), government agencies, state and federal wildlife refuges, Native American tribes, non-profit organizations, businesses, and private individuals; and

WHEREAS, the **Grantee** has exhibited consistent and meaningful results in pursuing the mutual goals and objectives of the **Grantor** as established in the Memorandum of Understanding in prior fiscal years.

NOW THEREFORE, Grantee and Grantor (collectively the "Parties") agree to the following:

- 47
48 1. Grant implementation. The amount of the Grant (as defined below) is \$50,000 per fiscal
49 year beginning in fiscal year 2027, with funds increased 3% annually beginning in fiscal
50 year 2028, subject annually to availability of funds at the discretion of the MRGCD Board
51 of Directors. Grantor will deliver the initial Grant amount of \$50,000 to Grantee in one
52 installment on or before August 21, 2026 following execution of this Agreement. Grantee
53 will use the Grant received from Grantor for the Purpose as identified above.
54
- 55 2. Reporting. Within sixty (60) days following the end of each of Grantor's fiscal year and
56 the expiration of the Term, Grantee shall submit an annual report and a final report. The
57 final report will include a description of all work funded under the Grant performed each
58 year during the Term. Grantee will use the Grant received from Grantor only for the
59 Purpose. The Parties acknowledge that Grantee will have full control and responsibility
60 over the planning, content, terms and implementation to achieve the Purpose and that any
61 line items of the budget may be adjusted among categories to meet the Purpose. Grantee
62 will retain its organizational authority to select contractors and grantees according to its own
63 policies and procedures, including those related to due diligence procedures and the Conflict-
64 of-Interest Policy, while assuring such parties' qualifications and performance are appropriate
65 to achieve the Purpose and to meet the legal requirements for a nonprofit organization in
66 New Mexico. As such, if any party identified in a proposal is not selected or retained, another
67 party or Grantee employees with appropriate qualifications may be selected by Grantee to
68 complete the work to achieve the Purpose.
69
- 70 3. Term. This is a five (5) year funding agreement during which Grantee shall use the Grant
71 in fiscal years 2027-2032 (the "Term").
72
- 73 4. Warranties and Representations of Grantee. The Grant shall not be used for anything
74 other than the Purpose and will be kept in a Restricted Account solely for the Purpose. If
75 there is any change in Grantee organization's tax-exempt status, Grantee will immediately
76 notify Grantor of such change.
77
- 78 5. Books and Records. Grantee shall maintain records in accordance with General Accepted
79 Accounting Practices and as required to support records for Code purposes. The reports
80 submitted to Grantor shall be kept by Grantee for at least six (6) years after completion
81 of the use of all Grant funds. Grantee will permit Grantor, or its duly authorized
82 representative to inspect records reflecting all work done, labor performed and material
83 furnished in connection with the activities funded under this Agreement.
84
- 85 6. Intellectual property. Rights to any intellectual property created in part or wholly with
86 funds under this Agreement vest solely with Grantee. Grantor may receive up to ten (10)
87 copies of any final publications produced under this Agreement at no cost.
88
- 89 7. Publicity. Any publicity related to the work funded by this Agreement shall be approved
90 by both Parties prior to disseminating.
91
- 92 8. Remedies. Grantee agrees that Grantor may withhold Grant funds or terminate any
93 commitment under this Agreement if Grantee fails to comply with the Agreement. Grantee

94 may terminate this Agreement in the event it determines that the work or this Agreement
95 will violate its policies or standard operating procedures or result in adverse publicity to
96 Grantee.

97
98 9. New Mexico Tort Claims Act. Each party acknowledges that it will be responsible for
99 claims or damages from personal injury or property to the extent they result from
100 negligence of that party's employees or agents. The liability of Grantor shall be subject
101 in all cases to the immunities and limitation of the New Mexico Tort Claims Act, Section
102 41-4-1, et. seq, NMSA 1978, as amended.

103
104 10. Choice of Law. The law of the State of New Mexico exclusively shall govern and apply
105 to any and all legal proceedings pertaining to this Agreement. This Agreement shall be
106 deemed to be entered into and formed in New Mexico and shall become effective when
107 Grantor executes this instrument, bearing its Chief Engineer/CEO' s signature. By
108 execution of this Agreement, Grantee submits to the personal jurisdiction and venue of
109 the courts of New Mexico.

110
111 11. Termination for Lack of Appropriations. Funding for the \$50,000 of the Grant has been
112 appropriated by Grantor's board of directors. Notwithstanding any other provisions in
113 this Agreement, its continuation beyond the end of the fiscal year is contingent on
114 Grantor's board of directors making the appropriations necessary to fund the Agreement.
115 If sufficient appropriations are not made, this Agreement may be terminated at the end of
116 Grantor's then current fiscal year upon written notice given by Grantor to Grantee. Such
117 termination shall not constitute a default. All payment obligations of Grantor and all of its
118 interest in the Agreement will cease upon the date of termination. Grantor's decision as to
119 whether sufficient appropriations are available shall be accepted by Grantee and shall be final.

120
121 12. Entire Agreement. This Agreement sets forth the entire understanding of the parties
122 concerning the Grant and supersedes all prior or contemporaneous communications and
123 negotiations, both oral and written, relating to the Agreement.
124

125
126 IN WITNESS WHEREOF, the Parties have caused this Agreement to be made as of the
127 Effective Date.

128
129 **Middle Rio Grande Conservancy District**

130
131
132 By: _____

133 Jason M. Casuga, PE - CEO/Chief Engineer

134
135 **Rio Grande Agricultural Land Trust**

136
137
138 By: _____

139 Cecilia Rosacker, RGALT Executive Director



MEMORANDUM

To: Chairman Kelly, Board of Directors

Through: Jason M. Casuga, CEO/Chief Engineer

From: Pam Fanelli, CFO, Finance

Date: August 10, 2026

Re: Consideration/Approval Resolution BA-08-10-26-117

Summary:

Resolution BA-08-10-26-117 authorizes a budget amendment to the Fiscal Year 2027 Grant Fund (07-01-26 to 06-30-27). The amendment decreases the budget to remove funding for the Explora Acequia Classroom grant, which was budgeted but not awarded. The amendment also increases the budget to recognize a grant awarded after budget adoption, adjusting both grant revenues and expenditures accordingly.

Staff Recommendation: Staff recommends that the Board of Directors approve this budget amendment.

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

**Adoption of Amended Budget for Fiscal Year 2027 (07-01-26 to 06-30-27)
Grant Fund**

No. BA-08-10-27-117

WHEREAS, staff of the Middle Rio Grande Conservancy District, State of New Mexico ("MRGCD"), has developed a budget for fiscal year 2026/2027; and

WHEREAS, the budget was adopted by the Governing Body of the Middle Rio Grande Conservancy District on May 11, 2026; and

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

WHEREAS, the original budget requires an amendment to update appropriations for revenues and expenditures in the Grant Fund; and

WHEREAS, the following adjustments will be made in Fiscal Year 2027:

Project	Project Name	Budget Amount
G3768	Explora Acequia Classroom	
	Reduce Grant Match Revenue	75,000.00
	Reduce Grant Match Expenditures	75,000.00
G3769	BERNALILLO COUNTY ALGAA	
	Add Grant Revenue	100,000.00
	Add Grant Expenditures	100,000.00

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors, being the Governing Body of the MRGCD, approves the amendment to the Fiscal Year 2027 budget and instructs the Chief Executive Officer and the Chief Financial Officer to submit the amended budget to the Local Government Division of the Department of Finance and Administration for approval.

RESOLVED: in session this 10th day of August 2026.

MIDDLE RIO GRANDE CONSERVANCY DISTRICT

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



MEMORANDUM

To: Chairman Kelly, Board of Directors

Through: Jason M. Casuga, CEO/Chief Engineer

From: Pam Fanelli, CFO, Finance

Date: August 10, 2026

Re: Consideration/Approval Resolution M-08-10-26-241

Summary: This resolution asks the Board of Directors to approve the Water Trust Board Application to complete the evaluation and design of improvements to the Albuquerque East Levee 2 System from the North Diversion Channel to the South Diversion Channel. The amount requested is \$1,680,000 with the MRGCD committing to a 20% local match that would come from the Levee Funds.

Staff Recommendation: Staff recommends approval of this resolution.

NOTICE OF INTENT TO APPLY FOR 2027 WATER TRUST BOARD FUNDING DESIGN ONLY APPLICATION

This Notice of Intent (“NOI”) serves as i) notification of the Applicant’s desire to apply for Water Trust Board (“WTB”) funding for the 2027 cycle, and ii) the initial step of the enrollment process to access the New Mexico Finance Authority’s (“NMFA”) online application and account system, EnABLE™ (“EnABLE”) for WTB funding. WTB funding applications may only be submitted via EnABLE.

Enrollment involves completing this NOI to identify the individual who will be the Primary Contact for submitting the application. Through this NOI, the applicant may also request access for a Secondary Contact and up to two Designated Consultants who may assist in the application and upload documentation. Access for additional contacts or consultants as well as the submission of the completed NOI must be sent through WTBAdmin@nmfa.net.

Upon receipt of a properly completed NOI, the NMFA will send, by email, confirmation of our acceptance of your enrollment, and, if applicable, our acceptance of the enrollment of any additional contacts or consultant to use EnABLE, along with an assigned Username and temporary Password. To access EnABLE, a user will be asked to submit a correct Username and Password, as well as acknowledge certain terms of use.

I. APPLICANT INFORMATION:

Applicant Name:		
Applicant Mailing Address:		
Applicant Street Address:		
City:		State:
County:		Zip:
Email:		Phone:

APPLICANT LEGAL ENTITY TYPE (Check One):	
	Authority (specify):
	Municipal or County Government
	Mutual Domestic/Sanitary Projects Act Entity
	Special District (specify):
	Tribe or Pueblo
	Other (specify):

APPLICANT PRIMARY CONTACT (Authorized to Submit Application and Request Access for EnABLE users)		
Name:	Title:	
Mailing Address:		
City:	State:	Zip:
Email:	Phone:	

APPLICANT SECONDARY CONTACT (Authorized to Access EnABLE Application System)		
Name:	Title:	
Mailing Address:		
City:	State:	Zip:
*Email:	Phone:	

**email must not duplicate primary*

Consultant Authorized to Access EnABLE Application System		
Name:	Title:	
Firm:		
Mailing Address:		
City:	State:	Zip:
Email:	Phone:	

Consultant Authorized to Access EnABLE Application System		
Name:	Title:	
Firm:		
Mailing Address:		
City:	State:	Zip:
Email:	Phone:	

II. PROJECT INFORMATION

Project Name:

Amount Requested for Design only: \$ _____

Estimated Total Project Cost: \$ _____ (*design and construction estimates*)

Project Type – *Check One That Applies*

- ☐ Water Storage, Conveyance and Delivery
- ☐ Watershed Restoration and Management
- ☐ Wastewater Collection, Conveyance and Treatment
- ☐ Endangered Species Act Collaborative
- ☐ Flood Prevention
- ☐ Water Conservation or Treatment, Recycling or Reuse

III. PROJECT DESCRIPTION

Please provide the Project Location, the Scope of Work to be completed with the requested funding, the Phase or phases to be funded, and a brief description of the Project Goal.

Project Location:

Scope of work: () Design Only (must be checked)

Project Goal (35 words or less):

Provide Planning Document Title:

Date Planning Document was completed:

Are all easements secured:

IV. REGULATORY COMPLIANCE CHECKLIST

Section 3.2E of the Water Trust Board Project Management Policies requires applicants to begin working directly with regulatory agencies that will certify compliance with all relevant regulations. Check all that are applicable for the proposed project.	
Water Rights (OSE): Verification of sufficient water rights as required for proposed project.	
Safe Drinking Water Act Compliance (NMED-DWB): Full compliance with Safe Drinking Water Act and all relevant New Mexico Environment Department regulatory requirements. <i>Please indicate if the project will cure the compliance issue.</i>	
Clean Water Act Compliance: Full compliance with Clean Water Act and all relevant New Mexico Environment Department regulatory requirements. <i>Please indicate if the project will cure the compliance issue.</i>	
Dam Safety (OSE): Any project that involves designing or construction a new impoundment, dam or reservoir; or repairing an existing dam or reservoir must submit the design to OSE Dam Safety Bureau to assess whether additional permitting is required prior to obtaining public funding.	
Water conservation plan/drought management plan (OSE): Any entity that supplies, distributes or otherwise provides at least five hundred acre-feet or water annually for domestic commercial, industrial or government customers for other than agricultural purposes may develop, adopt and submit to the state engineer, a comprehensive water conservation plan, including a drought management plan.	

V. APPLICATION RESOLUTION ADOPTION DATE: _____

PLEASE PROVIDE THE DATE of Governing Board's Adoption or Expected Adoption of Resolution Authorizing the Submission of an application to the Water Trust Board. *Please note that the resolution is due with the application on September 10, 2026.* Applicants who need additional time to work through their governing body approval process may submit a draft resolution with the application and receive an extension to submit the final resolution by October 15, 2026.

VI. ACKNOWLEDGEMENT: I have reviewed a copy of the **Water Trust Board Project Management Policies Revised and Restated as of June 25, 2025.**

I CERTIFY THAT:

- I have the authority to designate a Primary Contact who will be authorized to submit an application via EnABLE;
- I have the authority to designate local users to access EnABLE;
- I have the authority to designate identified consultants to access EnABLE; and
- To the best of my knowledge, all information contained in this NOI is valid and accurate.

Signature: 
Highest Elected Official/Board Officer

Print Title: _____

Print Name: _____

Date: July 27, 2026